



FORM 17 (RULES 4-6(1), 5-1(4), 5-2(4), 5-4(1), 8-1(21.1) AND (22), 8-5(2),
9-4(1),12-2(6), 13-3(25), 16-1(16.1) AND (17), 20-5(3), 21-5(4), 23-1(9), 23-3(10) AND 23-5(5))

No. NEL-S-H-22450
NELSON REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

0752063 B.C. LTD.

PETITIONER

AND:

LANDCO VENTURES INC.
DAVID MICHAEL BILINSKI
KAREN ESPERSEN
CANADIAN WESTERN TRUST COMPANY
DEREK HALL
HIS MAJESTY THE KING IN RIGHT OF CANADA

RESPONDENTS

REQUISITION -- GENERAL

Filed by:

REQUIRED: Please file the attached Contract of Purchase and Sale approved in chambers by
Justice Donegan on August 26, 2024.

Date: August 26, 2024



Signature of Sherryl A. Dubo
☐ filing party ☒ lawyer for filing party



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Selkirk Realty DATE: August 13 2024
 ADDRESS: 306 Broadway Street PO Box 40 Nakusp BC V0G1R0 PHONE: (250) 265-3635
 PREPARED BY: Joel Leblanc MLS® NO: 2474603

BUYER: James David Sloan as 50% joint tenancy
 BUYER: Vicky Pearl Sloan as 50% joint tenancy
 BUYER: _____
 ADDRESS: 110 Robinson Rd
Edgewood BC
 _____ PC: V0G 1J0

SELLER: 0752063 B.C. LTD
 SELLER: _____
 SELLER: _____
 ADDRESS: _____
 _____ PC: _____

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.

PROPERTY:

9407 Hwy 6
 UNIT NO. ADDRESS OF PROPERTY
Edgewood BC V0G 1J0
 CITY/TOWN/MUNICIPALITY POSTAL CODE
005-377-978
 PID OTHER PID(S)
 PART W1/2 OF SW1/4, SECTION 13, TOWNSHIP 69, KOOTENAY LAND DISTRICT, EXC (1) PCL A (DD 15913) (2) PL 11920

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 \$355,000.00 plus GST if applicable
Three Hundred Fifty-Five Thousand plus GST if applicable

_____ DOLLARS (Purchase Price).

If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ _____ Not applicable

_____ (Rescission Amount). The foregoing Rescission Amount is set out herein for notice purposes only and, to the extent there is an inconsistency between the foregoing sentence and the Home Buyer Rescission Period Regulation, the latter will govern and prevail. The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

JS VS

BUYER'S INITIALS

SELLER'S INITIALS

PROPERTY ADDRESS

2. **DEPOSIT:** A deposit of \$20,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: _____
Deposit currently held in trust at Royal LePage Selkirk Realty

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 _____

Selkirk Realty Trust 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.

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

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

See attached Schedule A which is included in and forms a part of this contract.

This offer is subject to Court approval. This condition is for the sole benefit of the Seller.

This offer is to be relied upon only in the case of the Seller's counsel receiving any other acceptable, competing bids.

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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SELLER'S INITIALS

9407 Hwy 6

Edgewood

BC V0G 1J0 PAGE 3 of 8 PAGES

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on September 6, yr. 2024
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 4 o'clock P.m. on September 6, yr. 2024 (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 September 6, yr. 2024 (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:
As is where is

BUT EXCLUDING: _____
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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:
- A. 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);
 - B. a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

C. 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*.

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.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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;
- 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 27(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 Gord Marshall
DESIGNATED AGENT(S)

who is/are licensed in relation to Royal LePage Selkirk Realty
BROKERAGE

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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 Joel Leblanc
DESIGNATED AGENT(S)

who is/are licensed in relation to Royal LePage Selkirk Realty
BROKERAGE

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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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INITIALS

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

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BUYER'S INITIALS



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SELLER'S INITIALS



- The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, 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. **DISCLOSURE OF BUYER'S RESCISSION RIGHT:** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.

