S.L. No. _____ Unit No._____

CONTRACT OF PURCHASE AND SALE

THE PURCHASER HEREBY OFFERS to purchase the Strata Lot for the Purchase Price on the terms and conditions contained in this Agreement.

"Seller" **Northland Properties Corporation**

"Purchaser"

_____	_____
Address: _____	_____
_____	_____
Telephone: _____	Telephone: _____
E-mail: _____	E-mail: _____
Occupation or principal business:	Occupation or principal business:
_____	_____
Date of Birth (if individual): _____	Date of Birth (in individual):_____
Identification: _____	Identification: _____

Residency: Is the Purchaser a "non-resident" of Canada as defined under the *Income Tax Act* (Canada) ☐ YES ☐ NO. Is the Purchaser a "non-Canadian" as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada)* ☐ YES ☐ NO.	**Residency**: Is the Purchaser a "non-resident" of Canada as defined under the *Income Tax Act* (Canada) ☐ YES ☐ NO. Is the Purchaser a "non-Canadian" as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada)* ☐ YES ☐ NO.

"Strata Lot" Proposed strata lot _____, unit number _____, (the "Strata Lot") to be constructed in a development known as "The Benchland Townhomes" (the "Development") on lands presently legally described as PID: 010-884-165 The southeast quarter of Section 23, Township 23, Range 2 West of the 6th Meridian, Kootenay District except (1) Parcel A (Reference Plan 6926) and (2) parts included in Plans 8496, 14766, NEP19168, NEP19836 and NEP83496 and PID: 014-013-924 The north half of the southwest quarter of Section 23, Township 23, Range 2 West of the 6th Meridian, Kootenay District except (1) part included in Plan 11424, (2) Parcel 1 (reference plan 7168) and (3) Parcel A (reference Plan 48414I) (the "North Half Property"), together with all furnishings, fixtures, and equipment relating thereto as more particularly described in the Disclosure Statement and as set out in any Addendum(s) hereto.

"Purchase Price" The Purchase Price for the Strata Lot is $_____, (plus any amount payable for upgrades and other extras). The Purchaser acknowledges and agrees that the Purchase Price is exclusive of applicable taxes, including, without limitation, property transfer taxes, Goods and Services Tax ("GST") and any other federal or provincial sales, services value added, transition or other tax.

A "Initial Deposit" in the amount of $_____ (equal to 10% of the Purchase Price) shall be paid to the Seller (payable to the Seller's solicitors, Pushor Mitchell LLP, in Trust) within 72 hours of acceptance of this Agreement by the Seller.

A "Second Deposit" in the amount of $_____ (equal to 10% of the Purchase Price) shall be paid to the Seller (payable to the Seller's solicitors, Pushor Mitchell LLP, in Trust) within 30 days of the Purchaser receiving from the Seller an Amendment to the Disclosure Statement setting out building permit and construction financing particulars.

If a Consolidated Disclosure Statement or an Amendment to Disclosure Statement setting out building permit and construction financing particulars in respect of the Strata Lot has already been delivered to the Purchaser, then the Initial Deposit and Second Deposit shall be paid to the Seller (payable to the Seller's solicitors, Pushor Mitchell LLP, in Trust) within 72 hours of acceptance of this Agreement by the Seller.

(the Initial Deposit and Second Deposit when paid, are collectively called the "Deposit").

The balance of the Purchase Price, subject to closing adjustments, shall be paid by certified cheque or bank draft on the Completion Date.

"Furnishings" The Purchase Price includes the following equipment, appliances and furnishings:

[a] window coverings	[b] electric range	[c] refrigerator
[d] dishwasher	[e] microwave	[f] washer / dryer

"Completion Date" The Completion Date for the purchase and sale of the Strata Lot will be set out in paragraph 2 of Schedule A.

"Disclosure Statement" The Disclosure Statement is the document filed with the Superintendent of Real Estate as required by the *Real Estate Development Marketing Act* in relation to the Development.

"Purchaser's Offer" The Purchaser hereby offers and, if this offer is accepted by the Seller, agrees to purchase from the Seller the Strata Lot and certain rights to the Strata Lot on the terms set out above and on Schedules A, B, and C hereto which forms part of this Agreement. The Purchaser's Offer herein will be open for acceptance by the Seller on presentation until 11:59 p.m. on _____, 20_____ and upon acceptance by the Seller signing a copy of this Agreement, there will be a binding agreement of sale

and purchase in respect to the Strata Lot for the Purchase Price, on the terms and subject to conditions set out herein.

