

Grand Forks Realty Ltd.

P.O. Box 2050, 272 Central Avenue, Grand Forks, BC, V0H 1H0
Office: 250-442-2711 Fax: 250-442-5144
Email: gfrealty@shaw.ca Website: www.grandforksrealestate.ca

TRANSACTION RECORD SHEET

October 05, 2018

Seller: STELLA-JONES CANADA INC., **Phone:** Ian Stewart [REDACTED]
775 Highway 395, Christina Lake, BC, V0H-1E0

Seller's Lawyer/Notary: Nixon Wenger , **Attention:** Jonathon Jones

301 2706 30 Avenue, Vernon, BC V1T 2B6,
Phone: [REDACTED]
Fax: [REDACTED] **Email:** [REDACTED]

Buyer: TAYLOR, Jason **Phone:** [REDACTED]
10500 Granby Road, Grand Forks, BC V0H 1H1

Buyer's Lawyer/Notary: Leon Pigott, **Attention:**
1-560 Baker St, Nelson, BC V1L 4H9 , ,
Phone: [REDACTED] **Fax:** [REDACTED] **Email:** [REDACTED]

Property Sale of: 775 Highway 395, Christina Lake, BC, V0H-1E0

Sale Price: \$840,000.00

Closing Scheduled For: October 16, 2018

Gross Commission Payable	\$	16,450.00 (3.5% on first \$100,000 & 1.75% on balance)
GST on Commission	\$	822.50
Total Commission & GST	\$	17,272.50
Less Trust Deposit	\$	25,000.00
Due to Grand Forks Realty Ltd.	\$	-7,727.50

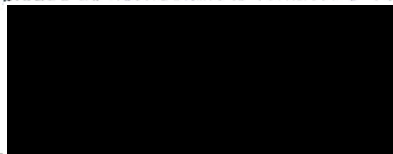
Our reference number is: S-2018101 **Our GST #:** 100899913RT

Attached are the following:

- Contract of Purchase & Sale
- Transaction Record Sheet
- Addendum _____
- Subject Removal _____
- Copy of Certificate of Title
- Copy of Easement/Covenant
- Copy of Trust Deposit
- Copy of Property Disclosure Statement

Upon completion of the transfer, please forward to our office the balance due and kindly advise of the Registration Filing Number. We trust you will find the above to be in order. If you have any questions, please do not hesitate to contact the Listing and/or Selling Agent, or Leanne Babcock in office administration. Thank you.

Sincerely,



Listing Agent:

Selling Agent: Kerl Dodds

**CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE
INFORMATION ABOUT THIS CONTRACT**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - a. The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
 - b. The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - c. The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - d. The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents **AT LEAST TWO DAYS** before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday or Sunday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clauses 7.1 and 18) The Buyer should make arrangements through the real estate licensee for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clauses 8.1 and 19) The Buyer and Seller should consider any additional adjustments that are necessary given the nature of the Property and how any costs are payable by tenants and whether the Seller holds any of the tenant's funds with respect to such costs.
6. **TITLE:** (Clause 22) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 22 and Schedule 22, which are staying on title before becoming legally bound. If you as the Buyer are taking 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.
7. **CUSTOMARY COSTS:** (Clause 31) 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:
 - 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,
 - investigating 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).

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Clause 19.

8. **RISK:** (Clause 32) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Buyer pays the balance of the funds into trust. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves:
 - a building under construction
 - an operating business with or without employees being hired
 - a sale and purchase of shares in the owner of the Property
 - the purchase of a leasehold interest
 - other special circumstances
 additional provisions, not contained in this form, may be needed, and professional advice should be obtained.



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: Exclusive Listing DATE: May 9, 2018

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

PART 1 - INFORMATION SUMMARY

1. Prepared By		
1.1 Name of Brokerage	Grand Forks Realty Ltd	
1.2 Brokerage Address	Box 2050	Grand Forks V0H 1H0
1.3 Licensee's Name	Kenneth Dodds	Phone No. [REDACTED]
1.4 Personal Real Estate Corporation		
1.5 Licensee's Email Address	[REDACTED]	Fax No.
1.6 Brokerage Phone No.	[REDACTED]	Fax No. [REDACTED]
2. Parties to the Contract		
2.1 Seller	Stella-Jones Canada Inc.	
	Seller	
2.2 Seller's Address	3100 Cote Vertu Suite 300	Saint Laurent QC H4R 2J8
2.3 Seller's Phone No.		Fax No.
2.4 Seller's Email Address		
2.5 Seller's Incorporation No.	913533-2	2.6 Seller's GST No.
2.7 Buyer	Jason Taylor	
	Buyer	
2.8 Buyer's Address	36 Chase Road PO Box 525	Christina Lake BC V0H 1E0
2.9 Buyer's Phone No.		Fax No.
2.10 Buyer's Email Address		
2.11 Buyer's Incorporation No.		2.12 Buyer's GST No.
3. Property		
3.1 Civic Address of Property	775 Highway 395	Christina Lake BC V0H 1E0
3.2 Legal Description of Property	Lot 2 District Lot 312 SDYD Plan 39263 excepts plan KAP60786 and KAP80226	
	PID 010-030-263	
4. Purchase Price	\$840,000.00	Clause
	Eight Hundred Forty Thousand	14
	Dollars	

[REDACTED] [REDACTED]

INITIALS

PROPERTY ADDRESS

5. Deposit		Clause
5.1	Deposit To Be Provided By The Following Date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> Date _____ <input checked="" type="checkbox"/> other upon subject removal _____	15
5.2	Amount of Deposit \$25,000.00	15
5.3	Deposit To Be Paid In Trust To Grand Forks Realty Ltd	15
6. Completion Date		
6.1	Completion Date October 1, 2018	17
7. Possession Date		
7.1	Possession Date October 2, 2018	18
7.2	Vacant Possession Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	7.3 All Existing Tenancies Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Adjustment Date		
8.1	Adjustment Date October 1, 2018	19
9. Viewing Date		
9.1	Viewing Date April 26, 2018	21
10. Agency Disclosure		
10.1	Seller's Designated Agent Licensee _____ Licensee _____ Brokerage _____	38A
10.2	Buyer's Designated Agent Licensee _____ Licensee _____ Brokerage _____	38B
10.3	Limited Dual Agency Designated Agent Licensee <u>Kenneth Dodds</u> Licensee _____ Brokerage <u>Grand Forks Realty Ltd</u>	38C
10.4	Date of Limited Dual Agency Agreement May 8, 2018	38C
11. Acceptance		
11.1	Offer Open Until - Date May 11, 2018 Time 5 pm	42
12. Schedules		
15	Deposit Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	15
16A	Buyer's Conditions Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16
16B	Seller's Conditions Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	16
18	Accepted Tenancies Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	18
20A	Additional Included Items Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	20
20B	Excluded Items Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	20
22	Additional Permitted Encumbrances Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	22
23	Additional Seller's Warranties and Representations Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	23
24	Additional Buyer's Warranties and Representations Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	24
41	Additional Terms Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	41

INITIALS

PART 2 - TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 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.
- 16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- 17. COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
- 18. POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
- 19. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, 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 the date specified in Clause 8.1 (the "Adjustment Date").
- 20. INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, 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, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.

