



**COMMERCIAL  
INSURANCE POLICY**

**COMMERCIAL INSURANCE  
AMENDED QUOTE  
FULL TERM**

**APPLICANT NAME AND ADDRESS**

**BROKER OFFICE**

OWNERS OF STRATA PLAN LMS2201  
6900 BURNABY ST  
POWELL RIVER BC V8A 1Y9

**UNDERWRITERS INSURANCE AGENCIES (POWELL RIVER) LTD.**  
**4510 JOYCE AVENUE**  
**POWELL RIVER BC V8A 3A9**  
Telephone: 604-485-2715    **Broker Number: 0107402**  
Fax: 604-485-2611

<b>Policy Number</b> 32846030	<b>Account Number</b> 36735611	<b>Policy Period</b> From Oct 04, 2021 to Oct 04, 2022 12:01 A.M.	All times are local at the Applicant's postal address as stated herein
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<b>Building &amp; Contents - Location 2</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
<b>Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 11 2020</b> Coinsurance : 90% Valuation Basis is Replacement Cost Inflation Protection: 3% <b>Water Damage Deductible - Form WA3034 11 2019</b>	\$2,400,000	\$2,500  \$10,000	\$3,547.00
<b>Condominium Corporation Changes - Form WA3033 11 2019</b>			Included
<b>Premium Subtotal for Building &amp; Contents - Location 2</b>			<b>\$3,547.00</b>

<b>Location 2</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
<b>Equipment Breakdown Coverage Form - Form WA8002 11 2019</b> Option 2 Non-Perishable Stock Limit	\$2,400,000	\$2,500	\$398.00
<b>Earthquake - Form WA3044 11 2019</b> Deductible is 10% of the Amount of Insurance subject to a Minimum Deductible of \$5,000	\$2,400,000		\$854.00
<b>Flood - Form WA3043 11 2019</b>	\$2,400,000	\$10,000	\$60.00
<b>Sewer Backup - Form WA3001 11 2019</b>	\$2,400,000	\$10,000	\$120.00
<b>Premium Subtotal for Location 2</b>			<b>\$1,432.00</b>

<b>Enhancement</b>	<b>Amount of Insurance</b>	<b>Premium</b>
<b>Property Enhancement</b>		
<b>Building and Contents Coverage - Base Enhancement - Form WA3500 04 2020</b>		\$3.00
Accounts Receivable	\$25,000	Included
Automatic Fire Suppression System - Accidental Discharge	\$5,000	Included
Blanket By-Laws	Included	Included
Blanket Glass	Included	Included
Brands and Labels	\$10,000	Included
Business Contents - Seasonal Increase	Included	Included
Consequential Loss	Included	Included
Conviction Reward	\$1,000	Included

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<b>Enhancement</b>	<b>Amount of Insurance</b>	<b>Premium</b>
Damage to Building by Theft	Included	Included
Debris Removal	\$25,000	\$97.00
Electronic Data Processing - Duplicates	\$2,500	Included
Electronic Data Processing Research Costs	\$25,000	Included
Exterior Paving	\$10,000	Included
Extra Expense	\$25,000	Included
Fine Arts	\$10,000	Included
Fire Department Service Charges	\$10,000	Included
Inflation Protection	3%	Included
Leasehold Interest	\$500 Per Month/12 Month Maximum	Included
Master Key	\$5,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 30	\$500,000 \$500,000 \$10,000	Included
Outdoor Signs	\$15,000	Included
Outdoor Trees, Shrubs, Flowers, Plants Any One Tree, Shrub, Flower, or Plant	\$10,000 \$1,000	Included
Personal Effects and Property of Others	\$10,000	Included
Pollutant Clean Up and Removal	\$15,000	Included
Preservation of Property	Included	Included
Professional Fees	\$5,000	Included
Property Off-Premises Including In Transit	\$15,000	Included
Valuable Papers and Records Research Costs	\$25,000	Included
Water Damage, Other Liquids, Powder or Molten Material Damage	Included	Included
<b>Premium Subtotal for Enhancement</b>		<b>\$100.00</b>



