

COVE BAY DEVELOPMENTS INC.
FREEHOLD LOT SIXTH AMENDMENT TO DISCLOSURE STATEMENT
Real Estate Development Marketing Act of British Columbia

Date of Disclosure Statement: **July 22, 2021**

Date of any prior amendments: **November 23, 2021, February 18, 2022, April 19, 2022 and June 29, 2022, and December 1, 2022**

Date of this amendment: **February 6, 2023**

Developer: **COVE BAY DEVELOPMENTS INC.**

Development to be known as: **“BAYVIEW HILLS”**

Address of Development: **Block A Priestland Rd
Halfmoon Bay, British Columbia**

Address for Service: **c/o Ostrosky Law Corporation
201-1001 Gibsons Way
Gibsons, B.C. V0N 1V8**

Developer Address: **710-939 Homer St
Vancouver, B.C., V6B 2W6**

Developer's Real Estate Agent: **Tony Browton, PREC*
Re/Max City Realty
938 Gibsons Way
Gibsons, B.C., V0N 1V7**

The Disclosure Statement dated July 22, 2021 and FIRST amendment dated November 23, 2021 and SECOND amendment dated February 18, 2022 and THIRD amendment dated April 19, 2022 and FOURTH amendment dated June 29, 2022, and FIFTH Amendment dated December 1, 2022, are amended as follows:

- 1. Schedule "A" – Draft Subdivision Plan is deleted and replaced with the attached Schedule "A"**
- 2. Schedule "D" – Contract of Purchase and Sale is deleted and replaced with the attached Schedule "D"**

DEEMED RELIANCE:

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors, and any person who has signed or authorized the filing of this Disclosure Statement, are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act. The Developer, who has signed or authorized the filing of this Disclosure Statement, is liable to compensate the Purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION:

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 6th day of February, 2023.

SIGNED this 6th day of February, 2023

Director in his personal capacity:

