



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 10 PAGES



CONTRACT OF PURCHASE AND SALE

HORIZON REALTY

BROKERAGE: Coldwell Banker Horizon Realty

DATE: March 4, 2014

ADDRESS: #14 - 1470 Harvey Avenue Kelowna

PC: V1Y 9K8 PHONE: (250)860-7500

PREPARED BY: Ian Watson

MLS® NO: 10072896

SELLER: 0872097 BC Ltd

SELLER:

ADDRESS: Po Box 2453 HWY 97

Kelowna

PC: v1x 4k5

PHONE: 250-860-4360

RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐
as defined under the *Income Tax Act*.

BUYER: P- 265 Enterprises Ltd

BUYER:

ADDRESS: PO Box 2127

Hwy 97

Kelowna BC

PC: V1X 4K5

PHONE:

OCCUPATION: Investor / Holding co

PROPERTY:

330 Arab RD

UNIT NO.

ADDRESS OF PROPERTY

Kelowna

V1V 3A8

CITY/TOWN/MUNICIPALITY

POSTAL CODE

027-778-487

PID

OTHER PID(S)

Lot 19 Plan KAP88257 Sect 3 Township 23 ODYD

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be

Four Hundred Forty Thousand

DOLLARS \$ 440,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 0.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

No deposit due because of tight closing dates.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to

and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

M

INITIALS

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

See addendum

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on March 14, yr. 2014
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at Noon m. on March 15, yr. 2014 (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of March 14, yr. 2014 (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
see addendum

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on March 3, yr. 2014
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

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INITIALS

PROPERTY ADDRESS

- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer'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 pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** 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, 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.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein:
 - B. if the Property 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;
 - 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 *Working With a REALTOR®*.

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INITIALS

20. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with

Ian Watson who is licensed in relation to Coldwell Banker Horizon Realty
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with

Ian Watson who is licensed in relation to Coldwell Banker Horizon Realty
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

Ian Watson
DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to Coldwell Banker Horizon Realty
BROKERAGE

having signed a Limited Dual Agency Agreement dated March 4, 2014

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

23. OFFER: This offer, or counter-offer, will be open for acceptance until 4 o'clock p.m. on March 4, yr. 2014 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X
WITNESS

BUYER

SEAL P- 265 Enterprises Ltd
PRINT NAME

X
WITNESS

BUYER

SEAL
PRINT NAME

24. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated March 4, yr. 2014

X
WITNESS

SELLER

SEAL 0872097 BC Ltd
PRINT NAME

X
WITNESS

SELLER

SEAL
PRINT NAME

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BC2057 REV. DA NOV 2013

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BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

HORIZON REALTY CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10072896

DATE: March 3, 2014

PAGE 5 of 10 PAGES

RE: ADDRESS 330 Arab RD Kelowna V1V 3A8

LEGAL DESCRIPTION: Lot 19 Plan KAP88257 Sect 3 Township 23 ODYD

PID 027-778-487 OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED March 4, 2014

MADE BETWEEN P- 265 Enterprises Ltd AS BUYER, AND

0872097 BC Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Terms and Conditions

The buyer has done their due diligence as it pertains to financing and has satisfied themselves that they can obtain financing.

The Buyer has approved and signed the Property Disclosure Statement dated October 13 2013 with respect to the information that reasonably may adversely affect the use or value of the property. Such statement will be incorporated into and form part of this contract.

The Buyer has performed a home inspection and is satisfied with its results.

The Buyer has read and approved the title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value.

The Buyer has been advised to seek legal counsel advice as it pertains to this contract.

The Buyer has confirmed that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place.

X			SEAL P- 265 Enterprises Ltd
WITNESS		BUYER	PRINT NAME
X			SEAL
WITNESS		BUYER	PRINT NAME
X			SEAL 0872097 BC Ltd
WITNESS		SELLER	PRINT NAME
X			SEAL
WITNESS		SELLER	PRINT NAME

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HORIZON REALTY
CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10072896

DATE: March 3, 2014

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RE: ADDRESS 330 Arab RD Kelowna V1V 3A8

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PID 027-778-487 OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED March 4, 2014
MADE BETWEEN P- 265 Enterprises Ltd AS BUYER, AND
0872097 BC Ltd AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

TERMS AND CONDITIONS con't

The Buyer confirms the receipt of independent GST advice concerning the obligation to pay GST and will be responsible to pay any GST and apply for any GST rebate in connection with this transaction.

It is a fundamental term of this contract that the Seller must have finished all work, and delivered to the Buyer by the Completion Date, an unconditional City of Kelowna Occupancy Certificate or other evidence satisfactory to the Buyer that construction is finished.

The Buyer and an authorized representative of the Seller will jointly conduct a walk-through inspection of the property no later than 5 days before the Completion Date.

The Parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items that are to be remedied by the Seller (the "Deficiency List"). The Deficiency List, which will form part of the contract, will identify the deficiencies and include a mutually agreed upon value for each of the deficiencies to be remedied. Both parties will sign, date and retain a copy of the Deficiency List. The quality of work and materials used to correct the deficiencies will be equal to or better than that of the surrounding construction.

