

***This is Schedule “A” to that certain Contract of Purchase and Sale  
dated the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Contract of Purchase and Sale”)***

The following terms and conditions replace, modify and, where applicable, override Part 2-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. Any and all references to Vendor or Seller in the Contract of Purchase and Sale are deleted and replaced by Business Development Bank of Canada (“BDC”).
2. This Offer may be terminated at any time before the Court makes an order approving this sale, if the mortgage which is the subject matter of the Proceedings is redeemed pursuant to the terms of the Order Nisi pronounced in the Proceedings or is refinanced or BDC is paid an amount on account of the mortgage debt as may be acceptable to BDC in its sole and absolute discretion and, in such event, BDC shall have no further obligations or liability to the Buyer under the Contract of Purchase and Sale. This condition is for the sole benefit of BDC.
3. Clause 18 (Possession) is modified by adding the following:

BDC will make all reasonable efforts to ensure that vacant possession is provided to the Buyer on the Possession Date. As BDC is not in possession of the Property and has no control over whether or not the owners or any tenants or others in possession of the Property vacate the Property on the Possession Date (other than through the Order) BDC will make all reasonable efforts to obtain a Writ of Possession or similar enforcement to ensure vacant possession as soon as possible on or after the Possession Date. The Buyer acknowledges that if vacant possession is not available on the Possession Date it will allow BDC a reasonable time to obtain vacant possession through a Writ of Possession or similar Court proceedings. In these circumstances, the Buyer hereby covenants and agrees to extend the Possession Date for a reasonable period of time to allow BDC to obtain vacant possession.

In the event that the Contract of Purchase and Sale is subject to existing tenancies, the Buyer acknowledges, confirms and agrees that there shall not be any adjustments on Closing for anything related to, or in any way connected with, the tenant or tenants including, but not limited to, adjustments for monthly (or other) rent or in respect of any security or other deposit.

4. Clause 20 (Included Items) of the Contract of Purchase and Sale is deleted and replaced with the following:

This Offer does not include any personal property or chattels. The Buyer is purchasing the Property (including land, buildings and any structures on the land or buildings) on an “as is, where is” basis as of the date of actual possession of the Property by the Buyer (the “Actual Possession Date”). BDC makes no representations or warranties with respect to the condition of the Property on the Actual Possession Date. The Buyer hereby covenants and agrees to take the Property in the condition that it is in on the Actual Possession Date, regardless of the condition of the Property at any date of viewing or any date prior to the Actual Possession Date, and without reduction or abatement of the Purchase Price. The Buyer further acknowledges that any items that are on the Property or not attached to any buildings on the Property on the Actual Possession Date will be the responsibility of the Buyer and not BDC;

5. Clause 22 (Title) of the Contract of Purchase and Sale is deleted and replaced by the following:

Title: Free and clear of all encumbrances of the parties to Supreme Court of British Columbia, Vancouver Registry, Court File No. VLC-S-H-210155 (the “Proceedings”) in accordance with a Vesting Order of the Court (the “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, any Legal Notations on title, registered or pending covenants and rights-of-way in favor of utilities and public authorities or otherwise, registered or pending easements, profits a prendre, existing tenancies, if any, and except as otherwise set out herein.

6. Clause 26 (Tender) 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 certified notary's trust cheque only.

7. The Buyer has conducted its own investigations of the legal title and condition of the Property. BDC makes no representations or warranties concerning title to the Property, the physical condition of any structures or premises located on the Property, or with respect to the Property itself.
8. Clause 30 (Clearing Title) is amended by deleting the words: "...but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller."
9. Clause 40 (Acceptance Irrevocable) is deleted in its entirety.
10. Clause 43 of the Contract of Purchase and Sale is deleted and replaced by the following:

The acceptance of this Offer by BDC is pursuant to a Court Order for Conduct of Sale of the Property in the Proceedings and not as vendor or owner of the Property. The acceptance of this Offer 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 approving this Offer. BDC hereby advises the Buyer that BDC's obligations in connection with this Offer, until it is approved by the Court and subject to the terms hereof, are limited to presenting this offer to the Court. Thereafter, BDC 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 BDC's position and BDC's relationship to other parties in the proceeding, BDC may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. BDC gives no undertaking to advocate the acceptance of this Offer, but shall, subject to the terms hereof, initially present this Offer to the Court. The Buyer must make its own arrangements to support this Offer in Court. The Buyer acknowledges and agrees that pending an order of the Court approving the Offer, BDC may deal with other prospective purchasers of the Property in respect of financing any purchase of the Property.