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**Commercial Liability**

**Amount of  
Insurance**

**Deductible**

**Premium**

<b>Commercial General Liability Coverage Form - Form WA6000 06 2019</b>			\$1,180.00
General Aggregate	\$5,000,000		
Products-Completed Operations Aggregate	\$3,000,000		
Each Occurrence	\$3,000,000		
Personal and Advertising Injury Liability	\$3,000,000		Included
Medical Payments - Any One Person	\$10,000		Included
Tenants' Legal Liability	\$250,000		Included
Deductible - Bodily Injury Liability, Per Occurrence basis			
Deductible - Property Damage Liability, Per Occurrence basis		\$1,000	
<b>Broad Form Completed Operations - Form WA6014 11 2019</b>			
<b>Condominium Directors' and Officers' Liability (Claims Made) Coverage - Form WA6082 11 2019</b>			\$242.00
Aggregate Limit	\$3,000,000		
Each Wrongful Act	\$3,000,000		
<b>Communicable Disease (General Liability) Policy Holder Notice - Form PH1597-1 11 2020</b>			Included
<b>Premium Subtotal for Commercial Liability</b>			<b>\$1,422.00</b>

**Commercial Liability Exposures**

Description	Industry Code	Basis	Basis Type	Rate	Advance Premium (Portion of Commercial Liability Premium)
Building Owners' Risk (Realty)	667001	24	Per Unit	\$20.65	\$1,180.00
- Townhouses					
- Condominium					



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<b>Non-Owned Auto</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	\$3,000,000		Included
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
<b>Premium Subtotal for Non-Owned Auto</b>			<b>Included</b>



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<b>Crime</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
<b>Commercial Crime Coverage Form - Form WA3600 11 2020</b>			Included
Employee Dishonesty	\$25,000		
Forgery or Alteration	\$5,000		
Money Orders and Counterfeit Paper Currency	\$2,500		
Money, Securities and Other Property	\$5,000		
<b>Premium Subtotal for Crime</b>			<b>Included</b>



COMMERCIAL INSURANCE  
POLICY  
POLICYHOLDER NOTICE

NAMED INSURED AND ADDRESS		BROKER OFFICE	
OWNERS OF STRATA PLAN LMS2201 6900 BURNABY ST POWELL RIVER BC V8A 1Y9		UNDERWRITERS INSURANCE AGENCIES (POWELL RIVER) LTD. 4510 JOYCE AVENUE POWELL RIVER BC V8A 3A9 Telephone: 604-485-2715    Broker Number: 0107402 Fax: 604-485-2611	
<b>Policy Number</b> 32846030	<b>Account Number</b> 36735611	<b>Policy Period</b> From Oct 04, 2021 to Oct 04, 2022 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

**PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE  
HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.**

In order to clarify how your policy responds to instances of communicable disease including pandemic, we have added a new exclusion for Communicable Disease to our property wordings, including the Building and Business Contents forms, inland marine (floater) forms and Crime Coverage form.

This does not imply that coverage for communicable disease would be available without this exclusion and the addition of this exclusion does not result in a reduction in coverage. Our property wordings have always been clear that their coverage trigger includes a requirement for direct physical loss or damage.

Please contact your broker if you have any questions.

**This policy contains a clause which may limit the amount payable.**

"Wawanesa Insurance" is The Wawanesa Mutual Insurance Company and is the licensed insurer of this policy.



COMMERCIAL INSURANCE  
POLICY  
COVER PAGE

Renewal Policy effective  
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**Thank you for your continued business with The Wawanesa Mutual Insurance Company ("Wawanesa Insurance").** We appreciate the opportunity to partner with your Broker to provide you with quality coverage and peace of mind knowing that we strive to provide the most dependable coverage at the lowest price possible.

Please review the enclosed Renewal Policy package which includes your Insurance Policy Declaration outlining your coverages and limits.

**Important Information:**

This page is part of your Policy Declaration.

Any operations or sales outside of Canada must be reported to Wawanesa Insurance. Contact your Broker for details.

Please note that updated Statutory Conditions and Common Policy Conditions are included with your policy.