The Purchaser's obligation to complete the purchase of the Strata Lot is subject to and conditional upon the following (collectively, the "Purchaser's Condition"):

_____

_____

_____

provided that the foregoing conditions are for the sole benefit of the Purchaser and may be unilaterally waived in whole or in part by the Purchaser at any time before the date specified above, by the Purchaser giving notice to the Seller. In the event that the Purchaser's Condition is not satisfied or waived on or before the date specified, failing further agreement between the parties, the Deposit shall be returned to the Purchaser without deduction, and this Agreement will be null and void, and neither party shall have further obligations to the other.

Upon acceptance of this offer by the Seller, this Contract of Purchase and Sale including Schedules A, B, and C attached shall become a binding contract for the purchase and sale of the Strata Lot in accordance with its terms. The Seller and/or Purchaser may make this offer or accept it by executing in counterpart a facsimile copy of this offer and delivering it by facsimile or by any other means to the other party.

DATED: _____, 20_____.

WITNESS:

_____
Name: PURCHASER: _____

_____
Name: PURCHASER: _____

Northland Properties Corporation. hereby accept the Purchaser's offer and agrees to sell the Strata Lot to the Purchaser in accordance with this Agreement this _____ day of _____, 20 _____.

Northland Properties Corporation

Per:

_____
Authorized Signatory

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

1. DEPOSIT- The Deposit shall be paid by certified cheque, or bank draft or electronic funds transfer by the Purchaser, and shall be held as a stakeholder by the Seller's Solicitor, in trust. The Deposit is non-refundable and is absolutely forfeited to the Seller without prejudice to the Seller's other remedies if the sale and purchase contemplated by this Agreement is not completed by reason of the Purchaser's default under this Agreement. Notwithstanding the foregoing, the Seller may wait to forward the Deposit to the Seller's Solicitor until the seven (7) day rescission period pursuant to the *Real Estate Development Marketing Act* has passed and the Purchaser has not rescinded this Agreement by such time.

2. COMPLETION DATE –

(a) The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract by delivery to the Seller's Solicitor of a solicitor's certified trust cheque, a certified cheque or bank draft by no later than 2:00 p.m. on the Completion Date. The Completion Date will be a date established by the Seller and set out in a written notice (the "Completion Notice") to the Purchaser or their solicitor (the date so established herein called the "Completion Date") which shall be a minimum of 14 days after the date on which the Seller has delivered such notice to the Purchaser or their solicitor. The Completion Date shall be after the date that permission has been given to occupy the Strata Lot and title to the Strata Lot has been issued by the appropriate Land Title Office. The Seller presently anticipates that issuance of title by the Kamloops Land Title Office of the Strata Lot will be given on or about the ____ day of _____, 20____. For the purposes of this paragraph, permission to occupy the Strata Lot means the initial permission, whether such permission is temporary, conditional, or final and refers to occupation of the Strata Lot only and not to occupation of other strata lots or common property in the Development. If the Strata Lot is not ready to be occupied on the Completion Date so established by the Completion Notice, then the Seller may delay the Completion Date from time to time as required, by written notice of such delay to the Purchaser or the Purchaser's solicitors (each, a "Completion Extension Notice").

(b) The Completion Date will be no later than the _____ day of _____, 20____ (the "Outside Completion Date"), provided that if the Seller is delayed from transferring the Strata Lot because of any circumstance described in paragraph 2(c), the Seller may at any time on or before the Completion Date by written notice (the "Notice") addressed to the Purchaser and delivered to the Purchaser, Purchasers Agent or Purchasers Solicitor by electronic means, including, without limitation, e-mail, extend the Outside Completion Date to such later date as may be specified in the Notice provided that if the Outside Completion Date must be extended for more than 6 months, then the Purchaser may, at their option (which option must be exercised within 5 days after receipt of the Notice), terminate this Agreement by giving written notice to such effect to the Seller. Upon such termination, the Deposit will be returned by the Seller to the Purchaser forthwith upon notice of termination and the Seller and the Purchaser shall thereafter have no further obligations to one another. Any references to the Completion Date will be a reference to the Completion Date as may be extended pursuant to this paragraph 2(b).

