

SCHEDULE "A"

**TO THE REAL ESTATE CONTRACT OF PURCHASE AND SALE BETWEEN
_____ ("VENDOR") AND _____
("PURCHASER") IN RESPECT OF _____
(THE "PROPERTY")**

The terms of this schedule replace, modify and, where applicable, override the terms of the attached Contract of Purchase and Sale (the "Standard Contract"). Where there is any inconsistency between the terms of this schedule and the Standard Contract, the provisions of this schedule shall prevail.

1. The Purchaser acknowledges that the Vendor is not the owner of the Property but is selling the Property as part of a court-ordered sale proceeding (the "Proceeding") pursuant to an order of the Supreme Court of British Columbia (the "Court").
2. The acceptance of this offer is subject to the approval of the Court and will become effective from the time an order is made by the Court approving this offer. This condition is for the sole benefit of the Vendor.
3. With respect to this offer, the Purchaser acknowledges that:
 - a. Subject to paragraph 4 hereof, the Vendor's obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court;
 - b. prior to the approval of this offer by the Court, the Vendor may continue to market the Property and, if other offers for the Property are received, is obligated and must present those offers to the Court as well;
 - c. once this offer is before the Court, the Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers and to make any further orders the Court may make regarding the Property; and
 - d. given the Vendor's position, it may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Vendor gives no undertaking to advocate the acceptance of the offer and the Purchaser must make its own arrangements to support this offer before the Court.
4. This offer may be terminated at any time before the Court approves the offer if the financial obligation of the current owner of the Property is redeemed or if the Vendor determines that it is inadvisable to present the offer to the Court and the Vendor will have no further obligations or liability to the Purchaser under this agreement in either case.
5. The Purchaser agrees to accept the Property on an "As Is Where Is" condition and subject to any outstanding work orders or notices of infraction as of the date possession is given to the Purchaser and subject to the existing municipal or other governmental by-laws, or orders affecting its use including subdivision agreements and easements.
6. The Purchaser acknowledges that there are no representations and/or warranties being made by the Vendor with respect to:
 - a. the fitness, condition, zoning or lawful use of the Property;
 - b. whether the Property complies with any existing land use or zoning by-laws or regulations or municipal development agreements or plans;

- c. the location of any buildings and other improvements on the Property and whether such locations comply with any applicable municipal bylaws or regulations;
 - d. whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - e. whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - f. the size and dimensions of the Property or any buildings or improvements located thereon;
 - g. whether or not the Property is contaminated with any hazardous substance as so defined under the laws of the Province of British Columbia; and
 - h. whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.
7. The Purchaser acknowledges that the Vendor is making no representations and/or warranties whatsoever with respect to the Property. The Purchaser acknowledges that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Property.
 8. No property condition disclosure Statement concerning the Property shall form part of this agreement, whether or not such Statement is attached to this agreement.
 9. The Vendor makes no representations or warranties with respect to the condition of the Property on the Completion Date. The Purchaser further acknowledges that any items that are not on the Property or attached to any buildings on the Property on the Completion Date will be the responsibility of the Purchaser and not the Vendor.
 10. The Purchaser acknowledges that any fixtures attached to the Property are accepted by him at his own risk without any representation or warranty of any kind from the Vendor as to the ownership or state of repair thereof
 11. The Purchaser acknowledges that this Contract of Purchase and Sale does not include any chattels located on the Property as the Vendor has no authority to convey any such chattels. The Purchaser further acknowledges and agrees that the Vendor shall not be responsible for removing any chattels from the Property on or before the Completion Date and any subsequent use or disposal of such chattels by the Purchaser shall be done at the risk of the Purchaser.
 12. The Vendor will make all reasonable efforts to ensure vacant possession of the Property is provided to the Purchaser on the Completion Date. As the Vendor is not in possession of the Property and has no control over whether or not the owners or tenants in possession of the Property vacate the Property on the Possession Date (other than through the Court Order approving this contract), the Vendor will make all reasonable efforts to obtain a Writ of Possession or similar Court proceeding to ensure vacant possession as soon as possible on or after the Possession Date. The Purchaser acknowledges that if vacant possession is not available on the Possession Date, the Purchaser will complete the sale in any event and allow the Vendor a reasonable time to obtain vacant Possession through a Writ of Possession or similar Court proceeding.

13. The Vendor is not required to provide the Purchaser with a real property report or compliance certificate or survey report. Should the Vendor provide the Purchaser with a copy of a survey or real property report, the Purchaser agrees that any use of or reliance upon such document shall be at the Purchaser's own risk. The Purchaser must satisfy himself that the survey or real property report, which the Vendor may provide, accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Vendor shall not be responsible for any errors or omissions which might exist on such document. The Vendor does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.
14. If the Property is a strata property:
 - a. the Vendor is not required to provide any condominium or strata corporation documentation to the Purchaser and the Purchaser shall be solely responsible to obtain any such documentation he may require. Without limiting the generality of the foregoing, the Purchaser must obtain on his own and at his sole expense copies of minutes of meetings of the strata corporation or strata council, the strata corporation's by-laws and financial statements for the strata corporation;
 - b. the Purchaser must satisfy himself with the condition of the strata unit, the common property and the financial condition of the strata corporation and agrees that neither the Vendor nor its agents have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the strata corporation might have, any potential special assessments which might be levied by the strata corporation or the existence of any legal actions pending against the strata corporation;
 - c. the Vendor makes no representation or warranty regarding the existence of any potential or actual levy for contribution to common expenses relating to the common property of the strata corporation or any limited common property attributable to the Property;
 - d. the Vendor shall be responsible for amounts payable up to the Adjustment Date on account of any regular monthly strata fees; and
 - e. the Purchaser shall be responsible for any levy referred to in paragraph 14(c) hereto known or unknown or whether assessed that may arise or become levied, save and except the levied amount of \$_____.
15. In addition to the purchase price payable hereunder, the Purchaser shall pay to the Vendor and indemnify the Vendor against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act (Canada). The Vendor will not provide the Purchaser with a Certificate of Exempt Supply or any other certificate that this purchase and sale transaction is not subject to G.S.T. Should the Vendor fail to collect G.S.T. from the Purchaser, it shall not be construed by the Purchaser as a certification by the Vendor that no G.S.T. is payable by the Purchaser hereunder and the Purchaser shall remain liable for any G.S.T. which may be payable with respect to this transaction.
16. In the case where the Property is tenanted and the Purchaser is assuming the tenancy, no adjustments, including but not limited to adjustments for rent or security deposits, will be made to the purchase price to account of such tenancies.
17. The standard Canadian Bar Association conveyancing undertakings shall not be used with respect

to this transaction unless the Vendor's solicitor consents to their use.

18. Payment of any monies from the Purchaser to the Vendor hereunder shall be by way of bank Draft.
19. The Vendor and the Purchaser agree that this contract may be signed in counterpart and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Purchaser agrees to promptly deliver an executed original contract to the Vendor.

Dated this _____ day of _____, 201__.

Vendor

Purchaser