

**PURCHASE AND SALE AMENDING AGREEMENT**

**[Squamish Oceanfront Development]**

THIS AMENDING AGREEMENT is dated for reference August 25, 2015.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

37321 Galbraith Road

P.O. Box 468

Squamish, BC V8B 0A4

(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**

37955 2nd Avenue

Squamish, BC V8B 0A3

(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**

401 – 37989 Cleveland Avenue

P.O. Box 1068

Squamish, BC V8B 0A7

(the **"Purchaser"**)

WHEREAS:

- A. Pursuant to a Purchase and Sale Agreement dated for reference July 31, 2014, as amended by a Purchase and Sale Amending Agreement dated for reference February 27, 2015, a Purchase and Sale Amending Agreement dated for reference May 26, 2015, and a Purchase and Sale Amending Agreement dated for reference June 9, 2015 (collectively, the **"Purchase Agreement"**) the Vendors agreed to sell and the Purchaser agreed to purchase the Lands, as defined in the Purchase Agreement, on the terms and conditions set out in the Purchase Agreement;
- B. Pursuant to a Notice dated the 7<sup>th</sup> day of July, 2015, the Purchaser gave notice to the Vendors that, pursuant to section 4.3 of the Purchase Agreement, the July 10, 2015 date provided for at Section 4.1(a) of the Purchase Agreement and the July 7, 2015 date provided for at Section 4.1(c) of the Purchase Agreement were each extended to August 31, 2015; and

- C. The parties wish to further amend the Purchase Agreement, on the terms and conditions set out herein.

NOW THEREFORE, for consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. AMENDMENT**

### **1.1 Amendments to Purchase Agreement**

The Purchase Agreement is amended as follows:

- (a) Section 4.1(a) is amended by deleting "August 31, 2015" and replacing it with "September 16, 2015";
- (b) Section 4.1(c) is amended by deleting "August 31, 2015" and replacing it with "September 16, 2015";
- (c) A new Section 4.4 is added as follows:

#### **"4.4 Acknowledgment and Confirmation**

The Purchaser acknowledges and confirms that nothing contained in this Agreement fetters, or has ever fettered, the District of Squamish Council's discretion with respect to the adoption of Bylaws and resolutions that are included in the list of preconditions under section 4.1 hereof or the decision of the Approving Officer regarding the signing of the Subdivision Plan the Purchaser has submitted in connection with the Lands."

### **1.2 Agreement**

Except as expressly amended by this Amending Agreement, the parties ratify and confirm the Purchase Agreement. The parties agree that the Purchase Agreement will be read and construed in conjunction with this Amending Agreement, and the Purchase Agreement together with all the terms, covenants and agreements therein contained, as amended by this Amending Agreement, are and will continue to be in full force and effect and that time remains of the essence.

### **1.3 Further Assurances**

The parties will execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or requisite to carry out the full intent and meaning of this Amending Agreement and to effect the transactions contemplated by this Amending Agreement.

### **1.4 Enurement and Assignment**

This Amending Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Amending Agreement may not be assigned by any party hereto without the prior written consent of the other parties.



**1.5 Execution in Counterparts or by Facsimile**

This Amending Agreement may be executed and delivered in counterparts and by facsimile.


IN WITNESS WHEREOF this Amending Agreement has been executed and delivered as of the date first set out above.

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
by its general partner **0983016 B.C. LTD.**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

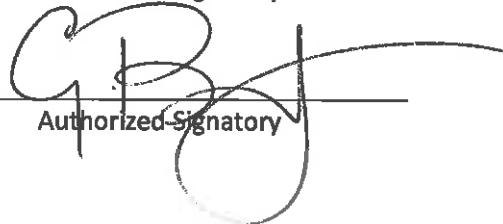
**DISTRICT OF SQUAMISH**

Per:  \_\_\_\_\_  
Authorized Signatory

Per:  \_\_\_\_\_  
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**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

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Per:   
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**DISTRICT OF SQUAMISH**

Per:   
Authorized Signatory

Per:   
Authorized Signatory

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

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by its general partner 0983016 B.C. LTD.

Per: \_\_\_\_\_  
Authorized Signatory

Per: Kat C  
Authorized Signatory  
KRISTIAN TELEKI

**DISTRICT OF SQUAMISH**

Per: [Signature]  
Authorized Signatory

Per: [Signature]  
Authorized Signatory

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per: [Signature]  
Authorized Signatory

Per: [Signature]  
Authorized Signatory

**PURCHASE AND SALE AMENDING AGREEMENT**

**[Squamish Oceanfront Development]**

THIS AMENDING AGREEMENT is dated for reference June 9, 2015.

AMONG:

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37321 Galbraith Road  
P.O. Box 468  
Squamish, BC V8B 0A4  
  
("SODC")

AND:

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(the "District", and together with SODC, the "Vendors")

AND:

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- B. The parties wish to further amend the Purchase Agreement, on the terms and conditions set out herein.

NOW THEREFORE, for consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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### **1.1 Amendments to Purchase Agreement**

The Purchase Agreement is amended as follows:

- (a) Definition of "Bylaws and Policies" [Section 1.2(c)] is amended by adding the words "if any," immediately after "the CAC Policy";
- (b) Definition of "CAC Front End Agreement" [Section 1.2(d)] is amended by adding the words ", if any" to the end of the definition;
- (c) Definition of "CAC Policy" [Section 1.2(e)] is amended by adding the words ", if any" to the end of the definition;
- (d) Definition of "Closing Date" [Section 1.2(f)] is deleted and replaced with the following:  
  
    **"Closing Date" means:**
  - (i) the date which is 15 Business Days after delivery of written notice from the Vendors or the Vendor's Solicitors that the certificates of title for the Lands created by the Subdivision Plan have been issued in the LTO; or
  - (ii) July 15, 2015,whichever such date is later;"
- (e) Definition of "Land Agreements" [Section 1.2(k)] is amended by adding the words "if any," immediately after "the CAC Front-End Agreement";
- (f) Definition of "Lands" [Section 1.2(l)] is deleted and replaced with the following:  
  
    **"Lands" means collectively, those lands and premises described as Lot 1 to Lot 9 inclusive and the area described as Park, substantially as such lots and park are shown on the Subdivision Plan;"**
- (g) Definition of "Subdivision Plan" [Section 1.2(dd)] is deleted and replaced with the following:  
  
    **"Subdivision Plan" means the plan of subdivision to be filed in the LTO to create the individual lots comprising the Lands and to dedicate the area described as Park, substantially in the form of Schedule A hereto;"**
- (h) Section 2.3(c)(ii) is amended by deleting "June 23, 2015" and replacing it with "July 7, 2015";
- (i) Section 2.3(c)(iii) is amended by deleting "June 26, 2015" and replacing it with "July 10, 2015";

- (j) Section 4.1(a) is amended by deleting "June 26, 2015" and replacing it with "July 10, 2015";
- (k) Section 4.1(a)(ii) [referencing CAC Front Ender Agreement] is amended by adding the words "if any," immediately after "the CAC Front-End Agreement";
- (l) Section 4.1(b) is amended by deleting "June 15, 2015" and replacing it with "June 29, 2015";
- (m) Section 4.1(b)(v) is amended by deleting "June 26, 2015" and replacing it with "July 10, 2015" and by deleting "June 23, 2015" and replacing it with "July 7, 2015";
- (n) Section 4.1(c) is amended by deleting "June 23, 2015" and replacing it with "July 7, 2015";
- (o) Section 4.1(c)(iii) [referencing CAC Policy] is amended by adding the words "if any," immediately after "the CAC Policy";
- (p) Section 4.1(c)(vi) [referencing CAC Front Ender Agreement] is amended by adding the words "if any," immediately after "the CAC Front-End Agreement";
- (q) Section 4.1(c)(xiii) [execution of Subdivision Plan condition] is deleted;
- (r) Section 4.1(c)(xiv) [Highway Closing Bylaw condition] is deleted;
- (s) Section 4.1(d) [a new Purchaser's Condition] is added as follows:  
  - "(d) the Approving Officer signs the Subdivision Plan."
- (t) A new Section 4.2 is added as follows:  

**"4.2 Waiver of Purchaser's Financing Condition**

The Purchaser agrees that if all of the Purchaser's Conditions as set out in Section 4.1(a) through (c), excluding 4.1(b)(iv), are satisfied on or before the dates specified above (as extended by section 4.3, if so extended), the Purchaser will be deemed to have waived the Purchaser's Condition set out in Section 4.1(b)(iv)."
- (u) The final paragraph of section 4.1 is amended by adding the words ", subject to section 4.3," after the words "sole benefit of the Purchaser and";
- (v) A new Section 4.3 is added as follows:  

**"4.3 Extension of Purchaser's Conditions**

The Purchaser and the Vendors agree that, in the event the Purchaser's Conditions set out in Sections 4.1(c)(ii) and 4.1(c)(xii) are not satisfied by July 7, 2015, the Purchaser may extend both

  - (i) the July 10, 2015 date provided for at section 4.1(a), and

(ii) the July 7, 2015 date provided for at section 4.1(c),

by not more than 21 days, or such longer period as is approved by the Vendors in writing, by delivering written notice thereof to the Vendors on or before the expiry of such date."

(w) A new Section 6.2 is added as follows:

**"6.2 Registration of Subdivision Plan**

Forthwith after the Approving Officer has signed the Subdivision Plan, and provided all the Purchaser's Conditions have been satisfied or waived in accordance herewith, the Vendors will, at the Vendor's expense, cause the Vendors' Solicitors to submit the Subdivision Plan to the LTO for registration and will notify the Purchaser in writing upon the Subdivision Plan being fully registered in the LTO."

(x) A new Section 12.3 is added as follows:

**"12.3 Park Dedication**

(a) Notwithstanding anything else to the contrary in this Agreement, the Purchaser and the Vendors acknowledge and agree that that part of the Lands described as Park in the Subdivision Plan will be dedicated as park by the Vendor further to Section 941(1) of the *Local Government Act* (British Columbia) (the "LGA") upon final registration of the Subdivision Plan in the LTO and that title to such lands will therefore not transfer to or be registered in the name of the Purchaser on the Closing Date.

(b) The Vendors acknowledge and agree that Purchase Price for the Lands has been determined on the basis that the creation and dedication of park land shown as Park on the Subdivision Plan, by the registration of the Subdivision Plan prior to the Closing Date, further to Section 941(1) of the LGA, will, by virtue of Section 941(8) of the LGA, mean that no further subdivision of any of Lots 1 to 9 inclusive of the Lands by the Purchaser will create an entitlement to park land or cash in lieu under Section 941(1) of the LGA.

(y) Schedule A - Lands is deleted and replaced with the Schedule A – Subdivision Plan attached hereto; and

(z) The following is added as a Permitted Encumbrance, as defined in the Purchase Agreement, to Schedule B – Permitted Encumbrances:

"Such statutory covenants, restrictions or statutory rights of way or other non-financial encumbrances that are required pursuant to the Preliminary Layout Review letter dated April 14, 2015 from the Approving Officer as amended and clarified by a letter of the Approving Officer, as approved by the Purchaser, dated June, 2015."

## 1.2 Agreement

Except as expressly amended by this Amending Agreement, the parties ratify and confirm the Purchase Agreement. The parties agree that the Purchase Agreement will be read and construed in conjunction with this Amending Agreement, and the Purchase Agreement together with all the terms, covenants and agreements therein contained, as amended by this Amending Agreement, are and will continue to be in full force and effect and that time remains of the essence.

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Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**DISTRICT OF SQUAMISH**

Per:   
Authorized Signatory

**PATRICIA HEINTZMAN**  
Mayor

Per:   
Authorized Signatory

**ROBIN ARTHURS**  
GM Corporate Services

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per: *G. Ginday, Chair*  
Authorized Signatory

Per: *Al N. L. A.*  
Authorized Signatory

**SCHEDULE A**  
**SUBDIVISION PLAN**



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(x) A new Section 12.3 is added as follows:

**"12.3 Park Dedication**

(a) Notwithstanding anything else to the contrary in this Agreement, the Purchaser and the Vendors acknowledge and agree that that part of the Lands described as Park in the Subdivision Plan will be dedicated as park by the Vendor further to Section 941(1) of the *Local Government Act* (British Columbia) (the "LGA") upon final registration of the Subdivision Plan in the LTO and that title to such lands will therefore not transfer to or be registered in the name of the Purchaser on the Closing Date.

(b) The Vendors acknowledge and agree that Purchase Price for the Lands has been determined on the basis that the creation and dedication of park land shown as Park on the Subdivision Plan, by the registration of the Subdivision Plan prior to the Closing Date, further to Section 941(1) of the LGA, will, by virtue of Section 941(8) of the LGA, mean that no further subdivision of any of Lots 1 to 9 inclusive of the Lands by the Purchaser will create an entitlement to park land or cash in lieu under Section 941(1) of the LGA.

(y) Schedule A - Lands is deleted and replaced with the Schedule A - Subdivision Plan attached hereto; and

(z) The following is added as a Permitted Encumbrance, as defined in the Purchase Agreement, to Schedule B - Permitted Encumbrances:

"Such statutory covenants, restrictions or statutory rights of way or other non-financial encumbrances that are required pursuant to the Preliminary Layout Review letter dated April 14, 2015 from the Approving Officer as amended and clarified by a letter of the Approving Officer, as approved by the Purchaser, dated June, 2015."

## 1.2 Agreement

Except as expressly amended by this Amending Agreement, the parties ratify and confirm the Purchase Agreement. The parties agree that the Purchase Agreement will be read and construed in conjunction with this Amending Agreement, and the Purchase Agreement together with all the terms, covenants and agreements therein contained, as amended by this Amending Agreement, are and will continue to be in full force and effect and that time remains of the essence.

## 1.3 Further Assurances

The parties will execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or requisite to carry out the full intent and meaning of this Amending Agreement and to effect the transactions contemplated by this Amending Agreement.

## 1.4 Enurement and Assignment

This Amending Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Amending Agreement may not be assigned by any party hereto without the prior written consent of the other parties.

## 1.5 Execution in Counterparts or by Facsimile

This Amending Agreement may be executed and delivered in counterparts and by facsimile.

IN WITNESS WHEREOF this Amending Agreement has been executed and delivered as of the date first set out above.

NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,  
by its general partner 0983026 B.C. LTD.

Per: \_\_\_\_\_

Authorized Signatory

Per: \_\_\_\_\_

Authorized Signatory

KRISTIAN TEUKEL

DISTRICT OF SQUAMISH

Per: \_\_\_\_\_

Authorized Signatory

PATRICIA HEINTZMAN  
Mayor

Per: \_\_\_\_\_

Authorized Signatory

ROBIN ARTHURS  
GM Corporate Services

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per:   
Authorized Signatory

Per:   
Authorized Signatory

**SCHEDULE A**  
**SUBDIVISION PLAN**

**PURCHASE AND SALE AMENDING AGREEMENT**  
**[Squamish Oceanfront Development]**

THIS AMENDING AGREEMENT is dated for reference May 26, 2015.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**  
37321 Galbraith Road  
P.O. Box 468, Squamish, BC V8B 0A4  
(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**  
37955 2nd Avenue, Squamish, BC V8B 0A3  
(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
401 – 37989 Cleveland Avenue  
P.O. Box 1068, Squamish, BC V8B 0A7  
(the **"Purchaser"**)

WHEREAS:

- A. Pursuant to a Purchase and Sale Agreement dated for reference July 31, 2014, as amended by a Purchase and Sale Amending Agreement dated for reference February 27, 2015 (collectively, the **"Purchase Agreement"**) the Vendors agreed to sell and the Purchaser agreed to purchase the Lands, as defined in the Purchase Agreement, on the terms and conditions set out in the Purchase Agreement; and
- B. The parties wish to further amend the Purchase Agreement as set out herein.