(c) If the Seller is delayed in transferring the Strata Lot or in doing anything the Seller is required to do pursuant to this Agreement and the delay is caused by any condition or cause beyond the reasonable control of the Seller including, without limitation, acts or omissions by third parties not related to the Seller, strike, lockout, labour dispute, epidemic, pandemic, outbreak, disease or other public health emergency, unusual geotechnical conditions, climatic conditions, acts of god, inability to obtain labour or material, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile action, civil commotion, fire or other casualty, the time

for transferring the Strata Lot or for the Seller doing anything the Seller is required to do pursuant to this Agreement may be extended by a time equivalent to the period of such delay.

3. ADJUSTMENT DATE – All adjustments relating to the purchase of the Strata Lot with respect to taxes, utilities and other items normally adjusted between a Seller and a Purchaser will be made on the Completion Date.

4. PROPERTY TAXES – The Purchaser hereby acknowledges and agrees that there may not be individual municipal property tax notices issued in respect of the Strata Lot prior to the Completion Date, and in such case the Purchaser covenants and agrees that municipal property taxes for the Lands will be adjusted on the basis of the unit entitlement of the Strata Lot as a percentage of the aggregate unit entitlements of all strata lots within the strata plan (the "Strata Plan") of which the Strata Lot forms a part. If the Completion Date occurs prior to the date upon which municipal property taxes are due in respect of the Lands or Strata Lot, then notwithstanding that the Purchaser may not be entitled to an individual tax receipt in respect of the Strata Lot, the Purchaser shall pay the adjusted tax portion to the Seller, who hereby covenants and agrees to pay municipal property taxes for the current year in respect of the Lands and Strata Lot. Provided, however, that the Seller or Seller's solicitor shall not be required to provide an undertaking with respect to payment of such taxes as a condition of completing the purchase and sale of the Strata Lot on the Completion Date.

5. OCCUPANCY DATE – Provided that the Seller's solicitors have received the adjusted Purchase Price from the Purchaser in accordance with the terms of this Agreement, the Purchaser shall have occupancy of the Strata Lot after 12:00 p.m. on the day following the Completion Date. The Purchaser will be responsible for all utility charges as of the Occupancy Date and must ensure that they notify the necessary utility companies to have the utilities transferred into his/her/its name on the Occupancy Date. If the Purchaser does not transfer the utilities into the Purchaser's name as of the Occupancy Date, then any charges to the Seller that should be the Purchaser's responsibility will be paid to the Seller in full within 5 business days after notification thereof from the Seller. If such amount is not paid within such period, a charge of $100.00 will be applied to the outstanding amount and a further $100 will be applied thereafter for each additional month during which the amount remains outstanding.

6. DEVELOPMENT - The Seller will proceed to construct the development (the "Development") as set out in the Disclosure Statement, provided that the Seller may make modifications as are desirable and reasonable.

7. FINISHING – The Seller will provide materials and labour to complete the interior finishing of the Strata Lot in reasonable conformity with the specifications set out in the Disclosure Statement. The Seller reserves the right to make minor variances or changes to the work, if in the Seller's opinion such minor variations or changes are necessary. Any such variations or changes will be within the general scope and intent of the specifications and if materials are substituted those substituted will be equal or better quality, which is to be determined at the sole discretion of the Seller, and in all circumstances be fit for the purposes for which they are used. The Seller shall substantially complete the performance of the work in a good and workman like manner by the Completion Date.

8. CONSTRUCTION – The Purchaser acknowledges and agrees that area measurements are approximate and based on architectural drawings and measurements. Final floor plan and surveyed areas may vary. The Strata Lot is as shown on the sketch plan forming party of the Disclosure Statement. The Seller may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Seller. The Seller reserves the right to alter the common property of the Development at any time and from time to time, if, in its sole discretion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the sketch plan. The actual size, dimensions, and/or configuration of the strata lots, balconies, patios, and/or decks and/or other limited common property as set forth in the final strata plan for the Development may vary

from what is depicted on the sketch plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the sketch plan and/or any architectural plans relating to the Development and/or any marketing materials and the final strata plan, the final strata plan will prevail.

9. MINOR DISCREPANCIES – The Seller represents and warrants that the area of the Strata Lot will be no more that 5% smaller than indicated in the Disclosure Statement when measured in accordance with the *Strata Property Act* (British Columbia). If the area of the Strata Lot is more than 5% smaller, then the Purchase Price will be reduced by a percentage equal to the number of percent by which the area of the Strata Lot is more than 5% smaller.

