

**CONTRACT OF PURCHASE AND SALE
(Residential)**

Dated the 30 day of January, 2016.

BETWEEN:

KOFOED CARLTON HOMES LTD.

c/o Montgomery Miles Law Firm
410-1708 Dolphin Avenue
Kelowna, British Columbia V1Y 9S4

(the "**Vendor**")

AND:

Javier Robles Caraccioli
Perta Regalado Medina

(the "**Purchaser**")

The parties agree as follows:

1. PREMISES

1.1. The Purchaser hereby offers to purchase from the Vendor the proposed strata lot # 24 (the "**Strata Lot**"), to be constructed in a development (the "**Development**") shown on the plan attached to this Agreement as Schedule "A", and to be developed on lands in Lake Country, British Columbia legally described as Lot 1, District Lot 169, ODYD, Plan EPP40853, (the "**Property**"), subject to and in accordance with the terms and conditions set out in this Agreement, and free and clear from all encumbrances, save and except any building restrictions with which the Property complies and public utility rights-of-way, covenants, easements, or any other non-financial charges required by the District of Lake Country (the "**Permitted Encumbrances**").

2. PURCHASE PRICE

2.1. The purchase price for the Strata Lot is \$ 327,900.00 plus GST net of the New Housing Rebate (the "**Purchase Price**"), of lawful money of Canada payable as follows:

2.2. a deposit paid to the Vendor's real estate brokerage or lawyers by the 20 day of May, 2016, to be held in trust (the "**Deposit**"); \$ 5,000.00
and

2.3. the balance of the Purchase Price, subject to closing adjustments, by way of solicitor's trust cheque or bank draft on the Completion Date

as defined herein.

3. **DEPOSIT**

3.1. The Deposit will be held by the Vendor's real estate brokerage or lawyers, in trust, as a stakeholder in accordance with the provisions of the **Real Estate Development Marketing Act (British Columbia)**.

3.2. The Deposit will not be held in an interest-bearing account.

4. **COMPLETION DATE**

4.1. The completion date (the "**Completion Date**") will be that date set out in a notice to the Purchaser from the Vendor and will be no less than 30 days after the Vendor or the Vendor's lawyer notifies the Purchaser or Purchaser's lawyer that the Strata Lot is ready to be occupied. Whether the Strata Lot is ready to be occupied refers to the Strata Lot, and not any other strata lots or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the District of Lake Country has given written permission to occupy the Strata Lot. The notice of the Completion Date delivered to the Purchaser or the Purchaser's lawyer may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied.

4.2. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date for a period of time not exceeding 60 days, by providing written notice of such delay to the Purchaser or the Purchaser's lawyer at least 5 days prior to the Completion Date. If the Vendor has been unable to complete the sale of the Strata Lot by Aug 15, 2016 (the "**Outside Date**") at no fault of the Purchaser, then this Agreement will be terminated, the Deposit will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided however that if the Vendor is delayed from completing construction of the Strata Lot as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay.

4.3. *J.R.* The Vendor confirms that it currently estimates that the Completion Date will occur on or about July 25, 2016. The Purchaser acknowledges that this date has been provided by the Vendor as a matter of convenience only, and is not meant to be legally binding on the Vendor and that the actual Completion Date will be established in the manner set out above.

5. **INCLUDED ITEMS**

5.1. The Purchase Price for the Strata Lot does not include any appliances or furnishings, other than horizontal and vertical blinds, a fridge, stove, microwave (with fan) and dishwasher.

6. **CONSTRUCTION AND FINISHINGS**

6.1. The Vendor will contract with Kofoed Contracting Ltd. to provide materials and labour to complete the interior finishing of the Strata Lot in reasonable conformity with the specifications set out in the Disclosure Statement and this Agreement. The Vendor reserves the right to make minor variances or changes to the work, if in the Vendor's opinion such minor changes or variations are necessary. Any such variations or changes will be within the general scope and intent of the specifications and if materials are substituted, those substituted will be of equal or better quality.

6.2. The Vendor agrees to provide a new home warranty effective from the date of occupancy to be issued by an approved warranty company pursuant to the provisions of the **Homeowner Protection Act**. It is agreed that there are no representations, warranties, guarantees, promises or agreements other than those contained in this Agreement and the Disclosure Statement.

6.3. The Purchaser is aware that area measurements for the Strata Lot are approximate and based on architectural drawings and measurements. The Strata Lot will be no more than five percent (5%) smaller than indicated in the Disclosure Statement when measured in accordance with the **Strata Property Act (British Columbia)**.