NOW THEREFORE, for consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. AMENDMENT**

**1.1 Amendments to Purchase Agreement**

The Purchase Agreement is amended in section 4.1 by deleting any reference to "May 29, 2015" and substituting it with "June 15, 2015".

**1.2 Agreement**

Except as expressly amended by this Amending Agreement, the parties ratify and confirm the Purchase Agreement. The parties agree that the Purchase Agreement will be read and construed in conjunction



with this Amending Agreement, and the Purchase Agreement together with all the terms, covenants and agreements therein contained, as amended by this Amending Agreement, are and will continue to be in full force and effect and that time remains of the essence.

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**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
by its general partner **0983016 B.C. LTD.**

Per: \_\_\_\_\_  
Authorized Signatory


Per: \_\_\_\_\_  
Authorized Signatory

### DISTRICT OF SQUAMISH

Per:  \_\_\_\_\_  
Authorized Signatory **PATRICIA HEINTZMAN**  
Mayor

Per:  \_\_\_\_\_  
Authorized Signatory **ROBIN ARTHURS**  
GM Corporate Services

### SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION

Per:  \_\_\_\_\_  
Authorized Signatory **Linda Glenday**  
Deputy CAO

Per:  \_\_\_\_\_  
Authorized Signatory **ROD MACLEOD**  
DIRECTOR OF ENGINEERING

**PURCHASE AND SALE AMENDING AGREEMENT**  
**[Squamish Oceanfront Development]**

THIS AMENDING AGREEMENT is dated for reference May 26, 2015.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**  
37321 Galbraith Road  
P.O. Box 468, Squamish, BC V8B 0A4  
(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**  
37955 2nd Avenue, Squamish, BC V8B 0A3  
(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
401 – 37989 Cleveland Avenue  
P.O. Box 1068, Squamish, BC V8B 0A7  
(the **"Purchaser"**)

WHEREAS:

- A. Pursuant to a Purchase and Sale Agreement dated for reference July 31, 2014, as amended by a Purchase and Sale Amending Agreement dated for reference February 27, 2015 (collectively, the **"Purchase Agreement"**) the Vendors agreed to sell and the Purchaser agreed to purchase the Lands, as defined in the Purchase Agreement, on the terms and conditions set out in the Purchase Agreement; and
- B. The parties wish to further amend the Purchase Agreement as set out herein.

NOW THEREFORE, for consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. AMENDMENT**

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with this Amending Agreement, and the Purchase Agreement together with all the terms, covenants and agreements therein contained, as amended by this Amending Agreement, are and will continue to be in full force and effect and that time remains of the essence.

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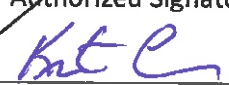
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IN WITNESS WHEREOF this Amending Agreement has been executed and delivered as of the date first set out above.

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
by its general partner **0983016 B.C. LTD.**

Per:   
\_\_\_\_\_  
Authorized Signatory

Per:   
\_\_\_\_\_  
Authorized Signatory  
*KRISTIAN TERESI*

### DISTRICT OF SQUAMISH

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

### SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION

Per:   
\_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**PURCHASE AND SALE AMENDING AGREEMENT**  
**[Squamish Oceanfront Development]**

THIS AMENDING AGREEMENT is dated for reference May 26, 2015.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**  
37321 Galbraith Road  
P.O. Box 468, Squamish, BC V8B 0A4  
(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**  
37955 2nd Avenue, Squamish, BC V8B 0A3  
(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
401 – 37989 Cleveland Avenue  
P.O. Box 1068, Squamish, BC V8B 0A7  
(the **"Purchaser"**)

WHEREAS:

- A. Pursuant to a Purchase and Sale Agreement dated for reference July 31, 2014, as amended by a Purchase and Sale Amending Agreement dated for reference February 27, 2015 (collectively, the **"Purchase Agreement"**) the Vendors agreed to sell and the Purchaser agreed to purchase the Lands, as defined in the Purchase Agreement, on the terms and conditions set out in the Purchase Agreement; and
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**1.1 Amendments to Purchase Agreement**

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IN WITNESS WHEREOF this Amending Agreement has been executed and delivered as of the date first set out above.

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
by its general partner **0983016 B.C. LTD.**

Per: 

Authorized Signatory

Per: 

Authorized Signatory

Kristian Telatka

**DISTRICT OF SQUAMISH**

Per: 

Authorized Signatory

**PATRICIA HEINTZMAN**  
Mayor

Per: 

Authorized Signatory

**ROBIN ARTHURS**  
GM Corporate Services

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per: 

Authorized Signatory

**Linda Glenday**  
Deputy CAO

Per: 

Authorized Signatory

**ROB MACLEOD**  
DIRECTOR OF ENGINEERING

**PURCHASE AND SALE AMENDING AGREEMENT**

**[Squamish Oceanfront Development]**

THIS AMENDING AGREEMENT is dated for reference February 27, 2015.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

37321 Galbraith Road  
P.O. Box 468  
Squamish, BC V8B 0A4

(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**

37955 2nd Avenue  
Squamish, BC V8B 0A3

(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**

401 – 37989 Cleveland Avenue  
P.O. Box 1068  
Squamish, BC V8B 0A7

(the **"Purchaser"**)

In consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree with each other as follows:

**1. AMENDMENT**

**1.1 Amendments to Purchase Agreement**

The Purchase and Sale Agreement entered into as of the reference date of July 31, 2014 among SODC, the District and the Purchaser (the **"Purchase Agreement"**) is amended as follows:

(a) In section 1.2(f), by deleting "April 30" and substituting "June 30, 2015",

(b) in section 2.3 (c)(ii) by deleting "March 27, 2015" and substituting "June 23, 2015",

(c) in section 2.3(c)(iii) by deleting "March 31, 2015" and substituting "June 26, 2015",

(d) by adding the following to the end of section 3.3:

"On the Closing Date the Vendors will irrevocably transfer and assign to the Purchaser the Vendors' entire right, title and interest in and to the Materials. For clarity, Materials includes all intellectual property of SODC, including trademarks and copyrights, in all forms and in all media and in all manners."

(e) in section 4.1(a) by deleting "March 31, 2015" and substituting "June 26, 2015",

(f) in section 4.1 (b) by deleting February 28, 2015" and substituting "May 29, 2015",

(g) in section 4.1(b)(v) by deleting "March 31, 2015" and substituting "June 26, 2015", and by deleting "March 27, 2015" and substituting "June 23, 2015",

(h) in section 4.1(c) by deleting "March 27, 2015" and substituting "June 23, 2015",

(i) in section 4.1(c)(xiii) by deleting "February 28, 2015" and substituting "May 29, 2015", and by deleting "March 27, 2015" and substituting "June 23, 2015",

(j) in section 4.1(c) by adding a new subsection (xiv) as follows:

"(xiv) if the Subject Lots have been dedicated as highway or otherwise constitute a highway, a Highway Closing Bylaw is adopted the District of Squamish Council and all necessary consents, if any, are obtained, closing the Subject Lots as highway so that fee simple title may be transferred to the Purchaser on the Closing Date."

(k) in Schedule A, by adding the following:

"PID: 026-267-403

Lot 1 District Lot 286 Group 1 New Westminster District Plan BCP16863  
("Lot 1")

PID: 026-267-420

Lot 2 District Lot 286 Group 1 New Westminster District Plan BCP16863  
("Lot 2")

PID: 026-267-438

Lot 3 District Lot 286 Group 1 New Westminster District Plan BCP16863  
("Lot 3", and together with Lot 1 and Lot 2, the "Subject Lots")"

(l) by adding a new Section 9.5 entitled "Property Taxes".

### 9.5 Property Taxes

For certainty, on the Closing Date, the Purchaser will pay the District the equivalent of the pro-rata portion of the property tax value in respect of the period from the Closing Date to December 31, 2015, which property tax value will be calculated as if the Purchaser owned the Lands during all of 2015 and will be subject to further adjustment, if applicable.

### 1.2 Agreement

Except as expressly amended by this Amending Agreement, the parties ratify and confirm the Purchase Agreement. The parties agree that the Purchase Agreement will be read and construed in conjunction with this Amending Agreement, and the Purchase Agreement together with all the terms, covenants and agreements therein contained, as amended by this Amending Agreement, are and will continue to be in full force and effect and that time remains of the essence.

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The parties will execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or requisite to carry out the full intent and meaning of this Amendment and to effect the transactions contemplated by this Amending Agreement.

### 1.4 Enurement and Assignment

This Amending Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Amending Agreement may not be assigned by any party hereto without the prior written consent of the other parties.

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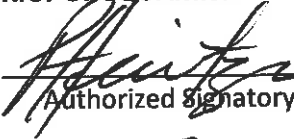
**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
by its general partner  
**0983016 B.C. LTD.**


Per:   
Authorized Signatory

Per:   
Authorized Signatory



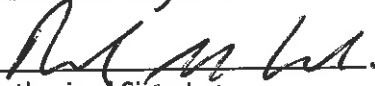
## DISTRICT OF SQUAMISH

Per:  **PATRICIA HEINTZMAN**  
Authorized Signatory Mayor

Per:  **ROBIN ARTHURS**  
Authorized Signatory GM Corporate Services

## SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION

Per:  **Glen Day**  
Authorized Signatory

Per:  **[illegible]**  
Authorized Signatory

**PURCHASE AND SALE AMENDING AGREEMENT**

**[Squamish Oceanfront Development]**

THIS AMENDING AGREEMENT is dated for reference February 27, 2015.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

37321 Galbraith Road  
P.O. Box 468  
Squamish, BC V8B 0A4

(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**

37955 2nd Avenue  
Squamish, BC V8B 0A3

(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**

401 – 37989 Cleveland Avenue  
P.O. Box 1068  
Squamish, BC V8B 0A7

(the **"Purchaser"**)

In consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree with each other as follows:

**1. AMENDMENT**

**1.1 Amendments to Purchase Agreement**

The Purchase and Sale Agreement entered into as of the reference date of July 31, 2014 among SODC, the District and the Purchaser (the **"Purchase Agreement"**) is amended as follows:

(a) In section 1.2(f), by deleting "April 30" and substituting "June 30, 2015",

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"On the Closing Date the Vendors will irrevocably transfer and assign to the Purchaser the Vendors' entire right, title and interest in and to the Materials. For clarity, Materials includes all intellectual property of SODC, including trademarks and copyrights, in all forms and in all media and in all manners."

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(j) in section 4.1(c) by adding a new subsection (xiv) as follows:

"(xiv) if the Subject Lots have been dedicated as highway or otherwise constitute a highway, a Highway Closing Bylaw is adopted the District of Squamish Council and all necessary consents, if any, are obtained, closing the Subject Lots as highway so that fee simple title may be transferred to the Purchaser on the Closing Date."

(k) in Schedule A, by adding the following:

"PID: 026-267-403

Lot 1 District Lot 286 Group 1 New Westminster District Plan BCP16863  
 ("Lot 1")

PID: 026-267-420

Lot 2 District Lot 286 Group 1 New Westminster District Plan BCP16863  
 ("Lot 2")

PID: 026-267-438

Lot 3 District Lot 286 Group 1 New Westminster District Plan BCP16863  
 ("Lot 3", and together with Lot 1 and Lot 2, the "Subject Lots")"

(l) by adding a new Section 9.5 entitled "Property Taxes".

### 9.5 Property Taxes

For certainty, on the Closing Date, the Purchaser will pay the District the equivalent of the pro-rata portion of the property tax value in respect of the period from the Closing Date to December 31, 2015, which property tax value will be calculated as if the Purchaser owned the Lands during all of 2015 and will be subject to further adjustment, if applicable.

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by its general partner  
**0983016 B.C. LTD.**

Per: \_\_\_\_\_


Authorized Signatory

Per: \_\_\_\_\_

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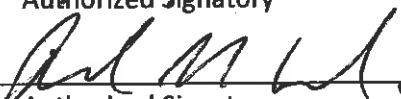
**DISTRICT OF SQUAMISH**

Per:  PATRICIA HEINTZMAN  
Authorized Signatory Mayor

Per:  ROBIN ARTHURS  
Authorized Signatory GM Corporate Services

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per:  Authorized Signatory

Per:  Authorized Signatory

**PURCHASE AND SALE AGREEMENT**

**[Squamish Oceanfront Development]**

THIS AGREEMENT is dated for reference July 31, 2014.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

37321 Galbraith Road

P.O. Box 468

Squamish, BC V8B 0A4

(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**

37955 2nd Avenue

Squamish, BC V8B 0A3

(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**

401 – 37989 Cleveland Avenue

P.O. Box 1068

Squamish, BC V8B 0A7

(the **"Purchaser"**)

In consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree with each other as follows:

**1. AGREEMENT**

**1.1 Purchase and Sale**

In accordance with the terms of this Agreement, the Purchaser will purchase and the Vendors will sell the Lands, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances.

