

## OFFER TO PURCHASE

TO: [VENDOR]  
(the "Vendor")

Upon the Terms and Conditions below, [Purchaser], or nominee (the "Purchaser") offers to purchase from the Vendor the lands located at or near [location], British Columbia legally described as follows:

PARCEL IDENTIFIER:  
DISTRICT LOT:

(the "Lands"), together with:

- (a) all buildings and improvements located thereon, all fixtures and chattels necessarily incidental to the operation thereof as seen on the date of inspection by the Purchaser; and
- (b) all revenue, rent, profit, benefits and payments arising from or in any way connected with the Lands arising on or after the Closing Date, as defined below;

SAVE AND EXCEPT AND EXCLUDING the Excluded Property, as defined below (collectively the "Property").

## TERMS AND CONDITIONS

### 1. PRICE AND PAYMENT

- (a) The price paid by the Purchaser to the Vendor for the Property (the "Purchase Price") shall be [PURCHASE PRICE] DOLLARS (\$\_\_\_\_\_), adjusted as set out in Section 4 and payable by [set out method of payment].

### 2. GOODS AND SERVICES TAX

For the purposes of this Agreement, G.S.T. shall mean the goods and services tax and related Provisions pursuant to the *Excise Tax Act* (Canada). In the event that all or any part of the transaction contemplated herein is subject to G.S.T., then the Purchaser may be a G.S.T. registrant and will provide evidence thereof to the Vendor on or prior to the Closing Date. The Vendor shall provide to the Purchaser, together with the statement of adjustments, its own G.S.T. registration number and a calculation of the G.S.T. payable on this transaction. The Purchaser shall account to Canada Customs and Revenue Agency with respect to the G.S.T. with the next filing which is due by it to Canada Customs and Revenue Agency following the Closing Date. In the event that the Purchaser does not become a G.S.T. registrant by the Closing Date, the Purchaser agrees to pay to the Vendor the applicable G.S.T. on the Closing Date. However, the Purchaser and the Vendor currently believe the Property is to be used as residential property and as such is exempt from G.S.T.

### 3. CLOSING DATE