Your Coverage(s) may have changed. Please contact your Broker to review your policy.

**Questions regarding your insurance policy?** Your knowledgeable **Broker** will answer questions about your coverage, the premium charged or to assist you if you need to make changes to your insurance policy. They can also assist you if you need a copy of your insurance policy documents, a letter of experience, or a quote on one of our many available products.

**Did you know? We're available online 24/7!** To report a claim or for more information about Wawanesa Insurance, our products and services, or for a list of Frequently Asked Questions visit us at [Wawanesa.com/customercare](http://Wawanesa.com/customercare).

**Still can't find what you're looking for?** For general inquiries use [TalkToUs@wawanesa.com](mailto:TalkToUs@wawanesa.com) or if you have a general concern or complaint [ombudsman@wawanesa.com](mailto:ombudsman@wawanesa.com).

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**NOTICE CONCERNING PERSONAL INFORMATION:** By purchasing insurance from Wawanesa, you are providing Wawanesa with the consent of all individuals insured under this policy to the collection, use and disclosure of their personal information for the purposes of communicating with them, underwriting risks on a prudent basis, investigating and paying claims, detecting and preventing fraud, offering and providing property and casualty insurance products and services to them, compiling statistics and analyzing business results, and acting as required or authorized by law. This consent applies to personal information previously collected by Wawanesa and to personal information which it may collect in the future for the purposes identified above. Wawanesa may at times use third party service providers to process or store personal information on its behalf. In these circumstances, the service providers are provided with only the information necessary to perform such services. In addition, Wawanesa requires them to protect the information in a manner that is consistent with its Personal Information Protection Policy and security practices. In the event that a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction, which may require it to disclose personal information to the courts, law enforcement agencies, or national security authorities of the jurisdiction. You can obtain further information about Wawanesa's Personal Information Protection Policy at [wawanesa.com](http://wawanesa.com) or from one of the **Wawanesa branches** listed below.

400 - 1985 West Broadway  
Vancouver, BC V6J 4Y3

5008 - 86 St NW  
Edmonton, AB T6E 5S2

600 - 708 11th Ave SW  
Calgary, AB T2R 0E4

202 - 600 Empress St  
Winnipeg, MB R3G 0R5

107 4th St, Box 40  
Wawanesa, MB R0K 2G0

Suite 100 - 4120 Yonge St  
Toronto, ON M2P 2B8

8585 boul. Décarie  
Mont-Royal, QC H4P 2J4

1010 St. George Blvd  
Moncton, NB E1E 4R5

**Contact your Broker for questions regarding your coverage, the premium charged, or for any changes to your insurance policy.** For more information contact us at [Wawanesa.com/customercare](http://Wawanesa.com/customercare). For general inquiries contact us at [TalkToUs@wawanesa.com](mailto:TalkToUs@wawanesa.com) or if you have a general concern or complaint [ombudsman@wawanesa.com](mailto:ombudsman@wawanesa.com).

CANCELLATION OF POLICY

I hereby request the cancellation of this policy as of

Effective Date of the cancellation: \_\_\_\_\_

Signature of Named Insured: \_\_\_\_\_

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Broker Number: 0107402

Table with 4 columns: Policy Number, Account Number, Policy Period, and a note about local times. Policy Number: 32846030, Account Number: 36735611, Policy Period: From Oct 04, 2021 to Oct 04, 2022 12:01 A.M.

Named Insured(s): OWNERS OF STRATA PLAN LMS2201, O/A GRANDVIEW ESTATES

Form of Organization : Individual/Sole Proprietorship

COMMERCIAL INSURANCE POLICY

Description of the Business and Operations of the Named Insured(s): OWNERSHIP OF STRATA TOWNHOUSE (16 UNITS)

This policy is subject to the Common Policy and Property Conditions - Form WA2999 08 2021; Statutory Conditions (British Columbia) - Form SC2 08 2021. It includes the CEO Signature page Form WA2990 08 2018.

Your full term premium is \$22,806.00. Refer to the breakdown of premiums below.