**1.2 Definitions**

For purposes of this Agreement:

- (a) **"Affiliate"** means a corporation that is affiliated with another corporation, as defined in the *Business Corporations Act* of British Columbia;

- (b) **"Business Day"** means Monday to Friday inclusive of each week, excluding any day which is a statutory holiday in British Columbia and any day when the LTO is closed for business;
- (c) **"Bylaws and Policies"** means, collectively, the DCC Bylaw, the CAC Policy, the Revitalization Tax Program Bylaw, the Zoning Bylaw Amendment, the Subdivision Bylaw Amendment, and the Phased Development Agreement Authorization Bylaw;
- (d) **"CAC Front-ender Agreement"** means an agreement entered into between the Purchaser and the District, as described in section 3.6 of the MOU;
- (e) **"CAC Policy"** means a policy that is adopted by resolution by the District of Squamish Council, as described in section 3.4 of the MOU;
- (f) **"Closing Date"** means April 30, 2015;
- (g) **"DCC Bylaw"** means a Development Cost Charge bylaw under section 933 of the Local Government Act;
- (h) **"DCC Front-ender Agreement"** means an agreement entered into between the Purchaser and the District, in keeping with section 935(3)(d) of the Local Government Act and section 3.8 of the MOU;
- (i) **"Deposit"** has the meaning ascribed to it in Section 2.2(a);
- (j) **"General Partner"** means 0983016 B.C. Ltd.;
- (k) **"Land Agreements"** means collectively, the Phased Development Agreement, the CAC Front-ender Agreement, the DCC Front-ender Agreement, the Latecomer Agreement, and the Revitalization Tax Agreement;
- (l) **"Lands"** means, collectively, those lands and premises set out in Schedule A hereto;
- (m) **"Latecomer Agreement"** means an agreement entered into between the Purchaser and the District in keeping with section 939(9) and (10) of the Local Government Act and section 3.9 of the MOU;
- (n) **"LP Transfer"** means a transfer of the Partnership Interest in a form acceptable to the General Partner;
- (o) **"LTO"** means the New Westminster Land Title Office;
- (p) **"Materials"** means all studies, reports, appraisals, information and other materials, including environmental, zoning, engineering, geotechnical, soils and similar reports or studies, within the possession or control of either of the Vendors with respect to the Lands;

- (q) **"MOU"** means the non-binding Memorandum of Understanding Regarding Squamish Oceanfront Development entered into the 17th day of June, 2014 among the General Partner, the District and SODC;
- (r) **"Partnership Agreement"** means the limited partnership agreement dated July 31, 2014, 2014 between the General Partner, as general partner, and SODC, as limited partner;
- (s) **"Partnership Interest"** has the meaning ascribed to it in the Partnership Agreement;
- (t) **"Permitted Encumbrances"** means and includes the liens, charges and encumbrances listed or referred to in Schedule B;
- (u) **"Phased Development Agreement"** means the Phased Development Agreement authorized by the Phased Development Agreement Authorization Bylaw, which is in keeping with section 3.3 of the MOU;
- (v) **"Phased Development Agreement Authorization Bylaw"** means a bylaw further to section 905.1(2) of the Local Government Act authorizing the entering into by the District of the Phased Development Agreement with the Purchaser;
- (w) **"Purchaser's Condition"** has the meaning ascribed to it in Section 4.1;
- (x) **"Purchase Price"** has the meaning ascribed to it in Section 2.1;
- (y) **"Purchaser's Solicitors"** means Clark Wilson LLP;
- (z) **"Revitalization Tax Agreement"** means an agreement further to section 226(7) of the Community Charter;
- (aa) **"Revitalization Tax Program Bylaw"** means a bylaw further to section 226(4) of the Community Charter, authorizing the making of the Revitalization Tax Agreement;
- (bb) **"Sales Taxes"** means Goods and Services Tax, Harmonized Sales Tax, value added Tax or similar and other such taxes;
- (cc) **"Subdivision Bylaw Amendment"** means that certain amendment to Squamish's Subdivision Control Bylaw (if required) that establishes servicing standards and requirements;
- (dd) **"Subdivision Plan"** means a plan for the subdivision of Lands into development parcels;
- (ee) **"Vendor's Solicitors"** means Lidstone & Company; and
- (ff) **"Zoning Bylaw Amendment"** means an amendment as to Squamish's Zoning Bylaw that is in keeping with the Squamish Oceanfront Peninsula Sub Area Plan.



## **2. PRICE, DEPOSIT AND PAYMENT**

### **2.1 Purchase Price**

The consideration for the Lands will be the sum of \$15,000,000 (the "**Purchase Price**"), exclusive of Sales Taxes, and the consideration referred to in Section 2.2(d). The Purchase Price will include, at no cost to the Purchaser, the Materials.

### **2.2 Payment of Purchase Price**

The Purchaser will pay the Purchase Price and other consideration for the Lands as follows:

- (a) \$1,000,000.00 (the "**Deposit**") will be paid by the Purchaser to the Purchaser's Solicitors, in trust, on or before August 15, 2014;
- (b) by the assumption or paying off by the Purchaser on the Closing Date of the outstanding amount of SODC's line of credit with the Bank of Nova Scotia as of the Closing Date, as secured by Mortgage CA2662695 registered against the Lands (the "**Scotiabank Mortgage**"), up to a maximum amount of \$14,000,000 less the amount of any adjustments pursuant to this Agreement;
- (c) the balance of the Purchase Price, if any, subject to adjustments (the "**Closing Payment**"), will be paid at the direction of the Vendors on the Closing Date as provided in Article 8; and
- (d) the Purchaser will issue the Partnership Interest to SODC, which Partnership Interest, for certainty, will be deemed to equate to a \$5,000,000 capital contribution in the Purchaser.

### **2.3 Deposit**

The Deposit will be held in trust by the Purchaser's Solicitors at an accredited financial institution. Interest, if any, earned on the Deposit, will be for the credit of the Purchaser, except as otherwise stated herein. The Deposit will be dealt with as follows:

- (a) the Deposit, together with any interest earned thereon, will be returned to the Purchaser if the Purchaser's Conditions set out in Section 4.1 are not waived within the time set out therein, except under the circumstances set out in Section 2.3(c), in which case the Deposit will be dealt with as provided in Section 2.3(c);
- (b) the Deposit will be credited on account of the Purchase Price on the Closing Date and any interest earned thereon, will be paid to the Purchaser;
- (c) if the sale of the Lands to the Purchaser does not complete after:
  - (i) the General Partner has been provided with the documentation referenced at Section 4.1(b)(i), 4.1(b)(ii) and 4.1(b)(iii), and has advised the Vendors as set out in Sections 4.1(b)(iv) and 4.1(b)(v); and

- (ii) the Purchaser's Conditions set out in Section 4.1(c) are met on or before March 27, 2018; but
- (iii) the Purchaser fails to enter into the Land Agreements on or before March 31, 2015,

then the Deposit will be forfeited to the Vendors without prejudice to any other rights the Vendors may have in respect of such failure or repudiation by the Purchaser;

- (d) if the Vendors are not in default under this Agreement and the Purchaser fails to complete the purchase in accordance with this Agreement or if the Purchaser repudiates this Agreement, then, at the Vendors' option and on written notice to the Purchaser, the Vendors may cancel this Agreement and the Deposit will be forfeited to the Vendors without prejudice to any other rights the Vendors may have in respect of such failure or repudiation by the Purchaser; or
- (e) if the Purchaser is not in default under this Agreement and the Vendors fail to complete the sale in accordance with this Agreement or if the Vendors repudiate this Agreement, then the Deposit, with interest accrued thereon, if any, will be refunded to the Purchaser upon demand, without prejudice to any other rights the Purchaser may have in respect of such failure or repudiation by the Vendors.

## **2.4 Authorization to Vendor's Solicitors**

The Vendors and Purchaser hereby irrevocably authorize and direct the Purchaser's Solicitors to hold and pay the Deposit as set out in this Agreement without further notice to, or the consent of, the parties hereto. The Vendors and Purchaser will indemnify and hold harmless the Purchaser's Solicitors for all good-faith acts done in furtherance of the foregoing authorization and direction.

## **3. ACCESS, INFORMATION AND REPRESENTATION**

### **3.1 Access**

The Purchaser and its authorized representatives, consultants and agents will, upon reasonable prior notice, be given reasonable access to the Lands and may, acting reasonably, carry out such tests, inspections and surveys as the Purchaser may consider appropriate for the purposes hereof. The Purchaser will repair any damage to the Lands arising from such entry and use reasonable efforts to restore the Lands to the condition in which they existed prior to such entry and will indemnify and hold the Vendors harmless from any and all liabilities, actions, costs, damages and liens (including builders' liens) arising from the entry of the Purchaser or its representatives, consultants and agents on the Lands pursuant hereto.

### **3.2 Authorizations**

The Vendors will, at the Purchaser's request, promptly execute and deliver any authorizations reasonably required by the Purchaser to permit statutory or governmental authorities to release information to the Purchaser concerning the Lands or title thereto.

### **3.3 Vendors' Materials**

The Vendors will promptly provide to the Purchaser, after execution of this Agreement by the Vendors and the Purchaser, a copy of all Materials, but the Vendors will not be responsible, liable or subject to recourse in any way for the content, accuracy or reliability of the Materials or the opinions expressed therein.

### **3.4 Representations of the Vendors**

The Vendors represents and warrants to the Purchaser that the Vendors have full and sufficient authority to convey legal title and beneficial ownership of the Lands to the Purchaser in accordance herewith.

### **3.5 Subsequent Agreements**

Any charges or encumbrances, except Permitted Encumbrances, affecting the Lands and which will survive the Closing Date and any agreements or arrangements made with governmental authorities or third parties, except the Land Agreements, in connection with the rezoning or future development of the Lands will require the prior written consent of the Purchaser, which consent will not be unreasonably withheld.

## **4. PURCHASER'S CONDITION**

### **4.1 Purchaser's Condition**

The Purchaser's obligation to purchase the Lands is subject to delivery of written waiver by the Purchaser to the Vendors of the following conditions (the "**Purchaser's Conditions**");

- (a) the Purchaser and the District entering into the following agreements on or before March 31, 2015:
  - (i) the Phased Development Agreement, having a twenty year term;
  - (ii) the CAC Front-ender Agreement, having a twenty year term;
  - (iii) the DCC Front-ender Agreement, having a twenty year term;
  - (iv) the Latecomer Agreement, having a twenty year term; and
  - (v) the Revitalization Tax Agreement, having a term as permitted under the *Local Government Act* and the *Community Charter*, subject to Section 4.1(c)(vii);
- (b) on or before February 28, 2015, the General Partner, having been presented with
  - (i) complete and final forms of the Land Agreements;
  - (ii) complete and final forms of the Bylaws and Policies, and

- (iii) the response of the Approving Officer for the District of Squamish to the Subdivision Plan, by way of a preliminary approval letter containing particulars of the preconditions to approval if any, or a statement of refusal,

advises the District of Squamish and SODC in writing that:

- (iv) the General Partner has determined that financing is obtainable by it, on behalf of the Partnership, for the transactions contemplated herein, on terms that are satisfactory to the General Partner in its sole and absolute discretion; and
  - (v) the General Partner will cause the Limited Partnership to enter into the Land Agreements on or before March 31, 2015, provided the Purchaser's Conditions set out in Section 4.1(c) are met on or before March 27, 2015; and
- (c) on or before March 27, 2015:
- (i) the DCC Bylaw is adopted by the District of Squamish Council;
  - (ii) the DCC Bylaw has received approval from the Inspector of Municipalities;
  - (iii) the CAC Policy is adopted by the District of Squamish Council;
  - (iv) the making of the Latecomer Agreement is authorized by resolution of the District of Squamish Council;
  - (v) the making of the DCC Front-ender Agreement is authorized by resolution of the District of Squamish Council;
  - (vi) the making of the CAC Front-ender Agreement is authorized by resolution of the District of Squamish Council;
  - (vii) the Revitalization Tax Program Bylaw is adopted by the District of Squamish Council;
  - (viii) the making of the Revitalization Tax Agreement is authorized by resolution of the District of Squamish Council;
  - (ix) the Zoning Bylaw Amendment is adopted by the District of Squamish Council;
  - (x) the Subdivision Bylaw Amendment is adopted by the District of Squamish Council;
  - (xi) the Phased Development Agreement Authorization Bylaw is adopted by the District of Squamish Council;

- (xii) the Inspector of Municipalities has approved a 20 year term for the Phased Development Agreement;
- (xiii) if the Approving Officer for the District of Squamish has provided a preliminary layout approval for the subdivision with or without conditions on or before February 28, 2015, and the conditions have been met or secured before March 27, 2015, the Approving Officer signs the Subdivision Plan.

The Purchaser's Conditions are for the sole benefit of the Purchaser and must be waived in writing on or before the dates specified above, failing which, this Agreement will be terminated. In consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged by the Vendors, the Vendors hereby agree not to terminate this Agreement during the period for waiver of the Purchaser's Conditions.

## **5. PARTNERSHIP INTEREST**

### **5.1 Assignment of Partnership Interest**

The Purchaser and the Vendors acknowledge and agree that immediately after the closing of the purchase and sale of the Lands on the Closing Date, SODC will, pursuant to a LP Transfer, transfer and assign the Partnership Interest to a Canadian corporation wholly owned by the District.

## **6. VENDORS' COVENANTS**

### **6.1 Change of Name**

On or after the Closing Date and upon the request of the Purchaser, the Vendors will provide all necessary consents and undertake whatever efforts may be required, including changing SODC's name, to:

- (a) assist the General Partner in changing its name to Squamish Oceanfront Development Corporation; and
- (b) assist the Purchaser in changing its name to Squamish Oceanfront Development LP.

## **7. PURCHASER'S DEVELOPMENT**

### **7.1 Vendors' Approvals and Cooperation.**

The Vendors, acting reasonably and in their capacity as land owners and not, in respect of District of Squamish, in its capacity as local government, will execute all applications, consents or forms for approval or licenses and permits as may reasonably be requested by the Purchaser as part of its permit applications to develop the Lands. All associated costs, risks and liabilities will be borne by the Purchaser and the Vendors will not incur and will not be obliged to incur any costs, risks, or liabilities with respect thereto.

## **8. CLOSING DATE AND PROCEDURE**

### **8.1 Closing Date**

The date for completion of the purchase of the Lands will be the Closing Date.

### **8.2 Vendors' Closing Documents**

On or before the Closing Date, the Vendors will deliver to the Purchaser's Solicitors, properly executed and in registrable form where applicable, the following documents:

- (a) Form A – freehold transfer (the “Transfer”), transferring title of the Lands to the Purchaser, free and clear of all liens, charges, claims and encumbrances, save and except the Permitted Encumbrances and those financial charges, if any, to be discharged by the Vendor's Solicitors as provided herein;
- (b) a transfer of beneficial interest from SODC to the Purchaser transferring SODC's beneficial interest in the Lands to the Purchaser;
- (c) a statement of adjustments for the purchase and sale of the Lands (the “Statement of Adjustments”);
- (d) transmittal letters from those authors of the third party professional reports relating to the Lands included in the Materials identified by the Purchaser and agreed to by the Vendors, acting reasonably, prior to satisfaction or waiver of the condition in Section 4.1(b)(iv), permitting the Purchaser to rely on such report;
- (e) discharges in registrable form of all liens, charges, claims and encumbrances not constituting Permitted Encumbrances against the Lands or undertakings from the Vendors' Solicitors, satisfactory to the Purchaser's Solicitors, acting reasonably, to discharge such liens, charges, claims and encumbrances within a reasonable time after the Closing Date;
- (f) a certificate of an officer of SODC that SODC is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the LP Transfer;
- (h) all documents reasonably requested by the Bank of Nova Scotia to effect the assumption by the Purchaser of the Scotiabank Mortgage; and
- (i) such further and other documents as the Purchaser's Solicitors, acting reasonably, may require.

### **8.3 Purchaser's Closing Documents**

On or before the Closing Date, the Purchaser will duly execute and deliver to the Vendors' Solicitors the following:

- (a) a certificate satisfactory to the Vendors' Solicitors, acting reasonably, and sufficient to relieve the Vendors from any obligation to collect and remit any Sales Taxes with respect to the sale of the Lands to the Purchaser and an indemnity of the Vendors in respect thereof;
- (b) the Statement of Adjustments;
- (c) all documents reasonably requested by the Bank of Nova Scotia to effect the assumption by the Purchaser of the Scotiabank Mortgage;
- (d) evidence of the release of SODC and the District from a guarantee and covenant, respectively, in favour of the Bank of Nova Scotia;
- (e) evidence of the issuance of the Partnership Interest to SODC;
- (f) the LP Transfer;
- (g) evidence of transfer of the Partnership Interest in accordance with the LP Transfer; and
- (h) such further and other documents as the Vendors' Solicitors, acting reasonably, may require;

and the Purchaser will deliver to the Purchaser's Solicitors by wire transfer, bank draft or certified trust account cheque drawn on a Canadian chartered bank in British Columbia payable to the Purchaser's Solicitors, in trust, in an amount equal to the Closing Payment (as adjusted in accordance with the Statement of Adjustments), less the amount, if any, to be advanced to the Purchaser on the Closing Date under any mortgage financing arranged by the Purchaser in respect of the Lands.