[Redacted Signature Area]

INITIALS

21. **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 the date specified in Clause 9.1.
22. **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, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
25. **GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Social Service Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
26. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, certified cheque, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
27. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
28. **TIME:** 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, 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 of Section 26 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
29. **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").
30. **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.
31. **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.

 
INITIALS

PROPERTY ADDRESS

32. **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. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
33. **GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
34. **CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
35. **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.
36. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
37. **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 "Licensee(s)") described in Clause 38, 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 that Multiple Listing Service®, of personal information about the Buyer and the Seller;
- for all purposes consistent with the transaction contemplated herein;
 - 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;
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
- 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.
38. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:
- the Seller has an agency relationship with the licensee specified in Clause 10.1 who is licensed in relation to the brokerage specified in Clause 10.1;
 - the Buyer has an agency relationship with the licensee specified in Clause 10.2 who is licensed in relation to the brokerage specified in Clause 10.2;
 - the Buyer and the Seller have consented to a limited dual agency relationship with the licensee specified in Clause 10.3 who is licensed in relation to the brokerage specified in Clause 10.3 having signed a Limited Dual Agency Agreement having the date specified in Clause 10.4;
 - if only Clause 10.1 has been completed, the Buyer is acknowledging no agency relationship. If only Clause 10.2 has been completed, the Seller is acknowledging no agency relationship.



INITIALS


**CONTRACT OF PURCHASE AND SALE
 FOR COMMERCIAL REAL ESTATE
 SCHEDULE**



MLS NO Exclusive Listing DATE May 8, 2018 PAGE ___ of ___ PAGE 5

RE ADDRESS 775 Highway 395	Christina Lake BC	VOH 1E0
Lot 2 District Lot 312 SDYD Plan 39263 excepts plan KAP60786 and KAP80226		
LEGAL DESCRIPTION		
PID 010-030-263		
FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED May 9, 2018 MADE BETWEEN Jason Taylor AS BUYER AND Stella-Jones Canada Inc. AS SELLER AND COVERING THE ABOVE-MENTIONED PROPERTY THE UNDERSIGNED HEREBY AGREE AS FOLLOWS		
Subject to the Buyer, on or before July 18, 2018 at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$10,000.00 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.		
Subject to the Buyer at the Buyers expense receiving and being satisfied with a site inspection and report from various government agencies and experts, concerning 775 Highway 395 Christina Lake BC on or before July 18, 2018. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.		
Subject to the Buyer, on or before July 18, 2018 searching and approving title to the property against the presence of any charge or other feature, whether registered or pending, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer. Subject to the ^{being} seller will have the bylaw contravention notice, community charter, section 57 See LB143770 removed from title on or before July 12 2018. <i>This condition is for the benefit of the Buyer</i>		
X WITNESS	[Redacted Signature]	PRINT NAME Jason Taylor
X WITNESS	[Redacted Signature]	PRINT NAME [Redacted Name]
X WITNESS	[Redacted Signature]	PRINT NAME Ian Jones


**CONTRACT OF PURCHASE AND SALE
 FOR COMMERCIAL REAL ESTATE
 SCHEDULE**



MLS# NO Exclusive Listing DATE May 8, 2018 PAGE of PAGES

RE ADDRESS 775 Highway 395 Christina Lake BC VOH 1E0

Lot 2 District Lot 312 SDYD Plan 39263 excepts plan KAP60786 and KAP80226

LEGAL DESCRIPTION

PID: 010-030-263

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED May 9, 2018
 MADE BETWEEN Jason Taylor AS BUYER, AND
Stella-Jones Canada Inc. AS SELLER AND COVERING
 THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS

Subject to the buyer at the buyers expense having obtained and becoming satisfied with an independent appraisal for the value of the property within 60 days of acceptance of this offer.

The Buyer reserves the right to assign this contract in whole or in part to any third party without further notice to the Seller; said assignment not to relieve the Buyer from his or her obligation to complete the terms and conditions of this contract should the assignee default.

This offer is subject to the Buyer obtaining approval for fire/property insurance, on terms and at rates, satisfactory to the Buyer, on or before July 18, 2018.
 This condition is for the sole benefit of the Buyer.

Subject to the Buyer, at the Buyer's expense, receiving and being satisfied with a report from Y and R Water concerning the quantity and quality of the water supply on or before July 18, 2018.
 This condition is for the sole benefit of the Buyer.

Subject to the Buyer obtaining legal and accounting advice satisfactory to the Buyer concerning 775 Highway 3 Christina Lake BC on or before July 18, 2018.
 This condition is for the sole benefit of the Buyer.

[Redacted] [Redacted]	[Redacted]	[Signature] PRINT NAME
WITNESS [Redacted]	BUYER [Redacted]	PRINT NAME
WITNESS [Redacted]	SELLER [Redacted]	[Signature] PRINT NAME
WITNESS [Redacted]	[Redacted]	[Signature] PRINT NAME

*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®)


