

## **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 other 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.

### **FIXTURES, CHATTELS AND PERSONAL PROPERTY**

7. The fixtures, chattels and personal property described in the agreement to which this schedule is attached shall be included in the sale for the Purchase Price and shall be conveyed to the Purchaser on closing free of any liens, charges, encumbrances or claims.

8. All fixtures and chattels are on an "as is/where is" basis with no representations as to description, fitness for purpose, quality, condition or quantity. The Purchaser shall complete an inventory of fixtures and chattels within ten days of acceptance of this agreement which inventory may be conducted via videotape or photograph. The Vendor will verify the inventory within seven days of receipt of same from the Purchaser, which verified inventory shall be hereinafter called the "Inventory". On Closing, the Vendor will deliver possession of the fixtures and chattels listed in the Inventory (or shall adjust the purchase price for the actual cash value of any missing or destroyed items), together with a Bill of Sale in

that regard, provided that there shall be no adjustment for ordinary wear and tear or loss through the ordinary course of business. The Vendor shall have no obligation to remove any chattels found on the Property unless specifically set out herein to the contrary.

**THIS IS A 7-PAGE DOCUMENT.**