

**SCHEDULE "A" TO LISTING AGREEMENT (COURT ORDERED SALE)  
FOR THE PROPERTY DESCRIBED IN THE ATTACHED LISTING CONTRACT  
(THE "PROPERTY")**

1. The following terms replace, modify and, where applicable override the terms of the attached listing contract (the "Listing Contract"). Where a conflict arises between the terms of this Schedule "A" and the Listing Contract, the terms of Schedule "A" will apply.
2. All references to the "Seller" will be read as references to CIBC Mortgages Inc..
3. All offers to purchase the Property will only be accepted subject to:
  - a) the approval of the Supreme Court of British Columbia (the "Court") in foreclosure proceeding number H080451, Vancouver Registry (the "Foreclosure");
  - b) the terms and conditions in Schedule "A" to any contract of purchase and sale (the "Court Sale Schedule"), or any other schedule provided to the listing agent by the Seller, which must form part of all offers.
4. The listing agent will ensure that the Court Sale Schedule, or any other schedule provided to the listing agent by the Seller, is attached to all offers to purchase the Property and are signed by the Seller, and as the Court directs.
5. Commission will only be payable on the completion of a sale of the Property pursuant to an offer approved by the Court obtained under the Listing Contract and on receipt by the Seller of the net sale proceeds, and as the Court directs.
6. The listing agent will pay a portion of the commission (in an amount equal to 1% of the sale price) to the solicitors for CIBC Mortgages Inc., immediately after completion of a sale.
7. The Listing Contract will automatically terminate with no commission being payable if:
  - a) any party to the Foreclosure redeems the Seller's mortgage (the "Mortgage") which is the subject of the Foreclosure, or
  - b) the Court grants some other party to the Foreclosure the right to sell the Property; or
  - c) the Property is transferred to Canada Mortgage and Housing Corporation, Genworth, AIG, or any other insurer of the Seller's mortgage of the Property.

CIBC MORTGAGES INC.

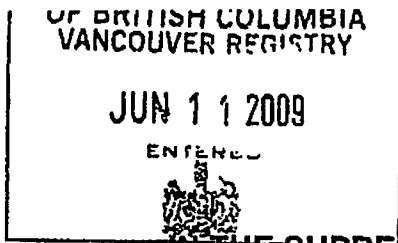
By: \_\_\_\_\_

Date: \_\_\_\_\_

LISTING AGENT

By: \_\_\_\_\_

Date: Aug 17, 09



NO. H080451  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

CIBC MORTGAGES INC.

PETITIONER

AND:

COLLEEN GEM  
BARBARA ESLAKE

RESPONDENTS

BEFORE MASTER

)  
)  
)

MONDAY, THE 6<sup>TH</sup> DAY OF

BISHOP

APRIL, 2009

**ORDER FOR CONDUCT OF SALE**

THE APPLICATION of the Petitioner coming on for hearing at the Law Courts, Vancouver, BC, on this day; and on hearing Andrew Bury, counsel for the Petitioner; and no one appearing on behalf of the Respondents, although duly served; and on reading the pleadings and proceedings herein;

THIS COURT ORDERS THAT:

1. the lands and premises which are the subject of this proceeding (the "Lands");

City of Vancouver  
Parcel Identifier: 011-713-861  
Lot 5 of Lot C  
Block 152  
District Lot 264A  
Plans 442 and 1771

be offered for sale immediately, by private sale, free and clear of all encumbrances except the reservations and conditions in the original grant thereof from the Crown;

2. the Petitioner have exclusive conduct of the sale and be at liberty to list the Lands for sale immediately, and to do all things reasonably incidental thereto, including paying to any real estate agent or firm retained by the Petitioner pursuant to this Order a commission of not more than 7% of the first \$100,000.00 of the gross selling price and 2 1/2% of the balance of the gross selling price, plus GST, that commission to be paid from the proceeds of the sale;

3. any person or persons in possession of the Lands, including any tenant or tenants, shall, immediately, permit any duly authorized agent of the Petitioner to inspect or appraise the Lands and the interior thereof and show the Lands and the interior thereof to prospective purchasers between the hours of 10:00 a.m. and 8:00 p.m. on any day including Sundays and statutory holidays, and to post signs on the Lands indicating that the Lands are offered for sale;

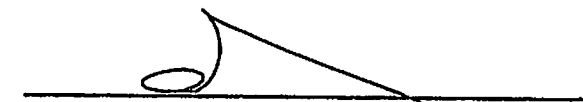
4. any sale shall be subject to the approval of this Honourable Court unless agreed to in writing by all parties;

5. the assessed costs of and in connection with this application are awarded to the Petitioner, at Scale A.

BY THE COURT

  
DISTRICT REGISTRAR

APPROVED AS TO FORM:

  
Counsel for the Petitioner

**SCHEDULE "A" TO CONTRACT OF PURCHASE AND SALE  
FOR THE PROPERTY DESCRIBED IN THE ATTACHED CONTRACT OF  
PURCHASE AND SALE (THE "PROPERTY")**

The following terms replace, modify, and where applicable override the terms of the attached contract of purchase and sale (the "Contract"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of Schedule "A" will apply.

The references in Schedule "A" to specific clauses in the Contract are references to the clause numbers in the contract of purchase and sale used by the Real Estate Board of Greater Vancouver (the "Real Estate Board Contract"). If the Contract attached hereto has different clause numbers than the Real Estate Board Contract the terms of Schedule "A" will apply with the necessary changes and with equal effect to the equivalent clauses of the Contract, notwithstanding the different clause numbers.

All references to the "Seller" in the Contract and in Schedule "A" will be read as references to CIBC Mortgages Inc. ("CMI").

