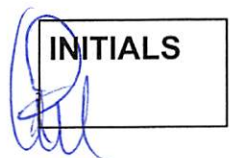



SCHEDULE "A"

Standard Terms and Conditions for Court Approved Sale

1. The Vendor will consider the Final Offers only if they are in writing and submitted on the Vendor's form of offer:
2. The right, title and interests, if any, of the mortgagor in foreclosure and any of its affiliates (the "**Mortgagor**") in the building and fixtures are being sold on an "as is, where is" and "without recourse" basis with no representations or warranties of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, condition, zoning or lawful use of the building and fixtures or the existence, quality, value or the validity, invalidity, or enforceability of any right, or any other matter or thing whatsoever, either stated or implied including any outstanding work orders or requirements by any regulatory authority. Each Offeror must rely entirely on its own judgment, inspection and investigation of the building and fixtures and any rights necessary to and appurtenant or otherwise to the building and fixtures. Any documentation and/or information provided has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate, and is not part of these Terms and Conditions of Sale.
3. All Final Offers must include a fully completed Purchase and Sale Agreement in a form to be provided by the Vendor. Supplemental information must be in written form, signed by a duly authorized officer(s) of the Offeror.
4. All Final Offers must be accompanied by a bank draft or certified cheque payable to "DLA Piper (Canada) LLP – In Trust" in an amount acceptable to the Vendor, which amount will be subject to the terms hereof.
5. If a transaction does not complete due to any failure or breach of the Offeror, (the "**Purchaser**") to be determined by the Vendor in its sole discretion, by reason of the Purchaser's default, the deposit shall be retained by the Vendor, and the Vendor shall also be entitled to pursue any and all of its rights and remedies against the Purchaser, including but not limited to a claim for damages in excess of the Deposit.
6. If the contemplated sale is not completed by reason of a decision of the Vendor, or by a failure to obtain Court approval, the deposit shall be returned in full, without interest, to the Purchaser, and the Purchaser shall have no further recourse against the Mortgagor or the Vendor, and the Purchase and Sale Agreement will be null and void.
7. Certified cheques or drafts accompanying offers that are not accepted by the Vendor shall be returned, without interest, by regular mail or courier addressed to the Offeror at the address given in the Offer immediately following the date of the application for court approval, unless otherwise arranged with the Offeror.
8. Where an Offeror withdraws its offer after court approval is granted, at a minimum, the deposit shall be forfeited on account of liquidated damages by the Offeror to the Vendor.
9. The Purchaser agrees to indemnify the Mortgagor and the Vendor and save them and each of them harmless from and against:

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- a) any and all costs, expenses, liabilities and damages incurred or suffered by them, or any of them as a result of the actions or omissions of the Purchaser;
 - b) the failure of the Purchaser to pay any taxes, duties, fees and like charges exigible in connection with the Purchase and Sale Agreement; and
 - c) any damage the Purchaser does to the Building and fixtures or to the leasehold premises of Mortgagor.
10. The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the building and fixtures. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the building and fixtures.
 11. The highest or any Final Offer shall not necessarily be accepted. The Vendor may accept several offers or an en bloc offer or no offer at all.
 12. The submission of an offer to the Vendor shall constitute an acknowledgement and an acceptance by the Offeror of these terms and conditions.
 13. The Vendor is not acting in its personal capacity. The Vendor and its officers, directors, shareholders, employees and authorized agents shall have no personal or corporate liability of any kind, whether in law or in equity, or otherwise. The Purchaser agrees that the Vendor will be excused from any defect in the sales process.
 14. The Purchaser acknowledges and agrees that the Vendor is not required to inspect the Building and fixtures or any part thereof and the Purchaser shall be deemed, at its own expense, to have relied entirely on its own inspection and investigation. The Purchaser acknowledges that all warranties and conditions, express or implied, pursuant to the *Sale of Goods Act* (B.C.) or similar legislation in other jurisdictions do not apply hereto and are hereby waived by the Purchaser.
 15. The Purchaser agrees that all the insurance maintained by the Vendor or Mortgagor shall be cancelled on the closing of the transaction contemplated herein and that the Purchaser shall be responsible for placing its own insurance thereafter.
 16. The Purchaser represents and warrants that if it is a Company, it will be a registrant for GST purposes three (3) business days before the day chosen for closing.
 17. The Purchaser shall not assign its rights and obligations under the Purchase and Sale Agreement without the written consent of the Vendor, which may be unreasonably or arbitrarily withheld.
 18. The Purchaser will not make any offer jointly with another purchaser or in cooperation with another purchaser and will not withdraw an offer in consultation with another purchaser except after disclosure of the same to the Vendor.
 19. The validity and interpretation of the Purchase and Sale Agreement shall be governed by the laws of the Province of B.C. and the laws of Canada, and such Purchase and Sale Agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or permitted assigns, as the case may be.

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20. Unless otherwise specifically stated herein, all obligations, representations and warranties of the Purchaser contained in the Purchase and Sale Agreement shall survive the completion of the sale.
21. The Purchaser acknowledges that any information supplied to the Purchaser by the Vendor or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Purchaser.
22. The Vendor's obligations in connection with this offer, until the Court approves it, are limited to putting this offer before the Court. Thereafter, the Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the property. Given the Vendor's position and its relationship to other parties in the proceeding, the Vendor may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the property. The Vendor gives no undertaking to advocate the acceptance of this offer. In that regard, the Offeror must make its own arrangements to support this offer in Court.
23. This offer may be terminated at any time before the Court makes an Order approving this sale, if the security which is the subject of the Enforcement Proceeding is redeemed or is refinanced or if the Vendor determines it is inadvisable to present the offer to the Court, and the Vendor will have no further obligations or liability to the Purchaser under this agreement. This condition is for the sole benefit of the Vendor.
24. If there are existing registered financial charges to be paid under the terms of the Order, the Vendor may wait to pay such existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Purchaser must pay the Purchase Price to the Vendor's lawyer in trust, on undertakings to pay those financial charges in accordance with the Order.
25. The Purchaser agrees that neither the Vendor nor any agents or representatives of the Vendor have made any representations or warranties to the Purchaser with respect to the property, or any part of it, and, without limiting the generality of the foregoing, the Purchaser agrees that neither the Vendor nor any agents or representatives of the Vendor have been made by representations or warranties with respect to the property.


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