

Schedule "A"  
TO THE AGREEMENT OF PURCHASE AND SALE

BETWEEN:

\_\_\_\_\_  
(Seller)

AND:

\_\_\_\_\_  
(Buyer)

RE:

\_\_\_\_\_  
(Municipal address of property)

The parties agree that the following terms replace, modify and, where applicable override the terms of the attached contract of purchase and sale 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" will apply.

1. Title will be transferred to the Buyer free and clear of all financial encumbrances in accordance with a Vesting Order of the Court.
2. Any existing registered financial charges to be paid under the terms of the Vesting Order may be paid by the Seller upon receipt of the Purchase Price and 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 terms of the Vesting Order.
3. Possession will be governed by the terms of the Vesting Order.
4. The Buyer will assume all tenancies that may exist on the completion date and no adjustments for rents or security deposits or other any other amount related any such tenancy will be made to the Purchase Price.
5. The Buyer is purchasing the property on an "as is - where is" basis as of the completion date. The Buyer agrees that the Seller has no obligation to maintain the property in the condition it may have been in at some time before the completion date contemplated by this agreement. The Buyer agrees that the Purchase Price does not include any chattels/personal property. The Seller assumes no risk with respect to the buildings on the Property or any other items included in this purchase and sale.
6. No property condition disclosure statement concerning the Property will be given by the Seller.
7. 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 acceptance of this offer is subject to the approval of the Supreme Court of British Columbia and will become effective from the time an order is made approving this offer (the Vesting Order). The Seller hereby advises the Buyer that the Seller's obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court. 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. 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 exclusively advocate the acceptance of only this offer. In that regard the Buyer may wish to consider making its own arrangements to support this offer in Court if other offers are received by the Seller. The Buyer agrees the Seller will disclose the purchase price being offered to any prospective buyers indicating an intention to submit an offer to purchase the Property.

8. Acceptance of this offer by the Seller and any obligation of the Seller to put this offer before the Court may be terminated at any time before the Court makes an order approving this sale if the mortgage which is the subject of these proceedings is redeemed, or if the mortgage is brought into good standing or at the option of the Seller in its sole discretion. This condition is for the sole benefit of the Seller.

9. Real estate commission is payable relative to this offer only if this offer is approved by the Supreme Court of British Columbia and the sale is completed pursuant to the Court's order.

10. The Buyer agrees that there may be GST and PTT payable relating to this transaction and that it is the responsibility of the Buyer to pay any such tax accruing on this sale. The Buyer agrees that the Seller may be responsible to collect and remit GST payable on this transaction. Accordingly the Buyer agrees to pay any such tax to the Seller so that the Seller can, in turn, pay such GST as may be due and owing on this sale.

11. The Buyer is satisfied that there is no need for a holdback from the purchase price for the possibility that the Seller is not a Canadian resident for the purposes of the Income Tax Act.

12. The Buyer agrees not to holdback any part of the purchase price for any reason.

13. The Seller, as party having conduct of sale of the Property pursuant to a Court Order, is not and will not be liable to the Purchaser, nor to anyone claiming by through or under the Purchaser, for any damages, costs or expenses, including but not limited to damage caused to the Purchaser by the registered owner(s) of the Property or his/her tenants, guests, assigns, agents or persons unknown, or for them failing to provide vacant possession when required. The Purchaser acknowledges that if vacant possession is not available on the possession date, the Purchaser will complete the sale in any event. The Seller will make reasonable efforts to obtain a Writ of Possession or similar Court proceeding, and the Purchaser acknowledges that this process may take a considerable period of time.

Seller:

Buyer:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: .

Name: .

Date: \_\_

Date: \_\_