#### **8.4 Registration**

Following receipt by the Purchaser's Solicitors of the funds referred to in Section 8.3 and of the documents and items referred to in 8.2 and receipt by the Vendors' Solicitors of the documents referred to in Section 8.3, the Purchaser will cause the Purchaser's Solicitors to submit the Transfer for registration in the LTO, concurrently with any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands. If there is Purchaser's mortgage financing, the Purchaser's Solicitors will not submit the Transfer for registration in the LTO until the Purchaser's Solicitors have received confirmation from the solicitors for the Purchaser's mortgagee that, to the best of their knowledge, all conditions for funding have been met except for depositing the security documents for registration and verification that they will constitute charges on the Lands in the ordinary course of completion of that registration (subject only to the Permitted Encumbrances, any charges or encumbrances created by the Purchaser and any charges or encumbrances to be discharged by the Vendors' Solicitors on appropriate undertakings). The Purchaser's Solicitors will undertake to the Vendors' Solicitors that if the Purchase Price is not paid to the Vendors on the Closing Date, they will, upon the written request of the Vendors' Solicitors, forthwith cause the application for registration of the Transfer to be withdrawn and cancelled and will forthwith cause the solicitors for the Purchaser's mortgagee to do the same with respect to the security documents and any other filings made by them with respect to the Lands.

## **8.5 Closing Procedure**

Forthwith following the filings referred to in Section 8.4 and upon the Purchaser's Solicitors, acting reasonably, being satisfied as to the title to the Lands, after conducting a post-submission LTO search of the Lands disclosing only the following:

- (a) the Permitted Encumbrances;
- (b) pending number(s) assigned to the Transfer;
- (c) pending numbers assigned to any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands; and
- (d) any other charges and encumbrances approved by the Purchaser;

the Purchaser will cause the Purchaser's Solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands, to deliver to the Vendors' Solicitors by wire transfer, bank draft or a certified trust cheque drawn on a Canadian chartered bank, an amount equal to the balance due to the Vendors (evidenced by the Statement of Adjustments).

## **8.6 Purchaser's Obligation to Pay**

Notwithstanding the closing procedures referred to above, as between the Vendors and the Purchaser, it remains the Purchaser's obligation to pay the Purchase Price (adjusted in accordance with the Statement of Adjustments) to the Vendors on the Closing Date, regardless of whether the Purchaser's Solicitors receive all or any proceeds of any financing, and the failure of the Purchaser to pay the Purchase Price to the Vendors on a Closing Date will constitute a default by the Purchaser under this Agreement.

## **8.7 Completion of Closing**

Registration of all the requisite documents in the LTO on the Closing Date and all matters of payment and delivery of documents by each party to the other in respect of the Closing Date will be deemed to be concurrent requirements of closing.

## **9. DOCUMENTS, COSTS AND TAXES**

### **9.1 Registration Fees and Property Transfer Tax**

The Purchaser will pay the Property Transfer Tax and fees for the registration of the Transfer and any other documents required by the Purchaser to be filed in the LTO in respect of the purchase and sale transaction contemplated by this Agreement.

### **9.2 Closing Documents**

Unless otherwise agreed between the Vendors' Solicitors and the Purchaser's Solicitors, each acting reasonably, the Purchaser's Solicitors will prepare the documents required to be delivered by the parties



for the purposes of closing, all of which documents will be delivered for execution at least 3 Business Days prior to the Closing Date and will be in form approved by the Purchaser's Solicitors and the Vendors' Solicitors, each acting reasonably.

### **9.3 Cost to Clear Title**

The cost of obtaining and registering any documents required to clear title to the Lands of any liens, claims or encumbrances not constituting Permitted Encumbrances will be borne by the Vendors. For certainty, any costs associated with the assumption or payout of the Scotiabank Mortgage and obtaining releases of the Vendors from their obligations under the Scotiabank Mortgage will be borne by the Vendors, other than the Purchaser's legal costs related to such assumption or payout.

### **9.4 Sales Taxes**

The Purchaser is responsible for all Sales Taxes in respect of the purchase and sale of the Lands contemplated herein and will be responsible to account for Sales Taxes in respect thereof in accordance with applicable legislation.

## **10. POSSESSION**

### **10.1 Possession**

The Purchaser will be entitled to vacant possession of the Lands on the Closing Date, immediately following payment of the Purchase Price.

## **11. ADJUSTMENTS**

### **11.1 Adjustments**

Property taxes and similar charges, if applicable, and all other matters relating to the Lands and customarily the subject of adjustment on the sale of similar lands will be adjusted and pro-rated between the Vendors and the Purchaser as at the Closing Date and the Vendors will bear and pay all expenses and receive all income, if any, related to the Lands accrued in respect of any time prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Lands which accrue in respect of any time from and including the Closing Date.

## **12. CONDITION OF LANDS**

### **12.1 Condition of Lands**

The Purchaser hereby acknowledges and agrees that:

- (a) the Purchaser is acquiring the Lands on an "as is and where is" basis with no representations or warranties as to its condition, environmentally, geotechnically or otherwise, or its suitability for the Purchaser's purposes; and
- (b) the Purchaser hereby waives any requirement for the Vendors to provide the Purchaser with a site profile under the *Environmental Management Act* (British Columbia).

## **12.2 No Liability and No Claims**

The Purchaser covenants and agrees that the Vendors shall have no liability whatsoever, and the Purchaser shall not make any claims against the Vendors in respect of any contamination of the Lands (or any other lands owned by the Vendors) or which is due to or the result of any Hazardous Materials being located on the Lands or migrating to or from the Lands before the Closing Date. For the purposes of this Section 12.2, "Hazardous Materials" means any underground storage tanks, any explosive or radioactive materials, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind, including, without limitation, compounds known as chlorobiphenyls, petroleum and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transportation, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under environmental laws.

## **13. RISK**

### **13.1 Risk**

The Lands will be at the risk of the Vendors up to the time of submission for registration of the Transfer in the LTO, and will be at the risk of the Purchaser thereafter.

## **14. MISCELLANEOUS**

### **14.1 Tender**

Any tender of documents or money may be made upon a party or upon its solicitors and money may be tendered by certified solicitor's cheque or bank draft drawn on a Canadian chartered bank.

### **14.2 Time of Essence**

Time will be of the essence of this Agreement.

### **14.3 Business Days**

In the event that any date established or stipulated herein for performance or for the expiry of a period of time falls upon a day which is not a Business Day, then such date will be deemed to be the next following Business Day.

### **14.4 Interpretation**

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

### **14.5 Notices**

Any notice to be given under this Agreement will be in writing and will be validly given if delivered, transmitted by facsimile or email or mailed in British Columbia by prepaid registered post to the parties as follows:

(a) To the Purchaser at:

0983016 B.C. Ltd.  
Attention: Michael Hutchison  
401 - 37989 Cleveland Avenue  
P.O. Box 1068  
Squamish, BC V8B 0A7  
Telephone: 604.898.1901  
E-mail: [mhutchison@bethelcorp.ca](mailto:mhutchison@bethelcorp.ca)

with copies to:

CLARK WILSON LLP  
Barristers & Solicitors  
800 – 885 West Georgia Street  
Vancouver, B.C. V6C 3H1

Attention: Peter Kenward  
Fax No. (604) 687-6314  
Email: [phk@cwilson.com](mailto:phk@cwilson.com)

And:

Kristian Teleki  
Senior Vice President  
Matthews Southwest  
1660 S Stemmons Fwy., Suite 100  
Lewisville, TX 75067

(b) To the District at:

District of Squamish  
Attention: Corien Speaker  
37955 2nd Avenue  
Squamish, BC V8B 0A3

Telephone: 604.892.1083  
E-mail: [cspeaker@squamish.ca](mailto:cspeaker@squamish.ca)

with a copy to:

LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 – Sun Tower  
128 Pender Street West  
Vancouver, B.C. V6B 1R8

Attention: Don Lidstone

Fax No. 604-899-2281  
Email: [lidstone@lidstone.info](mailto:lidstone@lidstone.info)

(c) To SODC at:

Squamish Oceanfront Development Corporation  
Attention: Corien Speaker  
37321 Galbraith Road  
P.O. Box 468  
Squamish, BC V8B 0A4  
Telephone: 604.892.1083  
E-mail: [cspeaker@squamish.ca](mailto:cspeaker@squamish.ca)

with a copy to:

LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 – Sun Tower  
128 Pender Street West  
Vancouver, B.C. V6B 1R8

Attention: Don Lidstone  
Fax No. 604-899-2281  
Email: [lidstone@lidstone.info](mailto:lidstone@lidstone.info)

or to such other address, email or facsimile number as a party may advise the other by written notice hereunder. Any notice addressed and provided as aforesaid will be deemed to have been given on the day of delivery or transmission by email or facsimile if a Business Day, and if not a Business Day, then on the next Business Day or if mailed, on the third Business Day following the posting thereof. Notices will not be mailed during the currency of a postal strike, dispute or slowdown, and during such time, notice will only be effective if emailed or transmitted (without a failure notice) or if delivered.

#### **14.6 Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the sale and purchase of the Lands and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser. There are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, save as set forth herein. References to the MOU in this Agreement are made solely for the purposes of referencing definitions therein.

#### **14.7 Amendment in Writing**

This Agreement will not be amended except in writing.

#### **14.8 Survival**

All representations and warranties, if any, of the Vendors or the Purchaser in this Agreement or in any document delivered in connection herewith will survive the closing of the sale and purchase of the

Lands for a period of one year from the Closing Date, after which they will be of no further force or effect except in respect of claims made by either party within such one year period.

#### **14.9 Assignment**

This Agreement is not assignable by the Purchaser without the prior written consent of the Vendors. For certainty, the Purchaser may direct the conveyance of Lands to one or more Affiliates of the General Partner who will act as nominee(s) or bare trustee(s) for the Purchaser. No assignment of this Agreement or the appointment of a nominee or bare trustee will operate to release the Purchaser from any of its obligations under this Agreement.

#### **14.10 Agency and Commission**

The Purchaser warrants to the Vendor that the Purchaser has not utilized the services of any real estate agent or salesperson in connection with the purchase or sale of the Lands to whom any fees, commission or compensation would be payable by the Vendor. The Vendors will be solely responsible for any real estate commission payable to any real estate agent that the Vendors have engaged in respect of the sale of the Lands.

#### **14.11 Confidentiality**

- (a) The Purchaser will keep the financial terms hereof in strict confidence, except to the extent disclosure is required to be made to the Purchaser's lenders, consultants, agents and others having a need to know.
- (b) This Agreement, and the information it contains, may be the subject of an access to information request made to the Vendors under the *Freedom of Information and Protection of Privacy Act* and the Vendors and the Purchaser agree that the Vendors may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information of the Purchaser supplied to the Vendors in connection with this Agreement, whether or not the Purchaser has expressly stipulated that the information in question is confidential for the purposes of that enactment.

#### **14.12 Costs and Expenses**

Each of the parties will bear their own costs, expenses and legal fees incurred or to be incurred in negotiating and preparing this Agreement and otherwise in connection with this transaction.

#### **14.13 References**

Wherever the singular or masculine is used in this Agreement, the same will be deemed to include references to the plural, feminine or body corporate or politic, as the context may require.

#### **14.14 Governing Law**

This Agreement will be governed by and construed in accordance with the laws of British Columbia and the Vendors and Purchaser hereby attorn to the jurisdiction of the courts of British Columbia.

**14.15 Binding Effect**

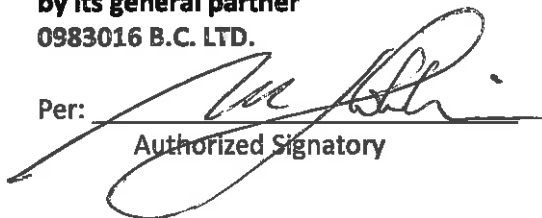
This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**14.16 Execution in Counterparts or by Facsimile**

This Agreement may be executed and delivered in counterparts and by facsimile transmission.

IN WITNESS WHEREOF this Agreement has been executed and delivered.

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,  
by its general partner  
0983016 B.C. LTD.**

Per:   
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**DISTRICT OF SQUAMISH**  
Per:   
Authorized Signatory

Per:   
Authorized Signatory

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per:   
Authorized Signatory

Per:   
Authorized Signatory

## **SCHEDULE A**

### **LANDS**

**PID: 007-774-010**

**LOT G DISTRICT LOTS 486, 4271, 4618, 5717, 6042 AND 7134 PLAN 14953**

**PID: 007-779-674**

**LOT D BLOCK 1 DISTRICT LOTS 486 AND 4271 PLAN 14521**

**PID: 026-267-152**

**LOT 3 DISTRICT LOT 4271 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16861**

**PID: 026-267-161**

**LOT 2 DISTRICT LOT 4271 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16861**

**PID: 026-267-128**

**LOT 1 DISTRICT LOT 486 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16860**

**PID: 008-606-153**

**BLOCK B DISTRICT LOTS 4618, 5717, 6042 AND 7134 PLAN 13452**

**PID: 026-267-136**

**LOT 2 DISTRICT LOT 486 PLAN BCP16860**

**PID: 026-267-144**

**LOT 1 DISTRICT LOT 4271 PLAN BCP16861**

**PID: 015-788-741**

**DISTRICT LOT 5717 EXCEPT PORTIONS IN PLANS 13452 AND 14953**

**PID: 015-792-587**

**DISTRICT LOT 6042 EXCEPT PART IN PLAN 13452**

## **SCHEDULE B**

### **PERMITTED ENCUMBRANCES**

The encumbrances, rights, and exceptions, restrictions, provisos, conditions and reservations referred to in Section 23(2) of the *Land Title Act*.

The liens, charges, and encumbrances registered against the Lands as of the date of execution and delivery hereof, except mortgages and similar financial charges granted by the Vendors other than the Scotiabank Mortgage.



**PURCHASE AND SALE AGREEMENT**

**[Squamish Oceanfront Development]**

THIS AGREEMENT is dated for reference July 31, 2014.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

37321 Galbraith Road

P.O. Box 468

Squamish, BC V8B 0A4

(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**

37955 2nd Avenue

Squamish, BC V8B 0A3

(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**

401 – 37989 Cleveland Avenue

P.O. Box 1068

Squamish, BC V8B 0A7

(the **"Purchaser"**)

In consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree with each other as follows:

**1. AGREEMENT**

**1.1 Purchase and Sale**

In accordance with the terms of this Agreement, the Purchaser will purchase and the Vendors will sell the Lands, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances.