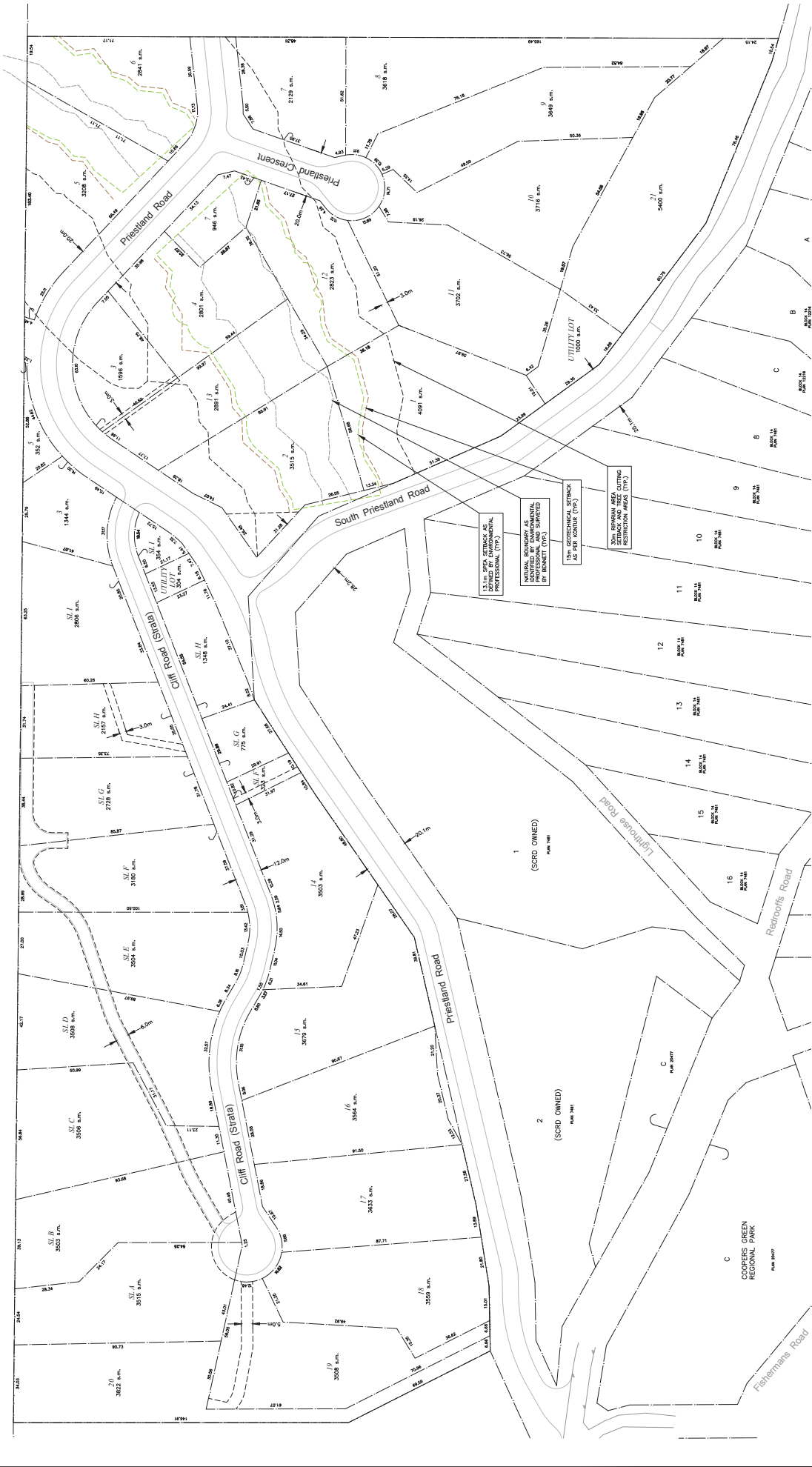
Alister Toma

Cove Bay Developments Inc.

By:

Authorized signatory

SCHEDULE A- DRAFT SUBDIVISION PLAN



1. THE LOT BOUNDARIES SHOWN ON THIS PLAN ARE THE RESULT OF A SURVEY CONDUCTED BY A PROFESSIONAL SURVEYOR AND SHOWN BY BENEVOLE (TPS).

2. THE BOUNDARY BETWEEN THE STRATA AND SOLE OWNED LOTS IS SHOWN BY A DASHED LINE AND IS THE RESULT OF A SURVEY CONDUCTED BY A PROFESSIONAL SURVEYOR AND SHOWN BY BENEVOLE (TPS).

3. THE BOUNDARY BETWEEN THE STRATA AND SOLE OWNED LOTS IS SHOWN BY A DASHED LINE AND IS THE RESULT OF A SURVEY CONDUCTED BY A PROFESSIONAL SURVEYOR AND SHOWN BY BENEVOLE (TPS).

NO.	DATE	ISSUED FOR	BY	REVISION
1	JAN 27 23	ISSUED FOR ADT	JAT	
COVE BAY DEVELOPMENTS INC. 30-LOT SUBDIVISION, PRIESTLAND ROAD SUNSHINE COAST, BRITISH COLUMBIA				
PROFESSIONAL ENGINEERS 232 JAS JAVANESSE DRIVE, SUITE 200, VICTORIA, BC V8T 2R9				
ENG. PERMIT NO. 1001444 LAND DEVELOPMENT CONSULTANTS				
APPROVED BY: J.A.T. QUANTITY: 5 T. CHECKED BY: J.A.T. DATE: JAN 13 23				
DRAWING NO. 4121 SHEET NO. SUB-1 OF 1				

SCHEDULE D – CONTRACT OF PURCHASE AND SALE

BAYVIEW HILLS

FREEHOLD LOTS

AGREEMENT OF PURCHASE AND SALE

VENDOR:

COVE BAY DEVELOPMENTS INC., a corporation formed pursuant to the laws of British Columbia and having an office located at Suite 710-939 Homer St., Vancouver, British Columbia, V7B 2W6

(the "Vendor")

PURCHASER:

Full Name: _____ Full Name: _____

Address: _____ Address: _____

Tel: _____ Tel: _____

Email: _____ Email: _____

SIN: _____ SIN: _____

This Purchaser _____ [is/is not] a resident in Canada for the purposes of the *Income Tax Act* (Canada).

