

LAND EXCHANGE AGREEMENT

THIS AGREEMENT made this day of , 2026.

BETWEEN

DISTRICT OF MACKENZIE
Bag 340
Mackenzie, BC V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

OMINECA GROWERS SOCIETY
Society Number: S0076067
P.O. Box 2078
Mackenzie, BC V0J 2C0

(the "**Society**")

OF THE SECOND PART

WHEREAS:

- A. The Society is the owner of freehold title to the Society Land, as defined in Section 1.1;
- B. The District is the owner of freehold title to the District Land, as defined in Section 1.1;
- C. The District transferred the Society Land to the Society in 2023, for the Society to use for agricultural purposes, and required a section 219 covenant and right of first refusal and option to purchase in favour of the District be placed on title, to ensure the Society Land were used for agricultural purposes;;
- D. The Society now wishes to exchange the Society Land for the District Land;
- E. The District is willing to exchange the District Land for the Society Land, on the terms and conditions contained in this Agreement, including but not limited to a requirement that the District Land be used for agricultural purposes, on substantially the same terms and conditions that the Society Land are now subject to.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

"**Agreement**" means this Agreement, including its recitals and schedules;

“District Land” means the Land situate in the District of Mackenzie, British Columbia, legally described as:

PID: 029-238-790

Lot 3 District Lot 12479 Cariboo District Plan EPP35189

“Society Land” means:

PID 029-238-862

Lot 10 District Lot 12479 Cariboo District Plan EPP35189

“Closing Date” means the day that is thirty (30) days following the removal of all conditions precedent under Article 4.0 of this Agreement;

“Contaminants” means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenols, hydrocarbon contaminants, underground or above ground tanks, pollutants, contaminants, hazards, corrosive or toxic substances, special waste, hazardous waste or waste of any kind or any other substance the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws;

“Discharges” means discharges of the Existing Covenant and Existing Right of First Refusal and Option to Purchase;

“Environmental Laws” means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the District Land and over the Society Land, now or hereafter in force with respect in any way to the environment, health or occupational health and safety, product liability or transportation of dangerous goods, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time and the principles of common law and equity;

“Existing Covenant” means the section 219 covenant registered against title to the Society Land with registration number CB543511;

“Existing Right of First Refusal and Option to Purchase” means the Right of First Refusal and Option to Purchase registered against title to the Society Land, with registration numbers CB543512 and CB543513, respectively

“Land Exchange” means the exchange of the Society Land for the District Land under the terms of this Agreement

“New Covenant” means a covenant on substantially the same terms as the Existing Covenant, to be registered against title to the District Land;

“New Right of First Refusal and Option to Purchase” means a right of first refusal and option to purchase on substantially the same terms as the Existing Right of First Refusal and Option to Purchase, to be registered against title to the District Land;;

2.0 EXCHANGE OF LAND

- 2.1 The District hereby agrees to transfer to the Society a good and marketable freehold title to the District Land subject only to the charges and encumbrances listed in Schedule "A" to this Agreement, and the New Covenant and New Right of First Refusal and Option to Purchase.
- 2.2 In exchange for the transfer of the District Land, the Society hereby agrees transfer to the District good and marketable freehold title to the Society Land subject only to the charges and encumbrances listed in Schedule "B" to this Agreement.
- 2.3 The District and the Society agree that there will be no adjustments with respect to utilities, rents, or other items normally adjusted between a vendor and purchaser on the sale of similar property. Notwithstanding the foregoing, the Parties agree that it is the intent of this Agreement that the Society shall be solely responsible to pay any property taxes assessed against the Society Land for the entire year in which the Land Exchange under this Agreement is completed. If the Land Exchange occurs before the property tax due date for the Society Lands, then the property tax for the Society Lands shall be adjusted in favour of the District.