6.4. The Vendor reserves the right to make minor variances to the common property of the Development from time to time if, in the Vendor's sole opinion, such variance or variances would improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. Any such variations will be within the general scope and intent of the specifications in this Agreement and in the Disclosure Statement, and shall not reduce or inhibit the Purchaser's use or enjoyment of the common property.

7. **CONDITIONS PRECEDENT**

7.1. The Purchaser's obligation to complete the purchase of the Strata Lot is subject to and conditional upon the fulfillment of the Purchaser's condition(s), if any, as set out in the Addendum attached to this Agreement (the "**Purchaser's Condition(s)**"). The Purchaser's Condition(s) are for the exclusive benefit of the Purchaser and any condition may be unilaterally waived in whole or in part by the Purchaser at any time before the date specified, by the Purchaser giving notice to the Vendor. The Purchaser agrees to use his or her best efforts to have the Purchaser's Condition(s) fulfilled. In the event that the Purchaser's Conditions are not satisfied or waived on or before the date specified, failing further agreement between the parties, the Deposit will be returned to the Purchaser without deduction and this Agreement will be null and void, and neither party will have further obligations to the other.

7.2. The parties acknowledge that:

(a) there are no Purchaser's Condition(s); or

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(b) the Purchaser's Condition(s) are attached as an Addendum to this Agreement

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(please check one)

8. **INSPECTION**

8.1. The Purchaser and a representative of the Vendor will inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies (the "**Deficiencies**") will be prepared. The parties will sign the list and the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot subject only to the Deficiencies on the deficiency list. In the event the Purchaser fails to attend for the inspection the Purchaser will forfeit this inspection and will be deemed to have accepted the Deficiencies on the deficiency list prepared by the Vendor alone. 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 may be rectified subsequent to the Completion Date. The Purchaser will not be allowed to have access to the Strata Lot except for this inspection prior to the Possession Date.

8.2. No holdback will be made on closing in respect of the Deficiencies.

8.3. In the event there are Deficiencies, the Purchaser acknowledges and agrees that:

- (a) the Vendor and its representatives will have the right to enter the Strata Lot for up to 3 months following the Completion Date (the "**Deficiency Period**") during normal working hours without notice in order to carry out the work necessary to rectify the Deficiencies; and
- (b) the Vendor will use its best efforts to complete the Deficiencies within the Deficiency Period in a good and workmanlike manner according to generally acceptable industry standards.

9. CONVEYANCE

9.1. A vendor's statement of adjustments and a freehold transfer for the Strata Lot are to be delivered at the Purchaser's expense to the office of the Vendor's lawyers by the Purchaser's lawyers at least five (5) full business days prior to the Completion Date. The Vendor will execute and deliver such statement of adjustments, transfer and certificate (if required) to the Purchaser's lawyers prior to the Completion Date on the condition that, forthwith upon the Purchaser's lawyers obtaining a post registration index search from the applicable 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), the Purchaser will cause payment of the balance of the Purchase Price due on the Completion Date by way of certified cheque or bank draft to be paid by the Purchaser's lawyers to the Vendor's lawyers.

9.2. The transfer of the Strata Lot will also be subject to the Vendor's lawyers undertaking to clear title to the Strata Lot of all encumbrances related to the Vendor's financing and any builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date.

9.3. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, 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 new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor a lawyer's or notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and receipt of the advance by the mortgagee of the mortgage proceeds.

10. POSSESSION, RISK AND ADJUSTMENT

10.1. The Purchaser will assume all taxes, rates, local improvement assessments, utility charges, and all other items normally adjusted between a Vendor and Purchaser as of the Completion Date.

10.2. The Strata Lot is to be at the risk of the Vendor until 12:01 a.m. on the Completion Date, and thereafter at the risk of the Purchaser. In the event of material damage to the Strata Lot and/or the Development, as determined by the Vendor, occurring before the passage of the risk to the Purchaser and at no fault of the Vendor, the Vendor may, at the Vendor's option, cancel the Agreement. In the event the Vendor does not cancel the Agreement pursuant to this provision:

- (a) The Purchaser will complete the purchase on the Completion Date; and
- (b) The amount of any insurance proceeds in connection with the loss or damage to the Strata Lot occurring before the passing of the risk and not applied by the Vendor or the insurer to the cost of repairs, will be assigned and will be payable to the Purchaser.

For the purpose of this clause, "material damage" means loss or damage to or destruction of the Strata Lot and/or the Development to such an extent that, in the reasonable opinion of the Vendor, the repair thereof cannot be substantially completed within 60 days.

