

THIS OFFER TO PURCHASE made the \_\_\_\_ days of \_\_\_\_\_ 20\_\_,

TO: \_\_\_\_\_ **(Vendor)**  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, Postal Code)

(the "Vendor")

BETWEEN: \_\_\_\_\_ **(Purchaser)**  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, Postal Code)

(the "Purchaser")

We, the undersigned, hereby offer to purchase those lands and premises with civic address and legal description as follows:

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

PID: \_\_\_\_\_

LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

together with all buildings and improvements thereon (collectively, the "Property"), on the following terms and conditions:

1. PURCHASE AND SALE. The Purchaser hereby agrees to purchase from the Vendor, and the Vendor hereby agrees to sell to the Purchaser, on the terms and conditions herein contained the following:

- (a) all of the legal, beneficial, and freehold interest in the Property from the Vendor;
- (b) the Vendor's interest under the leases, agreements to lease and offers to lease with respect to the Property (the "Leases");
- (c) the Vendor's interest under the Approved Service Contracts (as hereinafter defined);
- (d) all permits and licences which the Vendor has obtained, if any, for the operation of the Property to the extent that they can be assigned by the Vendor to the Purchaser (the "Licences"); and

all free and clear of all financial encumbrances, claims, judgments and liens 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 (the "Permitted Encumbrances").

2. PURCHASE PRICE. The Purchase Price shall be the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) (the "Purchase Price") payable as follows:

(a) FIRST DEPOSIT - Within \_\_\_\_\_ after the removal of the Purchaser's Conditions Precedent (as hereinafter defined), (the "Offer"), the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) (the "Deposit") shall be paid by the Purchaser to \_\_\_\_\_, in trust, to be held in an interest bearing account in accordance with the provisions of the Real Estate Service Act;

(b) BALANCE OF PURCHASE PRICE - The balance of the Purchase Price, plus or minus adjustments contemplated herein, shall be payable by way of bank draft or solicitor's certified trust cheque on the Completion Date (as hereinafter defined).

3 APPLICATION OF DEPOSIT. The Vendor and the Purchaser agree that the Deposit (or portion thereof then held by the Agent) and interest as may accrue thereon will be paid as follows:

- (a) interest earned on the Deposit shall be for the credit of the Purchaser, except as provided in section 3.1(b)(ii);
- (b) to the Vendor:
  - (i) on account of the Purchase Price contemporaneously with the completion of the sale and purchase contemplated by this Offer; or
  - (ii) if the purchase and sale contemplated by this Offer is not completed by reason of the Purchaser's default, applied as liquidated damages to the Vendor as payment in full for all damages suffered by the Vendor as a result of such default;
- (c) to the Purchaser:
  - (i) if the Conditions Precedent in Section 5 are not satisfied or waived; or
  - (ii) if the purchase and sale contemplated by this Offer is not completed by reason of the

Vendor's default.

4. DELIVERY OF DOCUMENTS. The Vendor shall, within \_\_\_\_\_ ( ) BUSINESS DAYS of acceptance of this Offer, deliver to the Purchaser a detailed rent roll of the Property; all Leases existing as of date of acceptance of this Offer; operating statements, income and expense statements for the last three fiscal years; a list of the existing service contracts existing as of the date of acceptance of this Offer; a reasonably detailed list of Equipment; the trust declaration (the "Trust Declaration") between the Nominee and the Vendor; written confirmation by the Vendor's accountant that all income and expenses of the Property were reported by the Vendor and not the Nominee; and any environmental reports, building plans, and copies of all other plans, specifications, reports and surveys within the Vendor's possession or control and pertaining to the Property. The Vendor shall provide all of the documents pertaining the numbered company (1081358 BC LTD) to the Purchaser. The documents are included but not limited to mortgage, loans, financial statements and liabilities, commitment letters and etc. (the "Deliverables").

5. PURCHASER'S CONDITIONS PRECEDENT. The Offer is subject to the Purchaser satisfying or waiving the following conditions precedent in its sole, absolute and unfettered discretion (the "Purchaser's Conditions Precedent") on or before the first business day that is \_\_\_\_\_ ( ) DAYS after acceptance of the Offer (the "Subject Removal Date"):

(a) On or before the Subject Removal Date, the Purchaser will have completed its due diligence searches and investigation into (the Lands, the Building, the Leases) and all other matters it deems relevant and, after such investigation, the Purchaser, in its sole discretion, will be satisfied as to the results of its investigation; and

(b) Subject to the Purchaser conducting and approving a complete feasibility study regarding to the property and proposed developments. The study includes but not limited to zoning, environmental, engineering, physical and geotechnical condition of the property as well as leases and financial statements if any. The Purchaser agrees that during this period, the buyer, his employees, consultants, agents and advisors, upon a reasonable notice, are able to enter to the land and have access to the premises for the purpose of carrying out such reasonable tests, studies, surveys and inspections. The Vendor agrees to fully cooperate with the Buyer in carrying out such tests, studies, surveys and inspections at Purchaser's cost.