**CONTRACT OF PURCHASE AND SALE
 FOR COMMERCIAL REAL ESTATE
 SCHEDULE**

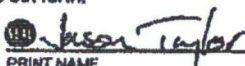



MLS# NO. Exclusive Listing DATE May 8, 2018 PAGE OF PAGES

RE ADDRESS <u>775 Highway 395</u>	<u>Christina Lake BC.</u>	<u>VQH, 1E0</u>
Lot 2 District Lot 312 SDYD Plan 39263 excepts plan KAP60786 and KAP80226		
LEGAL DESCRIPTION		
PID: <u>010-030-263</u>		
FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED <u>May 9, 2018</u> MADE BETWEEN <u>Jason Taylor</u> AS BUYER AND <u>Stella-Jones Canada Inc.</u> AS SELLER AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS The Buyer confirms the receipt of independent GST advice concerning the obligation to pay GST and will be responsible to pay any GST and apply for any GST rebate in connection with this transaction. Subject to the Buyer on or before July 18, 2018 obtaining and approving a copy of the title search results against the presence of any charge or other feature, whether registered or pending, that reasonably may adversely affect the property's use or value. If this condition is waived or declared fulfilled, the copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract. This condition is for the sole benefit of the Buyer. This offer is subject to the Buyer obtaining suitable financing on or before July 18 2018 This condition is for the sole benefit of the Buyer Subject to the Buyer at the Buyer's expense, receiving and being satisfied with a report from Boundary Waste Water Systems concerning the operational function and condition of the components of the sewage system and compliance with the Sewerage System Regulation by July 18 2018 This condition is for the sole benefit of the Buyer		
<input checked="" type="checkbox"/> WITNESS	<input checked="" type="checkbox"/> BUYER	<u>Jason Taylor</u> PRINT NAME
<input checked="" type="checkbox"/> WITNESS	<input checked="" type="checkbox"/> BUYER	<u>ERIC VACHON</u> PRINT NAME
<input checked="" type="checkbox"/> WITNESS	<input checked="" type="checkbox"/> SELLER	<u>Ian Jones</u> PRINT NAME

*REAL 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 (MLSSB)

39. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(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.
40. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that 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.
- 40A. **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.
41. **ADDITIONAL TERMS:** The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.
42. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
43. **OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (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.

X WITNESS		BUYER		 PRINT NAME
X WITNESS		BUYER		 PRINT NAME

44. **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 cash 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 May 11, yr. 2018

The Seller declares their residency:

RESIDENT OF CANADA INITIALS NON-RESIDENT OF CANADA INITIALS INITIALS as defined under the *Income Tax Act*.

X WITNESS		SELLER		 PRINT NAME
X WITNESS		SELLER		 PRINT NAME

TITLE SEARCH PRINT

File Reference:

2018-05-09, 12:05:59
Requestor: Darlene Teron

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA3870086
From Title Number CA1057562

Application Received 2014-07-29

Application Entered 2014-08-08

Registered Owner in Fee Simple
Registered Owner/Mailing Address: STELLA-JONES CANADA INC., INC.NO. A91256
 3100 COTE VERTU, SUITE 300
 SAINT-LAURENT, QC
 H4R 2J8

Taxation Authority Penticton Assessment Area

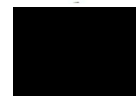
Description of Land
Parcel Identifier: 010-030-263
Legal Description:
 LOT 2 DISTRICT LOT 312 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 39263
 EXCEPTS PLAN KAP60786 AND KAP80226

Legal Notations
HERETO IS ANNEXED EASEMENT KN75836 OVER LOT 1 PLAN KAP60486

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KX120270 - EXPIRES 2007/07/27

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE LA31899

BYLAW CONTRAVENTION NOTICE, COMMUNITY CHARTER, SECTION 57
SEE LB143370



TITLE SEARCH PRINT

2018-05-09, 12:05:59
Requestor: Darlene Teron

File Reference:

Charges, Liens and Interests

Nature: RIGHT OF WAY
Registration Number: 70885E
Registration Date and Time: 1957-08-07 13:46
Registered Owner: INLAND NATURAL GAS CO, LTD.
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: T52253
Registration Date and Time: 1982-10-20 13:42
Registered Owner: WEST KOOTENAY POWER AND LIGHT COMPANY LIMITED
Remarks: INTER ALIA
ASSIGNMENT OF 1012E REC'D 16/06/1913
@ 10:00

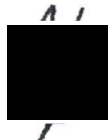
Nature: STATUTORY RIGHT OF WAY
Registration Number: X148724
Registration Date and Time: 1986-11-28 13:48
Registered Owner: WEST KOOTENAY POWER AND LIGHT COMPANY, LIMITED
Remarks: INTER ALIA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE



PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT
File Reference:

2018-05-09, 12:05:59
Requestor: Darlene Teron

PARCEL IDENTIFIER (PID): 010-030-263

SHORT LEGAL DESCRIPTION: S/39263////12
MARG: * REM

TAXATION AUTHORITY:
1 Penticton Assessment Area

FULL LEGAL DESCRIPTION: CURRENT
LOT 2 DISTRICT LOT 312 SIMILKAMEN DIVISION YALE DISTRICT PLAN 39263
EXCEPTS PLAN KAP60786 AND KAP60226