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BUYER'S INITIALS

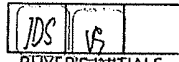
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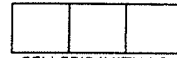
SELLER'S INITIALS

PROPERTY ADDRESS

- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
- (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;
 - (iii) residential real property that is sold at auction;
 - (iv) residential real property that is sold under a court order or the supervision of the court; and
 - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.


BUYER'S INITIALS

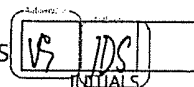

SELLER'S INITIALS

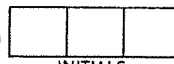
24. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

25. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

26. **OFFER:** This offer, or counter-offer, will be open for acceptance until 12 o'clock P.m. on 16 day of August yr. 2024 (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*:

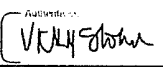
YES 
INITIALS

NO 
INITIALS


BUYER

James David Sloan
PRINT NAME

WITNESS


BUYER

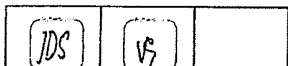
Vicky Pearl Sloan
PRINT NAME

WITNESS


BUYER

PRINT NAME

WITNESS


BUYER'S INITIALS


SELLER'S INITIALS

PROPERTY ADDRESS

27. 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 this _____ day of _____ yr. _____.

The Seller declares their residency as defined under the *Income Tax Act*:

RESIDENT OF CANADA

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NON-RESIDENT OF CANADA

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INITIALS

		
SELLER _____	SELLER _____	SELLER _____
0752063 B.C. LTD		
PRINT NAME _____	PRINT NAME _____	PRINT NAME _____
WITNESS _____	WITNESS _____	WITNESS _____

NOTICE FOR BUYER'S RESCISSION RIGHT: If the Buyer is entitled to exercise the Rescission Right, the Seller's (or the Seller's appointee's) mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: _____ Not applicable

Address: _____

Email: _____ Fax: _____

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this Contract is _____ (the "**Final Acceptance Date**") being the date that the last party executed and delivered this Contract and, if applicable, based on the foregoing the date by which the Buyer must exercise the Rescission Right is _____.

The foregoing sentence is not a term of the Contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation* and the latter will govern and prevail.

*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®).

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**SCHEDULE A
TO CONTRACT OF PURCHASE AND SALE
(RESIDENTIAL REAL ESTATE)¹**

The following terms replace, modify, and where applicable override the terms of the attached Contract of Purchase and Sale ("Contract"). Where a conflict arises between the terms of this Schedule A and the Contract, the terms of this Schedule A will apply.

The references in this Schedule A to specific clauses in the Contract are references to the clause numbers in the form of Contract of Purchase and Sale published by the British Columbia Real Estate Association and Canadian Bar Association (BC Branch) ("Real Estate Contract") for residential real property. If the Contract attached hereto has different clause numbers than the Real Estate Contract, the terms of this Schedule A will apply with the necessary changes and with equal effect to the equivalent clauses of the Contract notwithstanding the different clause numbers.

All defined terms used herein have the same meaning ascribed to them in the Contract. For greater certainty, all references to the "Seller" in the Contract and in this Schedule A will be read as references to 0752063 B.C. Ltd.

The Seller's acceptance of this offer is pursuant to Court Order and not as registered owner of the Property.

All references to the "Property" in the Contract and in this Addendum A will be read as references to:

PID: 005-377-978

West ½ of the Southwest ¼ of Section 13 Township 69 Kootenay District except (1) Parcel A (DD 15913) (2) Plan 11920

All references to the "Mortgage" in this Addendum A means the mortgage and assignment of rents charging or formerly charging the Property under charge numbers CA6082669 and CA6082670, respectively, and which is the subject of those foreclosure proceedings brought in the Supreme Court of British Columbia, 0752063 B.C. Ltd. v. Landco Ventures Inc., David Michael Bilinski and Karen Espersen, Canadian Western Trust Company, Derek Hall and His Majesty The King In Right Of Canada, Court Action No. NEL-S-H-22450 ("Proceedings") giving rise to the Seller's entitlement to sell it.

