

Schedule "A"

Schedule A to Contract of Purchase and Sale dated _____, 2019.

- 1) The following terms replace, modify, and where applicable override the terms of the attached Contract of Purchase and Sale (the "Offer").
- 2) Where a conflict arises between the terms of this Schedule "A" and the Offer, the terms of this Schedule "A" will apply. Capitalized terms not defined in this Schedule "A" shall have the meanings ascribed to them in the Offer.
- 3) All references to the "Seller" in the Offer and in this Schedule "A" will be read as references to Gordon Keith Finney and Ruth Eileen Finney, acting pursuant to the Order (the "Conduct Order") of the Supreme Court of British Columbia, Vancouver Registry (the "Court") granted on April 15, 2019, Action No. H-180596 (the Proceedings") directing the sale of the Property, with conduct of sale in favour of the Seller. Notwithstanding anything herein to the contrary, the Buyer acknowledges that the Seller is acting only in such representative capacity pursuant to the Conduct Order and that the Seller shall have no liability whatsoever under, as a result of or in relation to the entering into or carrying out the transaction which is the subject matter of this agreement.
- 4) The Seller makes no representations or warranties as to the residency of the registered owner(s) of the Property and will make no representations or declarations about same 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* of Counsel 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 Agreement without any holdback under s.116(5) of the *Income Tax Act* or related sections.
- 5) No property condition disclosure statement concerning the Property shall form part of any agreement for purchase and sale (the "Contract") concluded between the Seller and the Buyer, and the Buyer is relying entirely on its own inspection and neither the Seller nor its agents make any representations or warranties whatsoever in respect to the Property including, without limitation, with respect to title thereof, or in connection with, the use or condition of the Property including any buildings dwelling or any personal property thereon and in respect to all matters whatsoever, the Buyer accepts the Property "as is where is". Without limiting the generality of the foregoing or any other provision thereof, the Buyer acknowledges that it is relying on its own environmental inspection or investigation of the Property and is not relying on the Seller, and Buyer further acknowledges and agrees that the Seller makes no representations or warranties in respect to the environmental condition of the Property, Without limiting the generality of the foregoing or any other provision hereof, the Buyer acknowledges and agrees that there are no representations or warranties with respect to:

- a. the fitness, condition, zoning or lawful use of the Property, the Buyer's intended uses or development or redevelopment thereof;
 - b. whether the Property complies with any existing land use or zoning or any other bylaws 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. the location or any building 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 improvement located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - f. whether or not any buildings or improvement located on any neighbouring lands encroach onto the Property;
 - g. the size and dimensions of the Property or any buildings or improvements located thereon;
 - h. whether or not the Property is contaminated with any hazardous substance as so defined under the laws of the Province of British Columbia; or
 - i. whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.
- 6) Notwithstanding any other provision hereof, as the Buyer is purchasing the Property "as is, where is", and as the Seller is not in possession of the Property, the Buyer acknowledges that the Seller has no obligation to maintain the Property in a condition it may have been when viewed by the Buyer or at such time as when the Buyer made the Offer.
- 7) The Buyer acknowledges that the Seller has obtained the Conduct Order and will be selling the Property pursuant to the Conduct Order. Notwithstanding anything to the contrary herein contained, the Seller's obligation to complete the sale of the Property in accordance with the terms and conditions of the Contract is subject to the following (collectively the "Seller's Condition"):
- a. the Seller obtaining and receiving from the Court on a date to be determined following the removal of all conditions precedent for the sole benefit of the Buyer listed in the Offer (including this Schedule "A"), a vesting order (the "Vesting Order") which shall:

- i. approve the sale of the Property to the Buyer in accordance with the terms of the Offer as accepted;
 - ii. vest legal and beneficial title in and to the Property in the Buyer; and
 - iii. order and direct the Land Title Office to transfer fee simple title to the Property to the Buyer free and clear of all registered encumbrances except this expressly permitted (the "Permitted Encumbrances") as shown in Annexure "A" hereto; and
 - b. the Seller not being restrained or enjoined from completing the sale by a court of competent jurisdiction or the filing or registration of any document preventing the Seller from giving good title to the Buyer;
- 8) If:
 - a. any person shall become entitled to pay (including as an assignment of the Seller's mortgage or assignment of rents) or redeem the security of the Seller which forms the subject matter of the Proceedings and does so prior to the completion of the purchase and sale contemplated by the Contract; or
 - b. the Seller's application for the Vesting Order is denied or the Seller is unable for any of the reasons described in paragraph 7(b) of the Schedule to complete the sale pursuant to the Vesting Order;
 - c. the Court grants another person the right to list, market and sell the Property; or
 - d. if Seller in its unfettered opinion determines it is unadvisable to present the offer to the Court Then the Seller shall have the unqualified right to terminate the Contract and upon the Seller giving written notice to the Buyer that it is so doing, the Contract shall be cancelled and the Deposit plus all accrued interest thereon will be returned to the Buyer without deduction, and the Seller shall not be further obligated to the Buyer.
- 9) If the Offer is accepted by the Seller within the time allowed, and the Seller's Condition is satisfied or waived within the time allowed, and the Buyer subsequently fails to complete the purchase of the Property on the Completion Date pursuant to the terms and conditions contained in the Accepted Offer (including this Schedule "A") due to its own fault or neglect, the Deposit shall be absolutely forfeited to the Seller as provided for in the Offer and the Buyer shall have no interest in the Property.
- 10) Acceptance of the Offer by the Seller is pursuant to the Conduct Order and not as owner of the Property and will become effective from the time the Vesting Order is granted. Until such time, 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 its position and 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. In that regard, the Buyer must make its own arrangements to support this Offer in Court. The Buyer acknowledges that another party or parties may attend the Court on the date scheduled to hear the Seller's application for the Vesting Order for the purpose of submitting an offer or offers to purchase the Property.