MISCELLANEOUS NOTES:
PL CG 2051
PL A2397
PL CG 535
REFERENCE PLAN KAP65064

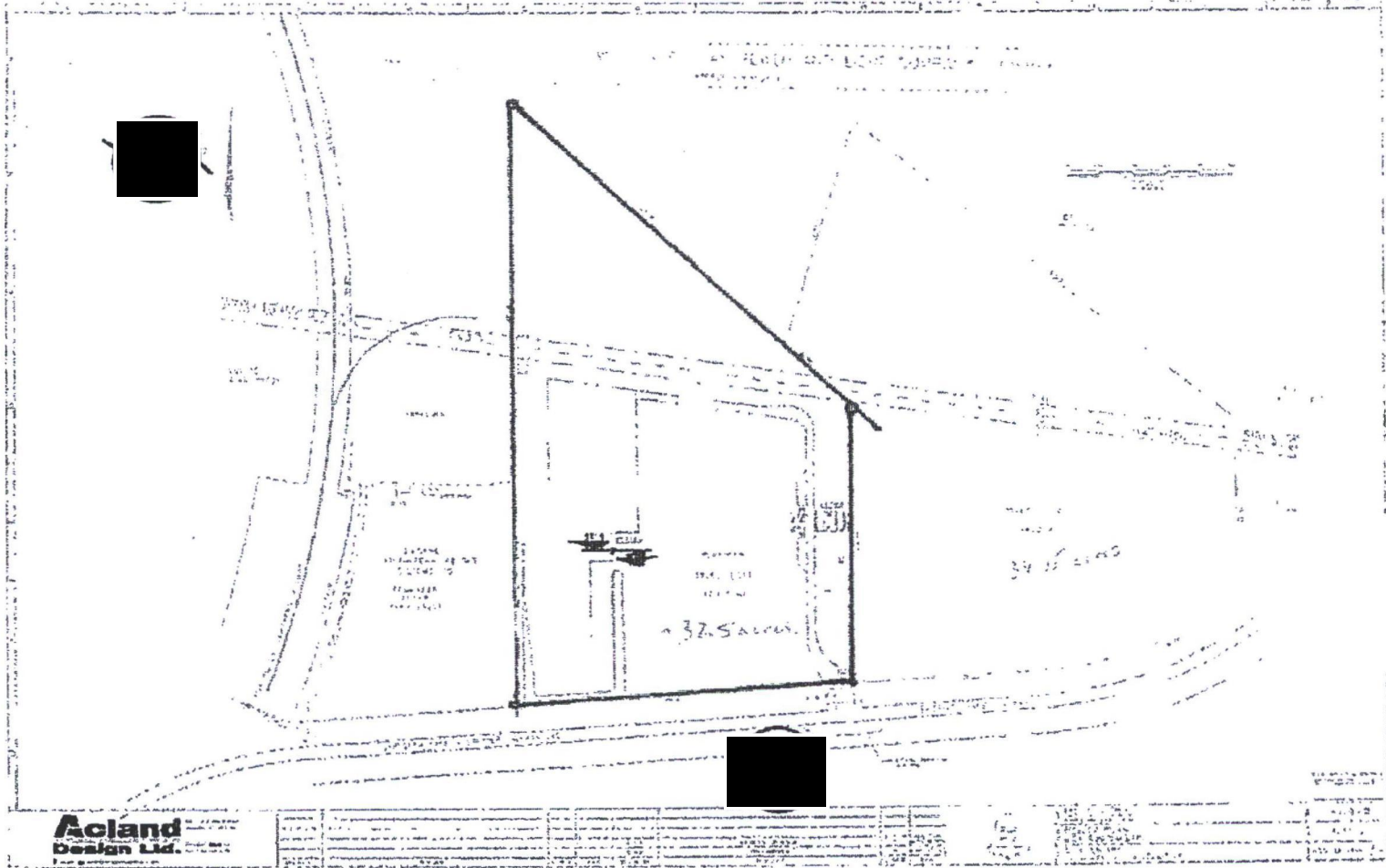
ASSOCIATED PLAN NUMBERS:
CROWN GRANT PLAN KAP2051CG
RIGHT OF WAY PLAN KAP2397A
SUBDIVISION PLAN KAP39263
CROWN GRANT PLAN KAP535CG
SUBDIVISION PLAN KAP60786
REFERENCE PLAN KAP65064
SUBDIVISION PLAN KAP80226

APB/IPB: MN: Y PE: 0 SL: 1 TI: 1



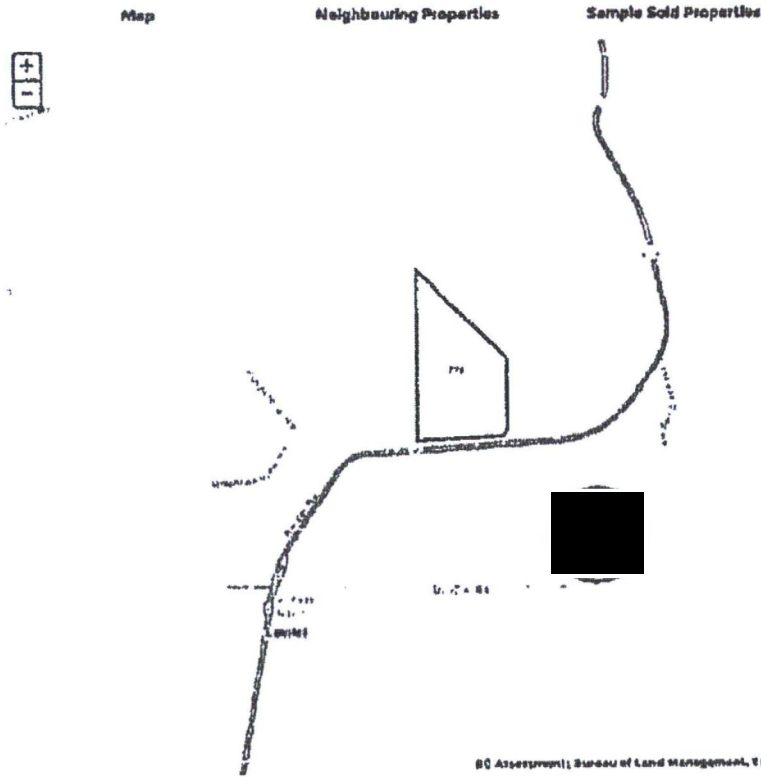
✓





Acland
 Design Ltd.

NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/10/10	[Redacted]	[Redacted]
2	ISSUED FOR CONSTRUCTION	10/10/10	[Redacted]	[Redacted]
3	ISSUED FOR AS-BUILT	10/10/10	[Redacted]	[Redacted]



BC Assessment | Bureau of Land Management, 2155 HERR, COE

[Assessment Search \(Property/AssessmentSearch\)](https://info.bcasessment.ca/Property/AssessmentSearch/) [Services & products](#)
[\(https://info.bcasessment.ca/services-and-products/\)](https://info.bcasessment.ca/services-and-products/) [Property Information & Trends](#)
[\(https://info.bcasessment.ca/property-information-trends\)](https://info.bcasessment.ca/property-information-trends/) [About us \(https://info.bcasessment.ca/About-Us\)](#) [Contact us \(https://info.bcasessment.ca/contact-us\)](https://info.bcasessment.ca/contact-us/)

[News \(https://info.bcasessment.ca/News/\)](https://info.bcasessment.ca/News/) [Careers \(https://info.bcasessment.ca/Careers/\)](https://info.bcasessment.ca/Careers/) [Index of Firms](#)
[\(https://info.bcasessment.ca/Firms/\)](https://info.bcasessment.ca/Firms/) [Glossary \(https://info.bcasessment.ca/About-Us/Glossary/\)](https://info.bcasessment.ca/About-Us/Glossary/)

© 2018 BC Assessment [Copyright \(https://info.bcasessment.ca/Copyright/\)](https://info.bcasessment.ca/Copyright/) [Disclaimer](#)
[\(https://info.bcasessment.ca/Disclaimer/\)](https://info.bcasessment.ca/Disclaimer/) [Privacy \(https://info.bcasessment.ca/Privacy/\)](https://info.bcasessment.ca/Privacy/) [Terms of Use](#)
<https://info.bcasessment.ca/Pages/Terms-of-Use.aspx>

