

**SCHEDULE "A" TO CONTRACT OF PURCHASE AND SALE  
FOR THE PROPERTY DESCRIBED IN THE ATTACHED CONTRACT OF  
PURCHASE AND SALE (THE "PROPERTY")**

The following terms replace, modify, and where applicable override the terms of the attached contract of purchase and sale (the "Contract"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of Schedule "A" will apply.

The references in Schedule "A" to specific clauses in the Contract are references to the clause numbers in the contract of purchase and sale used by the Real Estate Board of Greater Vancouver (the "Real Estate Board Contract"). If the Contract attached hereto has different clause numbers than the Real Estate Board Contract the terms of 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 references to the "Seller" in the Contract and in Schedule "A" will be read as references to the seller described as such at the top of the first page of the Contract (the "Seller").

1. Clause 21 of the Contract is deleted, and replaced by the following:

The acceptance of this offer by the Seller is pursuant to a Court Order made in a foreclosure proceeding in the Supreme Court of British Columbia (the "Foreclosure") and not as seller or owner of the Property. The acceptance of this offer by the Seller 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 by the Court approving this offer. The Buyer acknowledges and agrees that the date of the application for that Order will be at the sole discretion of the Seller. The Buyer also acknowledges and agrees 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. 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 Foreclosure, 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. The Buyer also acknowledges and agrees that the normal and expected practice of the Court on an application for an Order approving a sale, when faced with more than one bid, is to direct all bidders (including the original bidder) to then each submit one final bid in a judicial sealed bid auction. The Buyer also acknowledges and agrees that such a sealed bid auction may well result on an application to Court for an Order approving this offer.

If the Court vacates, sets aside or varies an Order approving this offer for any reason whatsoever (except any willful misconduct of the Seller), then the Seller shall not be liable to the Buyer or any other person in any way whatsoever, in connection therewith.

2. Clause 9 of the Contract is deleted, and replaced by the following:

"Title: Free and clear of all encumbrances of the parties to the Foreclosure, in accordance with an Order of the Court (the "Vesting 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, and except as otherwise set out herein."

3. This offer may be terminated at any time before the Court makes an Order approving this offer if the mortgage which is the subject of the Foreclosure is redeemed or refinanced, or if the Seller determines in its sole discretion that it is inadvisable to present this offer to the Court, and the Seller will then have no further obligations or liability to the Buyer under this Contract. This condition is for the sole benefit of the Seller.

The solicitors for the Seller will determine the date of any application to Court for an Order approving this offer, in their sole discretion.

This offer may be terminated at any time prior to the completion date if any Order of the Court or other Court of competent jurisdiction renders the completion impossible or inadvisable, and in that event the Seller will have no further obligations or liability to the Buyer under the Contract. This condition is for the sole benefit of the Seller.

4. Clause 9 of the Contract is amended by adding the following, and Clause 14 of the Contract is deleted, and replaced by 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 money, but in this event the Buyer may pay the purchase money to the Seller's lawyer in trust, on undertakings to pay those financial charges in accordance with the Order."

5. Clause 10 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 lawyer's or notary's trust cheque only."

6. Clauses 7 and 8 of the Contract are deleted and replaced by the following:

“The Property includes real property only, and no personal property. The Buyer is purchasing the Property and, if applicable, any interest in a strata corporation and its property (the “Strata Property”) on a strictly “as is, where is” basis, as of the time of actual possession. Without limiting the generality of the foregoing, the Buyer acknowledges that the Seller has not made, and will not make, any warranty or representation relating to the Property or to any Strata Property, including any warranty or representation as to environmental condition, size, dimensions, fitness, design or condition for any particular purpose, quality, or the existence of any defect, whether latent or patent, including any defect relating to water penetration or water leakage. The Buyer waives any right to a site profile or any other report under the B.C. *Environmental Management Act* or any other statute.”

7. Clause 12 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 the Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Seller on account of damages, without prejudice to the Seller’s other remedies.

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

9. If the Property is a “new home” (as defined in the *BC Homeowner Protection Act*) the Buyer will provide the Homeowner Protection Office (the “HPO”), prior to approval of this offer by the Court, with evidence satisfactory to the HPO that the Buyer or the Buyer’s residential builder has arranged or will arrange coverage for the Property by home warranty insurance provided by a home warranty provider. The obligation of the Seller to complete a sale of the Property to the Buyer is conditional on the Buyer complying with the foregoing.

10. The Seller is not required to provide the Buyer with a Form F, a Form B, or any other documents with relation to the Strata Property.

11. Clause 5 of the Contract is modified, by adding the following:

- a) Possession will be by operation of and pursuant to the terms of the Order.
- b) No adjustments, including but not limited to adjustments for rents or security deposits, will be made to the purchase price on account of any tenancies.
- c) If any occupant of the Property does not vacate the Property by the possession date, then the Seller will apply for a Writ of Possession and instruct a Court Bailiff to deliver possession to the Buyer. This is the Seller’s only obligation as regards possession. The Seller will not be liable to the Buyer or any other person in any way whatsoever (apart from the Seller’s obligation to apply for a Writ of Possession and instruct a Court Bailiff), if possession cannot be delivered to the Buyer on the possession date. The Buyer acknowledges that considerable time is often required, to obtain Writs of Possession. The Seller will not be responsible for removing any personal property left on or about the Property, by any occupant of the Property or otherwise.

12. The Vesting Order will describe the Buyer exactly as the Buyer appears at the upper right on the first page of the Contract, so the Buyer as described at the upper right on the first page of the Contract will appear as the owner of the Property after completion of the sale. 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.

13. The Buyer is responsible for paying GST or HST (if any).

BUYER(S)

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

THE SELLER

Per \_\_\_\_\_

Date: \_\_\_\_\_