(c) The Vendor will sign 'Owner Authorization' forms in case of necessity to facilitate such applications and paperwork within 48 hours of written request. All costs associated with the rezoning and development process are at the sole expense of the Purchaser for the above noted property.

The Purchaser's Conditions Precedent are for the sole benefit of the Purchaser. The Purchaser has the right to waive any of the Purchaser's Conditions Precedent at its sole discretion within the time stipulated. If the Purchaser fails to notify the Vendor, in writing that the Purchaser's Conditions Precedent have been satisfied or waived within the time specified or by such time as may be subsequently agreed to by the Purchaser and the Vendor in writing, then this Offer will

become null and void, the Deposit with accrued interest will be returned in its entirety to the Purchaser and thereafter, neither party shall have any further or continuing obligation to the other under this Offer (except as otherwise specifically provided for in this Offer)

In consideration of the \$10.00 non-refundable to be paid by the Purchaser to the Vendor as part of the Deposit, the receipt and sufficiency of such consideration is hereby acknowledged by the Vendor, the Vendor agrees not to revoke its acceptance of the Offer while it remains subject to the Purchaser's Conditions Precedent.

6. **TENANT ESTOPPEL CERTIFICATES.** The Vendor will use commercially reasonable efforts to obtain on or before the Completion Date an estoppel certificate from each of the commercial tenants, if applicable, under the Leases (the "Estoppel Certificates"). In the event the Vendor is unable to obtain an Estoppel Certificate from such applicable tenants, the Purchaser acknowledges and agrees that in lieu of such tenant's Estoppel Certificate, the Purchaser will accept a certificate from an officer of the Vendor (on the Vendor's behalf) attesting to the same matters contained in the tenant's Estoppel Certificate (the "Vendor's Estoppel Certificate").

7. **ACCESS.** The Purchaser shall, during the period following acceptance of this Offer by the Vendor, up to the Completion Date, have the right to have reasonable access to the Property to conduct its due diligence on the Property, provided that such access will:

- (a) be at reasonable times scheduled by the Vendor at the Purchaser's request, which request must be provided to the Vendor at least 48 hours prior to the Purchaser wanting access to the Property;
- (b) cause no material disruption to the tenants or occupants of the Property; and
- (c) be done at the Purchaser's sole risk and expense.

8. **SERVICE CONTRACTS.** The Purchaser shall advise the Vendor in writing as to which of the existing service contracts that it is interested in assuming and the Vendor shall, within two (2) days after the Vendor's receipt of such notice from the Purchaser, provide the Purchaser with copies of such service contracts. The Purchaser shall, by no later than the Subject Removal Date, notify the Vendor in writing as to which of the service contracts it will assume on the Completion Date (the "Approved Service Contracts").

9. **COMPLETION DATE.** The completion will occur on or before the first business day that is \_\_\_\_\_ (\_\_\_\_) **DAYS** after the removal or waiver of the Purchaser's Conditions Precedent (the "Completion Date") or at such other time as the parties hereto may mutually agree upon.

10. **ADJUSTMENT DATE.** The Purchaser shall assume all taxes, rates, assessments and other charges relating to the Property and will be entitled to receive all income relating to the Property from and including the Completion Date and all adjustments, both incoming and outgoing,

of whatsoever nature that are normally adjusted between a vendor and a purchaser in the sale of property similar to the Property shall be made as of the Completion Date. The Vendor shall not be credited with arrears of rent and other charges owed by the tenants under the Leases, or any of them, to the Vendor but the Purchaser agrees to cooperate with the Vendor in respect of the collection of such arrears.

11. POSSESSION DATE. The Purchaser shall have possession of the Property, subject to the existing tenancies and Permitted Encumbrances, on the Completion Date.

12. VENDOR'S REPRESENTATIONS AND WARRANTIES. The Vendor represents and warrants to the Purchaser, with the intent that the Purchaser shall rely thereon in, for a period of 365 days following the Completion Date, that as of the date hereof and the Completion Date:

(a) the Vendor is the registered and beneficial owner of the Property and has the power to dispose of the same free and clear of all encumbrances save for reservations in the original grant for the crown;

(b) the execution and delivery of this Offer does not conflict with any other agreement binding on the Vendor and will have been, by the Completion Date, duly authorized by all necessary corporate action on the part of the Vendor;

(c) there are no present claims or litigation pending or to the Vendor's knowledge, any claims or litigation threatened with respect to the Vendor, the Property or the occupancy or use thereof by the Vendor which could materially affect the right of the Purchaser to own, occupy or obtain revenue from the Property or materially affect the ability of the Vendor to perform its obligations hereunder;

(d) the Vendor is not aware of any expropriation or other proceedings by the City of Vancouver or any other department or government agency or engineering department or any utility company which has jurisdiction over the Property which may affect the size of the Property, the use of the Property or access to the Property;

(e) on the Completion Date the Vendor will not have any indebtedness to any person or governmental authority which by operation of law or otherwise then constitutes a lien, charge or encumbrance on the Property or which could affect the right of the Purchaser to own, occupy and obtain revenue from the Property save and except for the Permitted Encumbrances;

(f) except as disclosed in the environmental reports and to the best knowledge of the Vendor, the Property does not contain or have a history of containing contaminated fill, urea formaldehyde, asbestos, PCB transformer, or other hazardous, toxic or contaminated materials or substances, or underground storage tanks;

(g) subject to and without limiting the other representations and warranties herein contained, the Property will be maintained and transferred to the Purchaser in substantially the same condition

as inspected by the Purchaser prior to the Subject Removal Date, reasonable wear and tear excepted;

(h) the Vendor is not a non-resident of Canada within the meaning of the Income Tax Act;

(i) the Vendor shall not enter into any lease negotiations for any part of the Property nor alter any Leases without the prior written consent of the Purchaser;

(j) the Leases are the only leases, agreements to lease, offers to lease, licences or occupations or use, whether oral or written, relating to any use or occupation of the Property existing as of the date of acceptance of this Offer by the Vendor; and

(k) the Leases, to the Vendor's knowledge, are valid, subsisting and enforceable in accordance with their terms; and there are no existing disputes between the Vendor and any one or more of the tenants under such Leases and the Vendor has not received any notice from any tenant of such Leases alleging any default by the Vendor or requiring the Vendor to take any action not taken.

13. **VENDOR'S AUTHORIZATIONS.** The Vendor hereby covenants and agrees with the Purchaser to grant authorizations reasonably required by the Purchaser to authorize municipal and statutory authorities to release information confirming compliance with laws, by-laws and other statutory and governmental regulations and in respect of potential statutory liens. Upon the Vendor's receipt of the request for such authorizations from the Purchaser, the Vendor will promptly execute and return by fax or email copy of such authorizations to the Purchaser or the Purchaser's solicitors as soon as is reasonably possible.

14. **ASSIGNMENT.** The Purchaser may assign this Offer without the Vendor's written consent, provided that an assignment of this Offer will not have the effect of relieving the Purchaser of its obligations under this Offer. Moreover, the Vendor is NOT entitled to any profit resulting from an assignment of the contract by the Purchaser or any subsequent assignee (the "Assignment Restriction").

15. **TIME OF ESSENCE.** Time shall be of the essence of this Offer and will remain of the essence notwithstanding the extension of any of the dates hereunder.

16. **SITE PROFILE.** The Purchaser hereby waives any requirements which may exist for the Vendor to provide a site profile under the Environmental Management Act of British Columbia or any regulations thereto.

17. **RISK.** The Property shall be at the risk of the Vendor until the Form A Transfer for the Property (the "Transfer") has been deposited for registration in the Vancouver/New Westminster Land Title Office, and thereafter at the risk of the Purchaser.

18. **FEES AND EXPENSES.** The Purchaser shall bear the cost of all registration fees and property transfer tax payable in connection with the registration of the Transfer and for any GST

and social services tax payable in connections with its acquisition of the Property and will indemnify and hold harmless the Vendor in respect thereto. The Vendor shall bear the cost of clearing title of any financial charges and shall bear the cost of all real estate commissions payable to the Agent.

## 19. CLOSING PROCEDURES.

(a) Not less than 20 Business Days prior to the Closing Date, by delivering written notice to the Vendor, the Purchaser can elect to purchase 100% shares of the company (1081358 BC LTD) on the Closing Date, in lieu of the Vendor delivering the Form A Transfers. If the Buyer elects to purchase the shares of the company as aforesaid, then the purchase and sale of the shares will occur on the Closing Date.

(b) On or before the Completion Date, the Vendor will cause its solicitors to deliver to the Purchaser's solicitors the following documents to be dealt with in accordance with this Section 19:

- i. the Transfer;
- ii. a vendor's statement of adjustments;
- iii. an assignment of the Vendor's interest in any outstanding guarantees, warranties, or indemnities with respect to the Property to the extent that same can be assigned by the Vendor and at no cost to the Vendor;
- iv. an assignment of the Vendor's interest in the Approved Service Contracts to the extent that same can be assigned by the Vendor;
- v. an assignment and assumption agreement in respect of all Leases;
- vi. directions to all tenants in the Property advising of the sale of the Property and directing the tenants to pay future rentals to the Purchaser or as directed by the Purchaser;
- vii. Estoppel Certificates for the commercial tenants or Vendor's Estoppel Certificate for those commercial tenants which the Vendor could not obtain an Estoppel Certificate from;
- viii. an updated rent roll;
- ix. a statutory declaration of an officer of the Vendor that the Vendor is not a non resident of Canada for the purpose of the Income Tax Act (Canada);
- x. an assignment to the Purchaser of the Licenses, if any, to the extent that the same can be assigned by the Vendor and at no cost to the Vendor;
- xi. a certificate of an officer of the Vendor certifying that to the officer's knowledge, the representations and warranties of the Vendor contained in this Agreement are true and correct in all material respects on the Completion Date and that all covenants of the Vendor contained in this Agreement have been performed in all material respects;
- xii. termination of the Trust Declaration;
- xiii. certified copies of resolutions of the Vendor and its shareholders, if required; and
- xiv. such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser's solicitors and the Vendor's solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Purchaser, title to the Property free and clear of any lien, charge, encumbrance or legal notation other than the Permitted Encumbrances.

At least one day prior to the Completion Date, the Purchaser shall execute and deliver to the Purchaser's solicitors all documents contemplated by this Section 19(a) which require execution or delivery by the Purchaser, together with the GST Certificate referred to in Section 20. All documents referred to in this Section 19(a) shall be dated as of the Completion Date.

The closing documents contemplated by this Section 19(a) will be prepared by the Purchaser's solicitors, for approval by the Vendor's solicitors, and delivered by the Purchaser's solicitors to the Vendor's solicitors at least 3 business days prior to the Completion Date.

(c) On or before the Completion Date, the Purchaser will pay to the Purchaser's solicitors in trust the amount provided for in Section 2(c) of this Offer, less the amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser. All documents and cheques or bank drafts and other items delivered by the Purchaser and the Vendor, except the Transfer, will be held in trust by the Purchaser's solicitors in the Purchaser's solicitor's offices and will be dealt with in accordance with this Section 19.

(d) Forthwith following receipt by the Purchaser's solicitors of the payment pursuant to Section 19(b) and the documents and items referred to in Section 19(a), duly executed by the Vendor and the Purchaser, as applicable, and confirmation that all requirements for any mortgage financing arranged by the Purchaser have been satisfied or waived other than for the filing for registration of security therefore, the Purchaser will cause the Purchaser's solicitors to file the Transfer in the appropriate Land Title Office on the Completion Date concurrently with any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property.

(e) Forthwith following the filing referred to in Section 19(c) and upon the Purchaser's solicitors being satisfied as to the Purchaser's pending title to the Property after conducting a post filing registration check of the property index for the Property disclosing only the following:

- (i) the existing title number(s) to the Property;
- (ii) the Permitted Encumbrances;
- (iii) pending numbers assigned to the Transfer and the discharge of the existing Notice of Interest that is registered against the title to the Property;
- (iv) pending numbers assigned to any charges granted by the Purchaser including any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property; and
- (v) any encumbrances to be discharged pursuant to solicitor's undertakings in accordance with Section 19(e)

the Purchaser will cause the Purchaser's solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the purchase of the Property, to release from escrow to the Vendor's solicitors on the Completion Date any documents referred to in Section 19(a) which have been executed by the Purchaser, and a bank draft or



certified trust cheque for the balance due to the Vendor pursuant to Section 2(c).

(f) The Purchaser acknowledges and agrees that if the Vendor's title to the Property is subject to any financial encumbrance which the Vendor is required to discharge pursuant to this Offer, the Vendor will not be required to clear title prior to the receipt of the net sales proceeds but will be obligated to do so within a reasonable time following closing and the Purchaser will pay, or cause its solicitors to pay the balance of the adjusted Purchase Price to the Vendor's solicitors in trust on solicitor's undertakings satisfactory to the Purchaser's solicitors and the Vendor's solicitors, to discharge such financial encumbrances.

(g) It is a condition of this Offer that all matters of payment, execution and delivery of documents by each party to the other and the registration and indexing of documents in the Land Title Office, all pursuant to the terms hereof, are deemed to be concurrent requirements and it is specifically agreed that nothing will be completed at the closing until everything required as to be paid, executed and delivered on closing has been paid, executed and delivered in accordance with this Offer and until the Transfer has been accepted and deposited as contemplated herein.

20. GST. Any government sales tax ("GST") applicable to the transfer of the Property will be in addition to (and not included in) the Purchase Price. At least three business days before the Completion Date, the Purchaser will deliver to the Vendor a certificate, signed by a senior officer of the Purchaser, verifying the Purchaser is registered for the purposes of Part IX of the Excise Tax Act, stating the Purchaser's GST registration number, stating that the Purchaser will account for GST in respect of the purchase of the Property in accordance with the Excise Tax Act and acknowledging that the Vendor is relying on the certificate. If the Purchaser fails to deliver such certificate or is not registered for GST purposes on the Completion Date, the Purchaser will pay to the Vendor as part of the closing procedure the GST applicable to the purchase and sale of the Property.

21. CONFIDENTIALITY. Unless the transaction is completed, the Purchaser covenants that it will not disclose to any third party the existence, contents or effect of this Offer or any documents, materials or information (including the Deliverables) provided pursuant to or obtained in relation to this Offer, without the prior written consent of the Vendor, except that the Purchaser may disclose the same to its directors, officers, employees, inspectors, lenders, agents, bankers, advisors, consultants and such other persons as may reasonably be required and except that the Purchaser may disclose the same as required by law. The Purchaser covenants that it will cause any person to whom any such confidential information is disclosed by it not to disclose the same in accordance with the foregoing.

22. AGENCY. In accordance with the Code of Ethics of the Canadian Real Estate Association, \_\_\_\_\_  
\_\_\_\_\_ (the "Vendor's Agent") has disclosed that it is representing the Vendor in this transaction.

The Vendor will be responsible for any commission payable to \_\_\_\_\_ pursuant to a

separate agreement.

23. MANAGEMENT OF THE PROPERTY. The Vendor shall continue to operate and manage the Property until the Completion Date as would a prudent owner of property of comparable type, age, class and location.

24. ENUREMENT. This Offer will ensure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.

25. EXECUTION BY COUNTERPART AND FACSIMILE. This Offer may be executed in as many counterparts as may be necessary and delivered by facsimile, and each of which so signed will be deemed to be any original, and such copies together will constitute one and the same instrument.

26. SHARE TRANSFER. The Vendor and Purchaser acknowledge that the Nominee holds title to the Property as a bare trustee for the Vendor. The Purchaser may provide written notice to the Vendor of its election to complete the Purchase of the Property by purchasing all of the issued and outstanding shares of the Nominee (the "Shares"), free and clear of any and all liens, encumbrances, and defects to title, save and except for those expressly contemplated by this Agreement, provided that the Purchaser's written notice of its election to purchase the Shares shall be provided to the Vendor not less than \_\_\_\_\_ (\_\_\_) days prior to the Completion Date.

27. ACCEPTANCE. This Offer is irrevocable and shall be open for acceptance until \_\_\_\_\_ P.M. (PST), \_\_\_\_\_, 20\_\_\_\_ (the "Acceptance Date") and, upon acceptance, will constitute a binding agreement for the purchase and sale of the Property on the terms and conditions contained herein. In the event that this Offer is not accepted on or before the aforesaid time and date, then this Offer shall be null and void.

