

SCHEDULE "A" TO AGREEMENT OF PURCHASE & SALE

BUYER: _____

SELLER: GENWORTH FINANCIAL MORTGAGE INSURANCE COMPANY

PROPERTY ADDRESS: _____

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO AND SHALL FORM PART OF ANY AGREEMENT OF PURCHASE AND SALE TO WHICH THIS SCHEDULE IS ATTACHED.

1. Where there is any conflict or discrepancy between the terms and conditions in this Schedule and the terms and conditions in the Agreement of Purchase and Sale attached, the terms and conditions in this Schedule shall supercede and shall apply in place of such other conflicting terms and conditions.
2. The Buyer acknowledges that the Seller was a Mortgagee of the land and premises which are the subject of this Agreement. The Buyer acknowledges that this Agreement of Purchase and Sale may be subject to the Mortgagor's equitable rights of redemption. If the Mortgagee exercises its right of redemption then this Agreement shall be at an end and the deposit will be returned to the Buyer without interest or deduction, and the parties will have no further obligations hereunder.
3. Buyer shall not call for the production of, and Seller shall not be required to produce, any title deed, abstract, real property report or survey, compliance certificate, or other evidence of title or copy thereof.
4. If the property is a condominium, the buyer shall not call for the production of, and the Seller shall not be required to provide any Condominium documents, an Estoppel Certificate or a Certificate of Insurance.
5. On closing, the Buyer shall accept title and such conveyance shall not be deemed to contain any covenant except the covenant that the Seller has done no act to encumber the lands.
6. The Buyer acknowledges that no representations or warranties have been made or are made or given by the Seller or anyone on its behalf to the Buyer as to the condition of the property being conveyed to the Buyer, including but not limited to the absence or existence of Urea Formaldehyde Foam Insulation. The Buyer acknowledges that it has inspected the property and the property shall be conveyed to the Buyer on an "as is/where is" basis. The Buyer shall not call for compliance with, or satisfaction of, any work orders, deficiency notices, orders to comply, or any other Building Code, Fire Code or Regulations, whether environmental or otherwise, and whether imposed by law, equity or any

regulatory authority.

- 7. The Buyer acknowledges that no chattels are being sold, transferred or conveyed hereunder. Further, the Buyer acknowledges that the Seller is not responsible for the removal from the property of any chattels thereon.
- 8. This conveyance shall be subject to any existing tenancy or occupancy disclosed by the title to the property or, by an inspection of the property and the covenants implied by the law including, without limitation, those provided pursuant to Section 65 of the Land Titles Act (Alberta).
- 9. Possession of the property will not be granted to the Buyer until the full cash to close is paid and releasable to the Seller.
- 10. The Buyer shall be responsible for any and all special assessments of condominium fees levied after the date of acceptance of this contract.

GENWORTH FINANCIAL

per: _____
Seller

Buyer

Buyer