

**SCHEDULE "A"**

**This is Schedule "A" to that certain Contract of Purchase and Sale dated \_\_\_\_\_, 2014.  
The Contract of Purchase and Sale for #7; 6500 – 15<sup>th</sup> Avenue SW, Salmon Arm, BC**

The following terms and conditions replace, modify and, where applicable, override the terms and conditions of the attached Contract of Purchase and Sale. Where a conflict arises between the terms and conditions of this Schedule and the Contract of Purchase and Sale the terms and conditions of this Schedule shall apply.

1. Any and all references to Seller in the Contract of Purchase and Sale are deleted and replaced by "Dawn Suzanne Sutton, Power of Attorney."
2. Clause 7 of the Contract of Purchase and Sale is deleted and replaced by the following:  
**"The Property is being sold As is, Where is and the Seller makes no guarantee or warranty of any inclusions or their specific condition".**
3. Clause 8 of the Contract of Purchase and Sale is deleted and replaced by the following:  
**"The Property is being sold As is, Where is and the seller makes no guarantee or warranty as to the condition of the property at the date of Possession."**  
Further to Clause 7 and 8, This Offer does not include any personal property or chattels. The Buyer is purchasing the Property (including land, buildings and any structures on the land or buildings) on an "as is, where is" basis as of the date of actual possession of the Property by the Buyer (the Actual Possession Date). The Seller makes no representation or warranties with respect to the condition of the Property on the Actual Possession Date. The Buyer hereby covenants and agrees to take the Property in the condition that it is in on the Actual Possession Date, regardless of the condition of the Property at any date of viewing or any date prior to the Actual Possession Date, and without reduction or abatement of the Purchase Price. The Buyer further acknowledges that any items that are not on the Property or attached to any buildings on the Property on the Actual Possession Date will be the responsibility of the Buyer and not the Seller.
4. Clause 18 of the Contract of Purchase and Sale is further outlined as the Seller is selling the property As is, Where is and the Buyer has conducted its own investigations of the legal title and condition of the Property. The Seller makes no representations or warranties concerning the title to the Property, the physical condition of any structures or premises located on the Property, or with respect to the Property itself.
5. No Property Disclosure Statement concerning the Property shall form part of the Contract of Purchase and Sale, whether or not such statement is attached to the Contract of Purchase and Sale or not.
6. The Seller makes no representations or warranties concerning the past, current or future use of the Property, fitness of the Property for any use which the Buyer may have planned for the Property, compliance with any orders of any federal, provincial, municipal or private body, or compliance with any by-laws, building codes or statutes in respect of all or any part of the Property or any buildings or structures located on the Property.

Signed by the Purchaser and herein included with the Contract of Purchase and Sale:

X \_\_\_\_\_

Buyer's Signature(s)

Date: \_\_\_\_\_, 2014