1. The Buyer acknowledges and agrees that this Contract is exempt from Section 42 of the B.C. Property Law Act, the rescission period thereunder does not apply and the Buyer has no rights of rescission.
2. The following is added to Clause 3 (Terms and Conditions) of the Contract:
 - (a) This Schedule A is included in and forms a part of the Contract;
 - (b) The Contract is subject to Court approval. This condition is for the sole benefit of the Seller. Notwithstanding the foregoing and any other provisions of the Contract, in the



event this Contract is approved by the Court, written notice to the Buyer that this condition has been fulfilled shall not be required; and

- (c) If the Contract includes a condition for the Buyer's benefit making this Contract subject to the Buyer's approval of a satisfactory inspection or environmental report or a similar condition, then in the event the Buyer fails to waive or declare fulfilled that condition within the time limited therefore, then the Buyer shall no later than two days following the time limited for removal of that condition deliver to the Seller a copy of the inspection report.

3. The following is added to Clause 5 (Possession) of the Contract:

If the Property is occupied by anyone, then the Seller, while still required to deliver vacant possession to the Buyer, may wait to deliver vacant possession until after conclusion of the Seller's enforcement of a court order for vacant possession. The Buyer acknowledges that if vacant possession is unavailable on the Possession Date, then the Buyer must complete the purchase of the Property in any event in accordance with the terms of this Contract and allow the Seller a reasonable period of time thereafter to deliver vacant possession through a Writ of Possession or such other lawful enforcement means as the Seller considers advisable. In such event the Buyer agrees that the Seller shall not be liable to the Buyer for any losses or damages arising or related in any way to the Seller's failure to deliver vacant possession to the Buyer on the Possession Date. Notwithstanding any other provisions of the Contract, the Seller shall have no obligation to remove from the Property any personal possessions, chattels or garbage left on the Property.

4. Clause 7 (Included Items) of the Contract is deleted and replaced by the following:

- (a) The property being purchased under this Contract is limited to real property and does not include any personal property or chattels;
- (b) The Property is being purchased "as is where is";
- (c) The Buyer shall save the Seller harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of possession and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including but not limited to subdivision agreement or easements. The Seller is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by any occupants or their guests, invitees, assigns, agents or by any other persons unknown; and
- (d) The Buyer acknowledges that although home warranty insurance coverage may be required under the provisions of the *BC Homeowner Protection Act* in respect of the Property, the Seller shall have no obligation to arrange such coverage. The Buyer accepts and assumes the obligation to acquire such insurance coverage in the event it is required. If the Property is a "new home" (as defined in the *BC Homeowner Protection Act*) then the Buyer will provide the Homeowner Protection Office (the "HPO"), prior to approval of this offer by the Court, with evidence satisfactory to the

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VS

HPO that the Buyer or the Buyer's residential builder has arranged or will arrange coverage for the Property by home warranty insurance provided by a home warranty provider. The Seller's obligation to complete a sale of the Property to the Buyer is conditional on the Buyer complying with the foregoing. The Seller shall have no further obligations or liability to the Buyer under the Contract or otherwise in respect of *BC Homeowner Protection Act* or arising from any omission to acquire home warranty insurance coverage and the Buyer exclusively accepts and assumes all risks of loss or damage arising from any omission to acquire home warranty insurance coverage.

