

MULTIPLE LISTING SERVICE®

MLS® NO. _____ DATE _____ PAGE 1 OF 1 PAGES

RE: ADDRESS 1920 Hugh Allan
Kamloops BC V1S 1Y5

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____
MADE BETWEEN Fraserview Development (Kam) Corporation Inc No BC0753550 AS SELLER(S), AND
_____ AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

- 1. PROVINCIAL PROPERTY TRANSFER TAX (Buyer)**
The Buyer is aware that Provincial Property Transfer Tax of 1% on the first \$200,000 and 2% on the balance is payable by the Buyer, calculated on the fair market value of the Property, unless the Buyer qualifies for an exemption.
- 2. APPLIANCE WARRANTY (Buyer)**
The Buyer acknowledges that the appliances being purchased may be used and in such case the Seller does not warrant the condition or the fitness of such used appliances.
- 3. DEPOSITS (Buyer & Seller)**
The Buyer's deposit cannot be released until it has cleared banks and the provisions of the *Real Estate Services Act* have been complied with.
- 4. FIREPLACES, FIREPLACE INSERTS AND WOOD STOVES (Buyer)**
The Buyer(s) agree that they must satisfy themselves with the compliance of any fireplace, fireplace insert or wood stove installed in the Property with applicable municipal or regional bylaws and fire insurance requirements.
- 5. PROPERTY INSPECTIONS (Buyer & Seller)**
Inspections may include the following:
(a) An inspection of the building and outbuildings;
(b) An inspection to confirm that the fireplace, wood stove and chimney installation are compliant with municipal bylaws;
(c) An inspection to confirm the Property boundaries;
(d) An inspection to verify the proper operation of the septic system; and
(e) An inspection of the common property of the Strata Corporation.
- 6. UNAUTHORIZED ACCOMMODATION (Buyer)**
The Buyer is aware that the Property contains OR does not contain unauthorized accommodation and has been informed of the consequences of such ownership and the potential loss of income should the rental of any unauthorized accommodation be discontinued.
- 7. MORTGAGE REFERRAL FEE (Buyer & Seller)**
The Buyer's brokerage involved in this sale may receive a fee or other consideration from a lender who provides financing to the Buyer.
- 8. GST (Buyer & Seller)**
The Buyer and the Seller agree that they must satisfy themselves concerning the application of GST to this transaction.
- 9. PROPERTY DISCLOSURE (Buyer & Seller)**
The attached Property Disclosure Statement dated _____ yr _____ is incorporated into, and forms a part of this Contract.
- 10. DWELLING SIZE AND ROOM MEASUREMENTS (Buyer)**
The Buyer is satisfied with the area of the dwelling as viewed by the Buyer on _____ yr _____, and acknowledges that the dimensions of the Strata Property and any room measurements, as advertised or provided, are approximate only.
- 11. TITLE TO PROPERTY (Buyer)**
The Buyer acknowledges that it is the Buyer's responsibility to satisfy himself with respect to the legal effect of the charges which will remain on the title to the Property after the Completion Date.
- 12. MONTHLY ASSESSMENT (Buyer)**
The Buyer is aware that the current monthly strata fee is \$ _____ per month.
- 13. SPECIAL LEVY (Buyer)**
If a special levy is approved by the Strata Corporation after this contract becomes unconditional, and prior to the completion date, the Seller shall credit the Buyer with the entire portion of the special levy that the Buyer is obligated to pay under the *Strata Property Act* and the Seller hereby directs the Buyer to hold back such credit from the sale proceeds and to remit it to the Strata Corporation.
- 14. STORAGE LOCKER**
The storage locker # _____ is one of the following (check one): [part of the strata lot common property limited common property rented from the strata corporation] – [with the use designated from time to time by the strata corporation.]
- 15. PARKING**
The parking stall(s), # _____ and _____ are (check one): [part of the strata lot common property limited common property rented from the strata corporation] – [with the use designated from time to time by the strata corporation.]