3.0 REPRESENTATIONS AND WARRANTIES

3.1 Society Representations and Warranties

The Society represents and warrants to the District that as of the date of this Agreement and the Closing Date:

- (a) the Society is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (b) the Society is the registered and beneficial owner of the Society Land, and has good and marketable title to the Society Land, which as of the date of this Agreement is free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances listed in Schedule ", and the Existing Covenant and Existing Right of First Refusal and Option to Purchase; which for certainty are to be discharged from title to the Society Land on the Closing Date
- (c) no lien under the *Builders Lien Act* exists or is claimed with respect to the Society Land;
- (d) the Society has not used or permitted the Society Land to be used, and has no knowledge of the Society Land being used, for the storage, manufacture, disposal, treatment, handling, generation or release into the environment during the period in which it has owned the Society Land, including by way of discharge, emission, spill, leakage or otherwise, of any contaminants or for waste disposal or landfill purposes; and
- (e) there are no actions, proceedings, investigations or claims, pending or to the Society's knowledge threatened, that would interfere with the use and enjoyment of the Society Land or that if decided adversely could materially affect the ability

of Society to comply with its obligations hereunder or that relate to the presence of Contaminants in, on or migrating from the Society Land.

3.2 Survival of Society's Representations and Warranties

The representations and warranties contained in Section 3.1 shall survive the Closing Date and shall continue in full force and effect for the benefit of the District after the Closing Date notwithstanding any independent inquiry or investigation by the District

3.3 District Representations and Warranties

The District represents and warrants to the Society that as of the date of this Agreement and the Closing Date:

- (a) the District is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*;
- (b) the District is the registered and beneficial owner of the District Land, and has good and marketable title to the District Land free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances;
- (c) no lien under the *Builders Lien Act* exists or is claimed with respect to the Land nor any part of the District Land;
- (d) to the best of the District's knowledge, the District is not in possession of any environmental site assessments or similar reports or records concerning the District Land that indicate the presence of any Contaminants.

3.4 Except as expressly stated in section 3.3, the District makes no representations or warranties with respect to the District Land. Without limiting the foregoing, the District makes no representations or warranties with respect to:

- (a) the compliance of the District Land with Environmental Laws, or the presence or absence of any Contaminants;
- (b) the sub-surface and soil conditions of the District Land and their suitability for the Society's intended use of the District Land;
- (c) the availability of water and sanitary sewer services for the District Land (and the Society hereby confirms its understanding that the Society will need to provide and install, at its cost, an on-site sewerage system and groundwater well in accordance with applicable Provincial regulations), or the cost of providing or extending utilities to the District Land such as electrical, telecommunications and natural gas services that may be required for the use and development of the District Land; and

- (d) zoning regulations or other municipal bylaws, or any statute or regulation of a governmental authority having jurisdiction that apply to the District Land or to the Society's intended use of the District Land.

Except where expressly stated otherwise in this Agreement, the District is transferring the District Land to the Society on an "as is, where is" basis. Without limiting the foregoing the Society acknowledges that it has used and hereafter will use its own due diligence, resources and independent investigations to satisfy itself fully on every aspect, matter, information or thing relating to, or in connection with, the District Land.

4.0 CONDITIONS

4.1 District's Condition Precedent

The obligation of the District to complete the Land Exchange on the Closing Date is subject to the following conditions precedent being satisfied on or before **April 30, 2026**:

- (a) notice of disposition of the District Land having published by the District in accordance with section 26 of the Community Charter; and
- (b) approval of the Council of the District of Mackenzie in its sole discretion of this Agreement.

The conditions precedent in section 4.1 may not be waived. If the conditions precedent are not fulfilled within the time therein provided then the Parties obligations under this Agreement will be at an end.

In consideration of Ten (\$10.00) Dollar non-refundable paid by the District to the Society and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Society, the Society agrees not to revoke its acceptance of the terms of this Agreement while it remains subject to any of the conditions precedent in section 4.1.

4.2 Mutual Conditions Precedent

The obligations of the Parties to complete the Land Exchange on the Closing Date is subject to the parties agreeing to the final wording of the New Covenant and New Right of First Refusal on or before **April 30, 2026**.

The condition precedent in section 4.2 may not be waived. If the condition precedent is not fulfilled within the time provided then the Parties' obligations to exchange the Land will be at an end.

In consideration of Ten (\$10.00) Dollar non-refundable paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree not to revoke acceptance of the terms of this Agreement while it remains subject to any of the conditions precedent in section 4.2.

5.0 RISK, POSSESSION AND COVENANTS

5.1 The Passing of Risk

The District Land shall be at the risk of the District until the completion of the Land Exchange under Article 6.0 of this Agreement.

The Society Land shall be at the risk of the Society until the completion of the Land Exchange under Article 6.0 of this Agreement.

