

CRYSTAL HEIGHTS AT THE LAKES - PHASE 4

CONTRACT OF PURCHASE AND SALE
(the "Contract")

Prepared By (Agent): Justin Gaspari / Darcy Nyrose (the "Vendor's Agent")

Address (Agent): Coldwell Banker Horizon Realty

Date of Contract: March 12 2015

Per: _____

TO: Citimark-Western Lake Country Development Ltd. (the "Vendor")

INWe, Garry and Leona Bugg (the "Purchaser") of
(address) _____

offer to purchase strata lot 29 (the "Strata Lot"), as shown in the preliminary strata plan (the "Plan") attached as Exhibit "A" to the Disclosure Statement (as defined hereafter) for the development known as "Crystal Heights at The Lakes" (the "Development") and also known as civic address # --- - 12850 Stillwater Court / - 12875 Lakehill Lane, Lake Country, BC, at the purchase price and subject to the terms and conditions contained in this Contract.

DEPOSITS AND PURCHASE PRICE

The purchase price (the "Purchase Price") for the Strata Lot is the sum of three hundred seventy four thousand, nine hundred Dollars (Canadian) \$ 374,900 PAYABLE as follows:

1. INITIAL DEPOSIT (the "Initial Deposit") payable upon the Purchaser making this offer, in the sum of:

\$ 40,000

- ~~2. SECOND DEPOSIT (the "Second Deposit"), equal to five percent (5%) of the Purchase Price, payable within two (2) business days after the date upon which this offer is accepted by the Vendor (the "Acceptance Date"), subject to subparagraph 2.1(b) of the Terms and Conditions attached to this Contract, in the sum of:~~

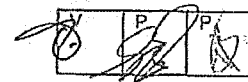
\$ 0

- ~~3. THIRD DEPOSIT (the "Third Deposit") payable within sixty (60) days after the Acceptance Date, in the sum of:~~

\$ 0

4. The balance (the "Balance") upon completion.

\$ 334,900



Unit # 12850 Stillwater Court 12875 Lake Hill Lane, Lake Country, BC Strata Lot 29

The Purchaser certifies that he/she/it is a resident of CANADA [Insert Country] under the Income Tax Act (Canada).

The Purchase Price excludes GST/HST

The Purchase Price does not include sales tax (including without limitation goods and service tax, transition tax or any other sales or value added tax applicable to the Purchase Price, as applicable), which must be added to the Purchase Price and paid in full to the Vendor by the Purchaser on the Completion Date.

The Purchaser acknowledges that the colour scheme is:

☐ CLARITY

☐ REFLECTION

(check one).

THE ATTACHED TERMS AND CONDITIONS ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN THIS CONTRACT.

This offer to purchase will be open for acceptance by the Vendor up to 6 o'clock P.m. on March 12, 2015, and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained in this Contract.

IN WITNESS WHEREOF the Purchaser has executed this agreement this 12 day of March, 2015

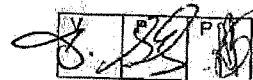
<u>Jameson</u> (Witness)	<u>Jameson</u> (Purchaser)	<u>250 997-3545</u> (Telephone #)	<u></u> (Fax #)	<u></u> (SIN #)
<u>Jameson</u> (Witness)	<u>Jameson</u> (Purchaser)	<u>250 997-1592</u> (Telephone #)	<u></u> (Fax #)	<u></u> (SIN #)

ACCEPTED BY THE VENDOR AT _____ o'clock _____ .m. this 13TH day of MARCH, 2015

CITIMARK-WESTERN LAKE COUNTRY DEVELOPMENT LTD.

Per: [Signature]

Authorized Signatory



Unit # _____ 12850 Stillwater Court / 12875 Lake Hill Lane, Lake Country, BC Strata Lot 29

ACKNOWLEDGMENT

The Purchaser hereby acknowledges having received on the 11 day of March, 2015 and having had an opportunity to read a copy of the Disclosure Statement dated OCTOBER 28, 2014, and any other amendments thereto, if any, filed up to the date of this Contract (collectively, the "Disclosure Statement") for the Development.

I/We hereby confirm that I/we have read this Contract and the terms and conditions attached hereto, and further confirm that other than the warranties and representations and terms and conditions contained herein and in the Disclosure Statement, **THERE HAVE BEEN NO OTHER REPRESENTATIONS OR WARRANTIES MADE BY THE VENDOR OR ITS AGENTS, EITHER VERBALLY OR THROUGH ANY BROCHURES OR MARKETING MATERIALS FOR THE DEVELOPMENT WITH RESPECT TO THE STRATA LOT OR THE DEVELOPMENT AND THERE ARE NO OTHER AGREEMENTS, TERMS, OR CONDITIONS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE STRATA LOT OR THE DEVELOPMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS CONTRACT.**

(Witness)

(Purchaser)

(Witness)

(Purchaser)

Purchaser's E-mail Address: _____

The Purchaser hereby confirms and agrees that all notices, correspondence and information to be provided by the Vendor to the Purchaser with respect to the Strata Lot may be transmitted by e-mail, including without limitation important notices about the Development, amendments to the Disclosure Statement and notice of the Completion Date. The Purchaser acknowledges and agrees that it is the Purchaser's exclusive responsibility to ensure that the Vendor has the Purchaser's current e-mail address and that the Vendor has no obligation to advise the Purchaser when the Vendor may be sending any notice, correspondence or information to the Purchaser by e-mail.



CRYSTAL HEIGHTS AT THE LAKES - PHASE 4

TERMS AND CONDITIONS ATTACHED TO CONTRACT OF PURCHASE AND SALE

**ARTICLE 1
OFFER, DESCRIPTION OF STRATA LOT**

- 1.1 The Purchaser hereby offers, and if this offer is accepted by the Vendor agrees to purchase from the Vendor, the Strata Lot at the Purchase Price subject to the terms and conditions set forth in this Contract. The Purchaser acknowledges that it is purchasing an incomplete residential strata lot which has yet to be constructed or is presently under construction. The Vendor shall proceed to complete Phase 4 of the Development and deposit the Phase 4 final strata plan (the "Final Strata Plan") in the Kamloops Land Title Office (the "Land Title Office") as set out herein. On the Completion Date (defined below) the Vendor shall convey the Strata Lot to the Purchaser subject to the terms and conditions in this Contract.
- 1.2 The Strata Lot will form part of the Development that is being constructed upon the lands and premises (the "Lands") described as: Parcel Identifier: 028-280-300, Lot 1, Section 27, Township 20, Osoyoos Division Yale District, Plan EPP7948, Except Strata Plan EPS372 (Phase 1, 2 and 3), and will include an interest in the common property as shown on Form V attached as Exhibit "B" to the Disclosure Statement.