- 11) The Buyer acknowledges that there may be tenants, occupants, or guests on the Property and the Buyer accepts and assumes such tenants, occupants, or guests, and it is agreed that there will be no adjustment of rents or security deposits on completion of the purchase and sale contemplated herein, and further the Buyer will assume any tenancies, if any that may exist on the Completion Date.
- 12) The Completion, Possession, and Adjustment dates shall be ten (10) business days following court approval, subject to any right of the Seller to extend such dates as may be given in any vesting order.
- 13) Without limiting the generality of any other provision hereof, if the Seller or any person on its behalf provides the Buyer with any information (including due diligence materials in its or their possession) concerning the Property, such as, without limitation, appraisals, engineering reports, environmental studies etcetera., such information (the "Information") is provided strictly on the understanding that neither the Seller nor anyone on its behalf makes any representation, declarations or warranties, express or implicit, as to the accuracy or completeness of such information. The Seller expressly disclaims any and all liability for any errors or omissions related to or concerning such Information including its lack of completeness. Neither the Seller nor anyone acting on its behalf shall be under any obligation to take any actions whatsoever to consider the contents of the Information, its accuracy, completeness. Neither the Seller nor anyone acting on its behalf shall be under any obligation to take any actions whatsoever to consider the contents of the Information, its accuracy, completeness or relevance, the Buyer assuming all such responsibility.
- 14) Notwithstanding any provisions of the Offer to the contrary:
 - a. the Purchase Price shall be subject to customary and usual adjustments on account of matters such as property taxes, utilities, fuel tank credits, and the like; and
 - b. the Purchase Price will exclude all GST, PST, Property Transfer Tax and other similar sales taxes, if applicable, and if such taxes apply, the same shall be paid by the Buyer on the Completion date.
- 15) The Buyer represents and warrants to the Seller that:

- a. the Buyer has and will have, on the Completion Date, all necessary power, authority and capacity to carry out the transactions contemplated hereby, and will be registered for the purpose of Part IX of the Excise Tax Act (Canada);
- b. the Buyer is not a non-resident of Canada for income tax and Investment Canada purposes.

The Buyer acknowledges that the Seller is relying upon such representations, warranties and/or covenants without which the Seller would not have accepted this Offer.

- 16) On or before the Completion Date the Seller shall deliver to the Buyer (or its legal counsel), in addition to any other closing documentation, properly executed a Court certified copy of the Vesting Order suitable for registration in the Land Title and Survey Authority Office.
- 17) The Buyer agrees to deliver to the Seller (or its legal counsel) as part of the Closing, the following:
 - a. certified solicitors' trust cheque or bank draft for the balance of the Purchase Price after all closing adjustments and holdbacks;
 - b. a statement of adjustment accompanied by an undertaking by the Seller and the Buyer to readjust any errors, omissions or changes in such statement of adjustments; and
 - c. any and all such further certificates, agreements or documents as reasonably required by the Seller to give effect to the Contract. Notwithstanding any other term of this addendum or the Offer, the Seller shall not be responsible for proving any certificates with respect to the applicability of GST to this transaction.
- 18) The closing (the "Closing") for the transaction contemplated hereby shall occur on the Completion Date at the offices of the Seller's legal counsel unless otherwise agreed among the parties and their respective solicitors that the Closing may be conducted in escrow or on acceptable solicitor's undertakings. If the Land Title and Survey Authority Office is not open on the date set for the Completion Date, the Completion Date shall be the first day thereafter that it is open for business. It shall be the Buyer's responsibility to prepare or cause to be prepared a Statement of Adjustments and any other documents necessary to complete the transaction (other than the Vesting Order) and to deliver such documents to the Seller's solicitor not less than three (3) business days prior to the Completion Date. The Buyer shall bear all costs of preparation and registration of the closing documents. The Seller shall bear its own costs for discharging the charges it is required to discharge. All documents required to transfer the Property to the Buyer will be delivered, when required, in registerable form. Payment will be made by bank draft or solicitor' certified trust cheque.

