

**“SCHEDULE A”
TO CONTRACT OF PURCHASE AND SALE
(COMMERCIAL REAL ESTATE)**

The following terms replace, modify, and where applicable override the terms of the attached Contract of Purchase and Sale (“Contract”). Where a conflict arises between the terms of this Schedule A and the Contract, the terms of this Schedule A will apply.

The references in this Schedule A to specific clauses in the Contract are references to the clause numbers in the form of Contract of Purchase and Sale for Commercial Real Estate published by the British Columbia Real Estate Association and Canadian Bar Association (BC Branch) (“Real Estate Contract”). If the Contract attached hereto has different clause numbers than the Real Estate Contract, the terms of this Schedule A will apply with the necessary changes and with equal effect to the equivalent clauses of the Contract notwithstanding the different clause numbers.

All defined terms used herein have the same meaning ascribed to them in the Contract. For greater certainty, all references to the “Seller” in the Contract and in this Schedule A will be read as references to **Business Development Bank of Canada**.

The Seller’s acceptance of this offer is pursuant to Court Order and not as registered owner of the Property.

1. The following is added to Clause 16 (Conditions) of the Contract:
 - (a) This Schedule A is included in and forms a part of the Contract;
 - (b) The Contract is subject to Court approval. This condition is for the sole benefit of the Seller. Notwithstanding the foregoing and any other provisions of the Contract, in the event this Contract is approved by the Court, written notice to the Buyer that this condition has been fulfilled shall not be required; and
 - (c) If the Contract includes a condition for the Buyer’s benefit making this Contract subject to the Buyer’s approval of a satisfactory inspection or environmental report or a similar condition, then in the event the Buyer fails to waive or declare fulfilled that condition within the time limited therefore, then the Buyer shall no later than two days following the time limited for removal of that condition deliver to the Seller a copy of the inspection report.
2. The following is added to Clause 18 (Possession) of the Contract:

Notwithstanding any other provisions of the Contract, the Seller shall have no obligation to remove from the Property any personal possessions, chattels or garbage left in or at the Property in the event a tenant vacates premises in the Property prior to the Completion Date, nor any obligation to ensure premises are provided to the Buyer in “broom swept” condition.
3. Clause 20 (Included Items) of the Contract is deleted and replaced by the following:
 - (a) The property being purchased under this Contract is limited to real property and does not include any personal property or chattels;
 - (b) The Property is being purchased “as is where is”;
 - (c) The Buyer shall save the Seller harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of possession and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including but not limited to subdivision agreement or easements. The Seller is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses

for damage caused to the Property by any occupants or their guests, invitees, assigns, agents or by any other persons unknown; and

4. Clause 21 (Viewed) of the Contract is deleted and replaced by the following:

- (a) The Property is being purchased “as is where is”. The Seller makes no representation, warranty or covenant with respect to the condition of the lands, premises or buildings or other structures on the Property which is being sold pursuant to this Contract except as may expressly be set out herein. The Buyer expressly agrees that neither the Seller nor its agents or representatives have any liability, responsibility, duty or obligation to disclose to the Buyer any information or knowledge that they have with respect to the condition of the Property or any latent or patent defects thereto;
- (b) The Buyer acknowledges that the Property may contain certain defects, either patent or latent which the Seller may or may not have knowledge of;
- (c) The Buyer agrees:
 - (i) That the Buyer has conducted its own review and assessment of all aspects of the Property, including without limitation the location and sighting of any dwelling or other structure on the Property, the Property’s adequacy and legality for any proposed use, the presence of contaminants or hazardous materials on the Property, any water leaks or water damage or other damage on the Property and any latent or patent defects in or about the Property, and the Buyer has not relied on anything that the Seller, its agents and representatives, have said, should have said, or have failed to say with respect to the status of Property or its condition. The Buyer specifically confirms that it is aware that there is the possibility of environmental contamination on the Property and hereby release, remise and forever discharge the Seller from any and all claims, actions, causes of action and claims for loss or damages or otherwise as against the Seller, its agents or representatives, with respect to such environmental contamination;
 - (ii) That the Buyer has no claim, action, cause of action, claim for loss or damages against the Seller, its agents and representatives with respect to the condition of the Property, including without limitation latent or patent defects in or about the Property, any structure on the Property or any ancillary use or services concerning the Property, and for any inability to rent or otherwise use or enjoy all or any part of the Property for any purpose whatever. The Buyer, their successors and assigns, hereby release, remise and discharge the Seller, its agents and representatives, of any and all claims, actions, causes of actions, damages or loss, which the Buyer, its successors and assigns, may have now or in the future in any way arising directly or indirectly from the purchase of the Property from the Seller, its agents or representatives, and/or from this Contract including without limitation claims arising out of latent or patent defects to the Property whether known or unknown to the Seller, its agents or representatives at any time prior to the Completion Date and the Possession Date;
- (d) The Buyer covenants and agrees that they may or may not have had, from time to time, disclosure or disclosures from the Seller, its agent and/or representatives respecting the use of, condition of or defects to the Property. However, any such disclosure or disclosures have not in any way been relied upon by the Buyer and the Buyer confirms and agrees that they have conducted their own analysis and assessments of the condition of the Property and relied on nothing that the Seller, its agents and/or representatives may or may not have said or disclosed;

