

**SCHEDULE "A" TO THE ATTACHED CONTRACT OF PURCHASE AND SALE (THE "CONTRACT")
FOR THE PROPERTY DESCRIBED IN THE CONTRACT (THE "PROPERTY")**

The following terms and conditions replace, modify, and where applicable override, the terms of the attached contract of purchase and sale, and any modifications, additions or addenda thereto (collectively, the "**Contract**"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" will apply.

The following terms and conditions shall not merge, but shall survive, the completion of any sale of the Property to the Buyer.

The references in Schedule "A" to specific clauses in the Contract are references to the clause numbers in the contract of purchase and sale used by the Real Estate Board of Greater Vancouver (the "**Real Estate Board Contract**"). If the Contract attached hereto has different clause numbers than the Real Estate Board Contract the terms of Schedule "A" will apply with the necessary changes and with equal effect to the equivalent clauses of the Contract, notwithstanding the different clause numbers.

All references to the "Seller" in the Contract and in this Schedule "A" will be read as references to MNP Ltd. in its sole capacity as Court Appointed Receiver of 502489 B.C. Ltd. (the "**Receiver**") pursuant to an order of the Supreme Court of British Columbia (the "**Court**") granted October 30, 2018 (the "**Receivership Order**").

1. Clause 22 of the Contract is deleted, and replaced by the following:

The acceptance of this offer by the Seller is as Receiver pursuant to the Receivership Order and not as seller or owner of the Property. The acceptance of this offer by the Seller is subject to the Sale Approval and Vesting Order dated _____ (the "**Vesting Order**") and will become effective upon:

- (a) this Contract being fully executed;
- (b) a deposit of 20% of the purchase price (the "**Deposit**") made by the buyer, which will form part of the Purchase Price on the Property, being received by the Receiver or its legal counsel; and
- (c) a Receiver's Certificate being issued by the Receiver which will set out the name of the winning bidder and the amount of the winning bid price from the result of the auction of the Property (the "**Auction**") conducted by Ritchie Bros. Auctioneers (Canada) Ltd. on behalf of the Receiver.

If the Court vacates, sets aside or varies the Vesting Order for any reason whatsoever (except any willful misconduct of the Seller), then the Seller shall not be liable to the Buyer or any other person in any way whatsoever, in connection therewith.

2. Clause 9 of the Contract is deleted, and replaced by the following:

" Free and clear of all encumbrances on the property, in accordance with the Vesting Order except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, and except as otherwise set out herein."

3. The Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings") are of no application whatsoever, to the Contract or a sale of the Property by the Seller.

4. Clause 10 of the Contract is deleted, and replaced by the following:

"Tender or payment of monies by the Buyer to the Seller, and all deposits paid by the Buyer, will be by certified cheque, bank draft, or lawyer's or notary's trust cheque, only."

5. The Buyer acknowledges and agrees the Property includes real property only, and no personal, incorporeal or other property.
6. Clauses 7 and 8 of the Contract are deleted, and replaced by the following:

"The Buyer acknowledges and agrees that the Seller is selling the Property and the Buyer is buying the Property on a strictly "as is, where is "basis as of the time of actual possession. Without limiting the generality of the foregoing, the Buyer acknowledges and agrees that the Seller has not made and will not make any warranty or representation whatsoever with respect to the Property, and no such warranty or representation is expressed or can be implied including, without limitation, any warranty or representation as to environmental condition, size, dimensions, fitness, design or condition for any particular purposes, quality, or the existence of any defect, whether latent or patent. The Buyer waives any right to a site profile or any other report under the *Environmental Management Act* (British Columbia), or any other legislation. The Buyer acknowledges and agrees that it has conducted any inspections with respect to the condition of the Property, including in relation to environmental issues, that the Buyer deems appropriate, and has satisfied itself with regard to such matters.

If the Seller has provided the Buyer with any environmental or other reports or information regarding the Property (the "Information"), the Buyer acknowledges and agrees that the Seller has not made and will not make any warranty or representation whatsoever regarding the Information, including the accuracy or completeness of the Information, and any use that the Buyer or others may make of the Information is strictly at the Buyer's own risk".

