



**REMOVAL OF
"SUBJECT TO CLAUSE"
AND APPOINTMENT OF
CONVEYANCER**



PAGE ____ OF ____ PAGES

ADDRESS OF PROPERTY: 5126 Chute Lake Crescent

Kelowna

V1W 4L9

TEL: 605-924-791

DATE OF CONTRACT: March 9, 2016

BUYER: Willem Semmelink and Barbara Semmelink

SELLER: Stephen Kay and Lesley Kay

REMOVAL / WAIVER OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS /ARE REMOVED/WAIVED, TIME SHALL REMAIN OF THE ESSENCE.

Subject to the Buyer, on or before March 18, 2016 searching and approving title to the property against the presence of any charge or other feature, whether registered or pending, that reasonably may affect the property's use or value.

Subject to the Buyer, on or before March 18, 2016 at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$1000.00 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property for this purpose on reasonable notice.

Subject to the Buyer on or before March 18, 2016 obtaining and approving a Property Disclosure Statement with respect to the information that reasonably may adversely affect the use or value of the property. If approved, such statement will be incorporated into and form part of this contract.

Subject to the Buyer, at the Buyer's expense, receiving, reviewing and being satisfied with a report from an appropriate authorized person (as defined in the British Columbia Sewerage System Regulation ("Regulation")) concerning the operational function and condition of the components of the wastewater treatment system on the property ("System"), and compliance of the System with the Regulation on or before March 18, 2016.

THE PARTIES AGREE THAT: (PLEASE INITIAL APPROPRIATE SET OF BOXES)



BUYER



SELLER

ADDITIONAL SUBJECT CLAUSE(S) REMAIN IN EFFECT ON THIS CONTRACT OF PURCHASE AND SALE.

OR *[Signature]*



BUYER

SELLER

ALL CONDITIONS HAVE BEEN REMOVED AND THIS CONTRACT IS NOW UNCONDITIONAL.

WITNESS TO BUYER(S) SIGNATURE

(BUYER) X

DATE: March 18, 2016

(BUYER) X

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)

APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS Richard Montgomery

OF Montgomery Miles

TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE

(BUYER) X

DATE: March 18, 2016

(BUYER) X

THE SELLER HEREBY APPOINTS

OF

TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)



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P.I.D.: 005-924-791

DATE OF CONTRACT: March 9, 2016

BUYER: Willem Semmelink and Barbara Semmelink

SELLER: Stephen Kay and Lesley Kay

A. REMOVAL/WAIVER OF "SUBJECT TO CLAUSE"

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Subject to the Buyer confirming with the City of Kelowna the cost to hook up to City sewer and if there are any special sewer line levies on or before March 18, 2016.

This offer is subject to the Buyer obtaining approval for fire/property insurance, on terms and at rates, satisfactory to the Buyer, on or before March 18, 2016.

Subject to a new first mortgage being made available to the Buyer on or before March 18, 2016.

THE PARTIES AGREE THAT: (PLEASE INITIAL APPROPRIATE SET OF BOXES)

☐ BUYER

☐ SELLER

ADDITIONAL SUBJECT CLAUSE(S) REMAIN IN EFFECT ON THIS CONTRACT OF PURCHASE AND SALE.

☒ BUYER

☐ SELLER

ALL CONDITIONS HAVE BEEN REMOVED AND THIS CONTRACT IS NOW UNCONDITIONAL.

WITNESS TO BUYER(S) SIGNATURE

DATE March 18, 2016

WITNESS TO SELLER(S) SIGNATURE

DATE

(BUYER) X

(BUYER) X

(SELLER)

(SELLER)

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS Richard Montgomery OF Montgomery Miles
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE

DATE March 18, 2016

THE SELLER HEREBY APPOINTS

TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO SELLER(S) SIGNATURE

DATE

(BUYER)

(BUYER)

(SELLER)

(SELLER)