This Purchaser _____ [is/is not] a resident in Canada for the purposes of the *Income Tax Act* (Canada).

This Purchaser _____ [is/is not] a foreign entity for the purposes of the *Property Transfer Tax Act* (British Columbia)

This Purchaser _____ [is/is not] a foreign entity for the purposes of the *Property Transfer Tax Act* (British Columbia)

(initial here)

(Such one or more parties being hereinafter referred to as the "Purchaser").

PROPERTY:

Proposed Lot _____ of Plan _____ (the "Lot") in the development known as "BAYVIEW HILLS" (the "Development"), to be constructed on the lands presently known and legally described as:

Parcel Identifier 015-931-901

BLOCK A (REFERENCE PLAN 1657), GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PORTIONS IN PLANS 7134, 7360, 7481 AND 7697 DISTRICT LOT 1427 (the "Lands")

PURCHASE PRICE:

The Purchase Price for the Lot will be \$ _____. The Purchase Price excludes all taxes payable upon the purchase of the Lot, including without limitation, Goods and Services Tax ("GST").

A. **Offer.** The Purchaser hereby offers to purchase from the Vendor the Lot for the Purchase Price and upon the terms set forth herein subject to the encumbrances (the “**Permitted Encumbrances**”) referred to in the Disclosure Statement (as hereinafter defined). The Purchaser acknowledges that they are purchasing a lot which is to be constructed or is presently under construction.

(initial here)

B. **Receipt of Disclosure Statement.**The Purchaser acknowledges that the Vendor has delivered and the Purchaser has received a copy of the Disclosure Statement (as defined in Section 4 of Addendum A attached hereto) and the Purchaser has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Agreement and the execution by the Purchaser of this Agreement constitutes a receipt confirming that the Purchaser received the Disclosure Statement and had a reasonable opportunity to read the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner for the Lot to pay annual contributions to costs of certain expenses.
Purchaser acknowledges that the information in Section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Purchaser’s attention.

(initial here)

C. **Electronic Delivery of Disclosure Statement and Amendments.** To the extent that the Vendor provided a copy of the Initial Disclosure Statement or a copy of any or all of the amendments to Disclosure Statement to the Purchaser by electronic means, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof, the Purchaser hereby consents to such delivery by electronic means. The Purchaser hereby acknowledges and agrees that the Vendor may, in its discretion, deliver a copy of any amendment to Disclosure Statement which is filed in respect of the Disclosure Statement, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof, and the Purchaser hereby consents to such delivery by electronic means.

(initial here)

D. **Deposit.** The Purchaser will pay the following deposits to TONY BROWTON, PREC, RE/MAX CITY REALTY (the “**Vendor’s Realtor**”) in trust **by bank draft or certified cheque in the name of “RE/MAX CITY REALTY, IN TRUST”** to be held by them in accordance with the *Real Estate Development Marketing Act* (British Columbia) (“**REDMA**”):

THE FIRST DEPOSIT (the “ First Deposit ”), equal to TEN PERCENT (10%) of the Purchase Price due upon execution of this offer by Purchaser.	\$ _____
THE SECOND DEPOSIT (the “ Second Deposit ”), equal to an additional FIFTEEN PERCENT (15%) of the Purchase Price, is due 30 days after the date this offer is accepted by the Vendor.	\$ _____

(initial here)

The First Deposit and the Second Deposit are collectively referred to herein as the “**Deposit**”.

(initial here)

Lot: _____

Interest on the Deposit will, in all cases, be for the benefit of the Vendor and will not be applied on account of the Purchase Price. Unless specifically otherwise provided herein, if the Purchaser defaults in the Purchaser's obligations hereunder, the Vendor may, at its option, retain the Deposit and all accrued interest thereon on account of damages without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default.

The Purchaser will pay the balance of the Purchase Price, subject to adjustments as described herein, on the Completion Date (as defined in Section 1 of Addendum A attached hereto) by way of solicitor's trust cheque or bank draft.