- 19) The Seller shall be paid the Purchase Price on the Completion Date except for those adjustments agreed upon if in accordance with the Vesting Order, or any holdbacks or other unforeseen disbursements agreed to be withheld at Closing between the parties.
- 20) The Property shall be transferred to the Buyer by way of the Vesting Order, free and clear of all encumbrances of the parties to the Proceedings in accordance with the Vesting Order except for Permitted Encumbrances.
- 21) If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after a certified copy of the Vesting Order and the new mortgage documents have been lodged for registration in the appropriate Land Title and Survey Authority Office, but only if, before such lodging, the Buyer has:
 - a. made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage; and
 - b. fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and
 - c. made available to the Seller, the undertaking of the Buyer's solicitors to pay the Purchase Price upon the lodging a certified copy of the Vesting Order and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to agreed undertakings settled between the solicitors for the parties.
- 22) If the Seller has existing financial charges to be cleared from the title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's solicitors to the Seller's solicitors, on settled and acceptable undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 23) Provided that the Purchase Price has been paid by the Buyer to the Seller, the Buyer will have possession of the Property at 6pm on the Completion Date, subject to any existing tenants.

Witness

Buyer

Dated

Buyer

Witness

Seller

Dated

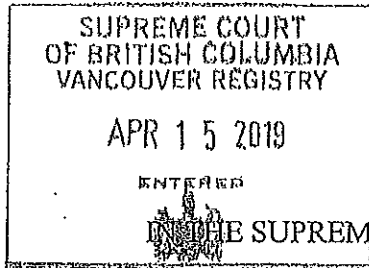
Annexure A

Permitted Encumbrances

As used herein, "Permitted Encumbrances" means all non financial encumbrances registered against title as of the date hereof and, as well, all 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 right-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.

Annexure B

Conduct Order



No. H-180596
VANCOUVER REGISTRY

BETWEEN:

VANCOUVER CITY SAVINGS CREDIT UNION

PETITIONER

AND:

KRISTA LEE PICKETT
GORDON KEITH FINNEY
RUTH EILEEN FINNEY
ALL TENANTS OR OCCUPIERS OF
THE SUBJECT LANDS AND PREMISES

RESPONDENTS

ORDER MADE AFTER APPLICATION
(CONDUCT OF SALE)

BEFORE MASTER TOKANEK) THE 15TH DAY OF APRIL, 2019

ON THE APPLICATION of the Respondents, Gordon Keith Finney and Ruth Eileen Finney;

COMING ON FOR HEARING at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, on April 15, 2019, and on hearing Brian C. Markus, counsel for the Respondents, Gordon Keith Finney and Ruth Eileen Finney, and on hearing NO ONE on behalf of the Respondent(s) _____, and no one else appearing although duly served;

THIS COURT ORDERS THAT:

1. the lands and premises situate in the Township of Langley in the Province of British Columbia, being more particularly known and described as:

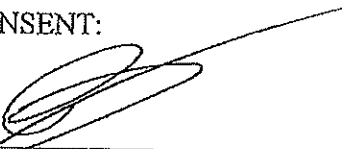
PID: 011-245-255
Lot 2 Section 1 Township 10 New Westminster District
Plan 7549

(the "Lands and Premises")

be offered for sale forthwith, by private sale, free and clear of all encumbrances of the parties, save and except the reservations, provisos, exceptions, and conditions expressed in the original grant thereof from the Crown.

2. The Respondents, Gordon Keith Finney and Ruth Eileen Finney, have exclusive Conduct of Sale and be at liberty forthwith to list the Lands and Premises for sale forthwith for a period commencing forthwith until further Order of the Court, and be at liberty to pay to any such real estate agent or agents or firm who arranges a sale of the Lands and Premises a commission of not more than 7% on the first \$100,000.00 and not more than 2 1/2% on the balance of the gross selling price to be paid from the proceeds of the gross selling price.
3. Any sale shall be subject to the approval of the Court unless otherwise agreed to in writing by all parties.
4. The Respondent, Krista Lee Pickett, or any person or persons on behalf of the said Respondent, including any person or persons in possession of the Lands and Premises, do forthwith and until further Order of this Court, permit any duly authorized agent on behalf of the Respondents, Gordon Keith Finney and Ruth Eileen Finney, to inspect, appraise, or show to any prospective purchaser the Lands and Premises, between the hours of 9:00 in the forenoon and 7:00 in the afternoon on any day of the week, including Sundays, and except holidays, and to post signs on the Lands and Premises stating that the Lands and Premises are offered for sale. If the Lands and Premises appear to be abandoned the Respondents, Gordon Keith Finney and Ruth Eileen Finney, or their agents, are hereby authorized to enter the premises for the purpose of showing same to prospective purchasers.
5. The costs of and in connection with this application be awarded to the Respondents, Gordon Keith Finney and Ruth Eileen Finney, on a party/party Scale A basis.

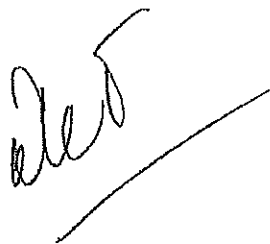

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Brian C. Markus,
Counsel for the Respondents,
Gordon Keith Finney and
Ruth Eileen Finney

Signature of

Party (or) Solicitor

BY THE COURT 

REGISTRAR