X [Signature]
WITNESS

[Signature]
BUYER

SEAL P- 265 Enterprises Ltd

PRINT NAME

X [Signature]
WITNESS

[Signature]
BUYER

SEAL

PRINT NAME

X [Signature]
WITNESS

[Signature]
SELLER

SEAL

0872097 BC Ltd

PRINT NAME

SEAL

PRINT NAME

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THE CANADIAN
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British Columbia Branch

HORIZON REALTY
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RE: ADDRESS 330 Arab RD Kelowna V1V 3A8

LEGAL DESCRIPTION: Lot 19 Plan KAP88257 Sect 3 Township 23 ODYD

PID 027-778-487 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED March 4, 2014

MADE BETWEEN P- 265 Enterprises Ltd AS BUYER, AND

0872097 BC Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

In the event that the deficiencies are not rectified 1 day prior to the Completion Date, the Buyer's conveyancer will holdback from the sale proceeds the amount specified for any uncorrected deficiency until all the deficiencies specified on the Deficiency List are completed, and will place this hold back in the Buyer's conveyancer's trust account.

The Seller agrees that if the conveyance of the Property has completed and any of the specified deficiencies have not been corrected, the Buyer's conveyancer will retain the specified hold back until the Seller corrects the deficiencies, which shall not be later than 30 days after the Completion Date. The Seller agrees that if the deficiencies have not been corrected by the later date, the Buyer's conveyancer may release the balance of hold back to the Buyer and the Buyer may correct the deficiencies himself/herself.

Any dispute concerning the identification and pricing of deficiencies, the rectification of the deficiencies, and release of the hold back will be settled by arbitration under the British Columbia Commercial Arbitration Act at the expense of both parties.

Included in the purchase price are the garage remotes (2), mail box key, built in dishwasher, fridge, stove, microwave in upper kitchen, stove, over the range microwave and fridge lower kitchen. Also included are the washer and dryer, central Vac and all accessories, one garbage can, one recycle can and one yard waste bin as provided by the City of Kelowna.

The buyer is aware of the BC 1% property purchase tax up to \$200,000 and 2% on balances above \$200,000.

If a survey certificate exists the seller will provide it to the Buyer 14 days before completion.

X			SEAL	P- 265 Enterprises Ltd
WITNESS		BUYER		PRINT NAME
X			SEAL	
WITNESS		BUYER		PRINT NAME
X			SEAL	0872097 BC Ltd
WITNESS		SELLER		PRINT NAME
X			SEAL	
WITNESS		SELLER		PRINT NAME

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HORIZON REALTY
CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10072896

DATE: March 3, 2014

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RE: ADDRESS 330 Arab RD Kelowna V1V 3A8

LEGAL DESCRIPTION: Lot 19 Plan KAP88257 Sect 3 Township 23 ODYD

PID 027-778-487 OTHER PID(S) _____

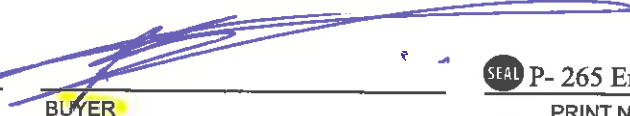
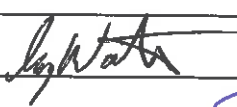
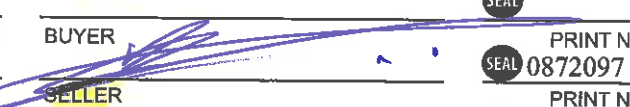
FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED March 4, 2014

MADE BETWEEN P- 265 Enterprises Ltd AS BUYER, AND

0872097 BC Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer is satisfied with the property square footage as viewed and acknowledges the dimension and room measurements as advertised are approximate and to be verified if important. The seller will provide to the buyer on or before the transaction completion date, proof of professional winterization of the underground irrigation system by way of trades person receipt if the home is so equipped.

X			SEAL P- 265 Enterprises Ltd
WITNESS		BUYER	PRINT NAME
X			SEAL
WITNESS		BUYER	PRINT NAME
X			SEAL 0872097 BC Ltd
WITNESS		SELLER	PRINT NAME
X			SEAL
WITNESS		SELLER	PRINT NAME

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**CONTRACT OF PURCHASE AND SALE OF A NEW HOME ADDENDUM
(SELLER IS NOT A FOREIGN SUPPLIER)**

(For a Contract of Purchase and Sale entered into on or after December 1, 2012 and before April 1, 2015)



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

MLS® NO.: 10072896

DATE: March 3, 2014

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RE: ADDRESS 330 Arab RD Kelowna V1V 3A8
LEGAL DESCRIPTION: Lot 19 Plan KAP88257 Sect 3 Township 23 ODYD
PID 027-778-487 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED March 4, 2014
MADE BETWEEN P- 265 Enterprises Ltd AS BUYER, AND
0872097 BC Ltd AS SELLER

The Province of British Columbia has transitioned from the 12% Harmonized Sales Tax ("HST") system and returned to the 5% Goods and Services Tax ("GST") and 7% Provincial Sales Tax ("PST") system and requires this Addendum pursuant to the *New Housing Transition Tax and Rebate Act* (British Columbia).