- E. **Completion, Possession and Adjustment Dates:** Are as set out in Addendum "A" attached hereto.
- G. **Acceptance.** This offer will be open for acceptance by the Vendor on presentation until withdrawn in writing by the Purchaser and upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale and purchase (the "**Agreement**") in respect of the Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

THE TERMS AND CONDITIONS ATTACHED HERETO AS ADDENDUM "A" ARE PART OF THIS AGREEMENT. READ THEM CAREFULLY BEFORE YOU SIGN.

THE PURCHASER HAS EXECUTED THIS AGREEMENT THIS DATE OF: _____, 20_____.

(Witness Signature)	(Witness Name)	(Purchaser Signature)	(Purchaser Name)
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(Witness Signature)	(Witness Name)	(Purchaser Signature)	(Purchaser Name)
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THE PURCHASER'S OFFER TO PURCHASE CONTAINED HEREIN IS ACCEPTED BY THE VENDOR THIS DATE OF: _____, 20_____.

COVE BAY DEVELOPMENTS INC. by its authorized signatory:

Authorized Signatory

P1: _____ P2: _____

ADDENDUM "A"

1. **Completion Date.** The Purchaser will deliver the balance of the Purchase Price, at the Purchaser's expense, by way of a solicitor's TRUST CHEQUE or BANK DRAFT to the Vendor's Solicitors on the Completion Date (the "**Completion Date**"). The Completion Date will be that date set out in a notice given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors/notary (the "**Purchaser's Solicitors**") as a date on which the Lot is or will be ready and title will be issued by the applicable Land Title Office (the "**LTO**"), provided that the Vendor or the Vendor's Solicitors will not give less than 14 days' notice thereof. Whether the Lot is ready refers to the Lot and not any other lot or common property within the Development and the Lot will be deemed to be ready on the Completion Date if: the LTO has issued a separate title for the Lot. If the Completion Date is a Saturday, Sunday, holiday or a day upon which the applicable Land Title Office is not open for business, the Completion Date will be the next business day upon which the LTO is open for business. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Lot will be ready and title will be issued such that title is ready to be conveyed to the Purchaser. If the Lot is not ready or titles have not been issued by the LTO on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by November 30, 2024 (the "**Outside Date**"), then this Agreement will be terminated on the Outside Date, the Deposit paid by the Purchaser will be returned to the Purchaser and the parties will be released from all of their obligations.

The Vendor confirms that it currently estimates that the Completion Dates for the Lots will occur between August 30, 2023 and November 30, 2023.

The Purchaser acknowledges that these dates have been provided by the Vendor as a matter of convenience only, they are not meant to be legally binding upon the Vendor and that the actual Completion Dates will be established in the manner set out above. The Purchaser further acknowledges that the estimated date for completion of the Development set out in the Disclosure Statement for the Development is an estimate only and may be amended from time to time.

2. **Conveyance.** A vendor's statement of adjustments and a freehold transfer (the "**Transfer**") for the Lot and, if required by the Vendor, a certificate as to the GST registered status of the Purchaser, are to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors by the Purchaser's Solicitors at least 3 business days prior to the Completion Date. The Vendor will execute and deliver or cause to be executed and delivered such statement of adjustments and Transfer to the Purchaser's Solicitors on or before the Completion Date on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post-filing title search from the LTO indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the balance of the Purchase Price due on the Completion Date by way of solicitor's trust cheque or bank draft to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The Transfer of the Lot will also be subject to the Vendor's financing arranged in connection with the Development or any builders' lien claims provided that the Vendor's Solicitors undertake to clear title to the Lot of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the LTO, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor a solicitor's or notary's undertaking to pay the Purchase Price upon the lodging of the Transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

3. **Deposit.** The Deposit will be dealt with by the Vendor's Realtor as follows:
- (a) the Deposit, or any portion thereof, received under the terms of this Agreement will be held by the Vendor's Realtor in a trust account in accordance with the provisions of REDMA;
 - (b) if the Purchaser completes the purchase of the Lot on the terms and conditions contained herein, then the Deposit will be applied to the Purchase Price and be paid to the Vendor, and any accrued interest thereon will be paid to the Vendor not on account of the Purchase Price;
 - (c) if the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Lot, then the Vendor may elect to terminate this Agreement and, in such event, the Deposit and any accrued interest

P1: _____ P2: _____

thereon will be non-refundable and be absolutely forfeited to the Vendor; or

- (d) if the Vendor fails to complete the sale of the Lot, then the portion of the Deposit paid by the Purchaser will be paid to the Purchaser (but all accrued interest thereon will be retained by the Vendor) and the Purchaser will have no further claims against the Vendor.