The Purchaser has executed this Offer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (Purchaser)

PER:  
Authorized Signatory \_\_\_\_\_

The Vendor has accepted and executed this Offer or Counter Offer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PER:  
Authorized Signatory \_\_\_\_\_

PER:

Authorized Signatory \_\_\_\_\_

## SCHEDULE A - TITLE

## SCHEDULE B – SHARE OPTION

### 1. CONSTRUCTION

If the Purchaser exercises its option under section 26 above, then the following terms of this Schedule B will apply and, to the extent any such terms are inconsistent with any terms elsewhere in this Offer to Purchase, the provisions of this Schedule B will prevail.

### 2. SALE PRICE

The Purchaser covenants and agrees to purchase from the Vendor

- (a) the Shares for \$\_\_\_\_\_; and
- (b) all of the beneficial interest of the Vendor in the Property for the Sale Price less \$\_\_\_\_\_.

### 3. VENDOR'S ADDITIONAL REPRESENTATIONS AND WARRANTIES:

The Vendor represents and warrants that:

- (a) the Nominee is a body corporate duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia with respect to the filings of annual returns:
- (b) the Nominee has the corporate power capacity and authority to hold legal title to the Property in trust for the Vendor;
- (c) the Nominee has no beneficial interest in the Property and has carried on no business or activity of any kind other than holding legal title to the Property in trust for the Vendor and dealing with the Property on behalf of and as directed by the Vendor;
- (d) the records and minute book of the Nominee including the share certificates; register of members, register of transfers, register of directors and register of encumbrances have been maintained as required by all governing laws, are accurate, complete and current minutes of all meetings and all resolutions passed by the directors and shareholders of the Nominee since the date of incorporation of the Nominee;

(e) the Vendor is the registered and beneficial owner of the Shares which have been duly and validly allotted and issued and are fully paid and non-assessable and are beneficially owned by the Vendor free and clear of any lien, charge, claim, option, set-off or encumbrance voting agreement, voting trust or other agreement limitation or restriction of any nature;

(f) no director or officer or former director or officer, of the Nominee has made or asserted or will be entitled to make or assert, any claim of any nature against the Nominee or the Property;

(g) neither the Nominee nor the Property and are subject to any guarantee, indemnity or other contingent or direction obligation with respect to the obligation of any other person except with respect to liabilities under documents executed by the Nominee in its capacity as nominee for the Vendor;

(h) neither the Vendor nor any other person has or will have any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option to require the Nominee to allot or issue any further or other shares or any other security or other instrument convertible or exchangeable into shares or to convert or exchange any security or other instrument into or for shares or for the allotment or issuance of any of the unissued shares of the Nominee;

(i) as of the Completion Date, the Nominee will have no direct or indirect liabilities of any kind, whether or not accrued, and whether or not known or unknown, determined or undetermined, contingent or otherwise, in respect of which the Nominee is or may be liable on or after the Completion Date except with respect to liabilities under other documents executed by the Nominee in its capacity as nominee for the Vendor;

(j) the Nominee has no liability, contingent or otherwise, for taxes, and has made no elections under any income tax legislation and has not been required to file any federal or provincial tax return; and

(k) the Nominee has no employees.

These representations and warranties will not merge on the Completion Date and will continue in full force and effect for the benefit of the Purchaser after the Completion Date.

#### 4. CLOSING DOCUMENTS

The Nominee and Vendor will execute and provide to the Purchaser together with the other closing documents required in the Offer to Purchase, the following;

(a) an unregistered beneficial transfer conveying the Property to the Purchaser subject only to the Permitted Encumbrances;

- (b) a written direction from the Vendor to the Nominee that from and after the Completion Date the Nominee will hold legal title to the Property in trust for the Purchaser or as directed by the Purchaser;
- (c) a release by the Vendor of all claims against the Nominee;
- (d) resolutions causing to be elected as director and officers of the Nominee to replace the existing directors and officers of the Nominee with such persons the Purchaser may direct;
- (e) resignations in writing of the existing directors and officers of the Nominee and full releases in favor of the Nominee from each existing director and officer of the Nominee;
- (f) certified copies of resolutions of the directors of the Nominee authorizing the transfer of the Shares to the Purchaser, the registration of the Shares in the name of the Purchaser and issuance of a new share certificate representing the Shares in the name of the Purchaser;
- (g) the share certificate(s) representing all the Shares duly endorsed for transfer to the Purchaser and a duly executed share certificate in the name of the Purchaser representing all of the Shares;
- (h) all records, books of account, financial records, and tax returns of the Nominee including, without limitation, minute books, share register books, share certificate books, annual reports and agency and trust agreements; and
- (i) the common seal of the Nominee.

Additional Terms -1;

Additional Terms – 2;