WITNESS _____
WITNESS _____
WITNESS _____
WITNESS _____

BUYER _____
BUYER _____
SELLER _____
SELLER _____

Addendum II
PINEVIEW HEIGHTS

ADDENDUM to CONTRACT OF PURCHASE AND SALE

FURTHER TO the Contract of Purchase and Sale signed by the Buyer(s) on the ____ day of _____, 20__

BETWEEN:

FRASERVIEW DEVELOPMENT (KAM) CORPORATION

("Seller")

AND:

("Buyer(s)")

for Strata Lot _____, located at 1920 Hugh Allan Drive, Kamloops, BC.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **NO ASSIGNMENT OF CONTRACT**

The Buyer has no right to assign this Contract and the Buyer acknowledges that the Seller may refuse consent to such assignment in its sole discretion.

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in this Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Buyer's interest in the Property or in this Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under this Contract but will continue to remain liable to perform all obligations of the Buyer under this Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

Without the Seller's prior consent any assignment of the Contract is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot

in a development property, whether the transfer is made by the Buyer under the purchase agreement to another person or is a subsequent transfer.

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

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:

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

The Information and records collected by the Seller must be reported by the Seller 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.

2. **COMPLETION DATE**

The sale shall be completed on the _____ day of _____, 20____ (the "Completion Date").

3. **ADJUSTMENT AND POSSESSION DATE**

All usual adjustments both ingoing and outgoing of whatsoever nature shall be made as of the Completion Date. The Buyers shall obtain possession of the Strata Lot free of all tenancies on the Completion Date, and after the balance of the Purchase Price has been paid.

4. **GST**

GST is not applicable with respect to the purchase of a Strata Lot/Unit as the Units are used housing.

The Buyer is responsible for paying any applicable GST in connection with this Contract of Purchase and Sale, and will assign any GST Rebate to the Seller.

5. **EXTRAS**

Excluded – Not Applicable.

6. **COSTS**

It shall be the Buyer's responsibility to prepare the documents necessary to complete this

transaction and the Buyer shall deliver to the Seller a Transfer in registrable form and a Statement of Adjustments at least 3 days prior to the Completion Date.

The Buyer shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Seller. The Seller shall bear all costs of clearing title.

7. **HOLDBACKS**

Excluded – Not Applicable.

8. **FIRE AND LIABILITY INSURANCE**

This development is a building strata. The Purchaser, at the time of conveyance, will need to arrange his or her own policy of insurance for contents and liability for all uses at his or her own expense.

9. **SELLER'S ELECTION**

The Seller may rescind the Contract of Purchase and Sale and Addendum(s), if any, up to and including the ____ day of _____, if the Seller has not sold, in the Seller's sole discretion, sufficient Strata Lots. Upon such rescission, the Buyer shall be entitled to an immediate return of all deposits but shall have no further claim against the Seller.

The Buyer agrees that this condition is for the sole benefit of the Seller, and the inclusion of this provision shall not in any way affect the Buyer's obligations pursuant to this Contract.

10. **RISK**

The Strata Lot shall be at the risk of the Seller until the Completion Date or actual possession by the Buyer, whichever occurs first, and in the event of loss or damage to the same occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other Act of God, explosion or civil commotion, the Buyer may at his option cancel this Contract and shall thereupon be entitled to the return of any monies paid hereunder. The same shall be at the risk of the Buyer from the Completion Date or actual possession by the Buyer, whichever occurs first.

11. **GENERAL**

- a. It is understood and agreed that there are no representations, warranties, guarantees or conditions other than those contained within this Contract. The representations and warranties contained herein shall survive completion and the conveyance of the Strata Lot to the Buyer.
- b. Any notice, document or communication required or permitted to be given under this Contract shall be in writing and either delivered by hand, transmitted by fax, or sent by prepaid mail to the Seller or to the Buyer as the case may be, at the above address. The time of giving such notice, document or communication shall be, if delivered, when delivered, if sent by fax, then on the day of transmission and if mailed, then on the third business day after the day of mailing.

c. In this Contract:

- (i) The singular includes the plural and vice-versa;
- (ii) The masculine includes the feminine and vice-versa;
- (iii) Any reference to a party includes that party's heirs, executors, administrators and assigns and in the case of a corporation, its successors and permitted assigns; and
- (iv) Any covenant, proviso, condition or agreement made by two or more persons shall be construed as several as well as joint.