10.3. So long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser will have possession of the Strata Lot on the day following the Completion Date (the "**Possession Date**").

11. **BUILDERS' LIEN HOLDBACK**

11.1. That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's lawyers on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the **Strata Property Act (British Columbia)** and **Builders Lien Act (British Columbia)** (or successor statutes) solely in respect of lien claims registered in the applicable Land Title Office in connection with work done to the Strata Lot at the behest of the Vendor. The Vendor's lawyers are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the **Builders Lien Act** expires; and (ii) the date which is 55 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Strata Lot of which the Purchaser or the Purchaser's lawyers notify the Vendor's lawyers in writing by 1:00 p.m. on that day.

12. **RECISSION RIGHTS AND THE DISCLOSURE STATEMENT**

12.1. The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development including all amendments thereto, if any, filed up to the date hereof (the "**Disclosure Statement**") and has been given a reasonable opportunity to read the Disclosure Statement.

12.2. Under section 21 of the *Real Estate Development Marketing Act*, the Purchaser may rescind (cancel) the contract of purchase and sale by serving written notice on the Developer or the Developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the Purchaser received a copy of the Disclosure Statement.

12.3. A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

- (a) the Developer at the address shown in the Disclosure Statement received by the Purchaser,
- (b) the Developer at the address shown in this Agreement, or
- (c) the Developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser.

12.4. The execution of this Agreement and the Deposit paid by the Purchaser pursuant to the terms of this Agreement do not constitute an interest in the Property and all the Purchaser's rights and obligations are contractual only. The Purchaser will acquire an interest in land upon completion of the purchase and sale contemplated in this Agreement.

13. **REMEDIES**

13.1. If the Purchaser fails to comply with the terms of this Agreement, the Vendor may at its option, by notice in writing to the Purchaser or the Purchaser's lawyers, cancel this Agreement which shall be of no further force and effect and the Deposit will be absolutely forfeited to the Vendor without prejudice to the further rights and remedies of the Vendor. The payment of any funds to the Vendor pursuant to this section will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser.

14. **RESIDENCY**

14.1. The Vendor covenants that the Vendor is a Canadian citizen and a resident of Canada.

15. **ENTIRE AGREEMENT/REPRESENTATIONS**

15.1. The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his viewing.

16. **COSTS**

16.1. The Purchaser will pay all costs relating to the transfer of title to the Strata Lot, including Property Transfer Tax. The Vendor will pay all costs relating to the discharge of any financial encumbrances relating to the Vendor's financing.

17. **GST**

J.R. R

17.1. The Purchase Price is NOT inclusive of the GST payable under the *Excise Tax Act* (Canada). In addition to the Purchase Price, the Purchaser is responsible for paying the GST payable, net of the New Housing Rebate (the "**Rebate**") if same is available to the Purchaser under the *Excise Tax Act* (Canada) provided:

- (a) The Purchaser is eligible for the Rebate and assigns it to the Vendor pursuant to a form of assignment acceptable to the Vendor delivered on or before the Completion Date;
- (b) On or before the Completion Date, the Purchaser delivers to the Vendor a properly completed and executed GST New Housing Rebate form in the form prescribed by the *Excise Tax Act* (Canada) from time to time;
- (c) On or before the Completion Date, the Purchaser delivers to the Vendor a sworn statutory declaration stating that:
 - (i) After completion of the transaction, the first person to occupy the Strata Lot as a place of residence under an arrangement for that purpose will be the purchaser or a "relation" (as that term is defined for purposes of section 254 of the *Excise Tax Act* (Canada)) of the Purchaser, and

- (ii) At the time the Purchaser becomes liable under the Agreement, the Purchaser is acquiring the Property for use as the primary place of residence of the Purchaser or the relation, as the case may be; and
- (d) The Purchaser delivers to the Vendor any other documentation reasonably required by the Vendor in connection with the crediting of the Rebate.

17.2. Despite the foregoing, the Vendor reserves the right to refuse to credit all or any portion of the Rebate claimed by the Purchaser if the Vendor has reason to believe that the Purchaser is not entitled to the Rebate or that the Rebate amount claimed by the Purchaser exceeds the Rebate to which the Purchaser is entitled. By delivering an executed copy of the GST New Housing Rebate Form to the Vendor, the Purchaser warrants that the Purchaser is eligible for the Rebate claimed in such form in respect of the transaction contemplated by the Agreement. In the event that the Vendor credits a Rebate to the Purchaser and Canada Revenue Agency disallows all or any part of the Rebate claim, the Purchaser will immediately, upon receiving a written demand from the Vendor, reimburse such disallowed amount to the Vendor together with any interest, penalty, or other amount payable by the Vendor as a result of such disallowance.