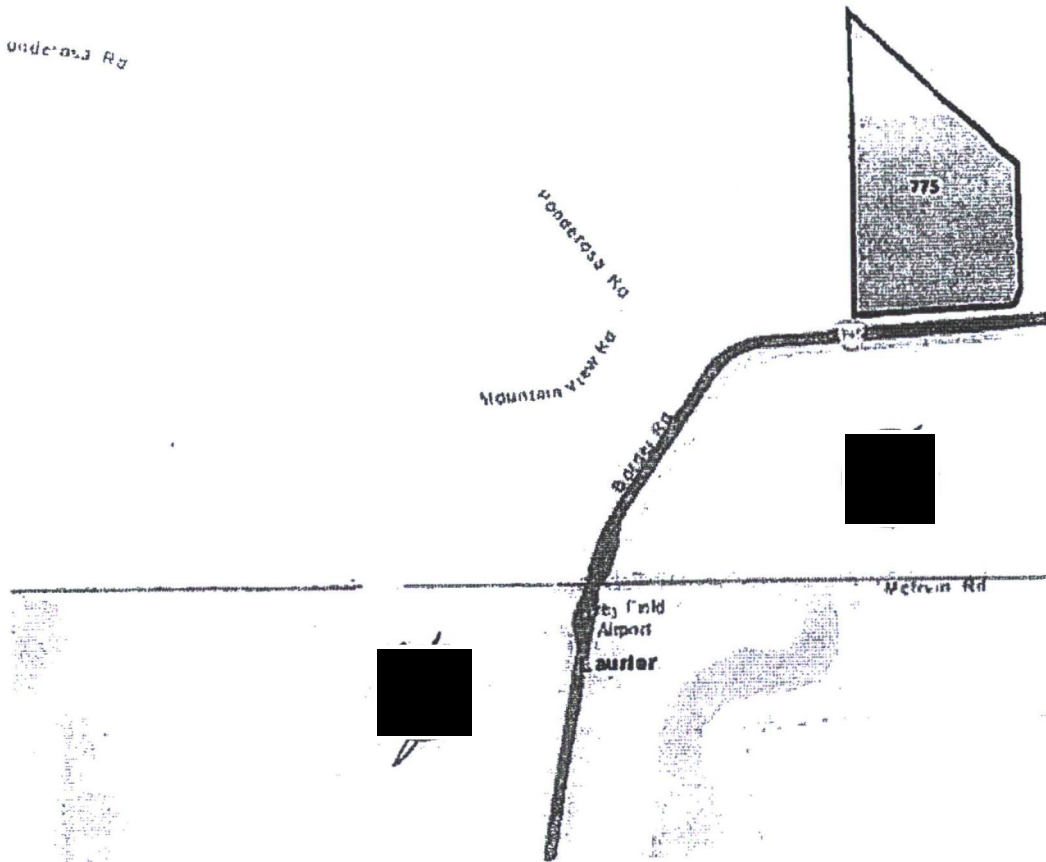
<https://www.facebook.com/bcasessment/1688437966612>
<https://twitter.com/bcasassessment>
<https://www.linkedin.com/company/bcasessment/>
<https://www.youtube.com>

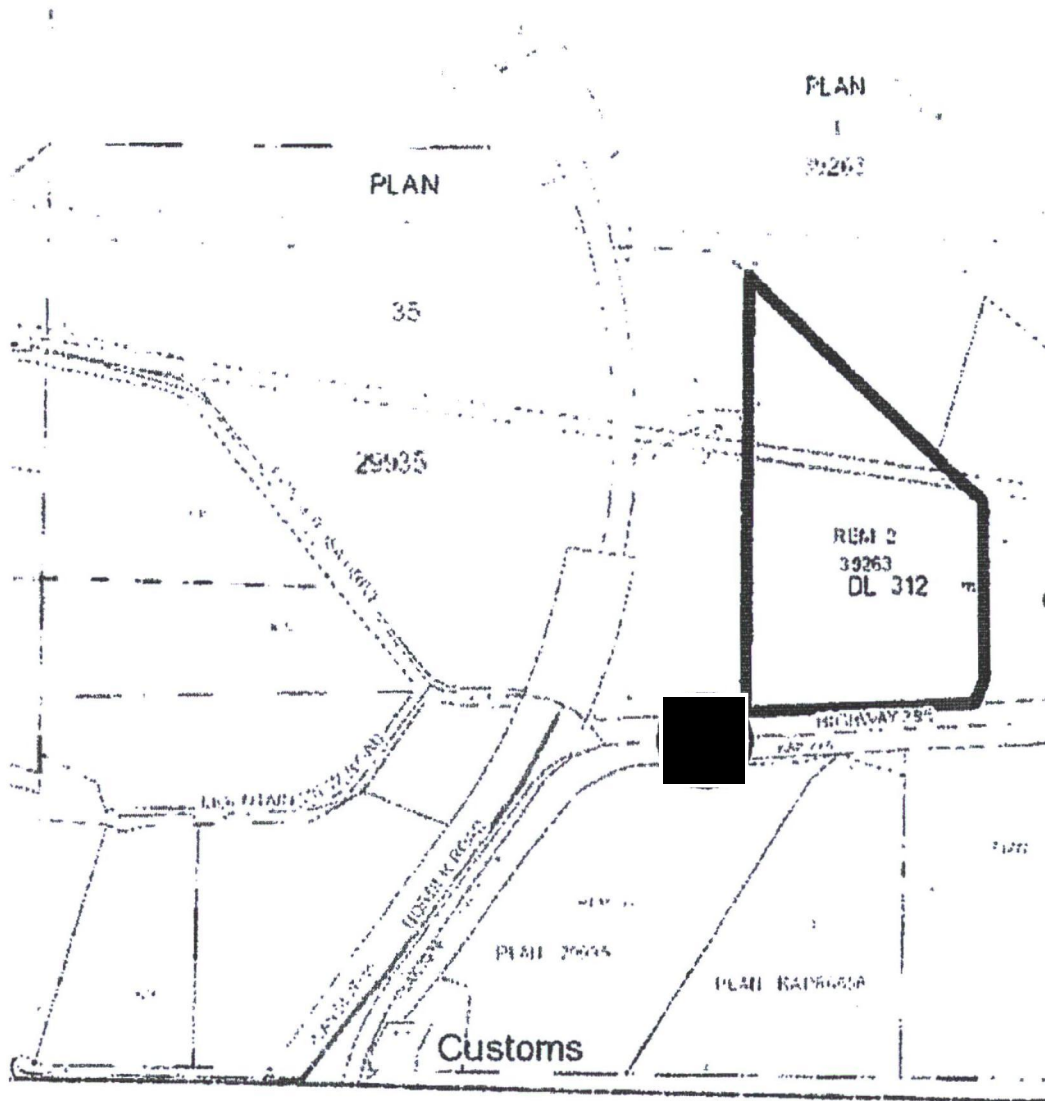




Kit of 1.151.100

Underpass Rd





Linda Waters
Stella-Jones Inc.
GIS Coordinator
4661 60th St. SE



-3 DEC 2007 iT 25

LB143370

LN 2175

07/12/03 11:31:14 61 13. 028676
DOC FILE 121.75

LAND TITLE OFFICE

Pursuant to Section 695 of the Local Government Act
And Section 57 of the Community Charter