- (e) The Buyer acknowledges having read the document entitled “Information About the Contract”, which indicates among other things the closing costs to be paid by the Buyer on completion of the sale. The Buyer also acknowledges and accepts the Buyer’s obligation to pay the Provincial Property Transfer tax payable upon completion of this sale unless the Buyer qualifies for an exemption;
 - (f) The Buyer acknowledges that the Buyer has had the opportunity to conduct its own independent enquiries and investigations and has satisfied itself as to the boundaries and zoning bylaws of the Property and has satisfied itself as to the size of the Property and premises. The Buyer acknowledges that all data disclosed on the multiple listing service or advertised or published elsewhere by the Seller’s agent concerning the Property originates from sources believed by the Seller’s agent to be reliable but is not guaranteed, and that such information cannot not be relied upon by the Buyer without the Buyer’s own independent verification; and
 - (g) The Buyer acknowledges that if the Property has additional accommodation, whether or not authorized by municipal zoning or other required government authority, then the Buyer is aware of the consequences and potential loss of income should such use be discontinued.
5. Clause 22 (Title) of the Contract is deleted and replaced by the following:
- Title: Free and clear of all encumbrances of the parties to **Supreme Court of British Columbia, Vancouver Court Registry, Action No. VLC-S-H-241051** (the “Proceeding”) in accordance with an Order of the Court 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, notices of bylaw infraction or contravention, and existing tenancies, if any.
6. Clause 26 (Tender) of the Contract is deleted and replaced by the following:
- Tender or payment of monies by the Buyer to the Seller will be by certified cheque or bank draft.
- 6A. Clause 27A (Seller’s Particulars and Residency) is deleted and replaced by the following:
- The Seller makes no representations as to residency of the registered owner(s) of the Property and will make no representations or declarations about residency at closing. Any declaration as to the residency of the Seller in the Contract shall relate solely to the residency of the Seller in its role as the seller by Court Order in the Proceeding. The Buyer hereby warrants and represents to the Seller that the Buyer has made reasonable inquiry within the meaning of section 116(5)(a) of the *Income Tax Act* and is satisfied that the registered owner(s) of the Property is/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 Agreement without holdback under section 116(5) of the *Income Tax Act* or related sections.
7. Clause 28 (Time) of the Contract is deleted and replaced by the following:
- Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may at the Seller’s option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Seller’s on account of damages without prejudice to the Seller’s other remedies.
8. The following wording contained in Clause 41 (Acceptance Irrevocable) is deleted:

It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

- A. Fulfill or waive the terms and conditions herein contained; and/or
- B. Exercise any option(s) herein contained.

9. The following is added to Clause 44 (Acceptance) of the Contract:

The acceptance of this offer by the Seller is pursuant to a Court Order for Conduct of Sale of the Property and not as seller or owner of the Property. The offer contained in this Contract is subject to the approval of the Supreme Court of British Columbia ("Court") in the Proceeding and this Contract will become binding and effective on the Seller and the Buyer from the time an Order is made by the Court approving this Contract. Notwithstanding any terms or conditions to the contrary in the Contract, the Buyer shall have no action, course of action or claim against the Seller arising out of this Contract. The Seller hereby advises the Buyer that the Seller's obligations in connection with this offer are limited to putting this offer before the Court. 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 Proceedings, 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. In that regard, the Buyer must make its own arrangements to support this offer in Court.

10. The Buyer acknowledges and agrees that the Seller may disclose the amount of this offer, following acceptance by the Seller and prior to Court approval of the Contract, to any person.

11. An Order approving this Contract:

- (a) will describe the Buyer exactly as the Buyer appears on the first page of the Contract and following completion of the sale the Buyer will appear as registered owner of the Property on title; and
- (b) if the Buyer is comprised of more than one person, will describe the Buyer as "joint tenants" with equal interests;

unless not less than 4 business days prior to the hearing of the application for approval of the Contract, the Buyer or their conveyancing solicitor or notary advises the Seller's solicitor in writing of a change to (a) or (b) herein. Absent such written notice, the Seller shall not be bound by any term in the Contract purporting to describe the Buyer or its interests otherwise or allowing the Buyer to complete the sale with a change in name.

12. This offer may be terminated by the Seller at its sole option at any time before the Court makes an order approving the sale of the Property if:

- (a) the mortgage which is the subject of the Proceedings is redeemed pursuant to the terms of the Order Nisi pronounced in the Proceedings;
- (b) the mortgage which is the subject of the Proceedings is otherwise reinstated or redeemed; or
- (c) in accordance with an Order of the Court;

and in any such event the Seller will have no further obligations or liability to the Buyer under this Contract or otherwise. This condition is for the sole benefit of the Seller.

13. No property condition disclosure statement concerning the Property forms part of this Contract whether or not such a statement is attached to it.

14. Goods and Services Tax ("GST") is not included in the purchase price. In addition to the balance due on closing, the Buyer covenants and agrees to pay to the Seller at closing the amount of GST which may be imposed on the sale of this Property. The Buyer further indemnifies and saves harmless the Seller and its solicitors from all claims that may be made in connection with any GST which may be applicable to this transaction. The Seller shall not be responsible to provide any certificates with respect to the applicability of GST to the transaction.
15. The Buyer certifies that he/she/it/they will be the legal and beneficial owner of the Property.
16. The Buyer acknowledges and agrees that the normal and expected practice of the Court on an application for an order approving a sale, when faced with bids, is to direct all bidders (including the original offeror) to submit a final bid in a judicial sealed bid process. The Buyer irrevocably agrees to such a judicial procedure and also acknowledges that such a process may well occur on an application to Court for an Order approving this Contract.

SELLER:
Business Development Bank of Canada, by Court Order

Per:

Date:_____

BUYER: _____

Per:

Date:_____