1. Clause 22 of the Contract is deleted, and replaced by the following:

The acceptance of this offer by CMI is pursuant to a Court Order made in a foreclosure proceeding in the Supreme Court of British Columbia (the "Foreclosure") and not as seller or owner of the Property. The acceptance of this offer by CMI is subject to the approval of the Supreme Court of British Columbia (the "Court") and will become effective from the time an Order is made by the Court approving this offer. The Buyer acknowledges and agrees that the date of the application for that Order will be at the sole discretion of CMI. The Buyer also acknowledges and agrees that CMI's obligations in connection with this offer, until it is approved by the Court, are limited to putting this offer before the Court. Thereafter, CMI is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the Property. Given CMI's position and CMI's relationship to other parties in the Foreclosure, CMI may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. CMI gives no undertaking to advocate the acceptance of this offer. In that regard, the Buyer must make its own arrangements to support this offer in Court.

If the Court vacates, sets aside or varies an Order approving this offer for any reason whatsoever (except any willful misconduct of CMI), then CMI shall not be liable to the Buyer or any other person in any way whatsoever, in connection therewith.

2. Clause 9 of the Contract is deleted, and replaced by the following:

"Title: Free and clear of all encumbrances of the parties to the Foreclosure, in accordance with an Order of the Court (the "Vesting Order") except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, and except as otherwise set out herein."

3. This offer may be terminated at any time before the Court makes an Order approving this offer if the mortgage which is the subject of the Foreclosure is redeemed or refinanced, or if CMI determines in its sole discretion that it is inadvisable to present this offer to the Court, and CMI will then have no further obligations or liability to the Buyer under this Contract. This condition is for the sole benefit of CMI.

The solicitors for CMI will determine the date of any application to Court for an Order approving this offer, in their sole discretion.

This offer may be terminated at any time prior to the completion date if any Order of the Court or other Court of competent jurisdiction renders the completion impossible or inadvisable, and in that event CMI will have no further obligations or liability to the Buyer under the Contract. This condition is for the sole benefit of CMI.

4. Clause 9 of the Contract is amended by adding the following, and Clause 14 of the Contract is deleted, and replaced by the following:

"If there are existing registered financial charges to be paid under the terms of the Order, CMI may wait to pay such existing financial charges until immediately after receipt of the purchase money, but in this event the Buyer may pay the purchase money to CMI's lawyer in trust, on undertakings to pay those financial charges in accordance with the Order."

5. Clause 10 of the Contract is deleted, and replaced by the following:

"Tender or payment of monies by the Buyer to the Seller will be by certified lawyer's or notary's trust cheque only."

6. Clauses 7 and 8 of the Contract are deleted and replaced by the following:

"The Property includes real property only, and no personal property. The Buyer is purchasing the Property and, if applicable, any interest in a strata corporation and its property (the "Strata Property") on a strictly "as is, where is" basis, as of the time of actual possession. Without limiting the generality of the foregoing, the Buyer acknowledges that CMI has not made, and will not make, any warranty or representation relating to the Property or to any Strata Property, including any warranty or representation as to environmental condition, size, dimensions, fitness, design or condition for any particular purpose, quality, or the existence of any defect, whether latent or patent, including any defect relating to water penetration or water leakage. The Buyer waives any right to a site profile or any other report under the B.C. *Environmental Management Act* or any other statute."

7. Clause 12 of the Contract is deleted, and replaced by the following:

"Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, CMI may at CMI's option either terminate or reaffirm the Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to CMI on account of damages, without prejudice to CMI's other remedies."

8. No property condition disclosure statement concerning the Property forms part of the Contract, whether or not such a statement is attached to the Contract.

9. If the Property is a "new home" (as defined in the *BC Homeowner Protection Act*) the Buyer will provide the Homeowner Protection Office (the "HPO"), prior to approval of this offer by the Court, with evidence satisfactory to the HPO that the Buyer or the Buyer's residential builder has arranged or will arrange coverage for the Property by home warranty insurance provided by a home warranty provider. The obligation of CMI to complete a sale of the Property to the Buyer is conditional on the Buyer complying with the foregoing.

10. CMI is not required to provide the Buyer with a Form F, a Form B, or any other documents with relation to the Strata Property.

11. Clause 5 of the Contract is modified, by adding the following:

- a) Possession will be by operation of and pursuant to the terms of the Order.
- b) The Buyer will assume all tenancies that may exist on the completion date and no adjustments, including but not limited to adjustments for rents or security deposits, will be made to the purchase price on account of any tenancies.

- c) If any occupant of the Property other than a tenant does not vacate the Property by the possession date, then CMI will apply for a Writ of Possession and instruct a Court Bailiff to deliver possession to the Buyer. This is CMI's only obligation as regards possession. CMI will not be liable to the Buyer or any other person in any way whatsoever (apart from CMI's obligation to apply for a Writ of Possession and instruct a Court Bailiff), if possession cannot be delivered to the Buyer on the possession date. The Buyer acknowledges that considerable time is often required, to obtain Writs of Possession. CMI will not be responsible for removing any personal property left on or about the Property, by any occupant of the Property or otherwise.
12. The Vesting Order will describe the Buyer exactly as the Buyer appears at the upper right on the first page of the Contract, so the Buyer as described at the upper right on the first page of the Contract will appear as the owner of the Property after completion of the sale. CMI will not be bound by any term in the Contract describing the Buyer otherwise, or allowing the Buyer to complete the sale with a different name.
13. The Buyer is responsible for paying GST (if any).

BUYER(S)

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

CIBC MORTGAGES INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_