

## **SCHEDULE "A" TO ASSET PURCHASE AGREEMENT**

### **PRIORITY OF SCHEDULE**

1. The provisions of this schedule supersede anything to the contrary in the agreement to which this schedule is attached. In the event of any conflict between the terms of this schedule and the terms of the agreement, the terms of this schedule will prevail.

### **ALLOCATION OF THE PURCHASE PRICE**

2. The Purchase Price shall be allocated between the purchased assets as directed by the Purchaser prior to Closing.

### **DEPOSIT**

3. All deposits delivered and held hereunder and any interest thereon shall be credited on account of the purchase money on closing and shall be shown as such on the statement of adjustments. In the event this transaction is not completed through no fault of the Purchaser, or because any condition of the Purchaser's herein set out is not satisfied as required hereunder, the said deposits and all interest accrued thereon, if any, shall be immediately returned to the Purchaser in full without deduction, set off or penalty.

### **GST**

4. The Purchase Price does not include GST, if any. The Purchaser and the Vendor will complete a GST election under subsection 167(1) of the *Excise Tax Act*, to the extent applicable. On or before closing, the Purchaser will provide the Vendor with satisfactory evidence that it is a registrant for GST purposes under the *Excise Tax Act*. On or before closing, the Vendor will provide the Purchaser with satisfactory evidence that it is a registrant for GST purposes under the *Excise Tax Act*.

### **PST**

5. The Vendor shall deliver a clear *Retail Sales Tax Act* certificate on closing with respect to the Vendor's business and the operation thereof up to and including Closing. The Purchaser will provide proof of PST exemptions or pay any PST payable on the Purchased Assets.

### **BULK SALES ACT**

6. The Vendor shall comply in full with the provisions of the *Bulk Sales Act*. The Purchaser will not assume any liabilities or obligations of the Vendor of any kind whatsoever except as expressly set out in this Agreement or the Statement of Adjustments in writing, and the Vendor hereby indemnifies the Purchaser and saves it harmless from and with respect to all other Vendor liabilities or obligations of any kind whatsoever.

### **ADJUSTMENTS FOR ROOM RENTALS ETC.**

7. All room rents and restaurant and lounge receipts shall be adjusted as of midnight preceding the date of closing. Room rents shall be apportioned one half for the day before closing and one half for the day of closing. The Vendor shall bear all operating expenses up to midnight preceding the date of closing. The Purchaser shall receive the full benefit of all receipts received on or apportioned to the day of closing, and shall bear all operating expenses for the day of closing.

THIS IS A 7-PAGE DOCUMENT.