5. Clause 8 (Viewcd) of the Contract is deleted and replaced by the following:

- (a) The Property is being purchased "as is where is". The Seller makes no representation, warranty or covenant with respect to the condition of the lands, premises or buildings or other structures on the Property which is being sold pursuant to this Contract except as may expressly be set out herein. The Buyer expressly agrees that neither the Seller nor its agents or representatives have any liability, responsibility, duty or obligation to disclose to the Buyer any information or knowledge that they have with respect to the condition of the Property or any latent or patent defects thereto;
- (b) The Buyer acknowledges that the Property may contain certain defects, either patent or latent which the Seller may or may not have knowledge of;
- (c) The Buyer agrees:
 - (i) That the Buyer has conducted its own review and assessment of all aspects of the Property, including without limitation the location and sighting of any dwelling or other structure on the Property, the Property's adequacy and legality for any proposed use, the presence of contaminants or hazardous materials on the Property, any water leaks or water damage or other damage on the Property and any latent or patent defects in or about the Property, and the Buyer has not relied on anything that the Seller, its agents and representatives, have said, should have said, or have failed to say with respect to the status of Property or its condition;
 - (ii) The Buyer specifically confirms that it is aware that there is the possibility of environmental contamination on the Property and hereby release, remise and forever discharge the Seller from any and all claims, actions, causes of action and claims for loss or damages or otherwise as against the Seller, its agents or representatives, with respect to such environmental contamination; and
 - (iii) That the Buyer has no claim, action, cause of action, claim for loss or damages against the Seller, its agents and representatives with respect to the condition of the Property, including without limitation latent or patent defects in or about the Property, any structure on the Property or any ancillary use or services concerning the Property, and for any inability to rent or otherwise use or enjoy all or any part of the Property for any purpose whatever. The Buyer, their successors and assigns, hereby release, remise and discharge the Seller, its agents and representatives, of any and all claims, actions, causes of actions, damages or loss, which the Buyer, its successors and assigns, may have now or

in the future in any way arising directly or indirectly from the purchase of the Property from the Seller, its agents or representatives, and/or from this Contract including without limitation claims arising out of latent or patent defects to the Property whether known or unknown to the Seller, its agents or representatives at any time prior to the Completion Date and the Possession Date;

- (d) The Buyer covenants and agrees that they may or may not have had, from time to time, disclosure or disclosures from the Seller, its agent and/or representatives respecting the use, condition of or defects to the Property. However, any such disclosure or disclosures have not in any way been relied upon by the Buyer and the Buyer confirms and agrees that they have conducted their own analysis and assessments of the condition of the Property and relied on nothing that the Seller, its agents and/or representatives may or may not have said or disclosed;
- (e) The Buyer acknowledges having read the document entitled "Information About the Contract", which indicates among other things the closing costs to be paid by the Buyer on completion of the sale. The Buyer also acknowledges and accepts the Buyer's obligation to pay the Provincial Property Transfer tax payable upon completion of this sale unless the Buyer qualifies for an exemption;
- (f) The Buyer acknowledges that the Buyer has had the opportunity to conduct its own independent enquiries and investigations and has satisfied itself as to the boundaries and zoning bylaws of the Property and has satisfied itself as to the size of the Property and premises. The Buyer acknowledges that all data disclosed on the multiple listing service or advertised or published elsewhere by the Seller's agent concerning the Property originates from sources believed by the Seller's agent to be reliable but is not guaranteed, and that such information cannot be relied upon by the Buyer without the Buyer's own independent verification; and
- (g) The Buyer acknowledges that if the Property has additional accommodation, whether or not authorized by municipal zoning or other required government authority, then the Buyer is aware of the consequences and potential loss of income should such use be discontinued.

6. Clause 9 (Title) of the Contract is deleted and replaced by the following:

Title: Free and clear of all encumbrances of the parties to Supreme Court of British Columbia, Nelson Court Registry, Action No. NEL-S-H-22450 (the "Proceeding") in accordance with an Order of the Court 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, notices of bylaw infraction or contravention, existing tenancies, if any, and except as otherwise may be set out in this Contract.

7. Clause 10 (Tender) of the Contract is deleted and replaced by the following:

Tender or payment of monies by the Buyer to the Seller will be by certified cheque or bank draft.

- 6.A. Clause 11A (Seller's Particulars and Residency) is deleted and replaced by the following:

The Seller makes no representations as to residency of the registered owner(s) of the Property and will make no representations or declarations about residency at closing. Any declaration as to the residency of the Seller in the Contract shall relate solely to the residency of the Seller in its role as the seller by Court Order in the Proceeding. The Buyer hereby warrants and represents to the Seller that the Buyer has made reasonable inquiry within the meaning of section 116(5)(a) of the *Income Tax Act* and is satisfied that the registered owner(s) of the Property is/are Canadian residents. The Buyer agrees that upon completion the Buyer will pay to the Seller, subject only to those adjustments to which the Seller has agreed in writing, the full purchase price owing on the purchase under this Agreement without holdback under section 116(5) of the *Income Tax Act* or related sections.