**ARTICLE 2
PURCHASE PRICE, DEPOSIT AND PAYMENT**

- 2.1 The Purchaser shall pay the Purchase Price to the Vendor as follows:
- (a) the Initial Deposit by way of cheque made payable to the solicitors for the Vendor, Borden Ladner Gervais LLP (the "Vendor's Solicitors"), upon the Purchaser making the offer to the Vendor;
 - ~~(b) the Second Deposit by way of certified cheque or bank draft made payable to, and delivered to, the Vendor's Solicitors within two business (2) days after the Acceptance Date, or if the Contract contains Purchaser's Conditions, then upon removal or waiver of the Purchaser's Conditions as set out in the Purchaser's Conditions Addendum forming a part of and attached to this Contract;~~
 - ~~(c) the Third Deposit by way of certified cheque or bank draft made payable to, and delivered to, the Vendor's Solicitors on or before the date set out on the first page of this Contract;~~
(the Initial Deposit, Second Deposit and Third Deposit are collectively referred to as the "Deposit");
 - (d) the Deposit shall be paid by the Purchaser, within the times provided in this Contract, to the Vendor's Solicitors. All deposits are to be held by the Vendor's Solicitors, in trust, in accordance with the *Real Estate Development Marketing Act* (British Columbia) and all amendments thereto. In the event the Purchaser fails to pay the Deposit as required by this Contract, the provisions of paragraph 6.4 of this Contract shall apply; and
 - (e) the Balance of the Purchase Price, as adjusted pursuant to paragraphs 5.1 and 5.2, and all Tax (defined below) on the Purchase Price shall be paid by the Purchaser to the Vendor's Solicitors or as the Vendor shall direct on the Completion Date by way of certified cheque or bank draft delivered to the Vendor's Solicitors at the expense of the Purchaser.
- 2.2 The Deposit shall be dealt with as follows:
- (a) when received, the Deposit, or any portion thereof, will be deposited in an interest-bearing trust account with interest to accrue to the benefit of the Vendor, except as otherwise expressly provided in this Contract;
 - (b) if the Purchaser completes the purchase of the Strata Lot in accordance with the terms and conditions contained in this Contract, then the Deposit shall form part of and will be applied to the Purchase Price and the Deposit and all interest accrued on the Deposit shall be paid to the Vendor, or to whom the Vendor may direct, by the Vendor's Solicitors;

- (c) if the Purchaser's Conditions (as defined in this Contract) (if any) are not satisfied, waived or removed by the Purchaser within the time required, then the Initial Deposit shall be paid to the Purchaser and this Contract shall terminate and be of no further force or effect;
- (d) if the Purchaser's Conditions (if any) are waived or removed by the Purchaser within the time required for such waiver or removal according to this Contract and the Purchaser properly gives notice to the Vendor pursuant to paragraph 3.2 of this Contract, then the Deposit paid by the Purchaser to the date of the said notice shall be paid to the Purchaser, any interest accrued on the Deposit shall be paid to the Vendor, and the Purchaser shall have no further claim against the Vendor;
- (e) if the Purchaser's Conditions (if any) are waived or removed by the Purchaser within the time required, the Purchaser does not properly give notice according to paragraph 3.2 of this Contract and the Vendor fails to complete the purchase and sale of the Strata Lot on the terms and conditions contained in this Contract, or either party cancels this Contract pursuant to paragraph 5.3, then the Deposit shall be paid to the Purchaser, any interest accrued on the Deposit shall be paid to the Vendor, and this Contract shall be terminated and of no further force or effect;
- (f) if the Purchaser's Conditions (if any) are waived or removed by the Purchaser within the time required, the Purchaser does not properly give notice to the Vendor pursuant to paragraph 3.2 of this Contract and the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions herein contained, then the provisions of paragraph 6.4 shall apply; and
- (g) if the Vendor terminates this Contract pursuant to paragraph 3.2, then the Deposit, together with any interest, shall be paid to the Purchaser.

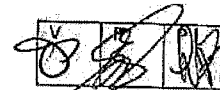
In all circumstances where the Purchaser has defaulted by providing a cheque for the Deposit, or any portion thereof, which is returned for insufficient funds or defective for any reason whatsoever and the Vendor in its sole discretion elects to continue to proceed with the transaction of purchase and sale as set forth in this Contract, then the Vendor or the Vendor's Solicitors will be entitled to charge the Purchaser an administration fee in the sum of \$100.00 for each such returned or defective cheque which the Purchaser shall pay on the Completion Date. Notwithstanding the foregoing in this paragraph 2.2, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Vendor's Solicitors may remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required.

2.3 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions of paragraph 2.2 of this Contract, notwithstanding the provisions of sections 28 and 29 of the *Real Estate Services Act* (B.C.); and
- (b) to interplead the Deposit and all interest accrued on the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

2.4 That portion, if any, of the Balance required by law to be held back by the Purchaser in respect of builder's lien claims (the "Lien Holdback") shall be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or any successor legislation) solely in respect of lien claims registered in the Land Title Office in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest and otherwise deal with the Lien Holdback and pay to the Vendor, on or after the 56th day after the Completion Date, the Lien Holdback plus interest, if any, earned thereon, less the amount of any builder's lien claims filed against the Strata Lot of which the Purchaser notifies the Vendor's Solicitors in writing by 10:00 a.m. on or before that day which is the 56th day after the Completion Date.

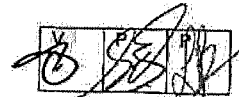
2.5 The Purchaser or its representative and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. The Purchaser may at its option forfeit this inspection and shall be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot on the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies (the "Deficiencies") shall be prepared, including the date by which the Deficiencies are to be rectified by the Vendor. The parties shall sign the list and the Purchaser shall be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot subject only to the Deficiencies. While the



Vendor will endeavour to rectify the Deficiencies prior to the Completion Date, the Vendor does not guarantee that it will do so and the Vendor may elect to rectify the Deficiencies within 60 days after the Completion Date. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies are to be rectified within 60 days subsequent to the Completion Date. No holdback or other arrangements shall be made on closing in respect of the Deficiencies or other deficiencies.

