

SCHEDULE "A" TO PURCHASE CONTRACT

The following terms and conditions replace, modify, and where applicable override, the terms of the contract of purchase and sale to which this Schedule "A" is attached, and any modifications, amendments, additions or addenda thereto (collectively, the "**Contract**"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" (the "**Agreement**") will apply.

Notwithstanding anything in the Contract to the contrary:

1. The Buyer (referred to herein as the "**Purchaser**") acknowledges that the Seller (referred to herein as the "**Vendor**") is selling the Property (as defined in the main body of this Contract of Purchase and Sale) pursuant to a Court Order.
2. The Contract is subject to the following:
 - a) court approval;
 - b) the Vendor being restrained or enjoined from completing this sale by a Court of competent jurisdiction or the filing or registration of any document preventing the Vendor from giving good title to the Purchaser; and
 - c) the Vendor being able to complete the sale pursuant to the Court Order.
3. In the event that:
 - a) the court does not approve the sale to the Purchaser or the Vendor determines, in its sole discretion, not to seek court approval for any reason whatsoever; or
 - b) the Vendor is otherwise unable to complete the sale pursuant to the Court Order for any reason,then the Vendor shall have the right to terminate the Contract and upon the Vendor giving written notice to the Purchaser that it is so doing, the Contract shall be cancelled, without interest or deduction and the Purchaser will receive back any deposit paid as its sole and exclusive remedy. Written notice shall be deemed to be validly given if received by the agent, solicitor or notary for the Purchaser.
4. The Vendor shall not be required to furnish any title documents and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession or control.
5. The Purchaser acknowledges and agrees that there are no representations and/or warranties with respect to the Property and/or any personal property therein, including without limitation the fitness, condition (including environmental condition), zoning or lawful use of the Property and agrees to accept the Property and any personal property remaining therein as of the completion date in an "as is where is" condition and subject to any outstanding work orders or notices of infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including sub-division agreements and easements.
6. The Purchaser acknowledges and agrees that the Vendor is making no representations and/or warranties whatsoever with respect to the Property and/or any personal property therein. The Purchaser acknowledges and agrees that it has relied entirely upon its own

inspection and investigation with respect to quantity, quality and value of the Property and its suitability for any purpose, including occupancy, development, or derivation of revenue.

7. The Purchaser acknowledges and agrees that the fixtures and personal property on the premises are to be taken by the Purchaser at the Purchaser's own risk completely, without representation or warranty of any kind from the Vendor as to the ownership or state of repair of any such fixtures and personal property. Without limitation, separate arrangements will have to be made by the Purchaser with any owner of any personal property in order for the Purchaser to take title to any personal property (notwithstanding any personal property viewed by the Purchaser at the Property on any given date and any terms of the Contract pertaining thereto).
8. The Purchaser further acknowledges and agrees that it is solely responsible for and shall perform its own due diligence on the Property and/or any personal property therein and that any information supplied, provided or to be provided to the Purchaser by the Vendor or its agents or representatives is and was supplied or provided without any representation or warranty, is and was supplied or provided solely for the Purchaser's convenience, and is, was or will be obtained from a variety of sources, and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Purchaser.
9. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulation in respect thereto.
10. The Purchaser waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Vendor and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Vendor and/or registered or beneficial owner(s) of the Property. In that regard, the Purchaser agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Vendor and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.
11. The Purchaser expressly acknowledges and agrees that the Purchase Price for the Property does not include Goods and Services Tax ("GST") or Provincial Sales Tax ("PST") or any other tax that may be applicable. The Purchaser will be liable for and shall pay all GST, PST and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Vendor to the Purchaser. On the completion date for the sale, the Purchaser will provide the Vendor with a certificate signed by the Purchaser or its officer confirming the Purchaser's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction Vendor in this Contract and an indemnity in that regard in a form acceptable to the Vendor, and, in any event, the Purchaser shall pay any GST and PST and property transfer tax payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act.

Purchaser shall obtain its own legal, accounting and other professional advice as to GST and PST and any other applicable taxes.

12. The Vendor shall provide the Purchaser with only those keys to the premises that are in its possession.
13. If the Property is occupied, then the Vendor, while still required to deliver vacant possession to the Purchaser, may wait to deliver vacant possession until after the Vendor has obtained and enforced a court order for vacant possession and any ancillary or related proceedings have concluded. The Purchaser acknowledges and agrees that if vacant possession is unavailable on the Possession Date, then the Purchaser must complete the purchase of the Property in any event. In such event, the Purchaser acknowledges and agrees that the Vendor shall not be liable to the Purchaser for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Vendor's failure to deliver vacant possession to the Purchaser on the Possession Date or thereafter provided that the Vendor makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Vendor considers advisable in its sole discretion.
14. The Purchaser acknowledges and agrees to provide the net sales proceeds to the Vendor by way of bank draft or certified cheque.
15. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.
16. The parties to this Agreement acknowledge and agree that the Vendor will not be responsible for paying any commission to a listing agent or any other realtor or agent if the Property is redeemed by the Vendor, or by the mortgagor of the Property or by any other person, such that the foreclosed mortgage is in good standing prior to closing of this transaction, or if the Vendor is restrained or enjoined from completing this sale by a Court of competent jurisdiction, or if the filing or registration of any document prevents the Vendor from giving good and clear title to the Purchaser, or if the Vendor is otherwise not able to complete the sale pursuant to the Court Order, or if the Vendor sells the Property to a company or other person related to the Vendor, or if the Vendor directly introduces the Purchaser to the Property.

Vendor by Court Order

Purchaser

Per:

Per:

Per:

Per: