

PURCHASE AND SALE AGREEMENT**EAGLECREST GOLF COURSE**

THIS AGREEMENT dated for reference 26th day of June, 2025, is

BETWEEN:

TOWN OF QUALICUM BEACH

201- 660 Primrose Street

Qualicum Beach, B.C. V9K 1S7

(the "Town")

AND:

SEMAHMOO GOLF CENTRE LTD. (Inc. No. BC1158935)

2035 West Island Highway

Qualicum Beach, B.C. V9K 1G1

(the "Vendor")

WHEREAS:

- A. The Vendor operates a golf course known as Eaglecrest Golf Club on the Lands;
- B. The Vendor intends to cease operations of the Eaglecrest Golf Club;
- C. The Town wishes to purchase the Lands and intends to operate a golf course on a portion of the Lands and sell other portions of the Lands for residential development purposes;
- D. The Lands are not zoned to permit residential development and the Town intends to rezone them for this purpose; and
- E. The Vendor has agreed to sell the Lands to the Town on the condition that the Purchase Price take into account the value of the Lands once rezoned.
- F. The Vendor agrees to sell the Property to the Town for a purchase price of \$8,500,000. The Vendor further acknowledges and confirms that, to the extent the appraised fair market value of the Property as of the Closing Date exceeds \$8,500,000, the excess amount (the "Gifted Amount") is being voluntarily and unconditionally donated by the Vendor to the Town, as a qualified donee, with the intention to make a gift within the meaning of subsection 248(30) of the *Income Tax Act* (Canada). The Vendor affirms that this Gifted Amount is given freely, with donative intent, and with no expectation of any consideration, benefit, right, privilege, or advantage in return, whether directly or indirectly, other than the issuance of an official donation receipt for the eligible amount, as determined in accordance with the *Income Tax Act* and applicable Canada Revenue Agency guidance. The parties further agree that the Town will issue an official donation receipt only for the eligible amount, as determined under the *Income Tax Act* and applicable CRA guidance, and only if all legal requirements for the issuance of such a receipt

are met. The Vendor and the Town confirm that there are no collateral agreements, arrangements, or understandings that would provide the Vendor with any benefit, advantage, or consideration in respect of the Gifted Amount, other than the donation receipt.

THIS AGREEMENT is evidence that in consideration of the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the Town and the Vendor agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Definitions** - In this Agreement, in addition to the words defined above:

- (a) "Bill of Sale" means a bill of sale transferring all right in and title to the Chattels to the Town free and clear of all liens, charges and encumbrances.
- (b) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (c) "Town's Solicitors" means Young, Anderson.
- (d) "Chattels" means the machinery, equipment, furnishings, fixtures and other tangible personal property used in relation to the operation of Eaglecrest Golf Course which are particularized in Schedule C.
- (e) "Completion Date" means the first Business Day that is 30 days following the date on which the Town gives notice to the Vendor that all of the conditions precedent under section 3.1 of this Agreement are fulfilled or waived.
- (f) "Contaminants" means
 - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws.
- (g) "Environmental Law" means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

- (h) "Governmental Charges" includes all taxes, customs, duties, rates, levies, assessments, re-assessments and other charges, together with all penalties, interests and fines with respect thereto, payable to any federal, provincial, local or other government or governmental agency, authority, municipality, bureau or commission, domestic or foreign.
- (i) "GST" means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax as applicable.
- (j) "Lands" means those lands and premises located in the Town of Qualicum Beach, B.C. known as Eaglecrest Golf Course which are particularized in Schedule A attached hereto.
- (k) "LTO" means the Victoria Land Title Office.
- (l) "Material Loss" means any loss or damage to the Property occurring prior to the passing of risk which cannot be substantially repaired or replaced within thirty (30) days.
- (m) "Permitted Encumbrances" means those charges and encumbrances listed in Schedule B attached hereto.
- (n) "Property" means the Lands and the Chattels.
- (o) "Purchase Price" means the purchase price (excluding GST) for the Property which is \$8.5 million.
- (p) "Vendor's Solicitors" means the solicitors appointed to act for the Vendor in this transaction, the identity of whom shall be promptly provided by notice from the Vendor to the Town.
- (q) "Transfer" means a transfer or transfers in registrable form transferring the estate in fee simple of the Lands to the Town.

ARTICLE 2 - PURCHASE AND SALE

2.1 Purchase and Sale - The Town will purchase from the Vendor, and the Vendor will sell to the Town, the Property, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.

2.2 Payment of Purchase Price - The Town will pay the Purchase Price as follows:

- (a) \$8.5 million on the Completion Date.

ARTICLE 3 - CONDITIONS PRECEDENT

3.1 Conditions Precedent-The Town's obligation to purchase the Property from the Vendor and the Vendor's obligation to sell the Property to the Town are subject to fulfilment of the following conditions precedent:

- (a) on or before November 1, 2025, the Town shall be satisfied, in its sole discretion, with the

results of its due diligence investigations of the condition, including the environmental condition, of the Lands;

- (b) on or before November 1, 2025, the Town shall, after consultation with the public, be satisfied, in its sole discretion, that the transaction contemplated in this Agreement is in the best interests of the Town; and
- (c) on or before November 1, 2025, all or a portion of any one or more of the following parcels comprising part of the Lands shall be rezoned to permit residential use:

PID: 018-843-069

LOT D, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040, EXCEPT
PART IN PLAN VIP63131, EXCEPT PLAN EPP74273

PID: 018-843-034

LOT A, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040 EXCEPT PARTS IN
PLANS VIP59041, VIP59042 AND VIP59486

PID: 005-103-860

PARCEL A (DD 17881N), DISTRICT LOT 108, NANOOSE DISTRICT, EXCEPT PARTS
IN PLANS 21035, 25134, 25719, 25980, 28760, 29168, 33534, 35350, 44771,
VIP59041, VIP63018 AND VIP66151

The parties agree that conditions precedent (a) and (b) above are for the benefit of the Town. If the Town does not give notice to the Vendor of satisfaction or waiver of these conditions precedent by the dates specified, this Agreement will terminate and each of the parties shall have no further obligations to, nor rights against, the other party in respect of the transaction contemplated by this Agreement. In consideration of \$1.00 non-refundable paid by the Town to the Vendor and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Vendor, the Vendor agrees to remain bound by the terms and conditions of this Agreement while it remains subject to the conditions precedent set out in (a) and (b), above.

The parties agree that condition precedent (c) is for the benefit of both parties and may not be waived. If this condition is not satisfied by the date specified, this Agreement will terminate and each of the parties shall have no further obligations to, nor rights against, the other party in respect of the transaction contemplated by this Agreement.

3.2 Rezoning - The parties agree that the Town shall, at the Town's sole cost, initiate amendments to Town of Qualicum Beach's Official Community Plan and Zoning Bylaw necessary for the condition precedent set out at section 3.1(c) to be fulfilled. The Vendor acknowledges and agrees that fulfillment of the condition precedent at section 3.1(c) requires that the council of the Town of Qualicum Beach adopt two bylaws and that the adoption of bylaws is within the council's discretion exercised in accordance with the *Local Government Act* and the *Community Charter* and is not in any manner subject to the provisions of this Agreement.

ARTICLE 4 - TRANSFER

4.1 Title and Possession -

- (a) On the Completion Date, the Vendor will convey the estate in fee simple of the Lands, and good and marketable title to the Chattels, to the Town free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances.
- (b) On the Completion Date the Vendor shall give vacant possession of the Lands to the Town and possession of the Chattels, subject only to the Permitted Encumbrances.

4.2 Adjustments - All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a vendor and a purchaser in connection with the purchase and sale of land, including adjustments of property taxes, utilities and rents, will be made up to and including the Completion Date.

4.3 Closing Documents - Not less than 10 days prior to the Completion Date, the Town will deliver the following documents to the Vendor for execution:

- (a) the Transfer;
- (b) the Bill of Sale;
- (c) the Vendor's statement of adjustments;
- (d) a statutory declaration of the Vendor certifying and declaring that that the Vendor is not a 'non-resident' within the meaning under the *Income Tax Act* (Canada) and identifying, and consenting to inclusion of, the Vendor's address and contact telephone number in the Town's property transfer tax form for the purchase of the Lands;
- (e) a certificate signed by the Vendor certifying to the Town that all of the Vendor's representations and warranties under this Agreement are true as of the Completion Date and that the Vendor has complied with all of its covenants under this Agreement to be complied with before the Completion Date; and
- (f) such other documents and assurances as maybe required by the Town, acting reasonably, to give full effect to the intent of this Agreement.

At least 5 days before the Completion Date, the Vendor will cause the Vendor's Solicitors to deliver to the Town's Solicitors the above documents, all duly executed on behalf of the Vendor.

4.4 Completion Procedure - On or before the Completion Date, the Town and the Vendor shall take the following steps, in the order below:

- (a) On or before the Completion Date, the Town will pay to the Town's Solicitors, in trust, the adjusted amount of the Purchase Price.

- (b) On the Completion Date, forthwith upon receipt of the adjusted amount of the Purchase Price, and after receipt from the Vendor's Solicitors of the documents listed under section 4.3, the Town will cause the Town's Solicitors to file the Transfer in the LTO.
- (c) After deposit of the Transfer for registration with the LTO and receipt by the Town's Solicitors of a satisfactory post-application for registration title search of the Lands showing that, in the normal course of LTO routine, the Town will be the registered owner of the Lands subject only to the Permitted Encumbrances, the Town will cause the Town's Solicitors to deliver to the Vendor's Solicitors a solicitor's trust cheque in the amount of the adjusted Purchase Price made payable to the Vendor's Solicitors, in trust, and the Town may cause the Town's Solicitors to release the Bill of Sale to the Town.
- (d) In connection with the purchase and sale of the Lands, the Town and the Vendor will execute and deliver such other documents, instruments and assurances as may be required by the Town to effect the transaction contemplated by this Agreement.