**1.2 Definitions**

For purposes of this Agreement:

- (a) **"Affiliate"** means a corporation that is affiliated with another corporation, as defined in the *Business Corporations Act* of British Columbia;

COPY

- (b) **"Business Day"** means Monday to Friday inclusive of each week, excluding any day which is a statutory holiday in British Columbia and any day when the LTO is closed for business;
- (c) **"Bylaws and Policies"** means, collectively, the DCC Bylaw, the CAC Policy, the Revitalization Tax Program Bylaw, the Zoning Bylaw Amendment, the Subdivision Bylaw Amendment, and the Phased Development Agreement Authorization Bylaw;
- (d) **"CAC Front-ender Agreement"** means an agreement entered into between the Purchaser and the District, as described in section 3.6 of the MOU;
- (e) **"CAC Policy"** means a policy that is adopted by resolution by the District of Squamish Council, as described in section 3.4 of the MOU;
- (f) **"Closing Date"** means April 30, 2015;
- (g) **"DCC Bylaw"** means a Development Cost Charge bylaw under section 933 of the Local Government Act;
- (h) **"DCC Front-ender Agreement"** means an agreement entered into between the Purchaser and the District, in keeping with section 935(3)(d) of the Local Government Act and section 3.8 of the MOU;
- (i) **"Deposit"** has the meaning ascribed to it in Section 2.2(a);
- (j) **"General Partner"** means 0983016 B.C. Ltd.;
- (k) **"Land Agreements"** means collectively, the Phased Development Agreement, the CAC Front-ender Agreement, the DCC Front-ender Agreement, the Latecomer Agreement, and the Revitalization Tax Agreement;
- (l) **"Lands"** means, collectively, those lands and premises set out in Schedule A hereto;
- (m) **"Latecomer Agreement"** means an agreement entered into between the Purchaser and the District in keeping with section 939(9) and (10) of the Local Government Act and section 3.9 of the MOU;
- (n) **"LP Transfer"** means a transfer of the Partnership Interest in a form acceptable to the General Partner;
- (o) **"LTO"** means the New Westminster Land Title Office;
- (p) **"Materials"** means all studies, reports, appraisals, information and other materials, including environmental, zoning, engineering, geotechnical, soils and similar reports or studies, within the possession or control of either of the Vendors with respect to the Lands;

- (q) **"MOU"** means the non-binding Memorandum of Understanding Regarding Squamish Oceanfront Development entered into the 17th day of June, 2014 among the General Partner, the District and SODC;
- (r) **"Partnership Agreement"** means the limited partnership agreement dated July 31, 2014, 2014 between the General Partner, as general partner, and SODC, as limited partner;
- (s) **"Partnership Interest"** has the meaning ascribed to it in the Partnership Agreement;
- (t) **"Permitted Encumbrances"** means and includes the liens, charges and encumbrances listed or referred to in Schedule B;
- (u) **"Phased Development Agreement"** means the Phased Development Agreement authorized by the Phased Development Agreement Authorization Bylaw, which is in keeping with section 3.3 of the MOU;
- (v) **"Phased Development Agreement Authorization Bylaw"** means a bylaw further to section 905.1(2) of the Local Government Act authorizing the entering into by the District of the Phased Development Agreement with the Purchaser;
- (w) **"Purchaser's Condition"** has the meaning ascribed to it in Section 4.1;
- (x) **"Purchase Price"** has the meaning ascribed to it in Section 2.1;
- (y) **"Purchaser's Solicitors"** means Clark Wilson LLP;
- (z) **"Revitalization Tax Agreement"** means an agreement further to section 226(7) of the Community Charter;
- (aa) **"Revitalization Tax Program Bylaw"** means a bylaw further to section 226(4) of the Community Charter, authorizing the making of the Revitalization Tax Agreement;
- (bb) **"Sales Taxes"** means Goods and Services Tax, Harmonized Sales Tax, value added Tax or similar and other such taxes;
- (cc) **"Subdivision Bylaw Amendment"** means that certain amendment to Squamish's Subdivision Control Bylaw (if required) that establishes servicing standards and requirements;
- (dd) **"Subdivision Plan"** means a plan for the subdivision of Lands into development parcels;
- (ee) **"Vendor's Solicitors"** means Lidstone & Company; and
- (ff) **"Zoning Bylaw Amendment"** means an amendment as to Squamish's Zoning Bylaw that is in keeping with the Squamish Oceanfront Peninsula Sub Area Plan.

## **2. PRICE, DEPOSIT AND PAYMENT**

### **2.1 Purchase Price**

The consideration for the Lands will be the sum of \$15,000,000 (the "**Purchase Price**"), exclusive of Sales Taxes, and the consideration referred to in Section 2.2(d). The Purchase Price will include, at no cost to the Purchaser, the Materials.

### **2.2 Payment of Purchase Price**

The Purchaser will pay the Purchase Price and other consideration for the Lands as follows:

- (a) \$1,000,000.00 (the "**Deposit**") will be paid by the Purchaser to the Purchaser's Solicitors, in trust, on or before August 15, 2014;
- (b) by the assumption or paying off by the Purchaser on the Closing Date of the outstanding amount of SODC's line of credit with the Bank of Nova Scotia as of the Closing Date, as secured by Mortgage CA2662695 registered against the Lands (the "**Scotiabank Mortgage**"), up to a maximum amount of \$14,000,000 less the amount of any adjustments pursuant to this Agreement;
- (c) the balance of the Purchase Price, if any, subject to adjustments (the "**Closing Payment**"), will be paid at the direction of the Vendors on the Closing Date as provided in Article 8; and
- (d) the Purchaser will issue the Partnership Interest to SODC, which Partnership Interest, for certainty, will be deemed to equate to a \$5,000,000 capital contribution in the Purchaser.

### **2.3 Deposit**

The Deposit will be held in trust by the Purchaser's Solicitors at an accredited financial institution. Interest, if any, earned on the Deposit, will be for the credit of the Purchaser, except as otherwise stated herein. The Deposit will be dealt with as follows:

- (a) the Deposit, together with any interest earned thereon, will be returned to the Purchaser if the Purchaser's Conditions set out in Section 4.1 are not waived within the time set out therein, except under the circumstances set out in Section 2.3(c), in which case the Deposit will be dealt with as provided in Section 2.3(c);
- (b) the Deposit will be credited on account of the Purchase Price on the Closing Date and any interest earned thereon, will be paid to the Purchaser;
- (c) if the sale of the Lands to the Purchaser does not complete after:
  - (i) the General Partner has been provided with the documentation referenced at Section 4.1(b)(i), 4.1(b)(ii) and 4.1(b)(iii), and has advised the Vendors as set out in Sections 4.1(b)(iv) and 4.1(b)(v); and

- (ii) the Purchaser's Conditions set out in Section 4.1(c) are met on or before March 27, 2018; but
- (iii) the Purchaser fails to enter into the Land Agreements on or before March 31, 2015,

then the Deposit will be forfeited to the Vendors without prejudice to any other rights the Vendors may have in respect of such failure or repudiation by the Purchaser;

- (d) if the Vendors are not in default under this Agreement and the Purchaser fails to complete the purchase in accordance with this Agreement or if the Purchaser repudiates this Agreement, then, at the Vendors' option and on written notice to the Purchaser, the Vendors may cancel this Agreement and the Deposit will be forfeited to the Vendors without prejudice to any other rights the Vendors may have in respect of such failure or repudiation by the Purchaser; or
- (e) if the Purchaser is not in default under this Agreement and the Vendors fail to complete the sale in accordance with this Agreement or if the Vendors repudiate this Agreement, then the Deposit, with interest accrued thereon, if any, will be refunded to the Purchaser upon demand, without prejudice to any other rights the Purchaser may have in respect of such failure or repudiation by the Vendors.

#### **2.4 Authorization to Vendor's Solicitors**

The Vendors and Purchaser hereby irrevocably authorize and direct the Purchaser's Solicitors to hold and pay the Deposit as set out in this Agreement without further notice to, or the consent of, the parties hereto. The Vendors and Purchaser will indemnify and hold harmless the Purchaser's Solicitors for all good-faith acts done in furtherance of the foregoing authorization and direction.

### **3. ACCESS, INFORMATION AND REPRESENTATION**

#### **3.1 Access**

The Purchaser and its authorized representatives, consultants and agents will, upon reasonable prior notice, be given reasonable access to the Lands and may, acting reasonably, carry out such tests, inspections and surveys as the Purchaser may consider appropriate for the purposes hereof. The Purchaser will repair any damage to the Lands arising from such entry and use reasonable efforts to restore the Lands to the condition in which they existed prior to such entry and will indemnify and hold the Vendors harmless from any and all liabilities, actions, costs, damages and liens (including builders' liens) arising from the entry of the Purchaser or its representatives, consultants and agents on the Lands pursuant hereto.

#### **3.2 Authorizations**

The Vendors will, at the Purchaser's request, promptly execute and deliver any authorizations reasonably required by the Purchaser to permit statutory or governmental authorities to release information to the Purchaser concerning the Lands or title thereto.

### **3.3 Vendors' Materials**

The Vendors will promptly provide to the Purchaser, after execution of this Agreement by the Vendors and the Purchaser, a copy of all Materials, but the Vendors will not be responsible, liable or subject to recourse in any way for the content, accuracy or reliability of the Materials or the opinions expressed therein.

### **3.4 Representations of the Vendors**

The Vendors represents and warrants to the Purchaser that the Vendors have full and sufficient authority to convey legal title and beneficial ownership of the Lands to the Purchaser in accordance herewith.

### **3.5 Subsequent Agreements**

Any charges or encumbrances, except Permitted Encumbrances, affecting the Lands and which will survive the Closing Date and any agreements or arrangements made with governmental authorities or third parties, except the Land Agreements, in connection with the rezoning or future development of the Lands will require the prior written consent of the Purchaser, which consent will not be unreasonably withheld.

## **4. PURCHASER'S CONDITION**

### **4.1 Purchaser's Condition**

The Purchaser's obligation to purchase the Lands is subject to delivery of written waiver by the Purchaser to the Vendors of the following conditions (the "**Purchaser's Conditions**");

- (a) the Purchaser and the District entering into the following agreements on or before March 31, 2015:
  - (i) the Phased Development Agreement, having a twenty year term;
  - (ii) the CAC Front-ender Agreement, having a twenty year term;
  - (iii) the DCC Front-ender Agreement, having a twenty year term;
  - (iv) the Latecomer Agreement, having a twenty year term; and
  - (v) the Revitalization Tax Agreement, having a term as permitted under the *Local Government Act* and the *Community Charter*, subject to Section 4.1(c)(vii);
- (b) on or before February 28, 2015, the General Partner, having been presented with
  - (i) complete and final forms of the Land Agreements;
  - (ii) complete and final forms of the Bylaws and Policies, and

- (iii) the response of the Approving Officer for the District of Squamish to the Subdivision Plan, by way of a preliminary approval letter containing particulars of the preconditions to approval if any, or a statement of refusal,

advises the District of Squamish and SODC in writing that:

- (iv) the General Partner has determined that financing is obtainable by it, on behalf of the Partnership, for the transactions contemplated herein, on terms that are satisfactory to the General Partner in its sole and absolute discretion; and
  - (v) the General Partner will cause the Limited Partnership to enter into the Land Agreements on or before March 31, 2015, provided the Purchaser's Conditions set out in Section 4.1(c) are met on or before March 27, 2015; and
- (c) on or before March 27, 2015:
- (i) the DCC Bylaw is adopted by the District of Squamish Council;
  - (ii) the DCC Bylaw has received approval from the Inspector of Municipalities;
  - (iii) the CAC Policy is adopted by the District of Squamish Council;
  - (iv) the making of the Latecomer Agreement is authorized by resolution of the District of Squamish Council;
  - (v) the making of the DCC Front-ender Agreement is authorized by resolution of the District of Squamish Council;
  - (vi) the making of the CAC Front-ender Agreement is authorized by resolution of the District of Squamish Council;
  - (vii) the Revitalization Tax Program Bylaw is adopted by the District of Squamish Council;
  - (viii) the making of the Revitalization Tax Agreement is authorized by resolution of the District of Squamish Council;
  - (ix) the Zoning Bylaw Amendment is adopted by the District of Squamish Council;
  - (x) the Subdivision Bylaw Amendment is adopted by the District of Squamish Council;
  - (xi) the Phased Development Agreement Authorization Bylaw is adopted by the District of Squamish Council;

- (xii) the Inspector of Municipalities has approved a 20 year term for the Phased Development Agreement;
- (xiii) if the Approving Officer for the District of Squamish has provided a preliminary layout approval for the subdivision with or without conditions on or before February 28, 2015, and the conditions have been met or secured before March 27, 2015, the Approving Officer signs the Subdivision Plan.

The Purchaser's Conditions are for the sole benefit of the Purchaser and must be waived in writing on or before the dates specified above, failing which, this Agreement will be terminated. In consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged by the Vendors, the Vendors hereby agree not to terminate this Agreement during the period for waiver of the Purchaser's Conditions.

## **5. PARTNERSHIP INTEREST**

### **5.1 Assignment of Partnership Interest**

The Purchaser and the Vendors acknowledge and agree that immediately after the closing of the purchase and sale of the Lands on the Closing Date, SODC will, pursuant to a LP Transfer, transfer and assign the Partnership Interest to a Canadian corporation wholly owned by the District.

## **6. VENDORS' COVENANTS**

### **6.1 Change of Name**

On or after the Closing Date and upon the request of the Purchaser, the Vendors will provide all necessary consents and undertake whatever efforts may be required, including changing SODC's name, to:

- (a) assist the General Partner in changing its name to Squamish Oceanfront Development Corporation; and
- (b) assist the Purchaser in changing its name to Squamish Oceanfront Development LP.

## **7. PURCHASER'S DEVELOPMENT**

### **7.1 Vendors' Approvals and Cooperation.**

The Vendors, acting reasonably and in their capacity as land owners and not, in respect of District of Squamish, in its capacity as local government, will execute all applications, consents or forms for approval or licenses and permits as may reasonably be requested by the Purchaser as part of its permit applications to develop the Lands. All associated costs, risks and liabilities will be borne by the Purchaser and the Vendors will not incur and will not be obliged to incur any costs, risks, or liabilities with respect thereto.



## **8. CLOSING DATE AND PROCEDURE**

### **8.1 Closing Date**

The date for completion of the purchase of the Lands will be the Closing Date.

### **8.2 Vendors' Closing Documents**

On or before the Closing Date, the Vendors will deliver to the Purchaser's Solicitors, properly executed and in registrable form where applicable, the following documents:

- (a) Form A – freehold transfer (the “Transfer”), transferring title of the Lands to the Purchaser, free and clear of all liens, charges, claims and encumbrances, save and except the Permitted Encumbrances and those financial charges, if any, to be discharged by the Vendor's Solicitors as provided herein;
- (b) a transfer of beneficial interest from SODC to the Purchaser transferring SODC's beneficial interest in the Lands to the Purchaser;
- (c) a statement of adjustments for the purchase and sale of the Lands (the “Statement of Adjustments”);
- (d) transmittal letters from those authors of the third party professional reports relating to the Lands included in the Materials identified by the Purchaser and agreed to by the Vendors, acting reasonably, prior to satisfaction or waiver of the condition in Section 4.1(b)(iv), permitting the Purchaser to rely on such report;
- (e) discharges in registrable form of all liens, charges, claims and encumbrances not constituting Permitted Encumbrances against the Lands or undertakings from the Vendors' Solicitors, satisfactory to the Purchaser's Solicitors, acting reasonably, to discharge such liens, charges, claims and encumbrances within a reasonable time after the Closing Date;
- (f) a certificate of an officer of SODC that SODC is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the LP Transfer;
- (h) all documents reasonably requested by the Bank of Nova Scotia to effect the assumption by the Purchaser of the Scotiabank Mortgage; and
- (i) such further and other documents as the Purchaser's Solicitors, acting reasonably, may require.