10. INSPECTION – The Purchaser and a representative of the Seller shall inspect the Strata Lot at such reasonable time on or before the Completion Date as may be specified by the Seller in writing (the "Inspection Notice"). At the conclusion of such inspection, a list (the "List") of any defects or deficiencies shall be prepared and signed by a representative of the Seller and the Purchaser. Upon the List being signed by the Seller and the Purchaser, the Purchaser shall be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot, subject only to the correction of such defects or deficiencies by the Seller. If the Purchaser neglects to attend, or is absent from the inspection on the date as set out in the Inspection Notice, then it is understood that the Purchaser has forfeit its right to inspection of the Strata Lot prior to the Completion Date, and if so forfeited, the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot on the Completion Date. The Purchaser acknowledges and agrees that:

(a) while the Seller will endeavour to rectify the defects or deficiencies in the List prior to the Completion Date, the Seller does not guarantee that it will do so and the Seller may elect to rectify the deficiencies following the Completion Date within a reasonable period of time;

(b) the Seller and its representatives will have the right to enter the Strata Lot following the Completion Date during normal working hours, with reasonable notice, in order to carry out the work necessary to rectify the deficiencies;

(c) the manner in which the deficiencies are rectified will be determined by the Seller in its sole and absolute discretion;

(d) there will be no holdback from the Purchase Price in respect of the deficiencies; and

(e) the Purchaser will not be entitled to have access to the Development prior to the Occupancy Date except on the date or dates set by the Seller for inspection.

11. RISK – The Strata Lot will be at the Seller's risk and shall be insured by it until 12:01 a.m. on the Completion Date, and thereafter shall be at the Purchaser's risk.

12. BUILDER'S LIEN – The Seller acknowledges that there may be a builder's lien holdback (the "Holdback"), as required by the *Strata Property Act* of British Columbia and *Builders Lien Act* of British Columbia or successor statutes. The Purchaser agrees the Holdback shall be paid to the Seller's solicitor on the Completion Date and shall be held in trust for the Purchaser pursuant to the *Strata Property Act* of British Columbia and *Builders Lien Act* of British Columbia or successor statute solely in respect of any lien claims registered in the appropriate Land Title Office in connection with work done on the building comprising the Strata Lot.

13. SELLER'S REPRESENTATIONS – The Seller hereby represents and warrants that on the Completion Date, the Seller will cause good and marketable title to the Strata Lot to be transferred to the Purchaser, subject only to subsisting conditions, provisions, restrictions, expectations and reservations contained in the original grant or in any other grant or disposition from the Crown, except as set out in the Disclosure Statement (the subsisting conditions, provisions, restrictions, expectations and reservations contained in the original grant or in any other grant or disposition from the Crown and those encumbrances and charges set out in the Disclosure Statement are collectively referred to as the "Permitted Encumbrances"), and except for the Seller's financial charges to be discharged by the Seller as provided in paragraph 16 of this Agreement.

14. WARRANTY – Other than a written warranty effective from the date of occupancy to be issued by the Seller to the Purchaser by an approved warranty company pursuant to the provisions of the Homeowner Protection Act, it is agreed that there are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which shall survive the closing the within purchase and sale and shall not merge therewith.

15. CLOSING PROCEDURES – The Purchaser's solicitors will prepare and deliver to the Seller's solicitors at least 5 (five) business days prior to the Completion Date, a Statement of Adjustments, and a Form A Freehold transfer (the "Transfer") for the Strata Lot. The Seller will execute and deliver the Transfer, and the Statement of Adjustments to the Purchaser's Solicitor on their undertaking:

(a) not to register the Transfer unless and until they hold in their trust account the balance of the Purchase Price pursuant to the Statement of Adjustment subject to the right of the purchaser to finance the purchase pursuant to paragraph 16;

(b) pay to the Seller's solicitor the balance of the Purchase Price, as adjusted, on the Completion Date, upon lodging of the transfer and new mortgage documents and advance by the mortgagee of the mortgage proceeds, and after receipt of a satisfactory post registration search at the Land Titles Office indicating that in the normal course of Land Title Office routine, the title shall be issued in the name of the Purchaser subject to the Permitted Encumbrances and prior financial charges, and subject to the right to pay the funds to Seller's solicitor on the undertaking to payout and discharge existing financial charges pursuant to paragraph 16;

(c) in the event the balance of the Purchase Price, subject to the adjustments provided for hereunder, is not made on the Completion Date to the Seller's Solicitors, to:

(i) return the signed Transfer to Seller's Solicitors in unregistered form, upon demand; or

(ii) if the Transfer has been submitted for registration to the Land Title Office, to apply to the Registrar of Land Title Office to have the Transfer withdrawn and to return the signed Transfer to the Seller's Solicitors.