TAKE NOTICE THAT the Regional District of Kootenay Boundary Board at it's meeting on October 4, 2007 adopted a resolution pursuant to Section 695 of the Local Government Act and Section 57 of the Community Charter relating to a Contravention of Building Bylaw No. 449. Industrial finger jointer manufacturing plant has been occupied without obtaining a final inspection and an occupancy permit. This Notice pertains to land described as:

PARCEL IDENTIFIER: 010-030-263
LOT 2, D.L. 312, SDYD, PLAN 39283 EXCEPT PLAN KAP80788
AND KAP80228.

FURTHER information respecting the resolution may be inspected at the offices of the Regional District of Kootenay Boundary located at 202 - 843 Rossland Avenue, Trail, B.C. during regular scheduled hours.

DATED at the City of Trail, Province of British Columbia this 29th day of November, 2007.



Elaine Kumar, Director of Corporate Administration
Regional District of Kootenay Boundary



DF-21.8
②

Regional District of Kootenay Boundary

Phone: 368-9148
Fax: 368-3990

202-843 Rossland Avenue
Trail, B.C., Canada
V1R 4S8

LOCAL GOVERNMENT ACT (PART 26)

01 06/03/13 11:43:26 01 NL 907909
DOC FILE \$21.50

NOTICE OF PERMIT

To: Registrar of Title
Address: Land Titles Office, 114-455 Columbia Street, Kamloops, BC V2C 6K4

TAKE NOTICE that the land described below is subject to a permit issued by the Regional District of Kootenay Boundary.

PARTICULARS OF PERMIT

PERMIT DESCRIPTION

(a) Type of Permit Development Variance Permit
 (b) Statutory Authority Section 927 (1) of the Local Government Act

LEGAL DESCRIPTION OF LAND AFFECTED:

LOT 2, DL 312, SDYO, PLAN 39263
 PID: 010-030-263

Issue Date: August 3, 1999

13 MAR 2006 11 36
LA031899

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Use Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

March 2, 2006
DATE


Chief Administrative Officer





**CONTRACT OF PURCHASE AND SALE
FOR COMMERCIAL REAL ESTATE
SCHEDULE**



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

MLS® NO.: Exclusive Listing

DATE: July 17, 2018

PAGE ___ of ___ PAGES

RE: ADDRESS 775 Highway 395 Christina Lake BC VOH 1E0

Lot 2 District Lot 312 SDYD Plan 39263 excepts plan KAP60786 and KAP80226

LEGAL DESCRIPTION









PID: 010-030-263

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED May 9, 2018

MADE BETWEEN Jason Taylor AS BUYER, AND
Stella-Jones Canada Inc. AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

To change all the subject removal dates from July 18 2018 to August 18 2018.
All other terms and conditions remain in full force and effect.
Time is of the essence

<input checked="" type="checkbox"/>				<u>Jason P Taylor</u>
WITNESS		BUYER		PRINT NAME
<input checked="" type="checkbox"/>				
WITNESS		BUYER		PRINT NAME
<input checked="" type="checkbox"/>				<u>Ian Stewart</u>
WITNESS		SELLER		PRINT NAME
<input checked="" type="checkbox"/>				
WITNESS		SELLER		PRINT NAME

*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®).

TITLE SEARCH PRINT

2018-08-17, 11:24:44

File Reference:

Requestor: Leanne Babcock

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

CA3870086

From Title Number

CA1057562

Application Received

2014-07-29

Application Entered

2014-08-08

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

STELLA-JONES CANADA INC., INC.NO. A91256
3100 COTE VERTU, SUITE 300
SAINT-LAURENT, QC
H4R 2J8

Taxation Authority

Penticton Assessment Area

Description of Land

Parcel Identifier:

010-030-263

Legal Description:

LOT 2 DISTRICT LOT 312 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 39263
EXCEPTS PLAN KAP60786 AND KAP80226

Legal Notations

BYLAW CONTRAVENTION NOTICE, COMMUNITY CHARTER, SECTION 57
SEE LB143370
CANCELLED BY CA6840677 2018-06-04

HERETO IS ANNEXED EASEMENT KN75836 OVER LOT 1 PLAN KAP60486

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE KX120270 - EXPIRES 2007/07/27

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE LA31899

TITLE SEARCH PRINT

2018-08-17, 11:24:44

File Reference:

Requestor: Leanne Babcock

Charges, Liens and Interests

Nature:	RIGHT OF WAY
Registration Number:	70885E
Registration Date and Time:	1957-08-07 13:46
Registered Owner:	INLAND NATURAL GAS CO. LTD.
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	T52253
Registration Date and Time:	1982-10-20 13:42
Registered Owner:	WEST KOOTENAY POWER AND LIGHT COMPANY LIMITED
Remarks:	INTER ALIA ASSIGNMENT OF 1012E REC'D 16/06/1913 @ 10:00

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	X148724
Registration Date and Time:	1986-11-28 13:48
Registered Owner:	WEST KOOTENAY POWER AND LIGHT COMPANY, LIMITED
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

2018-08-17, 11:24:44

File Reference:

Requestor: Leanne Babcock

PARCEL IDENTIFIER (PID): 010-030-263

SHORT LEGAL DESCRIPTION:S/39263/////2
MARG:* REM

TAXATION AUTHORITY:
1 Penticton Assessment Area

FULL LEGAL DESCRIPTION: CURRENT
LOT 2 DISTRICT LOT 312 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 39263
EXCEPTS PLAN KAP60786 AND KAP80226

MISCELLANEOUS NOTES:
PL CG 2051
PL A2397
PL CG 535
REFERENCE PLAN KAP65064

ASSOCIATED PLAN NUMBERS:
CROWN GRANT PLAN KAP2051CG
RIGHT OF WAY PLAN KAP2397A
SUBDIVISION PLAN KAP39263
CROWN GRANT PLAN KAP535CG
SUBDIVISION PLAN KAP60786
REFERENCE PLAN KAP65064
SUBDIVISION PLAN KAP80226