Policy Summary

Table showing premium breakdown by location and category. Location 1 (6900 BURNABY ST, POWELL RIVER BC) has a premium of \$21,284.00. Total Policy Premium is \$22,806.00.

Additional Policy Documents Included with this package

Commercial Property Policy Declarations (Form CPDEC), Communicable Disease (General Liability) Policy Holder Notice (Form PH1597-1 11 2020), Policyholder Notice - Extended Income Protection removed (Form PH1397 07 2021), Commercial Crime Coverage Form (Form WA3600 11 2020), Building and Contents Coverage - Base Enhancement (Form WA3500 04 2020), Communicable Disease Exclusion Form (Form WA6095 03 2021), Building and Business Contents Coverage Form (Broad Form) (Form WA3000 11 2020), Common Policy and Property Conditions (Form WA2999 08 2021), Statutory Conditions (British Columbia) (Form SC2 08 2021)

Insured Premises

Table with 3 columns: Location Number, Location Description, and Principal Operations / Occupancy. Location 1: 6900 BURNABY ST, POWELL RIVER BC V8A 1Y9, OWNERSHIP OF STRATA TOWNHOUSE (16 UNITS)

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<b>Enhancement</b>	<b>Amount of Insurance</b>	<b>Premium</b>
Business Contents - Seasonal Increase	Included	Included
Consequential Loss	Included	Included
Conviction Reward	\$1,000	Included
Damage to Building by Theft	Included	Included
Debris Removal	\$25,000	\$97.00
Electronic Data Processing - Duplicates	\$2,500	Included
Electronic Data Processing Research Costs	\$25,000	Included
Exterior Paving	\$10,000	Included
Extra Expense	\$25,000	Included
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Fire Department Service Charges	\$10,000	Included
Inflation Protection	3%	Included
Leasehold Interest	\$500 Per Month/12 Month Maximum	Included
Master Key	\$5,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 30	\$500,000 \$500,000 \$10,000	Included
Outdoor Signs	\$15,000	Included
Outdoor Trees, Shrubs, Flowers, Plants Any One Tree, Shrub, Flower, or Plant	\$10,000 \$1,000	Included
Personal Effects and Property of Others	\$10,000	Included
Pollutant Clean Up and Removal	\$15,000	Included
Preservation of Property	Included	Included
Professional Fees	\$5,000	Included
Property Off-Premises Including In Transit	\$15,000	Included
Valuable Papers and Records Research Costs	\$25,000	Included

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<b>Non-Owned Auto</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	\$3,000,000		Included
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
<b>Premium Subtotal for Non-Owned Auto</b>			<b>Included</b>

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**POLICYHOLDER NOTIFICATION**

All holders of policies which are in good standing have the right to attend and to vote in person or by proxy at the meetings of the policyholders of the Company. If you want to receive notice of those meetings at your address above, please indicate by providing your signature and the date, and mail this entire page to:

Secretary  
The Wawanesa Mutual Insurance Company  
191 Broadway, 9th Floor  
Winnipeg, MB R3C 3P1

**Yes, I want to receive notice of meetings of the policyholders of The Wawanesa Mutual Insurance Company at my address shown above.**

**Named Insured Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Exhibit J**  
**Rental Disclosure Statement**

**SCHEDULE "C"**

**CONDOMINIUM ACT**

**(Section 31)**

**RENTAL DISCLOSURE STATEMENT**

1. The strata plan in respect of which this statement is made is for property which is legally described as: Parcel Identifier: \_\_\_\_\_, Lot A, District Lot 5167, Plan LMP 20686, known as Grandview Estates which contains 52 residential strata lots.
2. No strata lots are under lease as of the date of this statement.
3. The Developer may lease all of the strata lots indefinitely.
4. There is no by-law of the strata corporation which limits the number of strata lots that may be leased by the owners.

Dated this 22nd day of December, 1994.