- 6.B. Clause 11B (GST Certificate) is deleted and replaced by the following:

GST Certificate: If the transaction contemplated by this Contract is not exempt from the payment of GST and the Buyer is a registrant under the *Excise Tax Act* (Canada) and has been assigned Goods and Services Tax Registration Number by the Canada Revenue Agency, then the Buyer shall execute and deliver to the Seller on or before the Completion Date an appropriate GST certificate in respect of the transaction confirming that (1) the provisions of sections 221(2) and 228(4) of the *Excise Tax Act* (Canada) apply to this transaction with the result that the Seller will not be collecting GST from the Buyer, (2) the Buyer agrees to account for or remit directly to the appropriate governmental authority as required by law, any GST payable in respect to the above transaction as and when such GST is required to be accounted for or becomes payable at law and (3) the Buyer agrees to and does hereby indemnify and save harmless the Seller from and against any and all GST and interest and penalties thereon which the Seller may be required to pay in respect to this transaction, including costs the Seller may incur on a solicitor and its own client, full-indemnity basis.

8. Clause 12 (Time) of the Contract is deleted and replaced by the following:

Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement 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 either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Seller's on account of damages without prejudice to the Seller's other remedies.

9. Clause 14 (Clearing Title) of the Contract is deleted and replaced by the following:

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 charges until immediately after receipt of the Purchase Price.

10. Clause 16 (Risk) of the Contract is deleted.

11. The following is added to Clause 22 (Acceptance) of the Contract:

The acceptance of this offer by the Seller is pursuant to a Court Order for Conduct of Sale of the Property and not as seller or owner of the Property. This offer is subject to the approval of the Supreme Court of British Columbia ("Court") in the Proceeding and this Contract will become binding and effective on the Seller and the Buyer from the time an Order is made by the Court approving this Contract. Notwithstanding any terms or conditions to the contrary in the Contract, the Buyer shall have no action, course of action or claim against the Seller arising out of this Contract. The Seller hereby advises the Buyer that the Seller's obligations in connection with this offer are limited to putting this offer before the Court. Thereafter, the Seller 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 Seller's position and the Seller's relationship to other parties in the Proceedings, the Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to advocate the acceptance of this offer. In that regard, the Buyer must make its own arrangements to support this offer in Court.

12. The Buyer acknowledges and agrees that the Seller may disclose the amount of this offer, following acceptance by the Seller and prior to Court approval of the Contract, to any person.

13. An Order approving this Contract:

- (a) will describe the Buyer exactly as the Buyer appears on the first page of the Contract and following completion of the sale the Buyer will appear as registered owner of the Property on title; and
- (b) if the Buyer is comprised of more than one person, will describe the Buyer as "joint tenants" with equal interests;

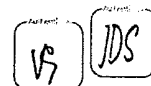
unless not less than 4 business days prior to the hearing of the application for approval of the Contract, the Buyer or their conveyancing solicitor or notary advises the Seller's solicitor in writing of a change to (a) or (b) herein. Absent such written notice, the Seller shall not be bound by any term in the Contract purporting to describe the Buyer or its interests otherwise or allowing the Buyer to complete the sale with a change in name.

14. This offer may be terminated by the Seller at its sole option at any time before the Court makes an order approving the sale of the Property if:

- (a) the mortgage which is the subject of the Proceedings is redeemed pursuant to the terms of the Order Nisi pronounced in the Proceedings;
- (b) the mortgage which is the subject of the Proceedings is otherwise reinstated or redeemed; or
- (c) in accordance with an Order of the Court;

and in any such event the Seller will have no further obligations or liability to the Buyer under this Contract or otherwise. This condition is for the sole benefit of the Seller.

15. No property condition disclosure statement concerning the Property forms part of this Contract whether or not such a statement is attached to it.



16. Goods and Services Tax ("GST") is not included in the purchase price. In addition to the balance due on closing, the Buyer covenants and agrees to pay to the Seller at closing the amount of GST (if such tax is applicable to this transaction) which may be imposed on the sale of this Property. The Buyer further indemnifies and saves harmless the Seller and its solicitors from all claims that may be made in connection with any GST which may be applicable to this transaction. The Seller shall not be responsible to provide any certificates with respect to the applicability of GST to the transaction.
17. The Buyer certifies that he/she/it/they will be the legal and beneficial owner of the Property.
18. The Buyer acknowledges and agrees that the normal and expected practice of the Court on an application for an Order approving a sale, when faced with more than one bid, is to implement that process described in the Court's Practice Direction 62, though the Court may in its discretion implement a completely different process. The Buyer acknowledges and agrees that a judicial sealed bidding and sale process may well result on an application to Court for an Order approving this Contract and the Buyer irrevocably agrees to be bound by whichever bidding and sale process may be implemented by the Court, without limitation in any way.

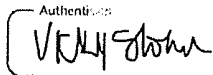
SELLER: 0752063 B.C. LTD.

By its authorized signatory:

Per: _____

Date: _____

BUYER:

By:  Authenticsign

Per Vicky Pearl Sloan _____

 Authenticsign

08/13/24

James David Sloan

Date: 08/13/24 _____

TITLE SEARCH PRINT

File Reference:

Declared Value \$265300

2023-10-27, 10:55:50

Requestor: Kelly Roberts

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District
Land Title Office

NELSON
NELSON

Title Number
From Title Number

BB5002307
CA8813662

Application Received

2022-08-24

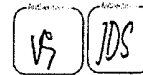
Application Entered

2022-08-31

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

LANDCO VENTURES INC., INC.NO. 1113764
2 - 609 BAKER STREET
NELSON, BC
V1L 4J3



Taxation Authority

Nelson Trail Assessment Area

Description of Land

Parcel Identifier:

005-377-978

Legal Description:

WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13 TOWNSHIP 69 KOOTENAY DISTRICT
EXCEPT (1) PARCEL A (DD 15913) (2) PLAN 11920

Legal Notations

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT: SEE AGRICULTURAL LAND RESERVE PLAN NO. H15999
DEPOSITED OCTOBER 10, 1974

Charges, Liens and Interests

Nature:

RIGHT OF WAY

Registration Number:

39510D

Registration Date and Time:

1952-06-27 11:59

Registered Owner:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Remarks:

INTER ALIA

Nature:

EASEMENT

Registration Number:

KT67222

Registration Date and Time:

2002-06-24 11:19

Remarks:

APPURTENANT TO THE SOUTH EAST 1/4 SEC 14
TWP 69 KD EXCEPT PARCEL A (SEE 101370I)

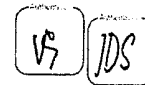
TITLE SEARCH PRINT

File Reference:

Declared Value \$265300

2023-10-27, 10:55:50

Requestor: Kelly Roberts



Nature:
Registration Number:
Registration Date and Time:
Remarks:

UNDERSURFACE RIGHTS
KW28458
2004-03-11 14:10
PURSUANT TO MINERAL LAND TAX ACT, MINERALS
HEREIN, FORFEITED AND VESTED IN THE CROWN

Nature:
Registration Number:
Registration Date and Time:
Remarks:

UNDERSURFACE RIGHTS
KW28459
2004-03-11 14:10
PURSUANT TO MINERAL LAND TAX ACT, MINERALS
HEREIN, FORFEITED AND VESTED IN THE CROWN

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

MORTGAGE
CA6082669
2017-06-21 12:32
0752063 B.C. LTD.
INCORPORATION NO. BC0752063
REINSTATED PURSUANT TO SECTION 40(3) TAXATION
(RURAL AREA) ACT

Remarks:

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

ASSIGNMENT OF RENTS
CA6082670
2017-06-21 12:32
0752063 B.C. LTD.
INCORPORATION NO. BC0752063
REINSTATED PURSUANT TO SECTION 40(3) TAXATION
(RURAL AREA) ACT

Remarks:

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

MORTGAGE
CA6083639
2017-06-21 16:01
CANADIAN WESTERN TRUST COMPANY
IN TRUST, SEE CA6083639
AS TO AN UNDIVIDED 84/100 INTEREST
DEREK HALL
AS TO AN UNDIVIDED 16/100 INTEREST
REINSTATED PURSUANT TO SECTION 40(3) TAXATION
(RURAL AREA) ACT

Registered Owner:

Remarks:

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

CERTIFICATE OF PENDING LITIGATION
CB318144
2022-11-03 09:58
0752063 B.C. LTD.

