

**FIRST AMENDMENT TO
DISCLOSURE STATEMENT
OF
RESIDENCE THREE &
RESIDENCE FOUR**

DATE OF ORIGINAL DISCLOSURE STATEMENT: June 9, 2021

DATE OF THIS FIRST AMENDMENT: January 7, 2022

NAME OF DEVELOPER: McCALUM DEVELOPMENTS INC.

ADDRESS FOR SERVICE: 201 - 300 Gorge Road West
Victoria, BC V9A 1M8

MAILING ADDRESS OF DEVELOPER: 201 - 300 Gorge Road West
Victoria, BC V9A 1M8

This Amendment to the Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Amendment to the Disclosure Statement, or whether the Amendment to the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

1. First Amendment

To delete page 3 in its entirety.

2. Second Amendment

At page 8, paragraph 2.1, second paragraph and second to last line, to delete the word "not".

3. Third Amendment

At page 15, paragraph 4.1, fourth line from the bottom of the page, to delete the word "four" and to replace it with the word "three".

4. Fourth Amendment

At page 20, paragraph 6.1, to delete all of the 2nd paragraph and replace it with the following:

"The developer has obtained building permits for the underground garage and both building three and building four, as permit numbers BLD21-0234; BLD21-037 and BLD21-0240."

5. Fifth Amendment

At page 21, paragraph 7.1, the last line, to delete the line, "A Building Permit has not yet been issued".

6. Sixth Amendment

To delete Exhibit "G" and replace it with Exhibit "G" attached

Signatures

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

The foregoing statements disclose, without misrepresentation, all material facts related to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of January 7, 2022.

McCALLUM DEVELOPMENTS INC.
by its authorized signatory:



All Directors in their Personal Capacity:



CLIFFORD LESLIE CURTIS



STEWART RICKY GORDON



KEVIN DOUGLAS PARKER



KENT WILLIAM SHELDRAKE

EXHIBIT "G"

McCALLUM DEVELOPMENTS INC.

RESIDENCE THREE AND RESIDENCE FOUR, LANGFORD, VICTORIA, BRITISH
COLUMBIA

OFFER TO PURCHASE AND AGREEMENT FOR SALE

The Vendor: McCALLUM DEVELOPMENTS INC.
201 - 300 Gorge Road West
Victoria, BC V9A 1M8

1.1 The Purchaser(s):

Full Name: _____

Full Name: _____

Address: _____

Email: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

(collectively the "Purchaser")

1.2 The Purchaser, _____, (name) is / is not [please circle one] registered for the purposes of the *Goods and Services Tax Act*.

1.3 Purchaser's Solicitor (if known): _____

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1.4 The Purchaser hereby offers to purchase from the Vendor the following:

- a) proposed strata lot _____, of Lot _____ copies of which plans are attached as Schedule "A". The present legal description of the property is set out in Schedule "A". The Civic will be: _____
- b) the equipment, appliances and furnishings set forth in Schedule "B" to this Agreement (the "Equipment");

which strata lot and Equipment are collectively referred to as the "Strata Lot".

- 1.5
- (a) Included in the terms and conditions of this Contract are the terms and conditions set out in Schedule "C" attached.
 - (b) This Contract is conditional upon the additional conditions set out in Schedules D and _____.
 - (c) Schedules "A", "B", "C", "D" and "E" and attached hereto form an integral part hereof. The Purchaser acknowledges that he/she has read all paragraphs and schedules of this Agreement.

1.6 The purchase price for the Strata Lot is \$ _____ (the "Purchase Price") payable in lawful money of Canada. The Purchase Price includes Goods and Services Tax.

1.7 A deposit equal to \$ _____, not to exceed 10% of the Purchase Price, (the "Initial Deposit") will be paid within 24 hours of removal of all conditions precedent, by way of bank draft, direct deposit or wire transfer.

1.8 The completion date for the purchase of the Strata Lot is _____.

1.9 The possession date is 5:00 p.m. on the day after the Completion Date. The Adjustment Date is the Completion Date.

1.10 AGENCY DISCLOSURE: The Vendor and the Purchaser acknowledge having received, read and understood the disclosure published by the BC Financial Services Authority entitled *Your Relationship with a Real Estate Professional* and acknowledge and confirm as follows:

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a) The Vendor has an Agency relationship with

Todd Mahovlich, Personal Real Estate Corporation, Justine Connor
c/o Royal LePage Coast Capital Realty
132B - 2945 Jacklin Road
Victoria, BC V9B 5E3
Phone: 250-474-4800
Fax: 250-474-7733
Email: westshorerlp@shaw.ca

Royal LePage Coast Capital Realty (brokerage) and Todd Mahovlich, Personal Real Estate Corporation, Justine Connor (licensee)

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b) The Purchaser acknowledges having received, read and understood the BC Financial Services Authority disclosure form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Purchaser has an agency relationship with:

_____ (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to:

_____ (Brokerage)

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c) If only (a.) has been completed, the Purchaser acknowledges having received, read and understood the BC Financial Services Authority disclosure "Disclosure of Risks to Unrepresented Parties" from the Vendor's agent listed in (a.) and hereby confirms that the Purchaser has no agency relationship.

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The Purchaser acknowledges receipt from the Vendor of a true copy of the Disclosure Statement dated June 9, 2021 and any amendments, and having had an opportunity to read, review and make inquiries prior to signing this Agreement

The purchaser hereby consents to receive the Disclosure Statement and any amendments thereto, by email to the following email address:

_____.

1.11 This offer is open for acceptance by the Vendor on or before 5:00 p.m. Pacific time on _____, 20____ and upon acceptance by the Vendor by signing a copy of this Offer, there shall be a binding agreement of purchase and sale of the Strata Lot for the Purchase Price, on the terms and conditions herein contained.

DATED at Langford, British Columbia, this ____ day of _____, 20____.

WITNESS:

_____) _____
Signature) Purchaser

_____) _____
Name of Witness) Purchaser

_____) _____
Signature) Purchaser

_____) _____
Name of Witness) Purchaser

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This Offer to Purchase is accepted by the Vendor at Langford, British Columbia, this ____ day of _____, 20__ (the "Acceptance Date").

McCALLUM DEVELOPMENTS INC.
by its authorised signatory/ies

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SCHEDULE "A"

PARENT PROPERTY:

PID: 031-042-500

District of Langford

Lot A, Section 11, Esquimalt District, Plan EPP110139

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SCHEDULE "B"

Refrigerator

Stove

Dishwasher

Washer

Dryer

Microwave Oven

Hood Fan

Electric Fire Place

_____ Parking Stall(s) to be allocated by the Developer.

Blinds

1 Storage Locker to be allocated by the Developer.

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SCHEDULE "C"
ADDITIONAL TERMS AND CONDITIONS

1. **The Deposit shall be held** in trust by Royal LePage Coast Capital Realty on behalf of the Vendor. No interest on the Deposit will be paid to the Purchaser. In the event that the Vendor fails to complete this transaction on the Completion Date then the Deposit shall be refunded forthwith to the Purchaser. The Vendor shall not be responsible for any damages or expenses incurred by the Purchaser as a result of any failure of the Vendor to complete this transaction, other than return of the Deposit as provided for herein.

2. **Completion, Possession and Adjustment Date:** The balance of the Purchase Price for the Strata Lot after taking into account the Deposit paid to the Vendor shall be paid on the completion date (as hereinafter defined). Any extension of the Completion Date may only be made by the mutual agreement of the Vendor and the Purchaser. The parties agree that the Completion Date may always be extended by way of notice provided by the Vendor for a period equivalent to the amount of time lost in completion of construction of the Strata Lot by reason of unforeseen circumstances including, without limitation, time lost from strikes, lockouts, climatic conditions, acts or delay of Governmental Authorities, delay in supply of materials, fire, explosion, Acts of God, or other circumstances beyond the exclusive control of the Vendor.

3. **If the Strata Lot is not ready to be occupied or the titles to the Strata Lot is not raised by the Land Title Office on the Completion Date,** then the Vendor may delay the Completion Date from time to time as required by the Vendor until the Strata Lot is ready to be legally occupied or the title is raised, by the notice of such delay to the Purchaser or the Purchaser's solicitors, provided that the Vendor gives the Purchaser or the Purchaser's solicitors not less than 24 hours notice of such extended Completion Date. Whether the Strata Lot may be legally occupied refers to the Strata Lot only and not to any other strata lot or the common property within the development, and the Strata lot will be deemed to be so legally occupiable on the Completion Date if the local municipal or city authority has given oral or written permission to occupy the Strata Lot, whether such permission is conditional or unconditional.

4. Pursuant to the laws of British Columbia and pursuant to the *Builders Lien Act* and the *Strata Property Act*, if the Completion Date occurs within 55 days from the substantial completion of the Property then seven (7%) per cent of the sale price will be held back from the proceeds of sale by the Vendor's solicitor. A certificate of substantial completion by the project architect or engineer will verify substantial completion of the Property. The actual occupancy permit for any strata unit may not be issued by the City of Langford until all strata units and exterior works have been completed. The Developer will deliver to the Purchaser's solicitor on or before closing a Certificate of Substantial Completion executed by the architect or engineer of the project and the Buyer will then complete this transaction without delay on The Completion Date. It is acknowledged and agreed that the Vendor will deliver the occupancy permit for the whole development to the strata council within

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30 days after the final unit is completed and the Vendor understands that the Developer may not deliver an occupancy permit at closing. The lien holdback will be held in trust solely in respect of lien claims registered in the Land Title Office in connection to the work done at the behest of the Vendor. The Vendor's solicitors are authorised to invest the lien holdback in an interest bearing trust account and pay the Vendor on the 56th day after the Completion Date the lien holdback plus interest, if any, accrued thereon less the amount of any builder's lien claims filed against the Property of which the Purchaser or his/her solicitor notify the Vendor's solicitor in writing by 1:00 p.m. on that day.

5. Completion: On the Completion Date, the Vendor will transfer title to the interest in the Strata Lot to the Purchaser, subject to the exceptions listed in section 23(1) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:

- i) the legal notations set out in the Disclosure Statement;
- ii) the encumbrances set out in the Disclosure Statement and any amendments to the Disclosure Statement;
- iii) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;

(the "Permitted Encumbrances")

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances.

The Purchaser acknowledges and agrees that the Vendor will be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Strata Lot. The Purchaser's solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date to Vendor's solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Strata Lot. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Form A Freehold Transfer and new mortgage documents have been lodged for registration at the Victoria Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

- A) deposited in trust with its solicitor the cash balance of the Purchase Price not being financed by the mortgage;

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- B) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- C) made available to the Vendor's solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Form A Freehold Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

6. **Receipt of Payment:** The Purchase Price must be received by the Vendor's lawyers, Anniko Hunter Law Corporation, by 2:00 p.m. on the Completion Date. If not so received, and without prejudice to the Vendor's other remedies, the Purchaser agrees to pay interest forthwith on the adjusted Purchase Price, at the rate of 10% per annum compounded daily, from and including the date fixed for completion of the purchase.

7. **Costs/GST/SST:** The Purchaser shall assume and pay where applicable all real property taxes, Social Services Tax ("SST"), Federal Goods and Services Tax ("GST") on the value of the Strata Lot, Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date. This sale is subject to GST. The Purchase Price does include GST. On completion, if applicable, the rebate amount will be credited against the GST otherwise payable. The Purchaser may assign the GST rebate to the Vendor and sign and deliver the application for the rebate and a certificate as to eligibility for it. The Vendor is responsible for remitting the appropriate GST.

8. **Strata Lot:** The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed strata plan attached to this Agreement and the Disclosure as Schedule "A", as amended from time to time in accordance with amendments to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with the plans approved for building permit by the City of Langford together with any changes approved by the City of Langford from time to time. In the event that the Vendor determines, in its discretion, that it will not construct the Strata Lot, it may terminate this Agreement, in which event the Deposit shall be refunded to the Purchaser and the Purchaser shall have no further recourse.

9. The Strata Lot is the dwelling unit to be built in accordance with the plans and specifications as part of the Development. The dwelling unit is to be located in the area identified by the strata lot number set out in section 1.4 hereof on the proposed strata plan attached to the Disclosure Statement as Exhibit "A", as amended from time to time in accordance with amendments to the Disclosure Statement. The Strata Lot will include that equipment set out in Schedule "B" hereto. The Vendor may substitute materials and equipment of reasonable equivalent quality and may make modifications to the features, dimensions and design of the Development and to the Strata Lot as are in the opinion of the Vendor desirable and reasonable, and may use materials other than as prescribed in the plans and specifications, all without compensation to the Purchaser.

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10. The square footage area of the Strata Lot may vary from that set out in the proposed strata plan referred to in section 1.4 by 5% without compensation to the Purchaser. The square footage set out in the proposed strata plan is measured in accordance with standard Surveyor's practice and may not accurately reflect actual usable square footage.

11. Service Facilities: The Purchaser acknowledges that the Development will include service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, heat pumps, mechanical equipment, vents, ducts, fans and other such facilities and equipment. These service facilities will be located within the Development as required by municipal authorities and any other government authorities having jurisdiction or recommended by the Vendor's consultants. The Purchaser acknowledges the current plans for the Development may not indicate the location of all such service facilities and the Vendor reserves the right to relocate, add, and/or delete all or a portion of the service facilities as is deemed necessary by the Vendor, without compensation to the Purchaser. The Purchaser acknowledges that these service facilities are located throughout the building and may in some form be adjacent to a particular strata lot.

12. The civic address, the suite and strata lot numbers relating to the Strata Lot, and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Vendor without compensation to the Purchaser.

13. Inspection: The Strata Lot shall be inspected at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies shall be prepared including the dates by which corrections are to occur. The Vendor and the Purchaser or designated inspector shall sign the list and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed corrections. The Purchaser hereby acknowledges and agrees that neither the Purchaser nor its representative for inspection, other representatives, agents or assigns will be allowed access to the Strata Lot, or any part of the Development, except for the purposes of this inspection prior to the Completion Date, except with the express written authorization of the Vendor. There shall be no holdback for the listed deficiencies. The Vendor shall complete the deficiencies within 30 days of Completion.

14. Transaction Documents: It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a Transfer, in registrable form and a Statement of Adjustments at least five (5) days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents and delivery of the purchaser monies to the Vendor. The Vendor shall bear all costs of providing clear title to the Strata Lot in accordance with section 6.

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15. Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

16. **Time of the Essence:** Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, including increases in the amount of the Deposit as provided herein, then the Vendor may terminate this Agreement and in addition to any other remedy available to the Vendor, the Deposit paid to the date of termination shall immediately and absolutely be forfeited to the Vendor on account of damages and without prejudice to any other remedy of the Vendor. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocable authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor.

17. **Risk:** The Strata Lot shall be at the risk of the Vendor until the Form A Freehold Transfer of the interest in the Strata Lot has been accepted for registration in the Victoria Land Title Office and thereafter at the risk of the Purchaser.

18. The Purchaser has no right to assign its interest in this Contract without the written consent of the Vendor. The Purchaser may not assign their interest in this Contract until the Deposit is paid in full and thereafter without the prior written consent of the Vendor. No permitted assignment by the Purchaser will release the Purchaser from their obligations under the Contract. This Contract creates personal obligations between the Purchaser and the Vendor and does not create an interest in the Lands. The Purchaser may not register any caveat or other charge against title. The Purchaser shall pay the Vendor an administration fee for any assignment of this Contract or conveyance of the Property other than to the Purchaser named above, provided that the Vendor will waive such fee for an assignment to a spouse, child or parent of the Purchaser on receipt of evidence of such relationship satisfactory to the Vendor.