7. In this paragraph, "Environmental Liabilities" means all losses of any kind suffered by or against any person, business or property, including or as a result of any order, investigation or action by any government authority, arising from or with respect to any one or more of the following:
 - a) the release or presence of any hazardous material, contaminant, pollutant or other substance that creates a risk of harm or degradation, immediately or at some future time, to the environment or to human health;
 - b) liability under any applicable law in relation to the environment, including, without limitation, the *Environmental Management Act* (British Columbia) and the Regulations thereto, for any costs incurred, whether for clean up, repair, assessment, prevention of damage, injury or destruction, or otherwise, by any government authority or any other person, or for damages from injury to or destruction of property;
 - c) liability for personal injury or property damage arising in connection with any breach of any applicable environmental laws, including civil, criminal or quasi-criminal laws, or under any statutory or common law tort or similar theory.

The Buyer irrevocably releases, remises and forever discharges the Seller and the Seller's administrators, successors, assigns, directors, officers, employees and agents (collectively, the "Releasees") of and from any and all manner of actions, claims, causes of action, litigation, obligations or liabilities, whether at common law, equity or statutory, including, without limitation, the *Environmental Management Act* (British Columbia) and the Regulations thereto, which the Buyer has, could have or will have in the future, whether before or after the Buyer takes title to or possession of the Property, which in any way arise out of or relate to any Environmental Liabilities in relation to the Property including, without limiting the generality of the foregoing, in relation to any environmental concerns (the "Environmental Concerns") which the Seller has disclosed to the Buyer.

The Buyer irrevocably agrees to indemnify and hold and save harmless each of the Releasees from and against any and all Environmental Liabilities, including in relation to the Environmental

Concerns, that any Releasee may sustain or incur as a result of, in connection with or in any way related to the Property.

8. Clause 12 of the Contract is deleted, and replaced by the following:

"Time will be of the essence hereof, and unless the balance of the cash payment is paid on or before the Completion Date, the Seller may at the Seller's option, either terminate or reaffirm the Contract, and the Deposit will be non-refundable and absolutely forfeited to the Seller, without prejudice to the Seller's other rights and remedies. These terms and conditions are for the sole benefit of the Seller".
9. No property condition disclosure statement concerning the Property forms part of the Contract, whether or not such a statement is attached to the Contract.
10. The Seller will not be responsible for removing any personal property left on or about the Property, by any occupant of the Property or otherwise.
11. The Seller is not required to provide the Buyer with a Form F, a Form B, or any other documents with relation to the Strata Property. If the Seller or any agents of the Seller provides the Buyer with any such documents, neither the Seller nor the agents of the Seller makes any representations or warranties whatsoever, with or to the Buyer or any other person, regarding such documents, their contents, accuracy, completeness or otherwise.
12. Clause 5 of the Contract is modified, by adding the following:
 - a) Possession will be by operation of and pursuant to the terms of the Vesting Order.
 - b) No adjustments, including, but not limited to adjustments for rents or security deposits, will be made to the purchase price on account of any tenancies.
 - c) If any occupant of the Property does not vacate the Property by the possession date, then the Seller will apply for a Writ of Possession and instruct a Court Bailiff to deliver possession to the Buyer. This is the Seller's only obligation as regards possession. The Seller will not be liable to the Buyer or any other person in any way whatsoever (apart from the Seller's obligation to apply for a Writ of Possession and instruct a Court Bailiff), if possession cannot be delivered to the Buyer on the possession date. The Buyer acknowledges that considerable time is often required, to obtain Writs of Possession. The Seller will not be responsible for removing any personal property left on or about the Property, by any occupant of the Property or otherwise.
13. The closing date for the conveyance of the Property to the Purchaser shall be the date which is 30 days following the Auction, or such earlier date as may be mutually agreed to by the Buyer and the Seller.
14. The Buyer is responsible, immediately on completion of the sale of the Property to the Buyer, for paying any and all taxes arising from or in connection with the sale (including Property Transfer Tax and GST). The Seller can, at its option, require the Buyer to pay it any such GST immediately on completion of the sale (and in that event the Seller will then remit such tax to Canada Revenue Agency).

15. The Buyer authorizes the Seller and its agents and insurers to disclose to third parties any personal and/or other information arising from or in any way connected with the Property, or the sale of the Property to the Buyer.

BUYER(S)

Date: _____

MNP LTD. IN ITS SOLE CAPACITY AS COURT APPOINTED RECEIVER OF 502489 B.C. LTD.

By: _____

Date: _____