Duplicate Indefeasible Title

NONE OUTSTANDING

TITLE SEARCH PRINT

File Reference:

Declared Value \$265300

2023-10-27, 10:55:50

Requestor: Kelly Roberts

Transfers

NONE

Pending Applications

NONE



PROPERTY DISCLOSURE STATEMENT LAND ONLY

PAGE 1 of 3 PAGES

Date of disclosure: January 08 2024

The following is a statement made by the Seller concerning the Land located at:

ADDRESS: 9407 Highway 6

Edgewood

BC V0G 1J0 (the "Land")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this Property Disclosure Statement and where uncertain should reply "Do Not Know." This Property Disclosure Statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the Seller and the Buyer.	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY

1. LAND

A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?				
B. Are you aware of any existing tenancies, written or oral?				
C. Are you aware of any past or present underground oil storage tank(s) on the Land?				
D. Is there a survey certificate available?				
E. Are you aware of any current or pending local improvement levies/charges?				
F. Have you received any other notice or claim affecting the Land from any person or public body?				
G. Is the Land managed forest lands?				
H. Is the Land in the Agricultural Land Reserve?				
I. Are you aware of any past or present fuel or chemical storage anywhere on the Land?				
J. Are you aware of any fill materials anywhere on the Land?				
K. Are you aware of any waste sites, past or present, excluding manure storage anywhere on the Land?				
L. Are you aware of any uncapped or unclosed water wells on the Land?				
M. Are you aware of any water licences affecting the Land?				
N. Has the Land been logged in the last five years?				
(i) If yes, was a timber mark/licence in place?				
(ii) If yes, were taxes or fees paid?				
O. Is there a plot plan available showing the location of wells, septic systems, crops etc.?				

BUYER'S INITIALS

SELLER'S INITIALS

BC1008 REV. NOV 2023

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January 08 2024

PAGE 2 of 3 PAGES

DATE OF DISCLOSURE

ADDRESS: 9407 Highway 6 Edgewood BC V0G 1J0

2. SERVICES	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Please indicate the water system(s) the Land uses: ☐ A water provider supplies my water (e.g., local government, private utility) ☐ I have a private groundwater system (e.g., well) ☐ Water is diverted from a surface water source (e.g., creek or lake) ☐ Not connected Other _____				
B. If you indicated in 2.A. that the Land has a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Land already?				
(ii) Have you applied for a water licence and are awaiting response?				
C. Are you aware of any problems with the water system?				
D. Are records available regarding the quality of the water available (such as pumping tests, flow tests, geochemistry and bacteriological quality, water treatment installation/maintenance records)?				
E. Are records available regarding the quantity of the water available (such as pumping test or flow tests)?				
F. Indicate the sanitary sewer system the Land is connected to: ☐ Municipal ☐ Community ☐ Septic ☐ Lagoon ☐ Not Connected Other _____				
G. Are you aware of any problems with the sanitary sewer system?				
H. Are there any current service contracts; (i.e., septic removal or maintenance)?				
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				

3. BUILDING (not applicable)

4. GENERAL

A. Are you aware if the Land has been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?				
B. Are you aware of any latent defect in respect of the Land? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Land that renders the Land: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</i>				

IDS VS

BUYER'S INITIALS

BC1008 REV. NOV 2023

VS

SELLER'S INITIALS

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January 08 2024

PAGE 3 of 3 PAGES

DATE OF DISCLOSURE

ADDRESS: 9407 Highway 6 Edgewood BC V0G 1J0

4. GENERAL (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
C. Are you aware of any existing or proposed heritage restrictions affecting the Land (including the Land being designated as a "heritage site" or as having "heritage value" under the <i>Heritage Conservation Act</i> or municipal legislation)?				
D. Are you aware of any existing or proposed archaeological restrictions affecting the Land (including the Land being designated as an archaeological site or as having archaeological value under applicable law)?				