**WOLFGANG HOLDINGS LTD.**

by its authorized signatory:

  
\_\_\_\_\_  
Wolfgang Josef Staudenraus

**Strata Property Act**  
**Section 143**

**Rental restriction bylaw does not apply to some strata lots**

- 143** (1) Subject to subsection (4), a bylaw that prohibits or limits rentals does not apply to a strata lot until the later of
- (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant, and
  - (b) one year after the bylaw is passed.
- (2) Subject to subsection (1), if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement in the prescribed form, and if all the requirements of section 139 have been met, a bylaw that prohibits or limits rentals does not apply to that strata lot until,
- (a) in the case of a Rental Disclosure Statement filed before January 1, 2010, the earlier of
    - (i) the date the strata lot is conveyed by the first owner of the strata lot other than the owner developer, and
    - (ii) the date the rental period expires, as disclosed in the Rental Disclosure Statement as it read on December 31, 2009, and
  - (b) in the case of a Rental Disclosure Statement filed after December 31, 2009, the date the rental period expires, as disclosed in the Rental Disclosure Statement.
- (3) Even if a Rental Disclosure Statement filed before January 1, 2010 is changed under section 139 (2) after December 31, 2009, subsection (2) (a) of this section applies.
- (4) Subsection (1) (b) does not apply to a bylaw that is passed under section 8 by the owner developer.

**Exhibit K**  
**Purchase Agreement**

# INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE

## RESIDENTIAL

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):** In the *Real Estate Services Act*, under Section 28 it 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 one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization 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 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 REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has 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, encroachments 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.

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE  
**RESIDENTIAL** (continued)

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 maybe 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 on 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. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. 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. Among the obligations included in Section 53 of the Real Estate Services Rules: 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 with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

## CONTRACT OF PURCHASE AND SALE

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

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

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

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

\_\_\_\_\_ PC: \_\_\_\_\_ PC: \_\_\_\_\_

### PROPERTY:

UNIT NO. ADDRESS OF PROPERTY

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

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### LEGAL DESCRIPTION

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

- PURCHASE PRICE:** The Purchase Price of the Property will be \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ DOLLARS (Purchase Price)
- DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

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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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (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. \_\_\_\_\_ (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:

**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, wire transfer 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) a declaration regarding 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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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- 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 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 under 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 "Designated Agent(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:

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

- 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;
- 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 British Columbia Real Estate Association's Privacy Notice and Consent form.

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):

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INITIALS

- A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with \_\_\_\_\_  
DESIGNATED AGENT(S)

who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

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INITIALS

- B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with \_\_\_\_\_  
DESIGNATED AGENT(S)

who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

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INITIALS

- C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA 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)

who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

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

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INITIALS

- D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA 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.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFA 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.

22. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES 

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INITIALS

NO 

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INITIALS

<p>BUYER </p> <hr/> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>BUYER </p> <hr/> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>BUYER </p> <hr/> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>
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25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion.

Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

The Seller declares their residency:

RESIDENT OF CANADA 

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 NON-RESIDENT OF CANADA 

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 as defined under the *Income Tax Act*.

<p>SELLER </p> <hr/> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>SELLER </p> <hr/> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>SELLER </p> <hr/> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>
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\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

## SCHEDULE TO CONTRACT OF PURCHASE AND SALE

The following terms are incorporated in and form part of the Contract of Purchase and Sale (the "Contract") to which this Schedule A is attached:

- A. **Goods and Services Tax** - The Purchase Price **EXCLUDES** GST, which the Buyer will pay to the Seller on the Completion Date, in addition to the Purchase Price, unless the Buyer is a GST Registrant. If the Buyer is a GST Registrant, the Buyer will self-assess the amount of GST exigible on the Purchase Price, and account directly to the Canada Revenue Agency. On the Closing Date, the Buyer will also deliver to the Seller a certificate executed in accordance with paragraphs 221(2)(b) and (c) of the *Excise Tax Act*.
- B. **Disclosure Statement** - The Buyer understands and accepts each term of this Contract and acknowledges (a) having received from the Seller a true copy of the disclosure statement dated January 20, 2022 prepared by the Seller and filed with the Superintendent of Real Estate, as amended from time to time (the "**Disclosure Statement**"); (b) having been provided with an opportunity to read, review and ask questions of the Seller concerning the Disclosure Statement before signing this Contract; (c) that title to the Property will be subject to the exceptions listed in section 23(1) of the *Land Title Act* and otherwise encumbered by the charges listed or described in paragraphs 4.3 and 4.4 of the Disclosure Statement, notwithstanding any contrary provision in this Contract; and (d) having had the opportunity to seek independent legal advice before signing this Contract. The Buyer consents to delivery of the Disclosure Statement and any Disclosure Statement amendment, by electronic mail. The Buyer agrees that the Developer may deliver a copy of the Disclosure Statement and any amendments to the Disclosure Statement, by electronic mail.
- C. **Deposits** - Deposits will not accrue interest and will not be held in an interest-bearing trust account. Despite any other provision in this Contract of Purchase and Sale, the Deposit will be paid:
- (i) to the Seller on the Closing Date on account of the Purchase Price if the Seller and the Buyer complete the sale and purchase of the Property on the Closing Date;
  - (ii) to the Buyer in full and final satisfaction of any right or remedy the Buyer may have at law or in equity, if the Buyer is contractually or otherwise entitled to cancel this Agreement and elects to do so, or if the Seller, for any reason except the Buyer's default, fails to complete the sale of the Property to the Buyer as contemplated by this Agreement; or
  - (iii) to the Seller, at the Seller's election, without prejudice to any other right or remedy the Seller may have at law or in equity, if the Buyer for any reason is in default of the Buyer's obligations under this Agreement.
- D. **Description of Property** - Notwithstanding the preliminary configuration, area, and dimensions of the Property shown in the Disclosure Statement, the final configuration, area and dimensions of the Property will be established only following regulatory approval and registration of the Subdivision Plan (defined in paragraph E below). The Buyer acknowledges and agrees that the final configuration, area, and dimensions of the Property may vary from the preliminary configuration, area, and dimensions of the Property shown on the drawings annexed to this Agreement, but in no event will the final area of the Property vary by more than five (5) percent without the Buyer's express written consent.
- E. **Completion** - Notwithstanding any contrary term of this Contract of Purchase and Sale, purchase and sale of the Property will complete the tenth (10) day after written notice (the "Completion Notice") is delivered by the Seller's lawyers to the Buyer or the Buyer's lawyers (the "Completion Date"), provided that the Completion Date must not be a date earlier than ten (10) days and not later than (30) days after registration of the subdivision plan (the "Subdivision Plan") by which title to the Property will be created, and subject to paragraph F, must not be later than March 31, 2023. The Possession Date will be one business day after the Completion Date.
- F. **Extension of Completion** - At the option of the Seller, the Completion Date may be extended beyond March 31, 2023, where there has been a delay in registration of the Subdivision Plan, and the Seller has provided at five (5) days written notice of delay to the Buyer, and in that case, the Completion Date will be extended by one or more

periods equal to the duration of such delay, as estimated by the Seller, to a maximum aggregate period of delay not exceeding one hundred eighty (180) days.

- G. **Inspection** - On written notice to the Seller, the Buyer may inspect the Property at any time (the "**Inspection Date**") after deposit of the Strata Plan in the Land Title Office but in no event less than seven (7) days before the Closing Date. Following inspection, the Buyer and the Seller will complete a comprehensive list of deficiencies, if any, to be corrected by the Seller, such list to be signed by both parties and deemed to be an acceptance by the Buyer of the physical condition of the Property subject only to the deficiency list. The Property will be re-inspected following completion of the corrective work and a final acceptance in form satisfactory to the Seller will be signed by the Buyer, it being understood that the Buyer will not refuse to complete purchase of the Property and the Closing Date will not be extended by reason only of the existence of deficiencies, and no part of the Purchase Price be held back by the Buyer or the Buyer's solicitors on the Closing Date.
- G. **Adjustments** - The Buyer will assume all taxes, rates, local improvement assessments, water rates, of which the Property forms part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Property will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Property, an estimated portion thereof as determined by the Seller, acting reasonably, will be allocated to the Property in accordance with its unit entitlement as discussed in the Disclosure Statement. The Buyer will pay GST and any other applicable value-added or sales tax.
- H. **Risk** - The Property and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Seller until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Buyer.
- I. **Privacy** - The Buyer consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise collected by or on behalf of the Seller and its agents, affiliates, and service providers for the following purposes:
- (a) to complete the transaction contemplated by this Agreement;
  - (b) to secure financing for construction of the development described in the Disclosure Statement;
  - (f) to comply with any policies or requirements of the financial institution where the Deposit is held in trust;
  - (g) to comply with any applicable laws; and
  - (h) to disclose such personal information to the Seller's affiliates, business partners, contractors and suppliers, bankers, lawyers, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies (including the Land Title Office and Canada Revenue Agency) and other advisors and consultants in furtherance of any of the foregoing purposes.