ARTICLE 3
COMPLETION AND POSSESSION DATES

- 3.1 The completion of the purchase and sale of the Strata Lot (the "Completion Date") is that date that is fourteen (14) calendar days after the Vendor notifies the Purchaser through the Purchaser's solicitor that the Final Strata Plan has been fully registered with the Land Title Office and a provisional occupancy permit (as described in paragraph 3.4) for the Strata Lot has been issued by the District of Lake Country. If the Completion Date falls on a weekend or a statutory holiday in the province of British Columbia the Completion Date will be the next business day thereafter. The notice of the Completion Date delivered to the Purchaser's solicitors may be based on the Vendor's estimate as to when the occupancy permit in respect of the Strata Lot shall be issued and when the said title will be issued by the Land Title Office and, if the said occupancy permit or the said title is not issued on or before the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required by the Vendor until the said occupancy permit and the said title is issued by the notice of such delay to the Purchaser or the Purchaser's solicitors, provided that the Vendor gives the Purchaser or the Purchaser's solicitors not less than 48 hours notice of such extended Completion Date.
- 3.2 If by December 31, 2015 (or if a later date results from the application of paragraph 3.3 then by such later date) (the "Cancellation Date"), the Vendor has not notified the Purchaser pursuant to paragraph 3.1 then, the Purchaser may, by written notice to the Vendor no later than 30 days following the Cancellation Date cancel this Contract, the Purchaser will be entitled to receive the Deposit paid by the Purchaser under this Contract, and the interest, if any, which may have accrued thereon shall be retained by the Vendor. Thereafter, this Contract shall be terminated and of no further force or effect and the Purchaser and the Vendor shall be deemed to have each released the other from all liabilities and obligations hereunder and neither party shall have any further claims against the other for damages, costs or expenses.
- 3.3 If the Vendor is delayed from completing the Strata Lot or from filing the Final Strata Plan with the Land Title Office as a result of fire, explosion or accident, howsoever caused, act or omission of any government authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, climatic conditions, interference of the Purchaser, or any other event beyond the control of the Vendor, then the Completion Date will be extended for a period equivalent to such period of delay as calculated by the Vendor.
- 3.4 The Vendor will provide a temporary, conditional or final certificate of occupancy issued by the District of Lake Country on or before the Completion Date. The Strata Lot will be regarded as ready to be occupied on the Completion Date if the District of Lake Country has given permission to occupy the Strata Lot, whether such permission is temporary, conditional or final. Whether the Strata Lot is ready to be occupied will refer to the Strata Lot only and not to any other strata lot or common property within the Development.
- 3.5 If the Purchase Price and all other amounts payable by the Purchaser to the Vendor under the Contract have been paid in full and the Purchaser has fulfilled, or caused to be fulfilled, all of its obligations pursuant to this Contract that are to be fulfilled prior to and including the Completion Date, then the Purchaser may have possession of the Strata Lot on the day following the Completion Date.
- 3.6 Notwithstanding anything in the Disclosure Statement or in the Form P (as it may be amended from time to time) for the Development to the contrary, the Purchaser acknowledges and agrees that the estimated commencement and completion dates set forth in such documents represent an estimate only.



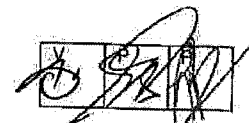
ARTICLE 4 CONSTRUCTION

- 4.1 The Vendor will use its best commercial efforts to cause the Strata Lot to be constructed in accordance with the plans and specifications outlined under Schedule "A" hereof (the "Specifications") provided that the Vendor may make minor modifications in features and design as, in the sole discretion of the Vendor, are desirable, and may use materials other than as prescribed in the Specifications, provided that alternative materials are of a quality comparable to those prescribed in the Specifications, in the sole discretion of the Vendor, acting reasonably. In this Contract, "Architectural Plans" shall mean the architectural plans for the Development prepared by the Vendor's architect and any and all amendments thereto.
- 4.2 The Purchaser acknowledges and agrees that the area of the Strata Lot as shown on the Final Strata Plan to be filed in the Land Title Office may vary from the figures shown on the Plan and in the marketing material for the Development.
- 4.3 On the Completion Date, the Strata Lot will be registered under the Travelers Insurance Company of Canada 2-5-10 Year Warranty. The standard Travelers Insurance Company of Canada 2-5-10 Year Warranty is the sole warranty provided in respect of the Strata Lot, except any manufacturers' warranties in respect of equipment installed in the Strata Lot, which will be passed on to the Purchaser where permitted under the terms of such manufacturers' warranties.
- 4.4 The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Plan. The Final Strata Plan will be based on an as-built survey of Phase 4 of the Development. The actual size, dimensions and/or configuration of the strata lots, porches, patios, and/or decks and/or other limited common property may vary from what is depicted on the Plan and/or the Architectural Plan. The areas and dimensions of the strata lots in the Development set out on the sales brochures or other marketing materials, which are based on architectural plans, are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots in the Development. In the event of any discrepancy as between the area, size, dimensions, location and/or configuration of the strata lots, porches, patios, and/or decks and/or other limited common property in the Plan and/or Architectural Plan and the Final Strata Plan, the Final Strata Plan shall prevail. The Vendor reserves the right to make minor modifications to the layout, area and/or floor plans of the strata lots in the Development, as may be desirable in the sole discretion of the Vendor.

ARTICLE 5 CONVEYANCE, RISK AND ADJUSTMENT

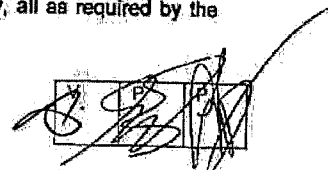
- 5.1 The Purchaser will cause its solicitor to prepare and deliver to the Vendor for execution at least five (5) days prior to the Completion Date, the Vendor's statement of adjustments and a Form A Transfer (the "Transfer") of the Strata Lot. The Vendor has no obligation to accommodate the electronic registration of conveyance documents with the Land Title Office. Provided the balance of the Purchase Price or satisfactory provision for its payment to the Vendor has been made, the Vendor will execute and deliver the Transfer and the Vendor's statement of adjustments to the Purchaser's solicitor prior to or on the Completion Date on the condition that forthwith upon the Purchaser's solicitor obtaining a post-filing index search from the Land Title Office indicating that in the ordinary course of Land Title Office procedure the Purchaser will become the registered owner of the Strata Lot subject only to the Permitted Encumbrances (and the Vendor's financing and other charges to be discharged from title to the Strata Lot), the Purchaser's solicitor will cause the adjusted Balance to be paid on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors. In this Contract, "Permitted Encumbrances" means subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original Crown grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utility providers and public authorities and owners of adjoining lands, covenants, easements, rights-of-way and other charges in favour of the District of Lake Country or any other governmental authority, the charges, encumbrances, liens, interests, and legal notations listed in the Disclosure Statement, the by-laws (including limited common property designations), and as otherwise set out herein or as otherwise expected to be registered against property of this nature and the usual statutory exceptions and reservation, including section 23(2) of the Land Title Act.