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

Grand Forks Realty Ltd.
272 Central Avenue, P.O. Box 2050
Grand Forks BC V0H-1H0



Receipt

August 17, 2018

RECEIVED FROM: Jason Taylor

TRUST DEPOSIT ON: 775 Highway 395

FUNDS RECEIVED: \$25,000.00

DEPOSIT RECEIVED IN: CAD

FILE #: 2018101

DATE RECEIVED: 08/17/2018

PAYMENT TYPE:

RECEIVED BY: 

THIS INSTRUMENT CONTAINS SECURITY FEATURES
CET INSTRUMENT COMPREND DES ÉLÉMENTS DE SÉCURITÉ
2404575
129 BIL-2014/10



JASON TAYLOR

BANK DRAFT / TRAITE DE BANQUE
00570 - GRAND FORKS
BC

2657 2223 1

27-43345

2018-08-17

DATE Y/A M/M D/J

NAME OF REMITTER / DONNEUR D'ORDRE

TRANSIT NO.
N° D'IDENTIFICATION

BRANCH
CENTRE BANCAIRE

PAY TO THE
ORDER OF
PAYEZ À
L'ORDRE DE

GRAND FORKS REALTY LTD*****

\$*****25,000.00

THE SUM OF
LA SOMME DE

*****TWENTY FIVE THOUSAND

CANADIAN DOLLARS CAD
DOLLARS CANADIENS

FOR CANADIAN IMPERIAL BANK OF COMMERCE
POUR LA BANQUE CANADIENNE IMPÉRIALE DE COMMERCE

TO
TIRÉ

CANADIAN IMPERIAL BANK OF COMMERCE
TORONTO
CANADA

AUTHORIZED SIGNATURE


AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

COUNTERSIGNED / CONTRESIGNÉ

⑈ 2657 2223 1⑈ ⑆ 0950 2⑈ 0 101⑆ 00570⑈ 2743345⑈



**REMOVAL OF
"SUBJECT TO CLAUSE"
AND APPOINTMENT OF
CONVEYANCER**

PAGE ____ OF ____ PAGES

MLS® NO. Exclusive Listing

BUYER: Jason Taylor SELLER: Stella-Jones Canada Inc.
 BUYER: _____ SELLER: _____
 ADDRESS OF PROPERTY: 775 Highway 395 Christina Lake BC V0H 1E0
 P.I.D #: 010-030-263 DATE OF CONTRACT: May 9, 2018

A. REMOVAL OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS/ARE REMOVED. TIME SHALL REMAIN OF THE ESSENCE.

Subject to the buyer at the buyers expense having obtained and becoming satisfied with an independent appraisal for the value of the property within 60 days of acceptance of this offer.

This offer is subject to the Buyer obtaining approval for fire/property insurance, on terms and at rates, satisfactory to the Buyer, on or before August 18, 2018.
 This condition is for the sole benefit of the Buyer.

Subject to the Buyer, at the Buyer's expense, receiving and being satisfied with a report from Y and R Water concerning the quantity and quality of the water supply on or before August 18, 2018.
 This condition is for the sole benefit of the Buyer.

Subject to the Buyer obtaining legal and accounting advice satisfactory to the Buyer concerning 775 Highway 3 Christina Lake BC on or before August 18, 2018.
 This condition is for the sole benefit of the Buyer.

<div style="background-color: black; width: 150px; height: 40px; margin-bottom: 5px;"></div> WITNESS TO BUYER(S) SIGNATURE _____ <div style="font-size: 24px; font-family: cursive; margin-left: 100px;">August 17 2018</div> DATE _____	<div style="background-color: black; width: 150px; height: 40px; margin-bottom: 5px;"></div> (BUYER) <u>V</u> _____ (BUYER) _____ (SELLER) _____ (SELLER) _____ (SELLER)
---	--

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS _____ OF _____
 TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.
 THE SELLER HEREBY APPOINTS _____ OF _____
 TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.



**REMOVAL OF
"SUBJECT TO CLAUSE"
AND APPOINTMENT OF
CONVEYANCER**

PAGE _____ OF _____ PAGES

MLS® NO. Exclusive Listing

BUYER: Jason Taylor SELLER: Stella-Jones Canada Inc.
 BUYER: _____ SELLER: _____
 ADDRESS OF PROPERTY: 775 Highway 395 Christina Lake BC V0H 1E0
 P.I.D #: 010-030-263 DATE OF CONTRACT: May 9, 2018

A. REMOVAL OF "SUBJECT TO CLAUSE"

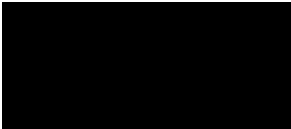
WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS/ARE REMOVED. TIME SHALL REMAIN OF THE ESSENCE.

Subject to the Buyer, on or before August 18, 2018 at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$10,000.00 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property for this purpose on reasonable notice.

This condition is for the sole benefit of the Buyer.

Subject to the Buyer at the Buyers expense receiving and being satisfied with a site inspection and report from various government agencies and experts, concerning 775 Highway 395 Christina Lake BC on or before August 18, 2018. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.

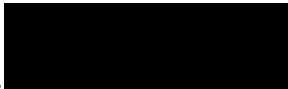
Subject to the Buyer, on or before August 18, 2018 searching and approving title to the property against the presence of any charge or other feature, whether registered or pending, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer.



WITNESS TO BUYER(S) SIGNATURE

August 17 2018

DATE



(BUYER)

V

(BUYER)

SEAL

SEAL

WITNESS TO SELLER(S) SIGNATURE

(SELLER)

DATE

(SELLER)

SEAL

SEAL

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS _____ OF _____
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

THE SELLER HEREBY APPOINTS _____ OF _____
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.



**REMOVAL OF
"SUBJECT TO CLAUSE"
AND APPOINTMENT OF
CONVEYANCER**

PAGE _____ OF _____ PAGES

MLS® NO. Exclusive Listing

BUYER: Jason Taylor SELLER: Stella-Jones Canada Inc.
 BUYER: _____ SELLER: _____
 ADDRESS OF PROPERTY: 775 Highway 395 Christina Lake BC V0H 1E0
 P.I.D #: 010-030-263 DATE OF CONTRACT: May 9, 2018

A. REMOVAL OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS/ARE REMOVED. TIME SHALL REMAIN OF THE ESSENCE.

If this condition is waived or declared fulfilled, the copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

This condition is for the sole benefit of the Buyer.