12. **TIME**

TIME SHALL BE OF THE ESSENCE HEREOF. In the event that the purchase and sale contemplated by this Contract is not completed on the Completion Date (or the Completion Date as extended pursuant to paragraph 3) as a result of the Buyer's default, the Seller may, at its election, cancel this Contract and the amount paid by the Buyer as a deposit shall be absolutely forfeited to the Seller as liquidated damages or the Seller may, at its option, elect not to cancel this Contract, but retain the deposit without prejudice to the rights of the Seller to obtain from the Buyer by an action for specific performance or otherwise, payment in full of the Purchase Price or pursue the Buyer for damages arising out of the Buyer's failing to complete this Contract or pursue any other remedy available to the Seller.

Date this _____ day of _____, 20_____.

FRASERVIEW DEVELOPMENT (KAM) CORPORATION

Per:

Director

SIGNED SEALED AND DELIVERED by the Buyers)
in the presence of:)

_____))

_____))

_____))

(as to both signatures)

Buyer

Buyer

Addendum III

PINEVIEW HEIGHTS

ADDENDUM TO CONTRACT OF PURCHASE AND SALE

FURTHER TO the Contract of Purchase and Sale signed by the Buyer(s) on the _____ day of _____, 20_____

BETWEEN:

FRASERVIEW DEVELOPMENT (KAM) CORPORTION
("Seller")

AND

("Buyer(s)")

for Strata Lot _____, located at 1920 Hugh Allan Drive, Kamloops, BC.

(1) Financing

Subject to a new first mortgage being made available to the Buyer(s) on or before _____.

This condition is for the sole benefit of the Buyer(s).

(2) Property Disclosure Statement

Subject to the Buyer(s) receiving, reviewing, and approving the Sellers Property Disclosure Statement on or before _____.

This condition is for the sole benefit of the Buyer(s).

(3) Title

Subject to the Buyer(s) receiving, reviewing, and approving a copy of the Title search and its contents on or before _____.

The Buyer(s) acknowledge that they will take title on completion containing nonfinancial charges set out in the attached title search results; a copy of which is attached to and forms part of the Contract.

This condition is for the sole benefit of the Buyer(s).

(4) Inspection

Subject to the Buyer obtaining, at the Buyer's expense, reviewing and approving a certified or noncertified inspection report and the Buyer being satisfied, on or before _____, with the results of the inspection report. The Seller, on reasonable notice, will allow access to the Property for the purpose of the inspection(s).

This condition is for the sole benefit of the Buyer(s).

(5) Insurance

Subject to the Buyer(s) obtaining approval for fire/property insurance, satisfactory to the Buyers, on the subject property on or before _____.

This condition is for the sole benefit of the Buyer(s).

(6) Strata

Subject to the Buyer(s), receiving and being satisfied with, on or before _____, the following documents:

- (a) A Form B Information Certificate from the strata corporation;
- (b) A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property; and
- (c) The current insurance cover notes or other evidence of insurance issued by the insurer explaining the strata corporation's insurance coverage, coverage limits, expiration date(s), and deductibles.

Immediately upon acceptance of the offer or counteroffer, the Seller hereby authorizes the (Seller's/Buyer's) agent, to request, at the (Seller's/Buyer's) expense, complete copies of the documents listed above from the strata corporation, or applicable section, or other source and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer's agent). This condition is for the sole benefit of the Buyer(s).

Buyer(s) to review Disclosure statement(s) for additional Strata related documentation.

The Buyer(s) have had an opportunity to review the Developers Disclosure Statement dated November 1, 2022, and/or Amendment(s) to the Developers Disclosure Statement dated February 6, 2023 & February 23, 2023, prior to writing this Contract of Purchase and Sale.

Buyer(s) acknowledge that is property is a used unit. No warranty is provided.

Purchaser(s) Initials