- 5.2 The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any federal and provincial sales, goods and services, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included with the Strata Lot), other than the costs of the Vendor incurred in clearing title to the Strata Lot. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price does not include any goods and services tax, or any other sales tax, value added tax or similar tax (collectively, "Tax") and that, if and to the extent required under all applicable laws including, without limitation, the *Excise Tax Act* (Canada) and any other legislation in lieu thereof, or in addition thereto, the Purchaser will remit to the Vendor on the Completion Date any and all Tax that may be payable in respect of the transaction contemplated herein, and the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Revenue Agency or any other applicable authority (collectively, "CRA") in accordance with its obligations under applicable laws. The Purchaser covenants and agrees that it is the Purchaser's sole responsibility to apply for any Tax rebates that may be applicable or available and the Vendor will not credit the Purchaser with any rebates of any kind or nature which may be available from CRA. The Vendor makes no covenant, representation or warranty that any Tax rebates are applicable to the transaction contemplated herein, however, the Vendor will use reasonable commercial efforts to execute and complete any forms reasonably requested by the Purchaser to assist the Purchaser in obtaining any applicable Tax rebates, all at the Purchaser's sole cost and expense. The Purchaser will assume all taxes (including the Tax), rates, local improvement assessments, water rates, utilities, assessments of the strata corporation of which the Strata Lot forms a part, property transfer tax, payable in respect of any personal property included in the Purchase Price. All other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date (the "Adjustment Date"). If the amount of any such adjustments have been levied in respect of a parcel greater in area than the Strata Lot, then the portion thereof which shall be allocated to the Strata Lot shall be determined by prorating the total amount of such taxes, rates or assessments (or estimates of some) among all of the strata lots in the Development on the basis of the applicable unit entitlement or otherwise as reasonably determined by the Vendor.
- 5.3 The Strata Lot and all other items included in the purchase and sale will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date and thereafter will be at the risk of the Purchaser. In the event of material loss or damage to the Strata Lot, which in the Vendor's opinion, acting reasonably, would set back construction of the Strata Lot by more than six months if the Vendor did choose to rebuild, occurring before the Possession Date by reason of fire, tempest, lightning, earthquake, flood, act of God or explosion, either party may, at its option, by written notice to the other party cancel this Contract and thereupon the Purchaser will be entitled to repayment of the Deposit and neither the Vendor nor the Purchaser shall have any further obligation hereunder. If neither party elects to cancel this Contract as aforesaid, then the Purchaser will complete the purchase of the Strata Lot on the Completion Date. All other remedies and claims of the Purchaser in the event of such damage are hereby waived.
- 5.4 If the Vendor has existing financial charges to be discharged from title to the Strata Lot, the Vendor, while still required to clear such charges, may wait to pay and discharge existing financial charges after receipt of the Purchase Price from the Purchaser, but in such event, the Purchaser's solicitors may pay the Purchase Price to the Vendor's Solicitors in trust, on reasonable and customary undertakings to pay and arrange for the discharge of such financial charges. The Purchaser agrees that the Vendor will not be required to provide any discharges of security on personal property registered in the British Columbia Personal Property Registry until the loans secured by such financing charges have been repaid in full by the Vendor on or after the full and final completion of the entire Development by the Vendor.
- 5.5 If the Purchaser is relying upon new mortgage proceeds to finance the Purchase Price, then 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 the new mortgage documents have been lodged for registration in the Land Title Office, but only, if before such lodging, the Purchaser has:
- made available for tender to the Vendor's Solicitors that portion of the Purchase Price not secured by the new mortgage;
 - fulfilled all of the new mortgagee's conditions for funding except lodging the mortgage for registration; and
 - made available to the Vendor, the Purchaser's solicitor's undertaking to pay the adjusted Purchase Price upon the lodging of the Transfer and new mortgage documents at the Land Title Office.