The payment to the Vendor of the Deposit, or any portion thereof, and any accrued interest thereon where so required, pursuant to Section 3(c) or 8 hereof will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising pursuant thereto. The return to the Purchaser of the Deposit or portion thereof and any accrued interest thereon will be the Purchaser's sole and exclusive remedy, and the Purchaser will have no further claims against the Vendor.

4. Disclosure Statement and Amendment to Disclosure Statement.

- (a) In this Agreement: (i) "**Initial Disclosure Statement**" means the initial Disclosure Statement dated July 22, 2021 filed with the Superintendent of Real Estate with respect to the Development; and (ii) "**Disclosure Statement**" means, collectively, the Initial Disclosure Statement together with and as amended by any and all amendments to Disclosure Statement filed from time to time with respect to the Initial Disclosure Statement.

5. **Rescission Rights.** Under Section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within seven days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to:

- (a) the developer at the address shown in the Disclosure Statement received by the purchaser;
- (b) the developer at the address shown in the purchaser's purchase agreement;
- (c) the developer's brokerage, if any, at the address shown in the Disclosure Statement received by the purchaser; or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

6. **Possession, Risk and Adjustment.** The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation of which the Lot forms a part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Lot will be made as of the date the balance of the Purchase Price is due. The Lot is to be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. So long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Lot have been paid in full, the Purchaser may have possession of the Lot on the day following the Completion Date (the "**Possession Date**"). The Purchaser is responsible for all utility charges as of the Possession Date and must ensure they notify the necessary utility companies to have the utilities transferred into the Purchaser's name on the Possession Date.
7. **Builders' Lien Holdback.** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the LTO in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account to accrue interest for the benefit of the Vendor, and to pay to the Vendor (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires; and (ii) the date which is 55 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. on that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builder's liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceeding will be at the sole expense of the Vendor.
8. **Time of Essence.** Time will be of the essence hereof and unless all payments on account of the Purchase Price, (including, without limitation, any portion of the Deposit or the balance of the Purchase Price) together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

P1: _____ P2: _____

- (a) terminate this Agreement by written notice to the Purchaser and, in such event, the portion of the Deposit paid by the Purchaser and any accrued interest thereon will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefore by the Vendor; or
- (b) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance (effective annual rate of 26.82%), from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Section 8(a) or grant one or more further extensions pursuant to Section 8(b) at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to Section 8(b) if the Purchaser fails to make such payment or to complete on or before such extended date.