This offer is subject to the Buyer obtaining suitable financing on or before August 18 2018
 This condition is for the sole benefit of the Buyer

Subject to the Buyer at the Buyer's expense, receiving and being satisfied with a report from Boundary Waste Water Systems concerning the operational function and condition of the components of the sewage system and compliance with the Sewerage System Regulation by August 18 2018
 This condition is for the sole benefit of the Buyer

<div style="background-color: black; width: 100px; height: 40px; margin-bottom: 5px;"></div> WITNESS TO BUYER(S) SIGNATURE _____ DATE <u>August 17 2018</u>	<div style="background-color: black; width: 100px; height: 40px; margin-bottom: 5px;"></div> (BUYER) _____ (BUYER) _____
WITNESS TO SELLER(S) SIGNATURE _____ DATE _____	(SELLER) _____ (SELLER) _____

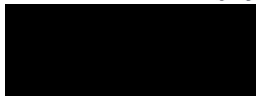





B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS _____ OF _____
 TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.
 THE SELLER HEREBY APPOINTS _____ OF _____
 TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.


**CONTRACT OF PURCHASE AND SALE
 FOR COMMERCIAL REAL ESTATE
 SCHEDULE**



MLS NO Exclusive Listing DATE May 8, 2018 PAGE of PAGES

RE ADDRESS <u>775 Highway 395</u>	Christina Lake BC	VOH 1E0
Lot 2 District Lot 312 SDYD Plan 39263 excepts plan KAP60786 and KAP80226		
LEGAL DESCRIPTION		
PID <u>010-030-263</u>		
FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED <u>May 9, 2018</u> MADE BETWEEN <u>Jason Taylor</u> AS BUYER AND <u>Stella-Jones Canada Inc.</u> AS SELLER AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS		
Subject to the Buyer, on or before July 18, 2018 at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$10,000.00 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property for this purpose on reasonable notice.		
This condition is for the sole benefit of the Buyer.		
Subject to the Buyer at the Buyers expense receiving and being satisfied with a site inspection and report from various government agencies and experts, concerning 775 Highway 395 Christina Lake BC on or before July 18, 2018. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.		
Subject to the Buyer, on or before July 18, 2018 searching and approving title to the property against the presence of any charge or other feature, whether registered or pending, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer.		
Subject to the seller will have the bylaw contravention notice, community charter, section 57 See LB143770 removed from title on or before July 12 2018. <i>This condition is for the benefit of the Buyer</i>		
<input checked="" type="checkbox"/> WITNESS 	<input checked="" type="checkbox"/> BUYER 	<input checked="" type="checkbox"/> PRINT NAME <u>Jason Taylor</u>
<input checked="" type="checkbox"/> WITNESS 	<input checked="" type="checkbox"/> BUYER 	<input checked="" type="checkbox"/> PRINT NAME <u>Eric Vaccaro</u>
<input checked="" type="checkbox"/> WITNESS 	<input checked="" type="checkbox"/> SELLER 	<input checked="" type="checkbox"/> PRINT NAME <u>Ian Jones</u>

*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®)

ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE

THIS ASSIGNMENT dated the 10th day of October, 2018 (the "**Effective Date**")

BETWEEN:

JASON TAYLOR

(the "**Assignor**")

AND:

CERVANTES CAPITAL CORP.

(the "**Assignee**")

WITNESSES THAT WHEREAS:

A. Pursuant to a contract of purchase and sale for commercial real estate dated May 9, 2018, as amended by an addendum to contract of purchase and sale dated the 22nd day of August, 2018 (collectively, the "**Contract**"), the Assignor agreed to buy from Stella-Jones Canada Inc. (the "**Seller**") and the Seller agreed to sell to the Assignor the lands and premises located at 775 Highway 395, Christina Lake, British Columbia and legally described as PID: 010-030-263, Lot 2 District Lot 312 Similkameen Division Yale District Plan 39263 Except Plan KAP60786 and KAP80226 (the "**Property**"), on the terms and conditions contained within the Contract; and

B. The Assignor has agreed to assign its right, title and interest in, to and under the Contract, the Property and the deposit paid by the Assignor pursuant to the Contract (the "**Deposit**" and collectively with the Contract and the Property, the "**Assigned Assets**") to the Assignee, and the Assignee has agreed to accept such assignment on the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) now paid by the Assignee to the Assignor, the mutual covenants and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment and Assumption – From and as of the Effective Date:
 - (a) the Assignor hereby unconditionally grants and assigns unto the Assignee all of its right, title and interest in and to the Assigned Assets; and
 - (b) the Assignee hereby assumes all of the covenants and obligations of the Assignor in, to and under the Contract.

2. Representations and Warranties – The Assignor represents and warrants to the Assignee that:
 - (a) as of the Effective Date the Assignor has not made any previous assignment of its interest in the Assigned Assets, or of any of the benefits thereof, other than as contemplated by this Agreement;

- (b) the Assignor has delivered to the Assignee a true and complete copy of all documents evidencing the Contract, the Contract constitutes the whole of the agreements with the Seller and there are no other agreements, written or oral, relating to the purchase of the Property;
 - (c) the Contract is valid, subsisting and enforceable in accordance with its terms, and there has been no waiver or release of any of the obligations of the Seller thereunder; and
 - (d) the Assignor has not been, and is not as of the Effective Date, in default under the Contract.
3. Indemnity by the Assignor – The Assignor will indemnify and save harmless the Assignee against and from all losses, costs and damages (including legal fees and disbursements) which the Assignee may suffer or incur in connection with any breach of any of the representations and warranties of the Assignor contained in this Agreement or any non-observance by the Assignor of any of the provisions of the Contract or this Agreement prior to the Effective Date.
4. Enurement - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, successors and assigns.
5. Further Assurances - The Assignor further covenants with the Assignee that the Assignor shall and will at all times hereafter, at the request of the Assignee, execute such further and other documents and instruments and do such further and other acts and things as may be necessary to implement and carry out the intent and purpose of this Agreement.
6. Counterparts - This Agreement may be executed in any number of counterparts and delivered by facsimile or other electronic transmission with the same effect as if all parties had signed and delivered the same document and all counterparts when executed and delivered (by electronic transmission or otherwise) will be construed together to be an original and will constitute one and the same document.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Assignor



JASON TAYLOR



Witness

Assignee

CERVANTES CAPITAL CORP.

Per: 

Authorized Signatory