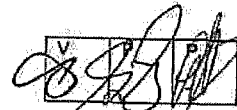


ARTICLE 6
MISCELLANEOUS

- 6.1 The Purchaser may not assign, market, list or sell its interest or any portion thereof in the Strata Lot or in this Contract (a) until all strata lots of the Development are sold by the Vendor; or (b) without the prior written consent of the Vendor, such consent shall be at the sole discretion of the Vendor; and unless the Vendor so consents, the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named herein. If the Purchaser assigns or sells its interest or any portion thereof in the Strata Lot or in this Contract in accordance with the consent of the Vendor pursuant to the provisions of this paragraph 6.1 the Vendor may, at its option, charge an administration fee of up to 1% of the Purchase Price as consideration for agreeing to the assignment of the Purchaser's interest in the Strata Lot or in this Contract and for agreeing to convey the Strata Lot to anyone other than the Purchaser, provided that the administration fee shall not be payable in the event of an assignment to an immediate family member or a privately held corporation controlled by the Purchaser (but such assignment shall nonetheless still require the consent of the Vendor as herein set forth). Following such assignment, the assignor will continue to remain liable to perform all obligations of the Purchaser under this Contract. It is agreed that if the Purchaser is a corporation or partnership, that a change in the controlling interest of such an entity shall be deemed to be an assignment in this Contract. A "controlling interest" of an entity shall mean in this Contract the beneficial or legal ownership directly or indirectly of more than 50% of the voting securities or other ownership interests of such entity.
- 6.2 The Purchaser will not place any "for sale" or "for lease" or other such signage in or on the Strata Lot so as to be visible from the outside or otherwise place any such signage on the common property of the Development until the Vendor completes the sale of all of its strata lots or until it advises the Strata Corporation it is discontinuing its marketing program.
- 6.3 The Purchaser shall not impede or interfere with the Vendor's completion of construction of other strata lots in the Development, the common property of the Development, any infrastructure ancillary to the Development and the Development as a whole. The Purchaser acknowledges that the Vendor 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 will agree to permit the Vendor use of the common property, including parking stalls and other amenities of the Development, and will permit the Vendor to carry out promotions and install signage on the common property, including the exterior of the Development, for the purpose of marketing any unsold strata lots. The Purchaser agrees not to revoke the Purchaser's consent as set forth in this paragraph for so long as the Vendor is the owner of any strata lots in the Development.
- 6.4 Time is of the essence in this Contract and unless all payments on account of the Purchase Price, together with adjustments and interest (if applicable) thereto as provided in this Contract and all other amounts payable according to this Contract are paid when due, then the Vendor may at its option:
- (a) cancel this Contract by written notice to the Purchaser and in such event the amount theretofore paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies at law or in equity and, notwithstanding any other provision herein, the Vendor's Solicitors are authorized to forthwith pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or
 - (b) elect to complete the transaction contemplated by this Contract, in which event the Purchaser will pay to the Vendor, in addition to the adjusted Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of prime plus 5% annually (compounded monthly) from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid in full without condition to the Vendor.
- The Vendor may so cancel this Contract at any time during the continuance of the default by the Purchaser, even if the Vendor has previously elected to complete the transaction.
- 6.5 The Purchaser, by the execution of this Contract, acknowledges and agrees that
- (a) prior to the execution of this Contract, the Purchaser has received a copy of the Disclosure Statement and all amendments thereto, if any, and was given an opportunity to read and understand the Disclosure Statement and all amendments thereto, if any, all as required by the *Real Estate Development Marketing Act* (British Columbia);



- (b) upon taking possession of the Strata Lot for purpose of occupying the same, the Purchaser will be deemed to have accepted the Strata Lot, including the existing kitchen, bathroom and other appliances, fixtures, equipment and installation in the condition in which they are on the Completion Date; and
- (c) this Contract constitutes the entire agreement between the parties pertaining to the purchase and sale of the Strata Lot and supersedes any and all prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser and there are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, made by the Vendor, its agents or employees, other than those contained in this Contract.
- 6.6 Any notice to be given to the Purchaser will be sufficiently given if deposited in any post office in British Columbia, postage prepaid, addressed, transmitted by facsimile or electronic mail or delivered by hand to the Purchaser's solicitor at his office or the Purchaser's address as set out above, or to such other address as the Purchaser may have last notified the Vendor in writing, and shall be deemed to have been received if delivered, when delivered, if sent by facsimile or electronic mail, on the date of transmission and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays in the British Columbia) after such mailing.
- In this Contract, the Vendor's Solicitors shall be: Borden Ladner Gervais LLP of 1200 Waterfront Centre, 200 Burrard Street, Vancouver, BC, V7X 1T2 (Attention: Mr. Mark V. Lewis, Tel: (604) 640-4143, Email: mlewis@blg.com)
- 6.7 The Purchaser shall not propose nor vote for any change or changes to the by-laws (or institute rules or regulations) of the Strata Corporation in respect of the Development until the earlier of:
- (a) the date on which the Vendor has completed the sale of all the strata lots in the Development; and
- (b) the date on which the Vendor gives notice in writing to the Purchaser that this provision is waived.
- The Purchaser acknowledges and agrees that a breach of the covenant contained in this paragraph 6.7 would result in damage to the Vendor which could not be adequately compensated for by a monetary award. Accordingly, in the event of such a breach, in addition to all other remedies available to the Vendor, at law or in equity, the Vendor shall be entitled to apply to a Court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the covenant contained in this paragraph.
- 6.8 The Purchaser acknowledges and agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser.
- 6.9 Any tender of documents or money under this Contract may be made upon the solicitor acting for the party upon whom tender is desired and it shall be sufficient that a negotiable certified cheque in lawful money of Canada drawn on a Canadian chartered bank is tendered instead of cash.
- 6.10 Except for the Vendor's covenant under paragraph 4.3 which shall continue and survive the Completion Date and the payment of all monies payable hereunder, all the covenants of the Vendor in this Contract shall only continue and survive the Completion Date to and including the date upon which the adjusted Purchase Price and all other amounts payable under this Contract are paid, but not thereafter.
- 6.11 The parties hereto shall 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 Contract.
- 6.12 This Contract may be executed by the parties in counterparts or transmitted by facsimile or other electronic transmission, or both, and if so executed and delivered, or if so transmitted, or if so executed and transmitted, this Contract will be for all purposes as effective as if the parties had executed and delivered to one another a single original Contract.
- 6.13 This offer and the Contract which will result from its acceptance shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.



- 6.14 In this Contract any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural (and *vice versa*) and masculine includes feminine and neuter (and *vice versa*).
- 6.15 If any term or condition of this Contract or the application thereof to any person or circumstances shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Contract shall be valid and enforced to the fullest extent permitted by law.
- 6.16 For any amendment to this contract to be effective such amendment must be in writing and executed by the parties hereto.
- 6.17 **PERSONAL INFORMATION**

The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Vendor's Agent and salespersons described in paragraph 7.1, the real estate boards of which the Vendor's Agent and salespersons are members and, if the Property 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.

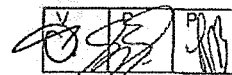
- A. for all purposes consistent with the transaction contemplated herein including:
- (i) to complete the transaction contemplated by this Contract;
 - (ii) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;
 - (iii) 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; and
 - (iv) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of any of the foregoing purposes;
- 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 purpose (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working with A Real Estate Agent.

ARTICLE 7 AGENCY DISCLOSURE

7.1 AGENCY DISCLOSURE

The Purchaser and Vendor acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled "Working with a Realtor® (Designated Agency)" and acknowledge and confirm as follows:

1. The Vendor has a designated agency relationship with Coldwell Banker Horizon Realty
(Brokerage) and Darcy Nyrose / Justin Gagaris
(Designated Agent/Licensee)
2. (a) The Purchaser (Buyer) has a customer relationship with _____
(Salesperson)
- OR



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(b) The Purchaser (Buyer) has a designated agency relationship with RE/MAX Kelowna
and Joanna Jameson (Brokerage).
(Designated Agent/Licensee)

3. The Purchaser and Vendor have consented to a limited dual agency relationship with
____ and _____, and
____, having signed a
limited dual agency dated _____, 201____.