9. **Entire Agreement/Representations.** The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, or its respective agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. The Purchaser acknowledges that the sales brochures, models, websites, representative view sets, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not in any way constitute a representation or warranty. In particular, the Purchaser acknowledges and agrees that the designs, landscaping, materials, specifications, details, gates, security features, water features, and other features set out in any materials viewed by the Purchaser are subject to change without notice, at the Vendor's sole discretion.
10. **Changes to the Development and the Lot / Purchaser Acknowledgements.** The Purchaser acknowledges and agrees:
- (a) that the Vendor reserves the right to reconfigure the Development by altering the location of some of the lots relative to other lots and changing the number of lots, all as determined by the Vendor in its sole discretion. The Purchaser also acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as required by any governmental authority, change, vary or modify the plans and specifications pertaining to the property, the Development or the Lot (including engineering, landscaping, grading, mechanical, site service or other plans) from the plans and specifications as they exist at the time the Purchaser has entered into this Agreement. The Purchaser acknowledges that the area of the Lot as shown on the Subdivision Plan to be filed in the LTO upon completion of the Development may vary from the figures shown on the Draft Subdivision Plan attached to the Disclosure Statement and in the marketing materials for the Development. The actual size, dimension and/or configuration of the lots, and/or future lots created may vary from what is depicted on the Draft Subdivision Plan. The areas and dimensions of the lots in the Development set out in the sales brochures or other marketing materials are provided for information purposes only and are not represented as being the actual final areas and dimensions of the lots in the Development. In the event of any discrepancy as between the area, size, dimensions, location and/or configuration of the lots, and/or other property in the Draft Subdivision Plan and the Subdivision Plan, the Subdivision Plan will prevail;
 - (b) the Purchase Price set forth herein for the Lot is based on the area as set out in the Draft Subdivision Plan (the "Area") for the Lot. In the event the actual area of the Lot is more than 5% smaller than the Area (the "Variance"), the Purchase Price will be decreased by the Adjustment Factor (as hereinafter defined) times the number of square feet equal to that part of the Variance which is more than 5% smaller than the Area. In this Section 10, "Adjustment Factor" means the price per square foot determined by dividing the Purchase Price by the Area. In the event the actual square footage of the Lot decreases by no more than 5% of the Area, there will be no adjustment to the Purchase Price. The actual area of the Lot will be conclusively determined by the Subdivision Plan registered in the LTO;
 - (c) the municipal address of the Development and the Lot are subject to change as determined by the Vendor or the District, at their sole discretion; and
 - (d) the Completion Date may be any day up to and including the Outside Date and the Purchaser releases the Vendor and its affiliates from any actions, causes of action, costs, claims, demands and liabilities arising as a result of the date on which the Completion Date occurs.

11. **Inspection.** The Lot will be jointly inspected by the Purchaser or his or her representative and a representative of the Vendor at a reasonable time designated by the Vendor by written notice or telephone call to the Purchaser prior to the Completion Date. The Purchaser may waive this inspection in writing and, if so waived, the Purchaser will be deemed to be satisfied with and to have accepted the Lot its condition on the Completion Date regardless of the fact that the Purchaser may not have viewed the Lot. The Purchaser will be deemed to have waived the inspection if the Vendor is unable to reach the Purchaser for the purposes of scheduling the inspection after reasonable attempts to do the same, and the Purchaser will be deemed to have waived the inspection if the Purchaser does not attend the inspection at the scheduled inspection time.
12. **Costs / GST and Taxes.** The Purchaser will pay all costs in connection with the sale and purchase of the Lot including GST and the other taxes required to be paid by the Purchaser in connection with the purchase and sale of the Lot, other than the costs of the Vendor incurred in clearing title to the Lot. The Purchase Price specifically does not include GST, or any other tax payable upon the purchase of the Lot, such as value-added, sales or other tax imposed on the transaction, including property transfer tax and any additional property transfer tax payable if the Purchaser is a foreign entity, a taxable trustee or both. The Purchaser will pay the required GST and other taxes payable upon the purchase of the Lot in addition to the Purchase Price on the Completion Date whether remitted to the Vendor or directly to the taxing authority, if applicable. The Vendor agrees that it will remit the GST and other taxes that are collected by the Vendor, or otherwise account for such funds, to the Canada Revenue Agency (the “**CRA**”) or other applicable taxing authority in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada) or other applicable law. Notwithstanding the foregoing, if the Purchaser is a corporation, trust or partnership which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate in the customary form as to the GST registered status of the Purchaser containing the Purchaser’s GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be liable for, will self-assess and will remit same directly to CRA. The Purchaser will indemnify and save harmless the Vendor from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any failure by the Purchaser to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Lot contemplated herein. The foregoing indemnity will be included in the certificate as to the GST registered status of the Purchaser.

13. **Assignment.** Without the Vendor’s prior consent, any assignment of the Contract is prohibited.
 An assignment under the *Real Estate Development Marketing Act* (“**REDMA**”) is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a lot in a development property, whether the transfer is made by the Purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement (each such agreement being an “**Assignment Agreement**”) must provide the Developer with the information and records required under REDMA.