### **8.3 Purchaser's Closing Documents**

On or before the Closing Date, the Purchaser will duly execute and deliver to the Vendors' Solicitors the following:

- (a) a certificate satisfactory to the Vendors' Solicitors, acting reasonably, and sufficient to relieve the Vendors from any obligation to collect and remit any Sales Taxes with respect to the sale of the Lands to the Purchaser and an indemnity of the Vendors in respect thereof;
- (b) the Statement of Adjustments;
- (c) all documents reasonably requested by the Bank of Nova Scotia to effect the assumption by the Purchaser of the Scotiabank Mortgage;
- (d) evidence of the release of SODC and the District from a guarantee and covenant, respectively, in favour of the Bank of Nova Scotia;
- (e) evidence of the issuance of the Partnership Interest to SODC;
- (f) the LP Transfer;
- (g) evidence of transfer of the Partnership Interest in accordance with the LP Transfer; and
- (h) such further and other documents as the Vendors' Solicitors, acting reasonably, may require;

and the Purchaser will deliver to the Purchaser's Solicitors by wire transfer, bank draft or certified trust account cheque drawn on a Canadian chartered bank in British Columbia payable to the Purchaser's Solicitors, in trust, in an amount equal to the Closing Payment (as adjusted in accordance with the Statement of Adjustments), less the amount, if any, to be advanced to the Purchaser on the Closing Date under any mortgage financing arranged by the Purchaser in respect of the Lands.

#### **8.4 Registration**

Following receipt by the Purchaser's Solicitors of the funds referred to in Section 8.3 and of the documents and items referred to in 8.2 and receipt by the Vendors' Solicitors of the documents referred to in Section 8.3, the Purchaser will cause the Purchaser's Solicitors to submit the Transfer for registration in the LTO, concurrently with any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands. If there is Purchaser's mortgage financing, the Purchaser's Solicitors will not submit the Transfer for registration in the LTO until the Purchaser's Solicitors have received confirmation from the solicitors for the Purchaser's mortgagee that, to the best of their knowledge, all conditions for funding have been met except for depositing the security documents for registration and verification that they will constitute charges on the Lands in the ordinary course of completion of that registration (subject only to the Permitted Encumbrances, any charges or encumbrances created by the Purchaser and any charges or encumbrances to be discharged by the Vendors' Solicitors on appropriate undertakings). The Purchaser's Solicitors will undertake to the Vendors' Solicitors that if the Purchase Price is not paid to the Vendors on the Closing Date, they will, upon the written request of the Vendors' Solicitors, forthwith cause the application for registration of the Transfer to be withdrawn and cancelled and will forthwith cause the solicitors for the Purchaser's mortgagee to do the same with respect to the security documents and any other filings made by them with respect to the Lands.

## **8.5 Closing Procedure**

Forthwith following the filings referred to in Section 8.4 and upon the Purchaser's Solicitors, acting reasonably, being satisfied as to the title to the Lands, after conducting a post-submission LTO search of the Lands disclosing only the following:

- (a) the Permitted Encumbrances;
- (b) pending number(s) assigned to the Transfer;
- (c) pending numbers assigned to any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands; and
- (d) any other charges and encumbrances approved by the Purchaser;

the Purchaser will cause the Purchaser's Solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands, to deliver to the Vendors' Solicitors by wire transfer, bank draft or a certified trust cheque drawn on a Canadian chartered bank, an amount equal to the balance due to the Vendors (evidenced by the Statement of Adjustments).

## **8.6 Purchaser's Obligation to Pay**

Notwithstanding the closing procedures referred to above, as between the Vendors and the Purchaser, it remains the Purchaser's obligation to pay the Purchase Price (adjusted in accordance with the Statement of Adjustments) to the Vendors on the Closing Date, regardless of whether the Purchaser's Solicitors receive all or any proceeds of any financing, and the failure of the Purchaser to pay the Purchase Price to the Vendors on a Closing Date will constitute a default by the Purchaser under this Agreement.

## **8.7 Completion of Closing**

Registration of all the requisite documents in the LTO on the Closing Date and all matters of payment and delivery of documents by each party to the other in respect of the Closing Date will be deemed to be concurrent requirements of closing.

## **9. DOCUMENTS, COSTS AND TAXES**

### **9.1 Registration Fees and Property Transfer Tax**

The Purchaser will pay the Property Transfer Tax and fees for the registration of the Transfer and any other documents required by the Purchaser to be filed in the LTO in respect of the purchase and sale transaction contemplated by this Agreement.

### **9.2 Closing Documents**

Unless otherwise agreed between the Vendors' Solicitors and the Purchaser's Solicitors, each acting reasonably, the Purchaser's Solicitors will prepare the documents required to be delivered by the parties

for the purposes of closing, all of which documents will be delivered for execution at least 3 Business Days prior to the Closing Date and will be in form approved by the Purchaser's Solicitors and the Vendors' Solicitors, each acting reasonably.

### **9.3 Cost to Clear Title**

The cost of obtaining and registering any documents required to clear title to the Lands of any liens, claims or encumbrances not constituting Permitted Encumbrances will be borne by the Vendors. For certainty, any costs associated with the assumption or payout of the Scotiabank Mortgage and obtaining releases of the Vendors from their obligations under the Scotiabank Mortgage will be borne by the Vendors, other than the Purchaser's legal costs related to such assumption or payout.

### **9.4 Sales Taxes**

The Purchaser is responsible for all Sales Taxes in respect of the purchase and sale of the Lands contemplated herein and will be responsible to account for Sales Taxes in respect thereof in accordance with applicable legislation.

## **10. POSSESSION**

### **10.1 Possession**

The Purchaser will be entitled to vacant possession of the Lands on the Closing Date, immediately following payment of the Purchase Price.

## **11. ADJUSTMENTS**

### **11.1 Adjustments**

Property taxes and similar charges, if applicable, and all other matters relating to the Lands and customarily the subject of adjustment on the sale of similar lands will be adjusted and pro-rated between the Vendors and the Purchaser as at the Closing Date and the Vendors will bear and pay all expenses and receive all income, if any, related to the Lands accrued in respect of any time prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Lands which accrue in respect of any time from and including the Closing Date.

## **12. CONDITION OF LANDS**

### **12.1 Condition of Lands**

The Purchaser hereby acknowledges and agrees that:

- (a) the Purchaser is acquiring the Lands on an "as is and where is" basis with no representations or warranties as to its condition, environmentally, geotechnically or otherwise, or its suitability for the Purchaser's purposes; and
- (b) the Purchaser hereby waives any requirement for the Vendors to provide the Purchaser with a site profile under the *Environmental Management Act* (British Columbia).

## **12.2 No Liability and No Claims**

The Purchaser covenants and agrees that the Vendors shall have no liability whatsoever, and the Purchaser shall not make any claims against the Vendors in respect of any contamination of the Lands (or any other lands owned by the Vendors) or which is due to or the result of any Hazardous Materials being located on the Lands or migrating to or from the Lands before the Closing Date. For the purposes of this Section 12.2, "Hazardous Materials" means any underground storage tanks, any explosive or radioactive materials, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind, including, without limitation, compounds known as chlorobiphenyls, petroleum and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transportation, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under environmental laws.

## **13. RISK**

### **13.1 Risk**

The Lands will be at the risk of the Vendors up to the time of submission for registration of the Transfer in the LTO, and will be at the risk of the Purchaser thereafter.

## **14. MISCELLANEOUS**

### **14.1 Tender**

Any tender of documents or money may be made upon a party or upon its solicitors and money may be tendered by certified solicitor's cheque or bank draft drawn on a Canadian chartered bank.

### **14.2 Time of Essence**

Time will be of the essence of this Agreement.

### **14.3 Business Days**

In the event that any date established or stipulated herein for performance or for the expiry of a period of time falls upon a day which is not a Business Day, then such date will be deemed to be the next following Business Day.

### **14.4 Interpretation**

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

### **14.5 Notices**

Any notice to be given under this Agreement will be in writing and will be validly given if delivered, transmitted by facsimile or email or mailed in British Columbia by prepaid registered post to the parties as follows:

**(a) To the Purchaser at:**

0983016 B.C. Ltd.  
Attention: Michael Hutchison  
401 - 37989 Cleveland Avenue  
P.O. Box 1068  
Squamish, BC V8B 0A7  
Telephone: 604.898.1901  
E-mail: [mhutchison@bethelcorp.ca](mailto:mhutchison@bethelcorp.ca)

with copies to:

CLARK WILSON LLP  
Barristers & Solicitors  
800 – 885 West Georgia Street  
Vancouver, B.C. V6C 3H1

Attention: Peter Kenward

Fax No. (604) 687-6314  
Email: [phk@cwilson.com](mailto:phk@cwilson.com)

And:

Kristian Teleki  
Senior Vice President  
Matthews Southwest  
1660 S Stemmons Fwy., Suite 100  
Lewisville, TX 75067

**(b) To the District at:**

District of Squamish  
Attention: Corien Speaker  
37955 2nd Avenue  
Squamish, BC V8B 0A3

Telephone: 604.892.1083  
E-mail: [cspeaker@squamish.ca](mailto:cspeaker@squamish.ca)

with a copy to:

LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 – Sun Tower  
128 Pender Street West  
Vancouver, B.C. V6B 1R8

Attention: Don Lidstone

Fax No. 604-899-2281  
Email: [lidstone@lidstone.info](mailto:lidstone@lidstone.info)

(c) To SODC at:

Squamish Oceanfront Development Corporation  
Attention: Corien Speaker  
37321 Galbraith Road  
P.O. Box 468  
Squamish, BC V8B 0A4  
Telephone: 604.892.1083  
E-mail: [cspeaker@squamish.ca](mailto:cspeaker@squamish.ca)

with a copy to:

LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 – Sun Tower  
128 Pender Street West  
Vancouver, B.C. V6B 1R8

Attention: Don Lidstone

Fax No. 604-899-2281  
Email: [lidstone@lidstone.info](mailto:lidstone@lidstone.info)

or to such other address, email or facsimile number as a party may advise the other by written notice hereunder. Any notice addressed and provided as aforesaid will be deemed to have been given on the day of delivery or transmission by email or facsimile if a Business Day, and if not a Business Day, then on the next Business Day or if mailed, on the third Business Day following the posting thereof. Notices will not be mailed during the currency of a postal strike, dispute or slowdown, and during such time, notice will only be effective if emailed or transmitted (without a failure notice) or if delivered.

#### **14.6 Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the sale and purchase of the Lands and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser. There are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, save as set forth herein. References to the MOU in this Agreement are made solely for the purposes of referencing definitions therein.

#### **14.7 Amendment in Writing**

This Agreement will not be amended except in writing.

#### **14.8 Survival**

All representations and warranties, if any, of the Vendors or the Purchaser in this Agreement or in any document delivered in connection herewith will survive the closing of the sale and purchase of the

Lands for a period of one year from the Closing Date, after which they will be of no further force or effect except in respect of claims made by either party within such one year period.

#### **14.9 Assignment**

This Agreement is not assignable by the Purchaser without the prior written consent of the Vendors. For certainty, the Purchaser may direct the conveyance of Lands to one or more Affiliates of the General Partner who will act as nominee(s) or bare trustee(s) for the Purchaser. No assignment of this Agreement or the appointment of a nominee or bare trustee will operate to release the Purchaser from any of its obligations under this Agreement.

#### **14.10 Agency and Commission**

The Purchaser warrants to the Vendor that the Purchaser has not utilized the services of any real estate agent or salesperson in connection with the purchase or sale of the Lands to whom any fees, commission or compensation would be payable by the Vendor. The Vendors will be solely responsible for any real estate commission payable to any real estate agent that the Vendors have engaged in respect of the sale of the Lands.

#### **14.11 Confidentiality**

- (a) The Purchaser will keep the financial terms hereof in strict confidence, except to the extent disclosure is required to be made to the Purchaser's lenders, consultants, agents and others having a need to know.
- (b) This Agreement, and the information it contains, may be the subject of an access to information request made to the Vendors under the *Freedom of Information and Protection of Privacy Act* and the Vendors and the Purchaser agree that the Vendors may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information of the Purchaser supplied to the Vendors in connection with this Agreement, whether or not the Purchaser has expressly stipulated that the information in question is confidential for the purposes of that enactment.

#### **14.12 Costs and Expenses**

Each of the parties will bear their own costs, expenses and legal fees incurred or to be incurred in negotiating and preparing this Agreement and otherwise in connection with this transaction.

#### **14.13 References**

Wherever the singular or masculine is used in this Agreement, the same will be deemed to include references to the plural, feminine or body corporate or politic, as the context may require.

#### **14.14 Governing Law**

This Agreement will be governed by and construed in accordance with the laws of British Columbia and the Vendors and Purchaser hereby attorn to the jurisdiction of the courts of British Columbia.



**14.15 Binding Effect**

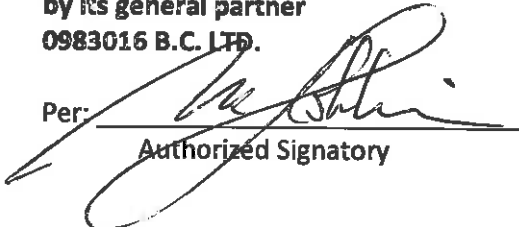
This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**14.16 Execution in Counterparts or by Facsimile**

This Agreement may be executed and delivered in counterparts and by facsimile transmission.

IN WITNESS WHEREOF this Agreement has been executed and delivered.

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,  
by its general partner  
0983016 B.C. LTD.**

Per:   
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**DISTRICT OF SQUAMISH**

Per:   
Authorized Signatory

Per:   
Authorized Signatory

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per:   
Authorized Signatory

Per:   
Authorized Signatory

## **SCHEDULE A**

### **LANDS**

**PID: 007-774-010**

**LOT G DISTRICT LOTS 486, 4271, 4618, 5717, 6042 AND 7134 PLAN 14953**

**PID: 007-779-674**

**LOT D BLOCK 1 DISTRICT LOTS 486 AND 4271 PLAN 14521**

**PID: 026-267-152**

**LOT 3 DISTRICT LOT 4271 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16861**

**PID: 026-267-161**

**LOT 2 DISTRICT LOT 4271 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16861**

**PID: 026-267-128**

**LOT 1 DISTRICT LOT 486 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16860**

**PID: 008-606-153**

**BLOCK B DISTRICT LOTS 4618, 5717, 6042 AND 7134 PLAN 13452**

**PID: 026-267-136**

**LOT 2 DISTRICT LOT 486 PLAN BCP16860**

**PID: 026-267-144**

**LOT 1 DISTRICT LOT 4271 PLAN BCP16861**

**PID: 015-788-741**

**DISTRICT LOT 5717 EXCEPT PORTIONS IN PLANS 13452 AND 14953**

**PID: 015-792-587**

**DISTRICT LOT 6042 EXCEPT PART IN PLAN 13452**

## **SCHEDULE B**

### **PERMITTED ENCUMBRANCES**

The encumbrances, rights, and exceptions, restrictions, provisos, conditions and reservations referred to in Section 23(2) of the *Land Title Act*.

The liens, charges, and encumbrances registered against the Lands as of the date of execution and delivery hereof, except mortgages and similar financial charges granted by the Vendors other than the Scotiabank Mortgage.