SCHEDULE A

PLANS

The plans for the Strata Lots are those as set forth in the architectural plans prepared by Fougere Architecture for the Vendor for Crystal Heights at the Lakes, including the most recent amendments thereto.

SPECIFICATIONS

GENERAL OUTLINE SPECIFICATIONS

Heating / cooling system	Forced air heating with central air conditioning
Hot water	Individual electric hot water tank
Windows	Double glazed Low E vinyl window
Parking	As described in the Disclosure Statement.
Party wall construction	Garage door opener with two remotes provided.
Roof	Double stud walls
	Asphalt shingle

SUITE INTERIOR SPECIFICATIONS

Kitchen	Refrigerator	Whirlpool stainless steel
	Range	Whirlpool stainless steel
	Dishwasher	Whirlpool stainless steel
	Microwave / hoodfan	Whirlpool stainless steel
	Countertop	Granite
	Cabinets	Wood Doors
	Sink	Dual basin stainless steel
Main bathroom	Countertop	Laminate
	Cabinet	Wood Doors
Ensuite bathroom	Countertop	Laminate
	Cabinet	Wood Doors
Flooring	All bathrooms	Tile
	Kitchen	Laminate
	Main level	Laminate throughout except where tiled
	Upper level	Carpet throughout except where tiled
Fireplace		Gas
Window covering		2" PVC blinds
Doors		Painted moulded door with finishing hardware
Vacuum		Rough in only
Alarm system		Rough in only
Washer & Dryer		Included
Dining room light fixture		Not Included

Note: Custom millwork, trims, paint colours, furniture, closet organizers, draperies, and wall coverings as displayed in the show homes are not included.

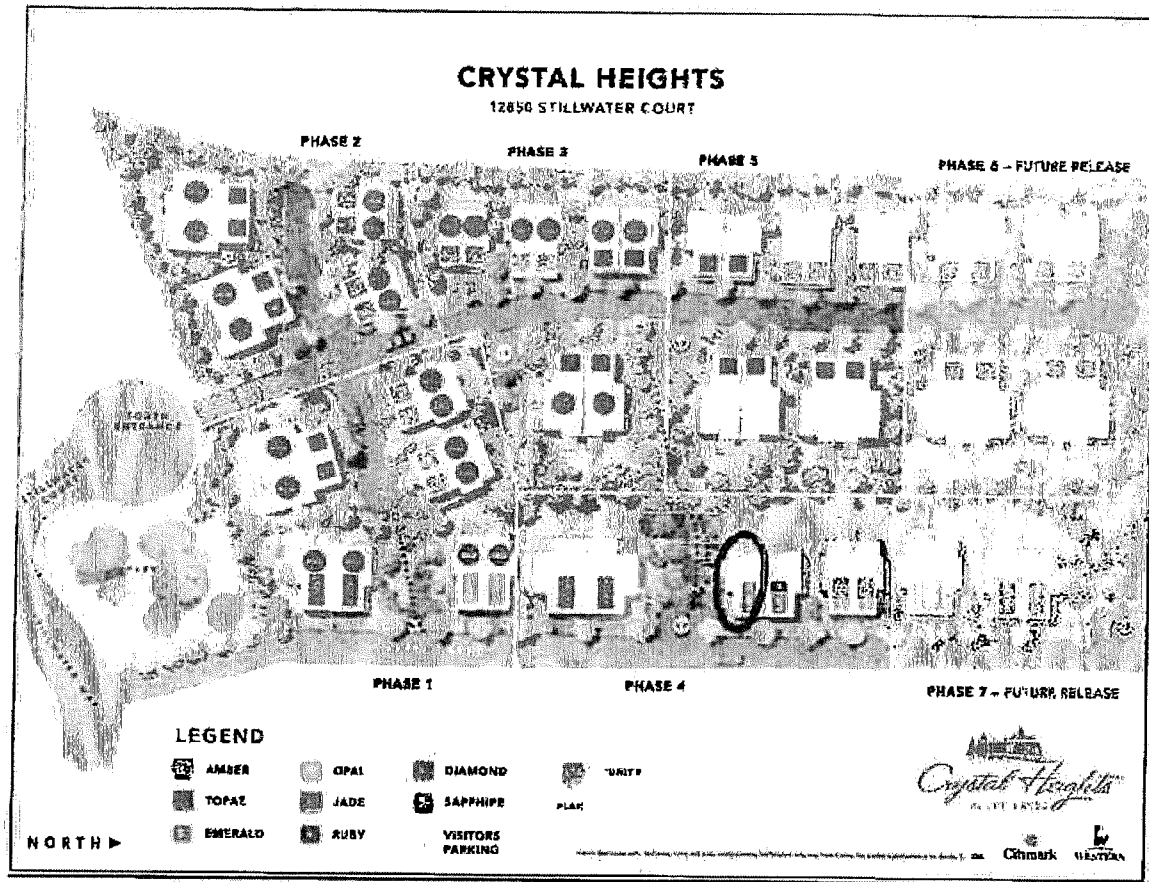


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ADDENDUM

SITE PLAN

The Strata Lot is identified on the site plan.



SCHEDULE "D"

Unit # 12850 Stillwater Court / 12875 Lake Hill Lane, Lake Country, BC Strata Lot 29

PURCHASER'S UPGRADE ADDENDUM - PHASE 4 "EMERALD"

CRYSTAL HEIGHTS AT THE LAKES

The Purchaser and the Vendor hereby agree that the Vendor will provide the following upgrades:

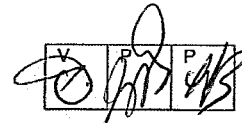
UPGRADES	MODEL/ SPECIFICATION	EMERALD (12875, 12879 Lakehill Lane)	INCLUDED	
			YES	NO
Granite in Powder Room	Granite specification to match the kitchen countertop	\$425		
Granite in Main Bath	Granite specification to match the kitchen countertop	\$470		
Granite in Ensuite Bath	Granite specification to match the kitchen countertop	\$925		
Engineered hardwood flooring on the main level only		\$4,400	✓	
Counter-depth Fridge		\$860		
Stair lighting (4 lights per stair) from Lower to Main Floor <i>Case</i>	N/A	\$460		
Stair lighting (4 lights per stair) from Main to Upper Floor <i>Case</i>	N/A	\$460	✓	
Completed Alarm System	N/A	\$775	✓	
Completed Built-in Vacuum System	N/A	\$860		
Total Cost of Upgrades	\$ <u>5,635.00</u>			

Should the above model/specification not be available at the time of installation for whatever reason, the Vendor reserves the right to substitute with an alternative model/spec of comparable quality, all as are desirable in the sole discretion of the Vendor.