The Buyer covenants and agrees to provide and to cause any third party to provide to the Seller, its agents and the Seller's Solicitor, promptly upon request, any additional personal information not contained herein and all other information that is required in order for such person to comply with applicable laws and acknowledges that the foregoing consent applies to any such information.

- J. **Resale** - Before the Completion Date, the Buyer will not, and will not allow an agent on its behalf to:
- (a) enter into any listing agreement concerning the sale of the Strata Lot under any listing service; or
  - (b) advertise the Property for sale by way of newsprint, website, radio, or television or any other form of communication

(collectively "**Advertising the Strata Lot**"), without the Seller's prior written consent, which consent may be unreasonably and arbitrarily withheld. If the Buyer requests and the Seller consents in writing (the "**Consent Letter**") to Advertising of the Strata Lot by the Buyer, the Buyer will be permitted to Advertise the Strata Lot in strict compliance with the terms and conditions set out in the Consent Letter. If the Buyer breaches the terms of this paragraph J, the Buyer agrees to pay the Seller an amount equal to \$2,500.00 plus \$500.00 for each day the Buyer is in breach. The Buyer agrees that such payments are a genuine pre-estimate of the minimum damages suffered by the Seller in connection with the Buyer's breach.

K. **Assignment -**

- (a) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all 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.
- (b) **WITHOUT THE SELLER'S PRIOR CONSENT, ANY ASSIGNMENT OF A PURCHASE AGREEMENT IS PROHIBITED.**
- (c) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- (d) Before the Seller consents to an assignment of a purchase agreement, the Seller 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:
  - (i) the party's identity;
  - (ii) the party's contact and business information;
  - (iii) the terms of the assignment agreement.
- (e) 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.**
- (f) An assignment of this Agreement will not be effective unless:
  - (i) the Buyer has delivered to the Seller's Lawyers all Deposits then due, the receipt of which has been acknowledged by the Seller's Lawyers, in writing;
  - (ii) the Buyer has paid an administrative fee to the Seller, equal to two (2.0) percent of the Purchase Price, plus GST, as consideration for the Seller's consent to assignment and reimbursement of the Seller's associated legal and administrative costs;
  - (iv) the assignment is in writing (the "**Assignment Agreement**"), in form and substance approved by the Seller, acting reasonably, and includes, without limitation, the explicit agreement of the Buyer and the assignee:
    - (A) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment,
    - (B) to provide the Seller with the information and records required under the *Real Estate Development Marketing Act*;
  - (v) the Seller has executed the Assignment Agreement.

L. **Cancellation -**

- (a) The Buyer may cancel this Agreement where entitled to do so in accordance with Section 21 of the *Real Estate Development Marketing Act*.

M. **Other Taxes –**

- (a) The Buyer acknowledges that, if he, she, or it is a foreign national, foreign corporation, or taxable trustee (as defined in the *Property Transfer Tax Act*, the Buyer will be responsible to pay directly to the Province of British Columbia additional transfer tax equal to twenty (20.0%) of the Purchase Price.
- (b) The Buyer acknowledges that he, she, or it may be responsible to pay an annual speculation tax to the Province of British Columbia if the property is not the Buyer's principal residence or if the Buyer is a foreign national or foreign corporation.

**Exhibit L**  
**Phase 1 Depreciation Report**