17.3. If the Purchaser is not eligible for the Rebate, fails to provide any of the documents referred to in the subparagraphs (b), (c) and (d) above or otherwise fails to assign the Rebate to the Vendor, then the Purchaser shall be responsible for paying the Purchase Price plus the applicable GST (Gross) to the Vendor on the Completion Date.

17.4. Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST purposes, and on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor upon closing but will be entitled to self-assess the GST and account for same directly to the Canada Revenue Agency.

18. ASSIGNMENT

18.1. In the event that the Purchaser wishes to assign its rights under this Agreement to his or her spouse, to a member of his or her immediate family, or to a corporation which is wholly owned by the Purchaser, the Purchaser may assign its rights under this Agreement, provided such assignment will have received the prior written approval of the Vendor, such approval not to be unreasonably withheld. Any such assignment will not be subject to any assignment fee charged by the Vendor. Where any such assignment is approved by the Vendor, the Purchaser will remain liable for the obligations of the Purchaser under this Agreement. As a condition of the Vendor electing to waive any assignment fee, the Vendor may elect, at their sole discretion, that the Purchaser first provide the Vendor's lawyers with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's lawyers. The Purchaser will be required to pay all of the Vendor's costs in connection with any assignment, including legal fees and disbursements. The Assignee will provide to the Vendor satisfactory evidence of financial means to complete the transaction as contracted.

18.2. The Purchaser hereby acknowledges that the Purchaser will not be permitted to assign its rights under this Agreement to any outside third party, who does not qualify as a spouse, immediate family member of the Purchaser, or a corporation wholly owned by the Purchaser, sufficient proof of which relationship the Vendor may request as a condition to granting any such assignment of Agreement. The Purchaser acknowledges that the Purchaser will at no time be entitled to advertise the Strata Lot for sale in any print or other media or use any of the Vendor's marketing material or images to advertise the offering of an assignment of this Agreement or the sale of the Strata Lot, prior to the Completion Date.

19. **TIME OF THE ESSENCE**

19.1. Time will be of the essence in this Agreement.

20. **MARKETING PROGRAM**

20.1. The Purchaser 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. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property or the Development. 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 agrees that for so long as the Vendor is the owner of any strata lots in the Development, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls) of the Development or strata lots owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities.

21. **SURVIVAL**

21.1. It is agreed that the representations, warranties, guarantees, promises or agreements in this Agreement will survive the closing of the purchase and sale and will not merge.

21.2. This Agreement will enure to the benefit of and be binding upon the parties to it, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this agreement, their respective successors and assigns.

22. **PURCHASER COMPRISING MORE THAN ONE PARTY**

22.1. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to each other such party.

23. **COUNTERPARTS AND ELECTRONIC OR FACSIMILE DELIVERY**

23.1. This Agreement may be executed by the parties in counterparts or transmitted by email or fax, or both, and if so executed and delivered, or if so transmitted electronically or by facsimile, or if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had executed and delivered to one another single original agreement.

24. **FURTHER ASSURANCES**

24.1. The parties hereto will 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 the Agreement.

25. **ADDENDUM**

25.1. The Addendum(s) attached hereto and signed by the Vendor and Purchaser forms part of this Agreement.

This offer will be open for acceptance by the Vendor until 6 p.m. on the 31 day of January, 2016.

Signed by the Purchaser on the 30 day of January, 2016.

SIGNED, SEALED & DELIVERED
in the presence of:

J. Kofoed
Signature
Joanne Kofoed
Print Name
Lake Country BC.
Address
Realtor
Occupation

X [Signature]
X [Signature]

Signed by the Vendor on the 30 day of January, 2016.

SIGNED, SEALED & DELIVERED
in the presence of:

J. Kofoed
Signature
Joanne Kofoed
Print Name
Lake Country, BC.
Address
Realtor
Occupation

KOFOED CARLTON HOMES LTD.

Per: [Signature]
Authorized Signatory



MLS#No. _____ DATE January 30, 2016 PAGE 10 OF 11 PAGES

It is recommended that this form be filled in and attached to the Contract Purchase and Sale

RE: ADDRESS: 30 - 10724 Bottom Wood Lake Road Lake Country V4V-2T3

LEGAL DESCRIPTION: Proposed Strata Lot #24 on Lot 1 DL 169 ODYD Plan EPP40853

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED: January 30, 2016

BETWEEN Kofoed Carlton Homes Ltd. c/o Montgomery Miles Law Firm AS SELLER(S),
AND Javier Robles Caraccioli & Perla Regalado Medina AS BUYER(S).