5.2 Possession

The District shall have the right to vacant possession of the Society Land on the Closing Date upon completion of the Land Exchange as referred to in Article 6.0 of this Agreement.

The Society shall have the right to vacant possession of the District Land on the Closing Date, upon completion of the Land Exchange as referred to in Article 6.0 of this Agreement.

5.3 Covenants Regarding Property Use

The Parties covenants with each other that following the execution of this Agreement, they shall not do anything, omit to do anything, allow anything to be done, or allow the omission of anything, that does or could reasonably be expected to destroy, impair, diminish, negatively affect, or alter their respective Land from its condition as of the date of this Agreement.

6.0 CLOSING PROCEDURE

6.1 The Closing

The closing of the Land Exchange will occur on the Closing Date.

6.2 District Documents

On or before the Closing Date, the District will deliver to the Society, or to their solicitors, the following for review and where applicable execution:

- (a) Form A Freehold Transfer transferring the District Land to the Society;
- (b) the New Covenant and New Right of First Refusal, executed by the District;
- (c) an executed registrable discharge of the Existing Covenant and Existing Right of First Refusal and Option to Purchase;
- (d) a certificate regarding GST registration and status of the District; and
- (e) such other documents and assurances as may be reasonably required by the Society to give full effect to the intent and meaning of this Agreement.

6.3 Society's Documents

On or before the Closing Date, the Society will deliver to the District or to its solicitors, the following for review and where applicable execution:

- (a) Form A Freehold Transfer transferring the Society Land to the District;
- (b) The New Covenant and New Right of First Refusal, executed by the Society
- (c) a certificate regarding GST registration and status of the Society; and
- (d) such other documents and assurances as may be reasonably required by the District to give full effect to the intent and meaning of this Agreement.

6.4 Preparation of Closing Documents/Costs of Transaction

- (a) The closing documents referred to in Sections 6.2 and 6.3 shall be prepared by the Society's solicitors.
- (b) the Society shall be solely responsible for the costs of the Land Exchange, including but not limited to:
 - (i) the District's reasonable legal costs in preparing this Agreement and facilitating the Land Exchange contemplated by this Agreement;
 - (ii) the costs of preparing and registering the closing documents required to complete the Land Exchange contemplated herein; and
 - (iii) all Land Title Office fees and charges.

6.5 Registration

On the Closing Date, and following receipt by the District's solicitors of the documents and items referred to in Section 6.3, and following receipt by the Society's solicitors of the documents referred to in Section 6.2:

- (a) the Society will cause the Society's solicitors to file:
 - (i) duly executed registrable Form A Freehold Transfer transferring the District Land to the Society;
 - (ii) Property Transfer Tax Return executed by the Society for the District Land;
 - (iii) The New Covenant and New Right of First Refusal and Option to Purchase and
 - (iv) such other documents and assurances as may be reasonably required by the District to give full effect to the intent and meaning of this Agreement.

- (b) The District shall cause the District's solicitors to file:
- (i) duly executed registrable Form A Freehold Transfer transferring of the Society Land to the District;
 - (ii) a Property Transfer Tax Return executed by the District;
 - (iii) the Form C Release of the Existing Covenant and Existing Right of First Refusal and Option to Purchase; and
 - (iv) such other documents and assurances as may be reasonably required by the Society to give full effect to the intent and meaning of this Agreement

6.6 Property Transfer Tax and General Sales Tax ("GST")

The District is exempt from Property Transfer Tax and will self-assess and pay GST, if applicable, in respect of the transfer to it from the Society of the Society Land.

The Society shall pay any Property Transfer Tax and GST payable in respect of the transfer to the Society of the District Land.

6.7 Concurrent Requirements

It is a condition of this Agreement that all requirements of this Article 6.0 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered.

7.0 NOTICE

7.1 Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be sent to the relevant party at the relevant address or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, or by electronic mail.

7.2 The contact information for the parties is:

DISTRICT OF MACKENZIE

Bag 340
Mackenzie, BC V0J 2C0

Attention: Corporate Officer
Telephone: 250-997-3221
Email: info@districtofmackenzie.ca

OMINECA GROWERS SOCIETY

P.O. Box 2078
Mackenzie, BC V0J 2C0

Attention: Board of Directors
Email: info@omenicagrowers.ca

Each Notice sent by electronic mail ("**E-Mail Notice**") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.