**PURCHASE AND SALE AGREEMENT**  
**[Squamish Oceanfront Development]**

COPY

THIS AGREEMENT is dated for reference July 31, 2014.

AMONG:

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**  
37321 Galbraith Road  
P.O. Box 468  
Squamish, BC V8B 0A4  
  
(**"SODC"**)

AND:

**DISTRICT OF SQUAMISH**  
37955 2nd Avenue  
Squamish, BC V8B 0A3

(the **"District"**, and together with SODC, the **"Vendors"**)

AND:

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,**  
401 – 37989 Cleveland Avenue  
P.O. Box 1068  
Squamish, BC V8B 0A7  
  
(the **"Purchaser"**)

In consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree with each other as follows:

**1. AGREEMENT**

**1.1 Purchase and Sale**

In accordance with the terms of this Agreement, the Purchaser will purchase and the Vendors will sell the Lands, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances.

**1.2 Definitions**

For purposes of this Agreement:

- (a) **"Affiliate"** means a corporation that is affiliated with another corporation, as defined in the *Business Corporations Act* of British Columbia;

- (b) **"Business Day"** means Monday to Friday inclusive of each week, excluding any day which is a statutory holiday in British Columbia and any day when the LTO is closed for business;
- (c) **"Bylaws and Policies"** means, collectively, the DCC Bylaw, the CAC Policy, the Revitalization Tax Program Bylaw, the Zoning Bylaw Amendment, the Subdivision Bylaw Amendment, and the Phased Development Agreement Authorization Bylaw;
- (d) **"CAC Front-ender Agreement"** means an agreement entered into between the Purchaser and the District, as described in section 3.6 of the MOU;
- (e) **"CAC Policy"** means a policy that is adopted by resolution by the District of Squamish Council, as described in section 3.4 of the MOU;
- (f) **"Closing Date"** means April 30, 2015;
- (g) **"DCC Bylaw"** means a Development Cost Charge bylaw under section 933 of the Local Government Act;
- (h) **"DCC Front-ender Agreement"** means an agreement entered into between the Purchaser and the District, in keeping with section 935(3)(d) of the Local Government Act and section 3.8 of the MOU;
- (i) **"Deposit"** has the meaning ascribed to it in Section 2.2(a);
- (j) **"General Partner"** means 0983016 B.C. Ltd.;
- (k) **"Land Agreements"** means collectively, the Phased Development Agreement, the CAC Front-ender Agreement, the DCC Front-ender Agreement, the Latecomer Agreement, and the Revitalization Tax Agreement;
- (l) **"Lands"** means, collectively, those lands and premises set out in Schedule A hereto;
- (m) **"Latecomer Agreement"** means an agreement entered into between the Purchaser and the District in keeping with section 939(9) and (10) of the Local Government Act and section 3.9 of the MOU;
- (n) **"LP Transfer"** means a transfer of the Partnership Interest in a form acceptable to the General Partner;
- (o) **"LTO"** means the New Westminster Land Title Office;
- (p) **"Materials"** means all studies, reports, appraisals, information and other materials, including environmental, zoning, engineering, geotechnical, soils and similar reports or studies, within the possession or control of either of the Vendors with respect to the Lands;

- (q) **"MOU"** means the non-binding Memorandum of Understanding Regarding Squamish Oceanfront Development entered into the 17th day of June, 2014 among the General Partner, the District and SODC;
- (r) **"Partnership Agreement"** means the limited partnership agreement dated July 31, 2014, 2014 between the General Partner, as general partner, and SODC, as limited partner;
- (s) **"Partnership Interest"** has the meaning ascribed to it in the Partnership Agreement;
- (t) **"Permitted Encumbrances"** means and includes the liens, charges and encumbrances listed or referred to in Schedule B;
- (u) **"Phased Development Agreement"** means the Phased Development Agreement authorized by the Phased Development Agreement Authorization Bylaw, which is in keeping with section 3.3 of the MOU;
- (v) **"Phased Development Agreement Authorization Bylaw"** means a bylaw further to section 905.1(2) of the Local Government Act authorizing the entering into by the District of the Phased Development Agreement with the Purchaser;
- (w) **"Purchaser's Condition"** has the meaning ascribed to it in Section 4.1;
- (x) **"Purchase Price"** has the meaning ascribed to it in Section 2.1;
- (y) **"Purchaser's Solicitors"** means Clark Wilson LLP;
- (z) **"Revitalization Tax Agreement"** means an agreement further to section 226(7) of the Community Charter;
- (aa) **"Revitalization Tax Program Bylaw"** means a bylaw further to section 226(4) of the Community Charter, authorizing the making of the Revitalization Tax Agreement;
- (bb) **"Sales Taxes"** means Goods and Services Tax, Harmonized Sales Tax, value added Tax or similar and other such taxes;
- (cc) **"Subdivision Bylaw Amendment"** means that certain amendment to Squamish's Subdivision Control Bylaw (if required) that establishes servicing standards and requirements;
- (dd) **"Subdivision Plan"** means a plan for the subdivision of Lands into development parcels;
- (ee) **"Vendor's Solicitors"** means Lidstone & Company; and
- (ff) **"Zoning Bylaw Amendment"** means an amendment as to Squamish's Zoning Bylaw that is in keeping with the Squamish Oceanfront Peninsula Sub Area Plan.

## **2. PRICE, DEPOSIT AND PAYMENT**

### **2.1 Purchase Price**

The consideration for the Lands will be the sum of \$15,000,000 (the "**Purchase Price**"), exclusive of Sales Taxes, and the consideration referred to in Section 2.2(d). The Purchase Price will include, at no cost to the Purchaser, the Materials.

### **2.2 Payment of Purchase Price**

The Purchaser will pay the Purchase Price and other consideration for the Lands as follows:

- (a) \$1,000,000.00 (the "**Deposit**") will be paid by the Purchaser to the Purchaser's Solicitors, in trust, on or before August 15, 2014;
- (b) by the assumption or paying off by the Purchaser on the Closing Date of the outstanding amount of SODC's line of credit with the Bank of Nova Scotia as of the Closing Date, as secured by Mortgage CA2662695 registered against the Lands (the "**Scotiabank Mortgage**"), up to a maximum amount of \$14,000,000 less the amount of any adjustments pursuant to this Agreement;
- (c) the balance of the Purchase Price, if any, subject to adjustments (the "**Closing Payment**"), will be paid at the direction of the Vendors on the Closing Date as provided in Article 8; and
- (d) the Purchaser will issue the Partnership Interest to SODC, which Partnership Interest, for certainty, will be deemed to equate to a \$5,000,000 capital contribution in the Purchaser.

### **2.3 Deposit**

The Deposit will be held in trust by the Purchaser's Solicitors at an accredited financial institution. Interest, if any, earned on the Deposit, will be for the credit of the Purchaser, except as otherwise stated herein. The Deposit will be dealt with as follows:

- (a) the Deposit, together with any interest earned thereon, will be returned to the Purchaser if the Purchaser's Conditions set out in Section 4.1 are not waived within the time set out therein, except under the circumstances set out in Section 2.3(c), in which case the Deposit will be dealt with as provided in Section 2.3(c);
- (b) the Deposit will be credited on account of the Purchase Price on the Closing Date and any interest earned thereon, will be paid to the Purchaser;
- (c) if the sale of the Lands to the Purchaser does not complete after:
  - (i) the General Partner has been provided with the documentation referenced at Section 4.1(b)(i), 4.1(b)(ii) and 4.1(b)(iii), and has advised the Vendors as set out in Sections 4.1(b)(iv) and 4.1(b)(v); and

- (ii) the Purchaser's Conditions set out in Section 4.1(c) are met on or before March 27, 2018; but
- (iii) the Purchaser fails to enter into the Land Agreements on or before March 31, 2015,

then the Deposit will be forfeited to the Vendors without prejudice to any other rights the Vendors may have in respect of such failure or repudiation by the Purchaser;

- (d) if the Vendors are not in default under this Agreement and the Purchaser fails to complete the purchase in accordance with this Agreement or if the Purchaser repudiates this Agreement, then, at the Vendors' option and on written notice to the Purchaser, the Vendors may cancel this Agreement and the Deposit will be forfeited to the Vendors without prejudice to any other rights the Vendors may have in respect of such failure or repudiation by the Purchaser; or
- (e) if the Purchaser is not in default under this Agreement and the Vendors fail to complete the sale in accordance with this Agreement or if the Vendors repudiate this Agreement, then the Deposit, with interest accrued thereon, if any, will be refunded to the Purchaser upon demand, without prejudice to any other rights the Purchaser may have in respect of such failure or repudiation by the Vendors.

## **2.4 Authorization to Vendor's Solicitors**

The Vendors and Purchaser hereby irrevocably authorize and direct the Purchaser's Solicitors to hold and pay the Deposit as set out in this Agreement without further notice to, or the consent of, the parties hereto. The Vendors and Purchaser will indemnify and hold harmless the Purchaser's Solicitors for all good-faith acts done in furtherance of the foregoing authorization and direction.

## **3. ACCESS, INFORMATION AND REPRESENTATION**

### **3.1 Access**

The Purchaser and its authorized representatives, consultants and agents will, upon reasonable prior notice, be given reasonable access to the Lands and may, acting reasonably, carry out such tests, inspections and surveys as the Purchaser may consider appropriate for the purposes hereof. The Purchaser will repair any damage to the Lands arising from such entry and use reasonable efforts to restore the Lands to the condition in which they existed prior to such entry and will indemnify and hold the Vendors harmless from any and all liabilities, actions, costs, damages and liens (including builders' liens) arising from the entry of the Purchaser or its representatives, consultants and agents on the Lands pursuant hereto.

### **3.2 Authorizations**

The Vendors will, at the Purchaser's request, promptly execute and deliver any authorizations reasonably required by the Purchaser to permit statutory or governmental authorities to release information to the Purchaser concerning the Lands or title thereto.



### **3.3 Vendors' Materials**

The Vendors will promptly provide to the Purchaser, after execution of this Agreement by the Vendors and the Purchaser, a copy of all Materials, but the Vendors will not be responsible, liable or subject to recourse in any way for the content, accuracy or reliability of the Materials or the opinions expressed therein.

### **3.4 Representations of the Vendors**

The Vendors represents and warrants to the Purchaser that the Vendors have full and sufficient authority to convey legal title and beneficial ownership of the Lands to the Purchaser in accordance herewith.

### **3.5 Subsequent Agreements**

Any charges or encumbrances, except Permitted Encumbrances, affecting the Lands and which will survive the Closing Date and any agreements or arrangements made with governmental authorities or third parties, except the Land Agreements, in connection with the rezoning or future development of the Lands will require the prior written consent of the Purchaser, which consent will not be unreasonably withheld.

## **4. PURCHASER'S CONDITION**

### **4.1 Purchaser's Condition**

The Purchaser's obligation to purchase the Lands is subject to delivery of written waiver by the Purchaser to the Vendors of the following conditions (the "Purchaser's Conditions"):

- (a) the Purchaser and the District entering into the following agreements on or before March 31, 2015:
  - (i) the Phased Development Agreement, having a twenty year term;
  - (ii) the CAC Front-ender Agreement, having a twenty year term;
  - (iii) the DCC Front-ender Agreement, having a twenty year term;
  - (iv) the Latecomer Agreement, having a twenty year term; and
  - (v) the Revitalization Tax Agreement, having a term as permitted under the *Local Government Act* and the *Community Charter*, subject to Section 4.1(c)(vii);
- (b) on or before February 28, 2015, the General Partner, having been presented with
  - (i) complete and final forms of the Land Agreements;
  - (ii) complete and final forms of the Bylaws and Policies, and

- (iii) the response of the Approving Officer for the District of Squamish to the Subdivision Plan, by way of a preliminary approval letter containing particulars of the preconditions to approval if any, or a statement of refusal,

advises the District of Squamish and SODC in writing that:

- (iv) the General Partner has determined that financing is obtainable by it, on behalf of the Partnership, for the transactions contemplated herein, on terms that are satisfactory to the General Partner in its sole and absolute discretion; and
  - (v) the General Partner will cause the Limited Partnership to enter into the Land Agreements on or before March 31, 2015, provided the Purchaser's Conditions set out in Section 4.1(c) are met on or before March 27, 2015; and
- (c) on or before March 27, 2015:
- (i) the DCC Bylaw is adopted by the District of Squamish Council;
  - (ii) the DCC Bylaw has received approval from the Inspector of Municipalities;
  - (iii) the CAC Policy is adopted by the District of Squamish Council;
  - (iv) the making of the Latecomer Agreement is authorized by resolution of the District of Squamish Council;
  - (v) the making of the DCC Front-ender Agreement is authorized by resolution of the District of Squamish Council;
  - (vi) the making of the CAC Front-ender Agreement is authorized by resolution of the District of Squamish Council;
  - (vii) the Revitalization Tax Program Bylaw is adopted by the District of Squamish Council;
  - (viii) the making of the Revitalization Tax Agreement is authorized by resolution of the District of Squamish Council;
  - (ix) the Zoning Bylaw Amendment is adopted by the District of Squamish Council;
  - (x) the Subdivision Bylaw Amendment is adopted by the District of Squamish Council;
  - (xi) the Phased Development Agreement Authorization Bylaw is adopted the District of Squamish Council;

- (xii) the Inspector of Municipalities has approved a 20 year term for the Phased Development Agreement;
- (xiii) if the Approving Officer for the District of Squamish has provided a preliminary layout approval for the subdivision with or without conditions on or before February 28, 2015, and the conditions have been met or secured before March 27, 2015, the Approving Officer signs the Subdivision Plan.

The Purchaser's Conditions are for the sole benefit of the Purchaser and must be waived in writing on or before the dates specified above, failing which, this Agreement will be terminated. In consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged by the Vendors, the Vendors hereby agree not to terminate this Agreement during the period for waiver of the Purchaser's Conditions.

## **5. PARTNERSHIP INTEREST**

### **5.1 Assignment of Partnership Interest**

The Purchaser and the Vendors acknowledge and agree that immediately after the closing of the purchase and sale of the Lands on the Closing Date, SODC will, pursuant to a LP Transfer, transfer and assign the Partnership Interest to a Canadian corporation wholly owned by the District.

## **6. VENDORS' COVENANTS**

### **6.1 Change of Name**

On or after the Closing Date and upon the request of the Purchaser, the Vendors will provide all necessary consents and undertake whatever efforts may be required, including changing SODC's name, to:

- (a) assist the General Partner in changing its name to Squamish Oceanfront Development Corporation; and
- (b) assist the Purchaser in changing its name to Squamish Oceanfront Development LP.

## **7. PURCHASER'S DEVELOPMENT**

### **7.1 Vendors' Approvals and Cooperation.**

The Vendors, acting reasonably and in their capacity as land owners and not, in respect of District of Squamish, in its capacity as local government, will execute all applications, consents or forms for approval or licenses and permits as may reasonably be requested by the Purchaser as part of its permit applications to develop the Lands. All associated costs, risks and liabilities will be borne by the Purchaser and the Vendors will not incur and will not be obliged to incur any costs, risks, or liabilities with respect thereto.

## **8. CLOSING DATE AND PROCEDURE**

### **8.1 Closing Date**

The date for completion of the purchase of the Lands will be the Closing Date.