1. TITLE SEARCH

Subject to the Buyer(s) on or before May 20/2016 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that may reasonably affect the property's use or value. The Buyer(s) are advised to obtain title insurance. This condition is for the sole benefit of the Buyer(s).

2. PROPERTY DISCLOSURE STATEMENT

Subject to the Buyer(s) on or before _____ approving the Property Disclosure Statement dated _____ 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. This condition is for the sole benefit of the Buyer(s).

3. HOME & PROPERTY INSPECTION

Subject to the Buyer(s) at the Buyer's expense, obtaining and approving a Home & Property Inspection Report on the property by _____ from a qualified professional Home Inspector of the Buyer's choice. The Seller agrees to allow access to the property upon reasonable notice. This condition is for the sole benefit of the Buyer(s). The Buyers are aware if they choose to waive the opportunity to have an inspection completed that they may be taken on any responsibilities and expenses that may occur that may have reasonably been discovered with an inspection.

4. BUYER FINANCING

Subject to a FIRST MORTGAGE being made available to the Buyer(s) at current interest rates by May 20/2016. This condition is for the sole benefit of the Buyer(s).

5. LEVIES

Subject to the Buyer(s) verifying and approving any Sewer and/or Water Levy and all related expenses by May 20/2016. This condition is for the sole benefit of the Buyer(s).

I/WE THE UNDERSIGNED DULY AGREE THAT THE FOREGOING IS CORRECT AND SHALL FORM A PART OF THE ATTACHED CONTRACT.

DATED: January 30, 2016

WITNESS

WITNESS

DATED: January 30/2016.

WITNESS

WITNESS

X
BUYER _____ (seal)

X
BUYER _____ (seal)

per:
SELLER _____ (seal)

SELLER _____ (seal) (03/05)



MLS#No. _____ DATE January 30, 2016 PAGE 11 OF 11 PAGES

It is recommended that this form be filled in and attached to the Contract Purchase and Sale

RE: ADDRESS: 30 - 10724 Bottom Wood Lake Road Lake Country V4V-2T3

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BETWEEN Kofoed Carlton Homes Ltd. c/o Montgomery Miles Law Firm AS SELLER(S),

AND Javier Robles Caraccioli & Perla Regalado Medina AS BUYER(S).

6. BUG & TERMITE INSPECTION

Subject to the Buyer(s) obtaining and approving a Bug & Termite Inspection by a qualified Pest Control Company by _____. This condition is for the sole benefit of the Buyer(s).

7. FIRE INSURANCE

Subject to the Buyer(s) obtaining approval for FIRE/PROPERTY Insurance, satisfactory to the Buyer(s), on the property by _____. This condition is for the sole benefit of the Buyer(s).

8. GOODS & SERVICES TAX

Subject to the Buyer(s) receiving and approving information or professional advice concerning the Buyer(s) GST liability, GST Exemptions or GST Rebates by May 20/2016. This condition is for the sole benefit of the Buyer(s).

9. HOMEOWNER PROTECTION ACT

Subject to the Buyer(s) verifying and being satisfied that the subject property is covered under THE HOMEOWNER PROTECTION ACT, on or before May 20/2016. Any home built after July 1, 1999 is required to be covered. This condition is for the sole benefit of the Buyer(s).

10. SUBJECT TO THE BUYER APPROVING INDEPENDENT LEGAL ADVICE WITH RESPECT TO THIS TRANSACTION ON OR BEFORE May 20/2016. THIS CONDITION IS FOR THE SOLE BENEFIT OF THE BUYER.

THE SELLER HAS AN AGENCY RELATIONSHIP WITH JOANNE KOFOED WHO IS LICENSED IN RELATION TO ROYAL LEPAGE KELOWNA.

THE BUYER HAS NO AGENCY RELATIONSHIP WITH JOANNE KOFOED WHO IS LICENSED WITH ROYAL LEPAGE KELOWNA.

I/WE THE UNDERSIGNED DULY AGREE THAT THE FOREGOING IS CORRECT AND SHALL FORM A PART OF THE ATTACHED CONTRACT.

DATED: January 30, 2016

WITNESS

WITNESS

DATED: January 30/2016

WITNESS

WITNESS

X

BUYER

(seal)

X

BUYER

(seal)

per:

SELLER

(seal)

SELLER

(seal)(03/05)