Before the Vendor consents to an assignment of a purchase agreement, the Vendor will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following:

- (i) the party’s identity;
- (ii) the party’s contact and business information; and
- (iii) the terms of the assignment agreement.

Information and records collected by the Vendor must be reported by the Vendor to the administrator designated under the *Property Transfer Tax Act* (British Columbia). The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

The Purchaser may only assign the Purchaser’s interest in this Agreement only if:

- (i) all Deposit payments required to be paid on or before the proposed date of assignment have been paid;
- (ii) the Purchaser has obtained the prior written consent of the Vendor, which consent may be unreasonably withheld in the Vendor’s sole discretion; and
- (iii) the Vendor has received the information set out in 13(i), 13(ii) and 13(iii) of this Agreement.

Any request for the consent of the Vendor to the assignment of the Purchaser’s interest in this Agreement must be made via the Vendor’s Solicitors to the Address for Service shown on the Disclosure Statement. If the Vendor consents to the proposed assignment, the Purchaser will pay to the Vendor an administration fee (the “**Assignment Fee**”) in the amount of two percent (2%) of the aggregate of the original Purchase Price and any additional consideration paid by the assignee to the Purchaser, plus GST, for an Assignment Agreement, as consideration for agreeing to the Assignment Agreement and for any associated

legal and administrative costs. In the event that the Purchaser wishes to assign its rights under this Agreement to the Purchaser's spouse, or to a member of the Purchaser's immediate family (which will be deemed to include only the parents and children of the Purchaser), or to a company which is wholly owned by the Purchaser, the Vendor may, in its sole discretion, waive all or a portion of the Assignment Fee, but only on the condition that the Purchaser first provide the Vendor's solicitors with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's solicitors. In connection with any assignment of this Agreement, the Purchaser and its assignee may be required to execute the Vendor's standard assignment documents and to confirm that such assignment is not an "anti-avoidance transaction" within the meaning of the *Property Transfer Tax Act* (British Columbia). The Purchaser will not advertise or solicit offers from the public nor list the Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Lot prior to the Closing Date, without the prior written consent of the Vendor, which consent may be refused by the Vendor in the Vendor's sole discretion.

The Purchaser acknowledges and agrees that, under REDMA, the Vendor may be required to collect and keep certain confidential information and records related to the identity of the assignee, the contact and business information of the assignee, and the assignment terms (the "**Assignment Information**") before the Vendor consents to an assignment. The Purchaser confirms it will provide, and will cause its assignee to provide, the Assignment Information to the Vendor if required.

14. **Successors & Assigns.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.
15. **Governing Law.** This offer and the Agreement which will result from its acceptance will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
16. **Contractual Rights.** This offer and the Agreement which results from its acceptance create contractual rights only and do not create an interest in land and will not be registered in the LTO. The Purchaser will acquire an interest in land only upon completion of the purchase and sale contemplated herein.
17. **Personal Information.** The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Vendor and its agents, the Purchaser's real estate agent (if any), the real estate boards of which those agents and salespersons are members and, if the Strata Lot is listed on a Multiple Listing Service, the real estate board that operates that Multiple Listing Service, of personal information about the Purchaser and the Vendor:
 - (a) to complete the transaction contemplated by this Agreement;
 - (b) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;
 - (c) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects;
 - (d) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants, insurers, warranty providers, relevant government authorities or agencies (including the LTO and CRA) and other advisors and consultants in furtherance of any of the foregoing purposes;
 - (e) if the Lot is listed on a Multiple Listing Service, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service and other real estate boards of any statistics including historical Multiple Listing Service data for use by persons authorized to use the Multiple Listing Service of that real estate board and other real estate boards;
 - (f) for enforcing codes of professional conduct and ethics for members of real estate boards;
 - (g) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws; and
 - (h) to comply with both the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or related thereto, and other applicable laws and to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto.

The Purchaser covenants and agrees to provide, and cause any third parties to provide, to the Vendor, the Vendor's Solicitors and the Vendor's agents, promptly upon request, any additional personal or other information not contained herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and the Purchaser acknowledges that the foregoing consent applies to any such personal information.