### **8.2 Vendors' Closing Documents**

On or before the Closing Date, the Vendors will deliver to the Purchaser's Solicitors, properly executed and in registrable form where applicable, the following documents:

- (a) Form A – freehold transfer (the “**Transfer**”), transferring title of the Lands to the Purchaser, free and clear of all liens, charges, claims and encumbrances, save and except the Permitted Encumbrances and those financial charges, if any, to be discharged by the Vendor's Solicitors as provided herein;
- (b) a transfer of beneficial interest from SODC to the Purchaser transferring SODC's beneficial interest in the Lands to the Purchaser;
- (c) a statement of adjustments for the purchase and sale of the Lands (the “**Statement of Adjustments**”);
- (d) transmittal letters from those authors of the third party professional reports relating to the Lands included in the Materials identified by the Purchaser and agreed to by the Vendors, acting reasonably, prior to satisfaction or waiver of the condition in Section 4.1(b)(iv), permitting the Purchaser to rely on such report;
- (e) discharges in registrable form of all liens, charges, claims and encumbrances not constituting Permitted Encumbrances against the Lands or undertakings from the Vendors' Solicitors, satisfactory to the Purchaser's Solicitors, acting reasonably, to discharge such liens, charges, claims and encumbrances within a reasonable time after the Closing Date;
- (f) a certificate of an officer of SODC that SODC is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the LP Transfer;
- (h) all documents reasonably requested by the Bank of Nova Scotia to effect the assumption by the Purchaser of the Scotiabank Mortgage; and
- (i) such further and other documents as the Purchaser's Solicitors, acting reasonably, may require.

### **8.3 Purchaser's Closing Documents**

On or before the Closing Date, the Purchaser will duly execute and deliver to the Vendors' Solicitors the following:

- (a) a certificate satisfactory to the Vendors' Solicitors, acting reasonably, and sufficient to relieve the Vendors from any obligation to collect and remit any Sales Taxes with respect to the sale of the Lands to the Purchaser and an indemnity of the Vendors in respect thereof;
- (b) the Statement of Adjustments;
- (c) all documents reasonably requested by the Bank of Nova Scotia to effect the assumption by the Purchaser of the Scotiabank Mortgage;
- (d) evidence of the release of SODC and the District from a guarantee and covenant, respectively, in favour of the Bank of Nova Scotia;
- (e) evidence of the issuance of the Partnership Interest to SODC;
- (f) the LP Transfer;
- (g) evidence of transfer of the Partnership Interest in accordance with the LP Transfer; and
- (h) such further and other documents as the Vendors' Solicitors, acting reasonably, may require;

and the Purchaser will deliver to the Purchaser's Solicitors by wire transfer, bank draft or certified trust account cheque drawn on a Canadian chartered bank in British Columbia payable to the Purchaser's Solicitors, in trust, in an amount equal to the Closing Payment (as adjusted in accordance with the Statement of Adjustments), less the amount, if any, to be advanced to the Purchaser on the Closing Date under any mortgage financing arranged by the Purchaser in respect of the Lands.

#### **8.4 Registration**

Following receipt by the Purchaser's Solicitors of the funds referred to in Section 8.3 and of the documents and items referred to in 8.2 and receipt by the Vendors' Solicitors of the documents referred to in Section 8.3, the Purchaser will cause the Purchaser's Solicitors to submit the Transfer for registration in the LTO, concurrently with any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands. If there is Purchaser's mortgage financing, the Purchaser's Solicitors will not submit the Transfer for registration in the LTO until the Purchaser's Solicitors have received confirmation from the solicitors for the Purchaser's mortgagee that, to the best of their knowledge, all conditions for funding have been met except for depositing the security documents for registration and verification that they will constitute charges on the Lands in the ordinary course of completion of that registration (subject only to the Permitted Encumbrances, any charges or encumbrances created by the Purchaser and any charges or encumbrances to be discharged by the Vendors' Solicitors on appropriate undertakings). The Purchaser's Solicitors will undertake to the Vendors' Solicitors that if the Purchase Price is not paid to the Vendors on the Closing Date, they will, upon the written request of the Vendors' Solicitors, forthwith cause the application for registration of the Transfer to be withdrawn and cancelled and will forthwith cause the solicitors for the Purchaser's mortgagee to do the same with respect to the security documents and any other filings made by them with respect to the Lands.

## **8.5 Closing Procedure**

Forthwith following the filings referred to in Section 8.4 and upon the Purchaser's Solicitors, acting reasonably, being satisfied as to the title to the Lands, after conducting a post-submission LTO search of the Lands disclosing only the following:

- (a) the Permitted Encumbrances;
- (b) pending number(s) assigned to the Transfer;
- (c) pending numbers assigned to any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands; and
- (d) any other charges and encumbrances approved by the Purchaser;

the Purchaser will cause the Purchaser's Solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the purchase of the Lands, to deliver to the Vendors' Solicitors by wire transfer, bank draft or a certified trust cheque drawn on a Canadian chartered bank, an amount equal to the balance due to the Vendors (evidenced by the Statement of Adjustments).

## **8.6 Purchaser's Obligation to Pay**

Notwithstanding the closing procedures referred to above, as between the Vendors and the Purchaser, it remains the Purchaser's obligation to pay the Purchase Price (adjusted in accordance with the Statement of Adjustments) to the Vendors on the Closing Date, regardless of whether the Purchaser's Solicitors receive all or any proceeds of any financing, and the failure of the Purchaser to pay the Purchase Price to the Vendors on a Closing Date will constitute a default by the Purchaser under this Agreement.

## **8.7 Completion of Closing**

Registration of all the requisite documents in the LTO on the Closing Date and all matters of payment and delivery of documents by each party to the other in respect of the Closing Date will be deemed to be concurrent requirements of closing.

## **9. DOCUMENTS, COSTS AND TAXES**

### **9.1 Registration Fees and Property Transfer Tax**

The Purchaser will pay the Property Transfer Tax and fees for the registration of the Transfer and any other documents required by the Purchaser to be filed in the LTO in respect of the purchase and sale transaction contemplated by this Agreement.

### **9.2 Closing Documents**

Unless otherwise agreed between the Vendors' Solicitors and the Purchaser's Solicitors, each acting reasonably, the Purchaser's Solicitors will prepare the documents required to be delivered by the parties

for the purposes of closing, all of which documents will be delivered for execution at least 3 Business Days prior to the Closing Date and will be in form approved by the Purchaser's Solicitors and the Vendors' Solicitors, each acting reasonably.

### **9.3 Cost to Clear Title**

The cost of obtaining and registering any documents required to clear title to the Lands of any liens, claims or encumbrances not constituting Permitted Encumbrances will be borne by the Vendors. For certainty, any costs associated with the assumption or payout of the Scotiabank Mortgage and obtaining releases of the Vendors from their obligations under the Scotiabank Mortgage will be borne by the Vendors, other than the Purchaser's legal costs related to such assumption or payout.

### **9.4 Sales Taxes**

The Purchaser is responsible for all Sales Taxes in respect of the purchase and sale of the Lands contemplated herein and will be responsible to account for Sales Taxes in respect thereof in accordance with applicable legislation.

## **10. POSSESSION**

### **10.1 Possession**

The Purchaser will be entitled to vacant possession of the Lands on the Closing Date, immediately following payment of the Purchase Price.

## **11. ADJUSTMENTS**

### **11.1 Adjustments**

Property taxes and similar charges, if applicable, and all other matters relating to the Lands and customarily the subject of adjustment on the sale of similar lands will be adjusted and pro-rated between the Vendors and the Purchaser as at the Closing Date and the Vendors will bear and pay all expenses and receive all income, if any, related to the Lands accrued in respect of any time prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Lands which accrue in respect of any time from and including the Closing Date.

## **12. CONDITION OF LANDS**

### **12.1 Condition of Lands**

The Purchaser hereby acknowledges and agrees that:

- (a) the Purchaser is acquiring the Lands on an "as is and where is" basis with no representations or warranties as to its condition, environmentally, geotechnically or otherwise, or its suitability for the Purchaser's purposes; and
- (b) the Purchaser hereby waives any requirement for the Vendors to provide the Purchaser with a site profile under the *Environmental Management Act* (British Columbia).

(a) To the Purchaser at:

0983016 B.C. Ltd.  
Attention: Michael Hutchison  
401 - 37989 Cleveland Avenue  
P.O. Box 1068  
Squamish, BC V8B 0A7  
Telephone: 604.898.1901  
E-mail: [mhutchison@bethelcorp.ca](mailto:mhutchison@bethelcorp.ca)

with copies to:

CLARK WILSON LLP  
Barristers & Solicitors  
800 – 885 West Georgia Street  
Vancouver, B.C. V6C 3H1

Attention: Peter Kenward

Fax No. (604) 687-6314  
Email: [phk@cwilson.com](mailto:phk@cwilson.com)

And:

Kristian Teleki  
Senior Vice President  
Matthews Southwest  
1660 S Stemmons Fwy., Suite 100  
Lewisville, TX 75067

(b) To the District at:

District of Squamish  
Attention: Corien Speaker  
37955 2nd Avenue  
Squamish, BC V8B 0A3

Telephone: 604.892.1083  
E-mail: [cspeaker@squamish.ca](mailto:cspeaker@squamish.ca)

with a copy to:

LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 – Sun Tower  
128 Pender Street West  
Vancouver, B.C. V6B 1R8

Attention: Don Lidstone



Fax No. 604-899-2281  
Email: [lidstone@lidstone.info](mailto:lidstone@lidstone.info)

(c) To SODC at:

Squamish Oceanfront Development Corporation  
Attention: Corien Speaker  
37321 Galbraith Road  
P.O. Box 468  
Squamish, BC V8B 0A4  
Telephone: 604.892.1083  
E-mail: [cspeaker@squamish.ca](mailto:cspeaker@squamish.ca)

with a copy to:

LIDSTONE & COMPANY  
Barristers and Solicitors  
Suite 1300 – Sun Tower  
128 Pender Street West  
Vancouver, B.C. V6B 1R8

Attention: Don Lidstone

Fax No. 604-899-2281  
Email: [lidstone@lidstone.info](mailto:lidstone@lidstone.info)

or to such other address, email or facsimile number as a party may advise the other by written notice hereunder. Any notice addressed and provided as aforesaid will be deemed to have been given on the day of delivery or transmission by email or facsimile if a Business Day, and if not a Business Day, then on the next Business Day or if mailed, on the third Business Day following the posting thereof. Notices will not be mailed during the currency of a postal strike, dispute or slowdown, and during such time, notice will only be effective if emailed or transmitted (without a failure notice) or if delivered.

#### **14.6 Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the sale and purchase of the Lands and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser. There are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, save as set forth herein. References to the MOU in this Agreement are made solely for the purposes of referencing definitions therein.

#### **14.7 Amendment in Writing**

This Agreement will not be amended except in writing.

#### **14.8 Survival**

All representations and warranties, if any, of the Vendors or the Purchaser in this Agreement or in any document delivered in connection herewith will survive the closing of the sale and purchase of the

Lands for a period of one year from the Closing Date, after which they will be of no further force or effect except in respect of claims made by either party within such one year period.

#### **14.9 Assignment**

This Agreement is not assignable by the Purchaser without the prior written consent of the Vendors. For certainty, the Purchaser may direct the conveyance of Lands to one or more Affiliates of the General Partner who will act as nominee(s) or bare trustee(s) for the Purchaser. No assignment of this Agreement or the appointment of a nominee or bare trustee will operate to release the Purchaser from any of its obligations under this Agreement.

#### **14.10 Agency and Commission**

The Purchaser warrants to the Vendor that the Purchaser has not utilized the services of any real estate agent or salesperson in connection with the purchase or sale of the Lands to whom any fees, commission or compensation would be payable by the Vendor. The Vendors will be solely responsible for any real estate commission payable to any real estate agent that the Vendors have engaged in respect of the sale of the Lands.

#### **14.11 Confidentiality**

- (a) The Purchaser will keep the financial terms hereof in strict confidence, except to the extent disclosure is required to be made to the Purchaser's lenders, consultants, agents and others having a need to know.
- (b) This Agreement, and the information it contains, may be the subject of an access to information request made to the Vendors under the *Freedom of Information and Protection of Privacy Act* and the Vendors and the Purchaser agree that the Vendors may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information of the Purchaser supplied to the Vendors in connection with this Agreement, whether or not the Purchaser has expressly stipulated that the information in question is confidential for the purposes of that enactment.

#### **14.12 Costs and Expenses**

Each of the parties will bear their own costs, expenses and legal fees incurred or to be incurred in negotiating and preparing this Agreement and otherwise in connection with this transaction.

#### **14.13 References**

Wherever the singular or masculine is used in this Agreement, the same will be deemed to include references to the plural, feminine or body corporate or politic, as the context may require.

#### **14.14 Governing Law**

This Agreement will be governed by and construed in accordance with the laws of British Columbia and the Vendors and Purchaser hereby attorn to the jurisdiction of the courts of British Columbia.

**14.15 Binding Effect**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**14.16 Execution in Counterparts or by Facsimile**

This Agreement may be executed and delivered in counterparts and by facsimile transmission.

IN WITNESS WHEREOF this Agreement has been executed and delivered.

**NEWPORT BEACH DEVELOPMENTS LIMITED PARTNERSHIP,  
by its general partner  
0983016 B.C. LTD.**

Per: 

Authorized Signatory

Per: \_\_\_\_\_

Authorized Signatory

**DISTRICT OF SQUAMISH**

Per: 

Authorized Signatory

Per: 

Authorized Signatory

**SQUAMISH OCEANFRONT DEVELOPMENT CORPORATION**

Per: 

Authorized Signatory

Per: 

Authorized Signatory

## **SCHEDULE A**

### **LANDS**

**PID: 007-774-010**

**LOT G DISTRICT LOTS 486, 4271, 4618, 5717, 6042 AND 7134 PLAN 14953**

**PID: 007-779-674**

**LOT D BLOCK 1 DISTRICT LOTS 486 AND 4271 PLAN 14521**

**PID: 026-267-152**

**LOT 3 DISTRICT LOT 4271 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16861**

**PID: 026-267-161**

**LOT 2 DISTRICT LOT 4271 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16861**

**PID: 026-267-128**

**LOT 1 DISTRICT LOT 486 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP16860**

**PID: 008-606-153**

**BLOCK B DISTRICT LOTS 4618, 5717, 6042 AND 7134 PLAN 13452**

**PID: 026-267-136**

**LOT 2 DISTRICT LOT 486 PLAN BCP16860**

**PID: 026-267-144**

**LOT 1 DISTRICT LOT 4271 PLAN BCP16861**

**PID: 015-788-741**

**DISTRICT LOT 5717 EXCEPT PORTIONS IN PLANS 13452 AND 14953**

**PID: 015-792-587**

**DISTRICT LOT 6042 EXCEPT PART IN PLAN 13452**

## **SCHEDULE B**

### **PERMITTED ENCUMBRANCES**

The encumbrances, rights, and exceptions, restrictions, provisos, conditions and reservations referred to in Section 23(2) of the *Land Title Act*.

The liens, charges, and encumbrances registered against the Lands as of the date of execution and delivery hereof, except mortgages and similar financial charges granted by the Vendors other than the Scotiabank Mortgage.