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary)

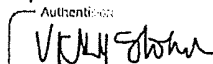
The Seller states that the information provided is true, based on the Seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the Seller will be disclosed by the Seller to the Buyer prior to closing. The Seller acknowledges and agrees that a copy of this Property Disclosure Statement may be given to a prospective Buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.


 SELLER(S) 0752063 B.C. LTD. SELLER(S) SELLER(S)

The Buyer acknowledges that the Buyer has received, read and understood a signed copy of this Property Disclosure Statement from the Seller or the Seller's brokerage on the _____ day of _____ yr. _____.

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries. **The Buyer is urged to carefully inspect the Land and, if desired, to have the Land inspected by a licensed inspection service of the Buyer's choice.**


 BUYER(S) 
 BUYER(S) BUYER(S)

The Seller and the Buyer understand that neither the Listing nor Selling Brokerages or their Managing Brokers, Associate Brokers or Representatives warrant or guarantee the information provided about the Land.

*PREC represents Personal Real Estate Corporation

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

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).

JDS *VS*

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.



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 1 PAGES

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: 2474603 DATE: August 22 2024
 RE: ADDRESS: 9407 Hwy 6 Edgewood BC V0G 1J0
 LEGAL DESCRIPTION: PART W1/2 OF SW1/4, SECTION 13, TOWNSHIP 69, KOOTENAY LAND DISTRICT, EXC (1) PCL A (DD 15913) (2) PL 11920
 PID: 005-377-978 OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
 DATED August 13 2024 MADE BETWEEN James David Sloan
Vicky Pearl Sloan
 _____ AS BUYER(S), AND
0752063 B.C. LTD

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

This addendum puts forth that the Buyers agree to extend the open acceptance time frame of their revised bid from 12pm, August 16, 2024, to now read to the end of day on August 26, 2024.

Furthermore, the Buyers and the Seller mutually agree to amend the completion date from September 6, 2024, to now read September 17, 2024, which is 15 business days past the current court hearing date.

All other terms and conditions of the contract shall remain the same and in full force and effect and that time shall remain of the essence.

James David Sloan 
 BUYER
James David Sloan
 PRINT NAME

WITNESS

0752063 B.C. LTD 
 SELLER
0752063 B.C. LTD
 PRINT NAME

WITNESS

Vicky Pearl Sloan 
 BUYER
Vicky Pearl Sloan
 PRINT NAME

WITNESS

0752063 B.C. LTD 
 SELLER
0752063 B.C. LTD
 PRINT NAME

WITNESS

0752063 B.C. LTD 
 BUYER
0752063 B.C. LTD
 PRINT NAME

WITNESS

0752063 B.C. LTD 
 SELLER
0752063 B.C. LTD
 PRINT NAME

WITNESS

RECEIPT
REÇU

Selkirk Realty (2010) Ltd
TRUST ACCOUNT

RECEIVED FROM REÇU DE	DATE <u>June 19, 2024</u>	<u>616963</u>
<u>James Sloan</u>		\$ <u>20,000.⁰⁰</u>
100 DOLLARS		
FOR POUR	<u>1-0752063 BC 1st to Sloan</u> <u>(Jamie Stewart) #1035</u> <u>CHB.</u>	
TAX REG. NO. N° DE TAXE	<u>9407 Hwy 6 Edgewood</u>	BY PAR <u>[Signature]</u> STC/15B

JDS VS

No. NEL-S-H-22450
NELSON REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

0752063 B.C. LTD.

PETITIONER

AND:

**LANDCO VENTURES INC.
DAVID MICHAEL BILINSKI
KAREN ESPERSEN
CANADIAN WESTERN TRUST COMPANY
DEREK HALL
HIS MAJESTY THE KING IN RIGHT OF
CANADA**

RESPONDENTS

REQUISITION - GENERAL

FILE NO. 3300-106

SAD/lt

MCMILLAN DUBO LLP

401 – 121 5th Avenue
Kamloops, BC V2C 0M1
Phone: 778-765-1701