18. **Vendor's Right to Terminate.** The Vendor may in its sole discretion terminate this Agreement if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid will be returned to the Purchaser (but all accrued interest thereon will be retained by the Vendor) and the Purchaser will have no further claims against the Vendor.
19. **Notices and Tender.** Any notice to be given to the Purchaser will be sufficiently given if either deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address set out above, or the Purchaser's Solicitors at their offices, and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by electronic mail ("**email**") or facsimile ("**fax**") to the Purchaser's Solicitors at their office, or to the Purchaser at the email address or fax number set out above. Such notice will be deemed to have been received if so transmitted by email or fax to the Purchaser, on the date of delivery as set out on the notice, and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after the postage stamp date of such mailing. The civic address, email address and fax number (if any) for the Purchaser will be as set out above, or such other email address or fax number the Purchaser has last notified the Vendor in writing, which updated records will be required to be provided by the Purchaser to the Vendor or its agents until the Completion Date, under the terms of this Agreement. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this Section, *mutatis mutandis*. Any documents or money to be tendered on the Vendor will be tendered by way of solicitor's cheque or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.
20. **Agency.** The Vendor and the Purchaser acknowledge and confirm as follows:

(a) the Vendor has an agency relationship with:

TONY BROWTON, PREC*, who is licensed in relation to RE/MAX CITY REALTY, 101-938 Gibsons Way, Gibsons, B.C., V0N 1V7

and

(b) the Purchaser has an agency relationship with:

_____ who is licensed in relation to _____.
 Licensee Brokerage

If Subsection 20(b) has not been completed, the Purchaser is acknowledging no agency relationship.

The Purchaser understands and acknowledges that the Purchaser has no agency relationship with Tony Browton, PREC*.. The Purchaser further understands and acknowledges that the licensed agents of RE/MAX CITY REALTY do not represent the Purchaser as agent or in any capacity. The Purchaser acknowledges and agrees that if Subsection 20(b) has not been completed Tony Browton or a licensed broker working for Tony Browton, PREC*, or agent of RE/MAX CITY REALTY engaged by the Vendor, provided the Purchaser with, and explained the contents of, the Disclosure of Representation in Trading Services and Disclosure of Risks to Unrepresented Parties forms established by the Real Estate Council of British Columbia prior to being presented with this Agreement and prior to such licensee requesting or receiving any confidential information relating to the Purchaser or providing any trading services to the Purchaser (as defined in the *Real Estate Services Act* (British Columbia)). The Purchaser may wish to obtain independent advice in respect of this Agreement and the transactions contemplated herein.

21. **Residency of Vendor.** The Vendor represents and warrants to the Purchaser that it is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada.

22. **Currency.** All payments and monetary amounts set out herein will be in Canadian funds. If payment is made in a currency other than Canadian funds, the Vendor will have the option, at its sole and absolute discretion, to convert the payment to Canadian funds, and the Purchaser will be credited with the Canadian funds actually received upon the conversion less any banking fees and other reasonable service charges that may be levied by the Vendor, Vendor's Solicitor, or their agents. The Vendor, Vendor's Solicitor, and their agents will not be responsible for any delay in converting the payment, or for any fluctuation in exchange rates or banking fees or charges in connection thereto.
23. **No Waiver.** Failure by any party hereto to insist in any one or more instances upon the strict performance of any one of the covenants contained herein will not be construed as a waiver or relinquishment of such covenant. No waiver by any party hereto of any such covenant will be deemed to have been made unless expressed in writing and signed by the waiving party.
24. **Enforceability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable.
25. **Purchaser Comprising More Than One Party.** If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to each other such party.
26. **Execution of Counterparts and by Electronic or Facsimile Delivery.** This Agreement may be executed by the parties in counterparts or transmitted by email or fax, or both, and if so executed and delivered, or if so transmitted electronically or by facsimile, or if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered to one another single original agreement.
27. **Further Assurances.** The parties hereto will do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Agreement.
28. **Addendum.** The Addendum(s) attached hereto and signed by the Vendor and the Purchaser form(s) part of this Agreement.