

# DISCLOSURE STATEMENT AMENDMENT

Date of Disclosure Statement: July 15, 2016

Date of any prior Amendments December 28, 2017

Date of this Amendment: June 18, 2019

Name of Development: The Cliffs

Name of Developer: K-Squared Construction Ltd.

Developer's Address for Service in BC: 50910 Ford Creek Place  
Chilliwack, BC V4Z 1K5

Name and Business Address of  
any Real Estate Brokerage acting  
on behalf of the Developer:

Scott Hrusik  
Re/Max Nyda Realty  
#1 – 7300 Vedder Road  
Chilliwack, BC V2R 4G6  
604-858-7179

**This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.**

The Disclosure Statement dated July 15, 2016 as amended by Amendment dated December 28, 2017 is amended as follows:

1. Section 7.2 is deleted in its entirety and replaced with the following:

A copy of the purchase agreement is attached hereto as Exhibit "H".

- The Developer has made the following provisions regarding terminating the Purchase Agreement:
  - a. Under Paragraph 2 of the purchase agreement, the Developer may terminate the purchase agreement should the Purchaser not remove the subjects and pay the deposit by the date agreed upon;
  - b. Should the purchaser not fulfill the condition required under Paragraph 3 of the Purchase Agreement, the purchase agreement may be terminated;
  - c. Under Paragraph 12 of the purchase agreement, should the balance of chase payment require to complete the transaction not be paid on completion date, the Developer may terminate the purchase agreement, subject to the provisions of Section 28 of the *Real Estate Services Act*.
- Provisions made in the purchase agreement for allowance of an extension of time for completing that purchase agreement include the following:
  - a. The seller reserves the right to extend the dates of Completion, Possession and Adjustments by 60 days should the seller deem necessary. The seller shall inform the purchaser by way of written notice no later than 30 days in advance of commencement of the 30-day extension.
- There are no provisions made the purchase agreement for the purchaser or developer to receive interest on deposit money.

Paragraph 20A of the Purchase Agreement provides restrictions for assigning the purchase agreement to a new purchaser.

Without the Developers prior consent, any assignment of a purchase agreement is prohibited.

As assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment must provide the developer with the information and records required under the *Real Estate Development Marketing Act*,

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act*, from each proposed party to an assignment agreement, including personal information including the following:

- (a) The party's identity;
- (b) The party's contact and business information;
- (c) The terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

#### **DEEMED RELIANCE:**

**Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.**

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act of British Columbia*, as of June 18, 2018

Signed:

K-Squared Construction Ltd. by its Authorized Signatory:

  
\_\_\_\_\_  
Marvin Kingma

June 18, 2018  
Date

Director in his personal capacity:

  
\_\_\_\_\_  
Marvin Kingma

June 18, 2018  
Date

Director in his personal capacity:

  
\_\_\_\_\_  
Robert Kingma

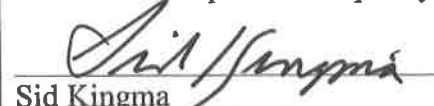
June 18, 2018  
Date

Homecraft Construction Ltd. by its Authorized Signatory:

  
\_\_\_\_\_  
Sid Kingma

June 18, 2018  
Date

Director in his personal capacity:

  
\_\_\_\_\_  
Sid Kingma

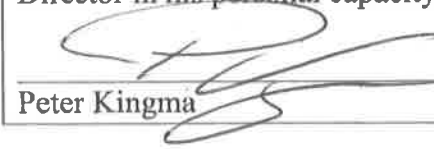
June 18, 2018  
Date

Wilmark Homes Ltd. by its Authorized Signatory:

  
\_\_\_\_\_  
Peter Kingma

June 18, 2018  
Date

Director in his personal capacity:

  
\_\_\_\_\_  
Peter Kingma

June 18, 2018  
Date

Exhibit "H"  
**CONTRACT OF PURCHASE AND SALE**  
**INFORMATION ABOUT THIS CONTRACT**

**THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.**

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachment on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

**Costs to be Borne by the Seller**

Lawyer or Notary Fees and Expenses:  
- attending to execution documents.  
Costs of clearing title, including:- investigating title,  
- discharge fees charged by encumbrance holders,  
- prepayment penalties.  
Real Estate Commission (plus GST).  
Goods and Services Tax (if applicable).