11. No Property Condition Disclosure Statement concerning the Property shall form part of the Contract of Purchase and Sale, whether or not such statement is attached to the Contract of Purchase and Sale.
12. BDC makes no representations or warranties concerning the past, current or future use of the Property, fitness of the Property for any use which the Buyer may have planned for the Property, compliance with any orders of any federal, provincial, municipal or private body, or compliance with any by-laws, building codes or statutes in respect of all or any part of the Property or any buildings or structures located on the Property.
13. Despite anything to the contrary contained in the Contract of Purchase and Sale, if a special levy or special assessment is approved before the Property is conveyed to the Purchaser, then the Seller shall pay from the Net Sale Proceeds received by it on or after the Completion Date that portion of the levy or assessment that is payable before the Completion Date; and the Purchaser shall be responsible for, and shall pay, that portion of the levy or assessment that is payable on or after the Completion Date (the "Purchaser's Levy"), all in accordance with the provisions of the *Strata Property Act*. In the event that a portion of any special levy or special assessment is payable on or after the Completion Date, but the Strata Corporation will not provide necessary documentation to complete the transfer of the Property on the Completion Date without payment in full of the special levy or special assessment, then the Purchaser hereby covenants and agrees to pay to the Seller on the Completion Date the amount of the Purchaser's Levy.
14. If BDC pays, or causes to be paid from sale proceeds or otherwise, any special levy or special assessment that is levied prior to the Completion Date in respect of the Property, then the Buyer hereby irrevocably assigns, transfers and conveys to BDC any rebate or refund of all or any portion of that special levy or special

assessment whenever repaid or refunded and hereby covenants and agrees that if the Buyer receives the refund or repayment the Buyer will hold such refund or repayment as agent, and in trust, for BDC.

15. In the event of any conflict or inconsistency between the terms of the Contract of Purchase and Sale and this Schedule A, the terms of this Schedule A shall prevail.
16. The Buyer shall be responsible for and hereby covenants to pay any GST or similar tax, which tax is not included in, and is in addition to, the Purchase Price herein, on the Completion Date.
17. The Buyer (and each of them, jointly and severally, if more than one) hereby indemnifies and saves harmless BDC and its directors, officers, employees, agents and advisers from any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing and defending against any claim, law suit, administrative proceeding or investigation whether commenced or threatened) arising from or in connection with any inspections of the Property conducted by or on behalf of the Buyer.
18. If an Owner Builder Disclosure Notice has been issued, it is incorporated by reference herein and forms part of the Contract of Purchase and Sale.
19. The Buyer specifically acknowledges, covenants and agrees with BDC that BDC shall have no liability whatsoever to the Buyer with respect to any loss, liabilities, costs, expenses and outlays incurred by the Buyer with respect to or as a result of the presence of any Hazardous Material on or under the lands and premises or the discharge, emission, spill or disposal of any Hazardous Material from the lands and premises into or upon any other lands, or the atmosphere, or any watercourse, body of water or wetland or as a result of having to comply in any way with any applicable federal, provincial or municipal laws for the protection of the natural environment or human health. For the purposes hereof "Hazardous Material" means any contaminant or pollutant or any substance that when released into the natural environment is likely to cause at some immediate or future time material harm or degradation to the natural environment or material risk to human health and, without restricting the foregoing, includes hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

Business Development Bank of Canada

Buyer(s)

Per:

\_\_\_\_\_  
Authorized Agent

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

Witness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Witness: \_\_\_\_\_