The Purchaser agrees to pay the Vendor a total amount of \$ 5,635.00 plus applicable taxes for the above upgrades, in addition to the Purchase Price to be reflected on the Statement of Adjustments on Completion Date.

Further upgrades in addition to the upgrades outlined above shall be agreed to between the Vendor and Purchaser on or before March 27, 2015.

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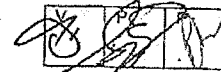
ADDENDUM

CRYSTAL HEIGHTS AT THE LAKES



The following additional provisions will apply to the Contract of Purchase and Sale (the "Contract") dated March 12, 2015 between (the "Purchaser") and Citimark-Western Lake Country Development Ltd. (the "Vendor") in respect of property referred to therein as strata lot 29 (the "Strata Lot").

[Handwritten: Purchaser]
The ~~buyer~~ *Purchaser* and seller agree to allow the ~~Buyer~~ *Purchaser* to determine the upgrades on Schedule "D" by March 27 2015.



PURCHASER'S CONDITIONS ADDENDUM

CRYSTAL HEIGHTS AT THE LAKES



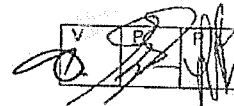
The following additional provisions will apply to the Contract of Purchase and Sale (the "Contract") dated March 13, 2015 between (the "Purchaser") and Citimark-Western Lake Country Development Ltd. (the "Vendor") in respect of property referred to therein as strata lot 29 (the "Strata Lot").

The Purchaser's obligation to complete the purchase of the Strata Lot is subject to the following conditions (the "Purchaser's Conditions") being waived or satisfied on or before the dates specified:

1. Subject to a first mortgage being made available to the Purchaser by March 27, 2015
2. Subject to the Purchaser, on or before March 27, 2015 receiving and approving professional advice concerning any and all tax and legal implications to the Purchaser resulting from the purchase and sale of the Property, including GST and HST liability, exemptions, transitional provisions and rebates.
3. Subject to the Purchaser, on or before March 27, 2015 receiving and approving the minutes of any meeting held between the period from March 1, 2015 to October 1, 2015 by the strata council and by the members. Immediately upon acceptance of this offer or counter-offer, the Vendor will authorize the Vendor's agent, to request, at the Vendor's expense, complete copies of the minutes from the strata corporation or other source and to immediately, upon receipt, deliver the documents to the Purchaser (or the Purchaser's agent).

4) Subject to completion on or before October 1 15th 2015.

The above condition(s) is/are for the sole benefit of the Purchaser.



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HST/GST TRANSITION INFORMATION SCHEDULE

This Information Schedule forms a part of and is subject to the terms and conditions set out in the Contract to which the Schedule is attached.

For the purposes of this Information Schedule, the following definitions apply:

"Act" means the British Columbia New Housing Transition Tax and Rebate Act.

"BCTT" means the British Columbia Transition Tax, exigible by the Province of British Columbia pursuant to the Act.

"GST" means Goods and Services Tax, exigible by the Canadian federal government under the Canada Excise Tax Act from and including April 1, 2013.

"HST" means Harmonized Sales Tax, exigible by the Canadian federal government under the Canada Excise Tax Act up to and including March 31, 2013 (and refers to both the Provincial and Federal components thereof).

All other capitalized terms used in this Information Schedule and not defined herein shall have the meanings given to them in the Contract.

In accordance with the requirements set out in British Columbia New Housing Transition Tax and Rebate Regulation, the Vendor hereby discloses the following to the Purchaser:

- 1) State the value of the consideration for the sale of the Strata Lot determined under section 13, 14 or 15 of the Act, as applicable:

\$ 374,900 —

Note: the amount set out above may not equal the Purchase Price because of the manner in which the amount is determined under section 13, 14 or 15 of the Act, as applicable.

- 2) State whether the Purchase Price set out on page 1 of the Contract (which may or may not be the same amount as stated in #1 above) includes any of the following taxes and, where any such taxes are included in the Purchase Price, state the rate of tax and the amount of such tax included in the Purchase Price:

<u>TYPE OF TAX</u>	<u>YES (included) / NO (not included)</u>	<u>RATE OF TAX</u> (if applicable)	<u>AMOUNT OF TAX</u> (if applicable)
BCTT	No	—	—
GST	No	—	—
HST	No	—	—

E. & O.E.

Unit # ____ 12850 Stillwater Court / 12875 Lake Hill Lane, Lake Country, BC Strata Lot 29

3) State whether any of the following rebates been taken into account in determining the amount payable to the Vendor under the Contract and, for each of the following rebates that have been taken into account in determining the amount payable to the Vendor under the Contract, then state the amount of the rebate taken into account:

<u>TYPE OF REBATE</u>	<u>YES (taken into account) / NO (not taken into account)</u>	<u>AMOUNT OF REBATE (if taken into account)</u>
GST/HST New Housing Rebate	No	—
British Columbia Provincial New Housing Rebate	No	—
British Columbia Transition Rebate	No	—

E & O.E.

Note: in addition to circumstances where the Purchase Price is inclusive of applicable taxes, the table set out above must be completed in circumstances where the Purchase Price is not inclusive of taxes but where the Purchaser is assigning a rebate to the Vendor as partial payment of the amount payable to the Vendor under the Contract.

4) The Vendor is not a foreign supplier.

Notice to Purchaser

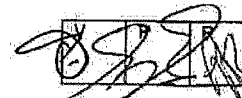
If:

- a. both ownership and possession of newly constructed or substantially renovated housing, or an interest in such housing, transfer on or after April 1, 2013; and
- b. either ownership or possession of the housing or interest transfers before April 1, 2015,

then:

- the 7% provincial part of the HST and the B.C. HST new housing rebate for primary places of residence generally will not apply;
- the 2% B.C. transition tax may be payable by the purchaser; and
- the supplier may be eligible for a B.C. transition rebate in respect of the housing.

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.