**Costs to be Borne by the Buyer**

Lawyer or Notary Fees and Expenses:  
- searching title,  
- drafting documents.  
Land Title Registration fees.  
Survey Certificate (if required).  
Costs of Mortgage, including:  
- mortgage company's Lawyer/Notary.

- appraisal (if applicable)  
- Land Title Registration fees.  
Fire Insurance Premium.  
Sales Tax (if applicable).  
Property Transfer Tax.  
Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.



### CONTRACT OF PURCHASE AND SALE

BROKERAGE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ MLS® NO: \_\_\_\_\_

SELLER: <u>K-SQUARED CONSTRUCTION LTD.</u>	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: <u>c/o RE/MAX NYDA REALTY INC</u>	ADDRESS: _____
_____	_____
PC: _____	PC: _____
PHONE: _____	PHONE: _____
	OCCUPATION: _____

### PROPERTY:

#        - 50634 LEDGESTONE PLACE

UNIT NO. \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_

CHILLIWACK V2P 0E7

CITY/TOWN/MUNICIPALITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

### PENDING

PID \_\_\_\_\_ OTHER PID(S) \_\_\_\_\_

PL EPS 3450 LT \_\_\_\_\_ LD 36 SEC 30 TWP 29 TOGETHER WITH AN INTEREST IN THE COMMONPROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ONFORM V.

### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be \_\_\_\_\_

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 30,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: UPON SUBJECT REMOVAL BY WAY OF BANK DRAFT

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to \_\_\_\_\_ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

\*THE BUYER ACKNOWLEDGES HAVING RECEIVED AND HAVING HAD AN OPPORTUNITY TO READ THE DEVELOPER'S DISCLOSURE STATEMENT PRIOR TO SIGNING THIS CONTRACT OF PURCHASE AND SALE.

THIS OFFER IS SUBJECT TO THE FOLLOWING:

**FINANCING:**

1) Subject to a new first mortgage being made available to the Buyer, on or before \_\_\_\_\_, 2019 in the amount of \$ \_\_\_\_\_ at an interest rate not to exceed 3.19% per annum calculated semi annually, not in advance, with a 25 year amortization period, 5 year term and repayable in blended payments of approximately \$ \_\_\_\_\_ per month including principal and interest.  
This condition is for the sole benefit of the Buyer.

**SPECIFICATION SHEET:**

2) Subject to the Buyer, on or before \_\_\_\_\_, 2019 receiving and approving the Specification sheet for the Cliffs.  
This condition is for the sole benefit of the Buyer.

**STRATA DOCUMENTS:**

3) Subject to the Buyer, on or before \_\_\_\_\_, 2019 receiving and approving the following documents  
\* A current Form B Information Certificate from the strata corporation.  
\* The minutes of any meeting held between date strata formed and today.  
RENTALS ARE ALLOWED AND 1 PET PER UNIT (1 CAT OR 1 DOG)  
This condition is for the sole benefit of the Buyer.

\*BUYER IS AWARE of a strata fee in the amount of \$216.00 per month (subject to change) and includes items set out in the CLIFFS Developer's Disclosure Statement.

All other pertinent documents can be found in the Developers Disclosure Statement received prior to signing this Contract of Purchase and Sale.

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.

\*IN THE EVENT THAT THE STRATA PLAN FOR THIS PHASE AND THIS UNIT AS OF TODAY'S DATE IS NOT REGISTERED WITH THE LAND TITLE OFFICE. It is a fundamental term of this contract that the strata plan for this unit, in the form provided to the Buyers at the time of signing this contract, will be fully registered in the appropriate Land Title Office on or before the Completion Date.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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INITIALS

**3. TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

**\*THE SELLER RESERVES THE RIGHT TO EXTEND THE COMPLETION, POSSESSION AND ADJUSTMENT DATES BY UP TO 60 DAYS** if deemed necessary by the seller to complete and register the unit with the LAND TITLE office.