- 7.3 Subject to Sections 7.4 through 7.6, each Notice shall be deemed to have been given or made at the following times:
- (a) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
 - (b) if sent by registered mail, seven (7) days following the date of such mailing by sender; or
 - (c) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.
- 7.4 If a Notice is sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is not a business day, then the Notice shall be deemed to have been given or made on the next business day following.
- 7.5 If normal mail service or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof
- 7.6 Each party shall provide Notice to the other party of any change of address, facsimile number, or e-mail address of such party within a reasonable time of such change.

8.0 MISCELLANEOUS

8.1 Time

Time shall be of the essence of this Agreement and the transactions contemplated in this Agreement notwithstanding the extension of any of the dates under this Agreement.

8.2 Further Assurances

Each of the parties shall, at the expense of the other party, execute and deliver all such further documents and do such further acts and things as the other party may reasonably request from time to time to give full effect to this Agreement.

8.3 Assignment

Neither party may assign its right under this Agreement without the written consent of the other party.

8.4 Non-merger

None of the provisions of this Agreement shall merge in the exchange of land contemplated by this Agreement or any other document delivered on the Closing Date, and the provisions of this Agreement shall survive the Closing Date.

8.5 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

8.6 District's Legal Costs

Intentionally Deleted.

8.7 No Derogation from Statutory Powers

Nothing in this Agreement shall be interpreted as prejudicing or impairing the District in the exercise of any statutory legislative powers under the *Local Government Act*, the *Community Charter* or any other enactment all of which may be exercised as if this Agreement had not been executed.

8.8 Extended Meanings

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

8.9 Headings

The headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

8.10 Applicable Law

This Agreement shall be interpreted in accordance with the laws of British Columbia.

8.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

8.12 Schedules

The Schedules attached to this Agreement form part of this Agreement.

Signatures on next page → → →

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first listed above.

DISTRICT OF MACKENZIE by its authorized signatories)
)
)
 _____)
 Diane Smith, Chief Administrative Officer)

OMINECA GROWERS SOCIETY by its authorized signatories)
)
)
 _____)
 Print Name:)
)
)
)
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SCHEDULE "A"

District Land – Permitted Encumbrances

Legal Notations

HERETO IS ANNEXED EASEMENT CA3540467 OVER PART OF LOT 1 PLAN EPP35189
SHOWN ON PLAN EPP35190

HERETO IS ANNEXED EASEMENT CA3540468 OVER PART OF LOT 2 PLAN EPP35189
SHOWN ON PLAN EPP35190

HERETO IS ANNEXED EASEMENT CA3540470 OVER PART OF LOT 5 PLAN EPP35189
SHOWN ON PLAN EPP35190

HERETO IS ANNEXED EASEMENT CA3540471 OVER PART OF LOT 6 PLAN EPP35189
SHOWN ON PLAN EPP35190

Charges, Liens and Interests

- Covenant CA3540454 District of Mackenzie
- Easement CA3540469 Part in Plan EPP35190, Appurtenant to Lots 1, 2, 4, 5, 6, 7, 8, 9, 19 and 11 Plan EPP35189
- Covenant CA3540472 District of Mackenzie
- New Covenant
- New Right of First Refusal
- New Option to Purchase

SCHEDULE "B"

Society Land – Permitted Encumbrances

Legal Notations

HERETO IS ANNEXED EASEMENT CA3540467 OVER PART OF LOT 1 PLAN EPP35189
SHOWN ON PLAN EPP35190

HERETO IS ANNEXED EASEMENT CA3540468 OVER PART OF LOT 2 PLAN EPP35189
SHOWN ON PLAN EPP35190

HERETO IS ANNEXED EASEMENT CA3540469 OVER PART OF LOT 3 PLAN EPP35189
SHOWN ON PLAN EPP35190

HERETO IS ANNEXED EASEMENT CA3540470 OVER PART OF LOT 5 PLAN EPP35189
SHOWN ON PLAN EPP35190

HERETO IS ANNEXED EASEMENT CA3540471 OVER PART OF LOT 6 PLAN EPP35189
SHOWN ON PLAN EPP35190

Charges, Liens and Interest

- Covenant CA3540454 District of Mackenzie
- Covenant CA3540475 District of Mackenzie