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The Vendor has completed this Information Schedule having taking into consideration the following assumptions, statements and/or other information provided by the Purchaser (complete as appropriate):

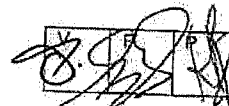
A. The Purchaser IS IS NOT a resident of Canada for taxation purposes.

B. The Purchaser DOES DOES NOT intend to occupy the Strata Lot.

C. [Other:] _____

The Purchaser acknowledges and agrees that this Information Schedule has been prepared specifically for the original purchaser named in Contract and that any assignment of the Purchaser's interest in the Contract (in whole or in part) may affect the disclosure contained in this Information Schedule. In the event of any assignment of the contract by the Purchaser (in whole or in part), it is the Purchaser's exclusive responsibility to advise the Vendor of any changes to the foregoing assumptions, statements and information.

THE PURCHASER ACKNOWLEDGES HAVING REVIEWED THE FOREGOING INFORMATION AND HAVING BEEN SATISFIED AS TO THE ACCURACY AND COMPLETENESS OF THE ASSUMPTIONS, STATEMENTS, INFORMATION AND FIGURES SET OUT IN THIS INFORMATION SCHEDULE.



GST ADDENDUM



The following additional provisions will apply to the Contract (the "Contract") dated March 12, 2015 between Garry and Leona Bugg (the "Purchaser") and Citimark-Western Lake Country Development Ltd. (the "Vendor") in respect of property referred to therein as strata lot 29 (the "Strata Lot").

Terms used herein shall have the meanings given to them in the Contract unless they are expressly defined in this Addendum.

1. Federal Goods and Services Tax ("GST"), eligible pursuant to the federal Excise Tax Act, is not included in the Purchase Price. The Purchaser is solely and exclusively responsible for, and will pay, all GST payable in respect of the purchase of the Strata Lot.
2. Notwithstanding anything in the Contract to the contrary, the Vendor may provide the Purchaser with a credit on the vendor's closing Statement of Adjustments such that the total amount of GST payable by the Purchaser on the Completion Date will equal the Purchase Price times five percent (5%), less the Rebate (as defined below), provided that the Purchaser:
 - (a) qualifies for the federal new housing rebate of a portion of the GST (the "Rebate"); and
 - (b) provides to the Vendor at or prior to the Completion Date, an executed copy of all Rebate application forms prescribed by the federal government for the purpose of claiming the Rebate and assigning the Rebate to the Vendor, as well as any other documentation reasonably required by the Vendor in connection with the assignment and claims.
3. Notwithstanding anything herein, the Vendor reserves the right to refuse to provide the credit referred to in section 2 above if the Vendor has reason to believe that the Purchaser is not entitled to the Rebate or that the amount claimed by the Purchaser exceeds the Rebate to which the Purchaser is entitled. By delivering an executed copy of the Rebate application forms to the Vendor, the Purchaser covenants, represents and warrants that the Purchaser is eligible for the Rebate. If the Vendor exercises its rights as aforesaid in this section 3, then it is the Purchaser's sole responsibility to apply for the Rebate. In such case the Vendor will execute and complete any forms reasonably requested by the Purchaser in order for the Purchaser to apply for and obtain the Rebate.
4. Notwithstanding anything herein or in the Contract to the contrary, if the Vendor credits the Purchaser with the Rebate on the closing vendor's Statement of Adjustments, then the Purchaser shall, on or before the Completion Date, prepare, execute and deliver to the Vendor all such documentation required by the Vendor to permit the Vendor to apply for the Rebate in the Vendor's name, or to apply for the Rebate in the Purchaser's name with an unconditional assignment of the Rebate to the Vendor. Such documentation may include, without limitation, all forms and documentation prescribed by the government in respect of the Rebate, a statutory declaration of the Purchaser wherein the Purchaser affirms that the Purchaser (or another approved party pursuant to the relevant legislation) will occupy the Strata Lot as the Purchaser's primary residence, a statutory declaration of the Purchaser wherein the Purchaser affirms that the Purchaser is eligible for the Rebate, and any other documentation required by the Vendor, all such documentation to be in form and content satisfactory to the Vendor. In connection with any application made by or on behalf of the Vendor for the Rebate, the Purchaser hereby consents to the release by the Vendor (or by an agent on

behalf of the Vendor) to any government or governmental entity having jurisdiction in respect of the Rebate of all documentation pertaining to the purchase and sale of the Strata Lot, including without limitation the Contract, this Addendum, the Statement of Adjustments and any statutory declaration executed by the Purchaser.

5. Notwithstanding anything herein or in the Contract to the contrary, if the Vendor credits the Purchaser with an amount equal to the Rebate and the applicable governmental entities do not provide or credit the Vendor with all or any part of the Rebate, or if the amount credited to the Purchaser on the Statement of Adjustments exceeds the amount paid or credited to the Vendor by the applicable governmental entities, or the applicable governmental entities charge and/or require any monetary consideration in order for the Vendor to obtain the Rebate, then in all such circumstances the Purchaser shall forthwith on demand pay such amounts (including all applicable interest, penalties, fees and/or other amounts) to the Vendor. As security for payment of the foregoing, as well as interest, expenses (including, without limitation, solicitors fees on a solicitor and own client basis incurred by the Vendor in the enforcement of this Addendum and the Contract) and other monies that may become due and payable to the Vendor under the terms of this Addendum and the Contract, including, without limitation, any breach by the Purchaser of this Addendum, the Purchaser hereby charges in favour of the Vendor all of the Purchaser's estate and interest in the Strata Lot. Without limiting the foregoing, the Vendor shall have the right to exercise all of its remedies available at law, in equity or otherwise, against the Purchaser.
6. The Vendor makes no covenant, representation or warranty that the Rebate is applicable to the sale of the Strata Lot or available to the Purchaser.
7. All other terms and conditions of the Contract are hereby ratified and remain unchanged and in full force and effect. Time remains of the essence of the Contract. This Addendum may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Any party (or all of the parties) hereto may execute and deliver an executed copy of this Addendum by facsimile, PDF or other electronic transmission which shall be sufficient to bind such party.

IN WITNESS WHEREOF the parties hereto have executed this Addendum this 12 day of March, 2015.

Witness

Witness

Purchaser

Purchaser

CITIMARK-WESTERN LAKE COUNTRY DEVELOPMENT LTD.

Per:

