

## **SCHEDULE A-1 TO CONTRACT OF PURCHASE AND SALE**

The following terms and conditions replace, modify and where applicable override the terms and conditions of the attached Contract of Purchase and Sale. Where a conflict arises between the terms and conditions of this Schedule and the Contract of Purchase and Sale, the terms and conditions of this Schedule shall apply.

1. Any and all references to Seller in the Contract of Purchase and Sale are deleted and replaced by Royal Bank of Canada by Court Ordered Conduct of Sale (the "Seller").
2. Clauses 44 and 45 of the Contract of Purchase and Sale are amended by the addition of the following:

The acceptance of this Offer by the Seller is pursuant to a Court order for Conduct of Sale of the Property in the Proceedings and not as vendor or owner of the Property. The acceptance of this Offer is subject to the approval of the Supreme Court of British Columbia (the "Court") and will become effective from the time an order is made approving this Offer. The Seller hereby advises the Buyer that the Seller's obligations in connection with this Offer, until it is approved by the Court and subject to clause 3 of this Schedule are limited to presenting this Offer to the court, and the Seller may in their sole discretion decide the time to present the Offer. Thereafter, the Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further orders the Court may make regarding the Property. Given the Seller's position and the Seller's relationship to other parties in the proceeding, the Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to advocate the acceptance of this Offer, but shall initially present this offer to the Court. The Buyer must make its own arrangements to support this Offer in Court. The Buyer acknowledges and agrees that pending an order of the court approving the Offer, the Seller may deal with other prospective purchasers of the Property in respect of financing any purchase of the Property.

3. This offer may be terminated at any time before the Court makes an order approving this sale, including, without limitation, if the mortgage which is the subject matter of the Proceedings is redeemed pursuant to the terms of the Order Nisi pronounced in the Proceedings or is refinanced and, at such time or in such events, the Seller shall have no further obligations or liability to the Buyer under the Contract of Purchase and Sale. This condition is for the sole benefit of the Seller

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4. Clause 22 (Title) of the Contract of Purchase and Sale is deleted and replaced by the following:

Title: Free and clear of all encumbrances of the parties to Supreme Court of British Columbia, Vancouver Registry, Action No. H-241046 (the "Proceedings") in accordance with a Vesting Order of the Court (the "Order") except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.

5. Clauses 22 (Title) and 30 (Clearing Title) of the Contract of Purchase and Sale are amended by adding the following:

If there are existing registered financial charges to be paid under the terms of the Order the Seller may wait to pay such existing financial charges until immediately after receipt of the purchase price but, in this event, the Buyer may pay the purchase price to the Seller's lawyer in trust, on undertakings to pay those financial charges in accordance with the Order.

6. The Buyer has conducted its own investigations of the legal title and condition of the Property. The Seller makes no representations or warranties concerning title to the Property, the physical condition of any structures or premises located on the Property, or with respect to the Property itself.

7. Clause 20 (Included Items), Clause 21 (Viewed) and Clause 32 (Risk) of the Contract and Purchase and Sale are deleted and replaced with the following:

This Offer does not include any personal property or chattels. The Buyer is purchasing the Property on an "as is, where is" basis as of the date of actual possession of the Property by the Buyer (the "Actual Possession Date"). The Seller makes no representations or warranties with respect to the condition of the Property on the Actual Possession Date. The Buyer hereby covenants and agrees to take the Property in the condition that it is in on the Actual Possession Date, regardless of the condition of the Property at any date of viewing or any date prior to the Actual Possession Date, and without reduction or abatement of the Purchase Price.

8. No Property Condition Disclosure Statement concerning the Property shall form part of the Contract of Purchase and Sale, whether or not such statement is attached to the Contract of Purchase and Sale.

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9. Clause 18 (Possession) is modified by adding the following:

The Seller will make all reasonable efforts to ensure that vacant possession, if so indicated in Clause 7.2, is provided to the Buyer on the Possession Date. As the Seller is not in possession of the Property and has no control over whether or not the owners or any tenants in possession of the Property vacate the Property on the Possession Date (other than through the Order) the Seller will make all reasonable efforts to obtain a Writ of Possession or similar enforcement to ensure vacant possession as soon as possible on or after the Possession Date. The Buyer acknowledges that if vacant possession is not available on the Possession Date, it will allow the Seller a reasonable time to obtain vacant possession through a Writ of Possession or similar Court proceedings. In these circumstances, the Buyer hereby covenants and agrees to extend the Possession Date for a reasonable period of time to allow the Seller to obtain vacant possession.

10. The Seller makes no representations or warranties concerning the past, current or future use of the Property, fitness of the Property for any use which the Buyer may have planned for the Property, compliance with any orders of any federal, provincial, municipal or private body, or compliance with any by-laws, building codes or statutes in respect of all or any part of the Property or any buildings or structures located on the Property.
11. The Seller makes no representations as to residency of the registered owner(s) of the Property, the compliance with the *Speculation and Vacancy Tax Act* (BC) by the registered owner(s) of the Property, and compliance with the *Vacancy Tax (Empty Homes Tax) By-Law* of Vancouver (BC) (as applicable) by the registered owner(s) of the Property, and will make no representations or declarations, or agree to any obligations, about those items in respect of the sale of the Property.
12. The Seller makes no representations as to residency of the registered owner(s) of the Property and will make no representations or declarations about that at closing. The Buyer hereby warrants and represents to the Seller that the Buyer has made reasonable inquiry within the meaning of s. 116(5)(a) of the Income Tax Act and is satisfied that the registered owner(s) of the Property is, or if more than one, are, Canadian residents. The Buyer agrees that upon completion the Buyer will pay to the Seller, subject only to those adjustments to which the Seller has agreed in writing, the full purchase price owing on the purchase under this Contract without holdback under s.116(5) of the Income Tax Act or related sections.
13. The Buyer waives any requirement to be provided with a “site disclosure statement” or any other environmental report for the Property under the *Environmental Management Act*, SBC 2003, c 53, as amended from time to time.

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14. It is understood that there will only be a real estate commission payable on this Offer if this Offer is approved by an Order of the Supreme Court of British Columbia and the sale is completed pursuant to that Order.
15. The Buyer is responsible for the payment of the Property Transfer Tax and any GST payable in respect of the purchase and sale of the Property. The Buyer will pay to the Seller, along with the net sale price, all GST payable on the purchase and sale of the Property and the Seller shall remit the GST amount to the relevant federal tax authority.
16. Clause 10 (Tender) is deleted and replaced with the following:
- Tender or payment of money by the Buyer to the Seller will be by certified Lawyer's or Notary's trust cheque. The responsibility for any cost to obtain certification of any cheque referred to herein is entirely that of the Buyer.
17. The Vesting Order will describe the Buyer exactly as the Buyer appears at the first page of the Contract, so the Buyer as described on the first page of the Contract will appear as the owner of the Property after completion of the sale. If the Buyer is comprised of more than one individual, then the Vesting Order will disclose for land title office registration purposes that they will together take title to the Property as "joint tenants" with equal interests unless at least 24 days before the Completion Date their conveyancing solicitor or notary otherwise in writing informs the Seller's conveyancing solicitor. The Seller will not be bound by any term in the Contract describing the Buyer otherwise, or allowing the Buyer to complete the sale with a different name.

BUYER:

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Per:

SELLER:

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Per:

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