1. The supplier [the Seller] is a not "foreign supplier", as defined in the *New Housing Transition Tax and Rebate Act* (British Columbia).
2. Notice to Purchaser [the Buyer]: If
 - (a) **both** ownership **and** possession of newly constructed housing or substantially renovated housing transfer on or after April 1, 2013; and
 - (b) **either** ownership **or** possession of such housing transfers before April 1, 2015,then
 - (i) the 7% provincial component of the HST and the Enhanced B.C. New Housing HST Rebate for primary places of residences generally will not apply;
 - (ii) the 2% B.C. transition tax may be payable by the Buyer; and
 - (iii) the supplier [the Seller] may be eligible for a B.C. transition rebate in respect of the housing.

3. The purchase price for the Buyer's purchase of the Property is \$ 440,000 (the "Purchase Price").

4. The Purchase Price of the Property [Buyer and Seller to initial the option (a or b) that applies]

a. does not include any GST applicable on the Purchase Price as of the Completion Date. W W

b. includes GST in the amount of \$

5. The Purchase Price of the Property [Buyer and Seller to initial the option (a or b) that applies]

a. does not include the 2% BC Transition Tax and, if applicable, such tax is payable by the Buyer. W W

b. includes the 2% BC Transition Tax in the amount of \$

(The B.C. Transition Tax is applicable if the Property is 10% or more completed before April 1, 2013 and both ownership and possession of the Property transfer on or after April 1, 2013 and either ownership or possession transfer before April 1, 2015.)

X
WITNESS

[Signature]

BUYER

SEAL

P- 265 Enterprises Ltd

PRINT NAME

X
WITNESS

[Signature]

BUYER

SEAL

PRINT NAME

X
WITNESS

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SELLER

SEAL

0872097 BC Ltd

PRINT NAME

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WITNESS

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SELLER

SEAL

PRINT NAME

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BC2061 REV.5 APR 2013

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**CONTRACT OF PURCHASE AND SALE OF A NEW HOME ADDENDUM
(SELLER IS NOT A FOREIGN SUPPLIER)**

(For a Contract of Purchase and Sale entered into on or after December 1, 2012 and before April 1, 2015)



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Kelowna

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LEGAL DESCRIPTION: Lot 19 Plan KAP88257 Sect 3 Township 23 ODYD

PID 027-778-487

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED March 4, 2014

MADE BETWEEN P- 265 Enterprises Ltd

AS BUYER, AND

0872097 BC Ltd

AS SELLER

6. The Government of Canada GST/HST New Housing Rebate [Buyer and Seller to initial the option (a or b or c) that applies]

a. has not been taken into account in determining the Purchase Price and the Buyer is responsible for filing such rebate application with Canada Revenue Agency.

[Handwritten initials]

b. has been taken into account in determining the Purchase Price and the Buyer will assign its right to such rebate in the amount of \$ _____ to the Seller on or before the Completion Date.

[Empty box for amount]

c. is not applicable to this transaction (the Government of Canada GST/HST New Housing Rebate is only applicable to new housing with a fair market value less than \$450,000.00 that is used as a primary place of residence).

[Empty box for amount]

7. The B.C. Transition Rebate has not been taken into account in determining the Purchase Price and the Seller is responsible for claiming such rebate, if applicable.

Capitalized terms used in this Addendum and not defined herein will have the meaning given to them in the above-noted Contract of Purchase and Sale.

For more information, refer to GST/HST Notice 276, *Elimination of the HST in British Columbia in 2013 – Transitional Rules for Real Property Including New Housing* at <http://www.cra-arc.gc.ca/E/pub/gi/notice276/README.html>.

X
WITNESS

[Handwritten signature]

BUYER

SEAL P- 265 Enterprises Ltd
PRINT NAME

X
WITNESS

[Handwritten signature]

BUYER

SEAL
PRINT NAME

X
WITNESS

[Handwritten signature]

SELLER

SEAL 0872097 BC Ltd
PRINT NAME

X
WITNESS

SELLER

SEAL
PRINT NAME

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CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:

- attending to execution documents.

Costs of clearing title, including:

- discharge fees charged by

encumbrance holders,

- prepayment penalties.

Real Estate Commission (plus GST).

Goods and Services Tax.



Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,

- investigating title,

- drafting documents.

Land Title Registration fees.

Survey Certificate (if required).

Costs of Mortgage, including:

- mortgage company's Lawyer/Notary.

- appraisal (if applicable)

- Land Title Registration fees.

Fire Insurance Premium.

Sales Tax (if applicable).

Property Transfer Tax.

Goods and Services Tax.



7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:
 - a house or other building under construction
 - a lease
 - a business
 - an assignment
 - other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.