The Purchaser will pay all costs relating to the transfer of title to the Strata Lot, including Property Transfer Tax and applicable Goods and Services Tax. Upon submitting the Transfer for registration, the Purchaser consents to the Deposit being paid to the Seller and to be applied to the Purchase Price.

16. FINANCING AND CLEARING TITLE – If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser may wait to pay the Purchase Price to the Seller on the Completion Date until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has:

(a) made available for tender to the Seller that portion of the Purchase Price, plus GST (if applicable), not secured by the new mortgage;

(b) fulfilled all the new mortgagee's conditions for funding; and

(c) made available to the Seller a lawyer's undertaking to pay the Purchase Price, as adjusted, to the Seller, on the Completion Date, upon lodging of the transfer and new mortgage documents and advance by the mortgagee of the mortgage proceeds, and after receipt of a satisfactory post registration search at the Land Titles Office indicating that in the normal course of Land Title Office routine, the title shall be issued in the name of the Purchaser subject to the Permitted Encumbrances and prior financial charges.

If the Seller has existing financial charges to be cleared from 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, plus GST (if applicable), but in this event, the Purchaser may pay the Purchase Price to the Seller's solicitor in trust on undertakings to:

(a) pay to the charge holder the amount required by its written statement to payout and legally obligate the charge holder to discharge its security which is registered against the title to the Strata Lot on the trust condition that it will provide the Seller's solicitors with a registrable form of partial discharge of those charges within a reasonable period of time;

(b) that upon receipt of the registrable partial discharges, file the same for registration in the Kamloops Land Title Office and provide the Purchaser's solicitors with registration particulars as soon as they are available.

The Purchaser acknowledges that the Seller's financing may remain as a charge against the common property of the Development, and as a charge in the Personal Property Registry until the Seller has completed the sale of the balance of the strata lots in the Development, whereupon the Seller covenants that such financing security will be discharged entirely. The Purchaser acknowledges that no undertaking shall be required from the solicitor for the Seller relating to the discharge of the Personal Property Registry charge.

17. REMEDIES OF THE SELLER – If the Purchaser does not comply with the terms of this Agreement, the Seller may at its option, by notice in writing to the Purchaser, cancel this Agreement which shall then be of no further force and effect and the Deposit(s) shall be non-refundable and absolutely forfeited to the Seller on account of damages but without prejudice to any further right or remedies of the Seller.

18. NOTICE – Any notices to be given under this Agreement, or notices of amendments to Disclosure Statements or consolidated Disclosure Statements shall be in writing addressed to the respective parties or their respective solicitors and sent by postage prepaid (air mail if to or from outside of Canada) or delivered by hand or transmitted by telecopy or e-mail to the addresses set out above, or such other address as any party may notify all other parties in accordance with this provision, and shall be deemed to have been received, if delivered, transmitted or e-mailed when delivered, transmitted or e-mailed and if mailed, on the fifth business day after such mailing. The Purchaser consents to receipt of notices as set out in this paragraph. The Purchaser must deliver written notice to the Seller, and/or the Sellers agent each time the Purchaser's email or postal address changes (an "Address Change Notice"). For the purposes of this Contract: (i) "Purchaser Email Address" means the email address for the Purchaser set out on page 1 of this Contract, as may be changed only by an Address Change Notice; (ii) "Purchaser Postal Address" means the postal address for the Purchaser set out on page 1 of this Contract, as may be changed only by an Address Change Notice;

19. GOVERNING LAW – This Agreement shall be governed by the laws of the Province of British Columbia. The Seller and Purchaser agree to attorn to the jurisdiction of the British Columbia Courts which shall have the exclusive jurisdiction to determine any legal dispute arising out of this Agreement.

20. TIME OF THE ESSENCE – Time shall be of the essence of this Agreement.

21. INTEREST IN LAND – Upon title to the Strata Lot being registered in the Land Title Office in the Purchaser's name, the Purchaser shall become the absolute owner (fee simple) of the Strata Lot; however, until such time this Agreement of Purchase and Sale shall not create any interest in land and shall not be registered in the Land Title Office.

22. BINDING EFFECT – This Agreement shall be binding upon the Seller and the Purchaser and their respective heirs, executors, administrators, successors, and assigns.

23. ASSIGNMENT –

(a) Without the Seller's prior consent, any assignment of this Agreement is prohibited. Consent to an assignment may be unreasonably withheld by the Developer in the Developer's sole discretion.

(b) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata 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.

