



REMOVAL OF "SUBJECT TO CLAUSE" AND APPOINTMENT OF CONVEYANCER



PAGE 1 OF 3 PAGES

ADDRESS OF PROPERTY: 208 547 Yates RD Kelowna V1V 2T9
 P.I.D.: 027-583-261 DATE OF CONTRACT: August 4, 2017
 BUYER: Josh Collins SELLER: Peter Guy

A. 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 August 04, 2017 securing written approval from a lender, of the buyers choosing, a new first mortgage with which to complete the transaction, with terms and conditions agreeable to the Buyer. The seller acknowledges, accepts and agrees that a fundamental component of this condition is that an appraisal of the property by a certified appraiser of the lenders choosing support the agreed to contract of purchase and sale. This condition is for the sole benefit of the Buyer.

Subject to the Buyer on or before August 04, 2017 obtaining and approving a Property Disclosure Statement with respect to the information that reasonably may adversely affect the use or value of the property. This condition is for the sole benefit of the Buyer. If approved, such statement will be incorporated into and form part of this contract.

Subject to the Buyer, on or before August 04, 2017, at the Buyer's expense, obtaining and approving an inspection report from a licensed building inspector, against any defects which reasonably may adversely affect the property's use or value. This includes an inspection of the property, irrigation, included items, and for bugs/termites/ pests. 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 August 04, 2017 obtaining and approving a copy of the title search results against the presence of any charge or other feature, whether registered or pending, that reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The buyer has been advised to seek independent legal advice regarding any encumbrances that will remain on title to the property after the

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

☐ ☐ ☐ ☐
 OR ☒ ☐ ☐ ☐
 BUYER SELLER

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

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

WITNESS TO BUYER(S) SIGNATURE _____

DATE August 4, 2017

WITNESS TO SELLER(S) SIGNATURE _____

DATE _____

(BUYER) AuthentiSIGN Josh Collins _____ ●

(BUYER) 8/4/2017 6:52:45 PM PDT _____ ●

(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 August 4, 2017

(BUYER) AuthentiSIGN Josh Collins _____ ●

(BUYER) 8/4/2017 6:52:46 PM PDT _____ ●

THE SELLER HEREBY APPOINTS _____ OF _____

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

WITNESS TO SELLER(S) SIGNATURE _____

DATE _____

(SELLER) _____ ●

(SELLER) _____ ●



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completion date. The buyer acknowledges and accepts that on completion, the buyer will receive Title containing non-financial charges set out in the title.

Subject to the Buyer, on or before August 04, 2017 receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:

* A current Form B Information Certificate from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, (if any), and the most recent depreciation report obtained by the strata corporation (if any);

*If relevant, a Form B Information Certificate from the section, attaching the section's rules, current budget, the developer's Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any);

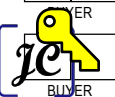
* A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;

* The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;

* The minutes of any meeting held between the period from July 01, 2015 to July 27, 2017 by the strata council, and by the members in annual or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and

*the current insurance cover note explaining the strata corporation's insurance coverage and deductibles.

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

☐ ☐
 BUYER SELLER
 OR  ☐ ☐
 BUYER SELLER

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DATE August 4, 2017

(BUYER) _____ ●

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(SELLER) _____ ●

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(SELLER) _____ ●

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DATE August 4, 2017

(BUYER) _____ ●

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* _____
 * _____ Immediately upon acceptance of this offer or counter-offer, the Seller will authorize the Seller's agent, to request, at the Seller's expense, complete copies of the documents listed above from the strata corporation or other source and to immediately, upon receipt, deliver the documents to the Buyer's agent. This condition is for the sole benefit of the Buyer.

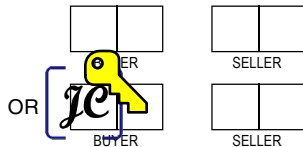
The Buyer[s] are aware of a Property Transfer Tax on the Fair Market Value of the property at the time of Completion calculated as follows: 1% on the first \$200,000, 2% on the portion of the fair market value greater than \$200,000.

The Seller will give legal notice to the Tenant to vacate the premises, but only if the Seller receives the appropriate written request from the Buyer to give such notice in accordance with the requirements of the Residential Tenancy Act.

The Buyer has been advised to seek independent legal advice.

The Seller will pay any GST in connection with this transaction.

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



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