18.1 The Purchaser can not assign the contract to a new Purchaser without the written consent of the Vendor. A fee may be charged for any assignment consented to by the Developer.

Without the Developer's prior consent, any assignment of a purchase agreement 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 purchaser under the purchase agreement to another person or is a subsequent transfer.

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

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Before the developer consents to an assignment of a purchase agreement, the developer 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 identity;
- (b) The party's contact and business information;
- (c) The terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosure 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.

19. **Sale:** The Purchaser shall not advertise or offer the Strata Lot for sale prior to the Completion Date without the prior consent of the Vendor, which consent may be withheld at the discretion of the Vendor. In the event the Vendor gives its consent to the advertising or offering of the Strata Lot for sale prior to the Completion Date, the Vendor will require as a term of such consent that the Vendor's sales staff or contract sales agent offer the Strata Lot for sale on behalf of the Purchaser.

20. **Privacy Consent:** The Purchaser consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:

- a) to complete the transaction contemplated by this Agreement;
- b) to engage in business transactions including securing financing for the construction of the Development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects;
- e) additional purposes identified when or before the information is collected.

21. **Miscellaneous Provisions:** All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

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22. The Vendor is a resident of Canada within the meaning of the *Income Tax Act (Canada)*.
23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All covenants and agreement herein shall survive the Completion Date and not merge.
24. **Entire Agreement:** This Agreement is the entire agreement between the parties and there are no other representations, warranties, conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-formas provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Strata Lot to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.
25. **Governing Law:** It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia.
26. **Notices:** Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile, or sent by prepaid mail to the Vendor or to the Purchaser 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 facsimile then on the day of transmission, and if mailed, then on the third business day after the day of mailing.
27. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitor or notary. Any documents or money to be tendered on the Vendor shall be tendered, if money, by way of solicitor's trust cheque and shall be delivered at the Purchaser's expense to the Vendor's solicitor.

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28. RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A Purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and the regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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SCHEDULE "D"
ADDITIONAL TERMS AND CONDITIONS

BUYER FINANCING: Subject to the Buyer arranging mortgage financing on or before _____ for an amount, at an interest rate, and on terms and conditions satisfactory to the Buyer. *This condition is for the sole benefit of the Buyer.*

PROPERTY INSPECTION: Subject to the Buyer obtaining and approving an inspection report of the Property on or before _____. Upon first receiving reasonable notice, the Seller will permit the Buyer and a representative of the Buyer's Brokerage to have access to the Property to conduct inspections. *This condition is for the sole benefit of the Buyer.*

STATE OF PROPERTY TITLE: Subject to the buyer being satisfied with the state of title to the Property, including without limitation, the nature of each charge and legal notation registered on the title of the Property on or before _____. *this condition is for the sole benefit of the Buyer* The Buyer acknowledges and accepts that on completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

FIRE/PROPERTY INSURANCE: Subject to the Buyer obtaining approval for fire/property insurance, satisfactory to the Buyer, on the Property on or before _____. *This condition is for the sole benefit of the Buyer.*

PROPERTY DISCLOSURE: Subject to the Buyer on or before _____ approving the Property Disclosure Statement with respect to the information that reasonably may adversely affect the use or value of the Property. *This condition is for the sole benefit of the Buyer* If approved, such Disclosure Statement will be incorporated into and form part of this Contract of Purchase and Sale. The Seller will provide the Property Disclosure Statement within 24 hours of acceptance of this offer.

SUBJECT TO the Buyer's lawyer approving the terms and conditions of the Contract on or before _____. *This condition is for the sole benefit of the Buyer.*

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SUBJECT TO the Buyer entering into an unconditional agreement to sell the Buyer's property at _____, on or before _____.
This conditions if for the sole benefit of the Buyer.

However, the Seller may deliver a written notice to the Buyer requiring the Buyer to remove all conditions from the contract within _____ hours of the delivery of the notice, not to include Sundays and Statutory Holidays. Should the Buyer fail to remove all the conditions before the expiry of the notice period, the contract will terminate.

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