(c) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.

(d) Before the Seller consents to the assignment of this Agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* 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;

iii. the terms of the assignment agreement

Information and records collected by the Seller must be reported by the Seller to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

(e) If the Seller consents to an assignment of this Agreement, such consent will be conditional on the assignee(s) declaration of being exempt to the *Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada) and* the Purchaser and the assignee(s) entering into an assignment agreement and may, in the Seller's sole discretion, be subject to an assignment fee in the amount equal to 2.5% of the Purchase Price, plus GST (the "Assignment Fee"), being paid to the Seller by the assignee(s) for the Strata Lot. The Purchaser shall be required to pay all of the Seller's costs in connection with any assignment, including legal fees and disbursements in the amount of $2,000 (the Administrative Fee"). In the instance that the assignee is the Purchaser's spouse, sibling, parent, grandparent, child or grandchild, or a company solely controlled by the Purchaser then the Assignment Fee shall be waived, but an administration fee of $750.00, plus GST will be required to be paid to the Seller. The Purchaser acknowledges that the Purchaser will at no time be entitled to advertise the Strata Lot for sale in any print or other media or use any of the Seller's marketing material or images to advertise the offering of an assignment of this Agreement or the sale of the Strata Lot, prior to the Completion Date without written consent from the Seller. The Purchaser will not be released of its obligation to complete the purchase contemplated in this Agreement in the event of the assignee(s) default in their obligations under this Agreement, as assigned.

24. COST / GST – The Purchaser will pay all taxes (including GST), costs, and expenses incurred in connection with the completion of the sale and purchase of the Strata Lot other than the costs of the Seller incurred in clearing title to the Strata Lot of financial encumbrances. If GST is not included in the Purchase Price, the Seller will remit the GST collected from the Purchaser to the Canada Revenue Agency and the Purchaser will be solely responsible to collect any applicable rebate of the GST.

25. MISCELLANEOUS – This Agreement is the entire agreement between the parties and there are no other terms, conditions, representations, warranties or collateral agreements, express or implied, whether made by the Seller, any agent, employee, or representative of the Seller or any other person. All of the terms, conditions, representations, and warranties contained in this Agreement will survive closing and the transfer of the Strata Lot to the Purchaser. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.

26. PERSONAL INFORMATION – The Purchaser and the Seller hereby consent to the collection, use and disclosure by the agents and salespersons described in any appendices or schedules hereto, 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 Seller: (a) for all purposes consistent with the transaction contemplated herein; (b) if the Strata 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 of that real estate board and other real estate boards; (c) for enforcing codes of professional conduct and ethics for members of real estate boards; and (d) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Privacy Notice and Consent.

The Purchaser also consents to the collection, use, and disclosure of personal information contained in this Agreement, otherwise collected by or on behalf of the Seller for the purpose of assisting the Seller in securing financing for the Development and for additional purposes identified when or before personal information is collected.

27. COUNTERPARTS AND DELIVERY BY ELECTRONIC TRANSMISSION – This Contract and any addendum hereto may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Contract and any addendum hereto by any party by email in PDF format or by other means of electronic transmission (including, without limitation, through the use of software such as "DocuSign", "Avesdo", and other similar electronic execution software) will be as effective as personal delivery of an originally executed copy of this Contract by such party.

28. CURRENCY – All payments contemplated herein will be in Canadian funds and all references herein to dollar amounts are references to dollars in the lawful currency of Canada unless otherwise specified. If any payments are made in a currency other than Canadian currency, the funds received will be converted to Canadian funds by the Seller's Solicitors and the Purchaser will be credited with the Canadian funds actually received by the Seller's Solicitors at the date of conversion, less any bank fees. The Seller will not be responsible for any delay in converting such payments, any fluctuations in exchange rates or bank fees or any charges in connection with any conversion or with any fees charged by any initiating, intermediate or receiving financial institutions in connection with any wire transfers.

29. CONTINUING MARKETING – The Purchaser acknowledges that the Seller may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that, for so long as the Seller is the owner of any strata lots in the Development, the Seller and its marketing agents, and its and their affiliates, may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Seller including, without limitation,

maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Seller and its marketing agents and its and their affiliates may conduct tours of the Development from time to time with prospective purchasers and tenants of the Development or the Other Developments and hold events and other activities within the Development in connection with the marketing and sales activities.

SCHEDULE “B”
STRATA LOT PLAN

SCHEDULE C
OPTIONS, FURNITURE, FIXTURES AND EQUIPMENT