The Seller is required to give at least 30 days notice to the Buyer (at least 30 days prior to the completion date).

**\*TITLE\*THE BUYER ACKNOWLEDGES AND ACCEPTS** that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the CLIFFS Developer's Disclosure Statement.

**FIRE STRUCTURE INSURANCE \*THE BUYER IS AWARE** that the fire structure insurance for the building is paid for and supplied by the Developer and/ or strata corporation as outlined in the CLIFFS Developer's Disclosure Statement. Contents and liability insurance is the responsibility of the Buyer.

**MEASUREMENTS\*THE BUYER IS SATISFIED** with the size, measurements and other information pertaining to the dwelling and land and acknowledges that the size, measurements and other information received while thought to be accurate, is not guaranteed to be accurate, and if important to the Buyer, should not be relied upon without verification by the Buyer themselves prior to this Contract becoming firm.

**PROPERTY TRANSFER TAX\*THE BUYER IS AWARE** of a Property Transfer Tax exemption on this new construction purchase under certain restrictions and the Buyer is responsible for criteria being met.

**TAX ADVICE\*THE BUYER IS ADVISED** to seek independent professional advice concerning any and all tax implications resulting from the purchase and sale of this Property, including Property Transfer Tax, GST liability, exemptions and rebates prior to firming this Contract. **GST IS NOT INCLUDED IN THE PURCHASE PRICE AND THE BUYER IS RESPONSIBLE TO PAY ANY GST IN CONNECTION TO THIS CONTRACT OF PURCHASE AND SALE.**

**LEGAL ADVICE\*THE BUYER IS ADVISED** to seek independent professional Legal advice concerning the purchase and sale of this Property.

**WARRANTY\*THE SELLER** represents and warrants that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place. **THE SELLER** will provide to the Buyer by Completion all details of the warranty insurance coverage pursuant to the Homeowner Protection Act. The Sellers new home warranty is supplied by TRAVELERS Home Warranty Insurance.

**OCCUPANCY WALKTHROUGH \*It** is a fundamental term of this contract that the Seller must have finished all work, and delivered to the Buyer by the Completion Date, an unconditional City Occupancy Certificate or other evidence satisfactory to the Buyer that construction is finished. **\*The Buyer and an authorized technical representative of the Seller together will conduct a walk-through inspection of the property no later than 3 days before the Completion Date. The Parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items to be remedied by the Seller, both parties will sign, date and retain a copy of the deficiency list. These deficiencies are to be completed prior to the completion date. The quality of work and materials used will be equal to or better than that of the surrounding construction.**

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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INITIALS



3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

10.2 (1) For the purposes of section 20.3 (1) of the Act, unless a developer does not permit the assignment of the purchase agreement, a purchase agreement must include the following terms:

Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

(2) For the purposes of section 20.3 (1) of the Act, unless a developer does not permit the assignment of the purchase agreement, a purchase agreement must include the following notice, in substantially the following form:

Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

- (a) the party's identity;
- (b) the party's contact and business information;
- (c) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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4. **COMPLETION:** The sale will be completed on \_\_\_\_\_, yr. 2019  
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ m. on  
\_\_\_\_\_, yr. 2019 (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of \_\_\_\_\_, yr. 2019 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

FRIDGE, STOVE, DISHWASHER, MICROWAVE, WINDOW BLINDS AND SCREENS, GARAGE OPENER AND REMOTE

**BUT EXCLUDING:** \_\_\_\_\_

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on \_\_\_\_\_ yr. \_\_\_\_\_

9. **TITLE:** Free and clear of all encumbrances 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 set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

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- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller 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 Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein:
  - 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;

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INITIALS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

**20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

**20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

**21. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

INITIALS	

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with  
SCOTT HRUSIK (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to RE/MAX Nyda Realty Inc. (Brokerage).

INITIALS	

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with  
\_\_\_\_\_ (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to \_\_\_\_\_ (Brokerage).

INITIALS	

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with  
\_\_\_\_\_ (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to \_\_\_\_\_ (Brokerage),

having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated \_\_\_\_\_.

INITIALS	

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS	

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

INITIALS			