4.5 Risk-The Property is at the Vendor's risk until application is made to register the Transfer in the LTO on the Completion Date and at the Town's risk thereafter.

ARTICLE 5 - CHARITABLE DONATION RECEIPT

5.1 Charitable Donation Receipt - The parties agree that if the rezoning contemplated in section 3.1(c) occurs the Purchase Price for the Property may be less than the fair market value of the Lands. If the rezoning contemplated in section 3.1(c) occurs, the parties agree that the difference between the Purchase Price and the fair market value of the Property, if any, shall constitute a gift from the Vendor to the Town. Subject to section 5.3, the Town shall issue a donation receipt to the Vendor for such gift after all the things required to be done under section 4.4(c) have been completed.

5.2 Appraisal - For the purposes of section 5.1, the fair market value of the Property shall be determined by an appraisal completed at the Vendor's sole cost once the rezoning contemplated at section 3.1(c) occurs. The appraisal shall be conducted on terms of reference approved by the Director of Planning and Community Development for the Town of Qualicum Beach.

5.3 Issuance of Donation Receipt -

(a) The Vendor acknowledges and agrees that the Town shall have no obligation to issue a donation receipt unless the issuance of such receipt is in compliance with the provisions of the *Income Tax Act* (Canada) (the "Act") and all applicable guidance issued by the Canada Revenue Agency ("CRA").

(b) Without limiting the generality of the foregoing, the Town shall issue a donation receipt to the Vendor for the eligible amount of the gift, as determined in accordance with the Act, if:

(i) the amount of the Purchase Price (the "advantage") does not exceed 80% of the fair market value of the Property as determined by an independent appraisal, in accordance with paragraph 248(30)(a) of the *Act*; or

(ii) the amount of the Purchase Price exceeds 80% of the fair market value of the Property, but the Vendor establishes, to the satisfaction of the Town (acting reasonably and in good faith and in consultation with its professional advisors), that the transfer was made with the intention to make a gift, in accordance with paragraph 248(30)(b) of the *Act*, and provides such evidence and documentation as may be reasonably required by the Town to support the existence of donative intent.

(c) The Town shall cooperate in good faith with the Vendor in reviewing any evidence of donative intent provided by the Vendor, and shall not unreasonably withhold its agreement to issue a donation receipt where the requirements of the *Act* and CRA guidance are met.

(d) Notwithstanding the foregoing, the Town shall not be required to issue a donation receipt if, after considering the evidence provided by the Vendor and consulting with its professional advisors, it reasonably determines that the requirements of the *Act* or applicable CRA guidance for the issuance of a donation receipt have not been satisfied.

(e) The Vendor shall provide to the Town, in a timely manner, all information and documentation reasonably required by the Town to determine the eligible amount of the gift and to comply with the requirements of the *Act* and the Income Tax Regulations, including but not limited to information required under subsections 248(31), (32), (35), (36), (38), and (41) of the *Act*.

5.4 Release - The Vendor hereby releases the Town from all claims of the Vendor in relation to the donation receipt, including Canada Revenue Agency's refusal to accept the donation receipt. The Vendor hereby agrees to indemnify, defend and save harmless the Town from any costs, losses or penalties incurred by the Town in relation to the donation receipt.

ARTICLE 6 - VENDOR REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Vendor Representations and Warranties - The Vendor hereby represents and warrants to the Town that the following are true, and will be true on the Completion Date:

- (a) the Vendor has the legal capacity, power and authority to perform all of the Vendor's obligations under this Agreement;
- (b) the Vendor is the registered and beneficial owner of the Property;
- (c) the Vendor has good and marketable title to the Property free and clear of all liens, claims, charges, encumbrances and legal notations, statutory or otherwise, except for the Permitted Encumbrances;
- (d) the Vendor has taken all necessary or desirable actions, steps, and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the sale and transfer of the Property by the Vendor to the Town;

- (e) there is no action, suit, claim or litigation pending or threatened with respect to the Property, or any part thereof, or the use or occupancy thereof and no state of facts exists which could constitute the basis of any such action, suit, claim or litigation;
- (f) neither the Vendor entering into this Agreement nor the performance by the Vendor of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, mortgage, deed of trust, lease, document or agreement to which the Vendor is bound or subject;
- (g) there is no present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities or similar services in connection with the Lands;
- (h) the Vendor has complied with all Environmental Laws in its use of the Property and, during the period that the Vendor has owned the Lands, the Vendor has not caused or permitted any Contaminants to be introduced, and is not aware of any Contaminants having been introduced, into, onto or under the Lands;
- (i) there is no improvement on any lands adjoining the Lands encroaching upon the Lands and there is no improvement on the Lands that is encroaching on any adjoining lands;
- (j) the Vendor possesses all necessary licences and permits to operate the Lands as a golf course and all terms and conditions of such licences and permits have been duly complied with and are in good standing;
- (k) the Vendor occupies the Lands and there are no tenants or other occupants occupying the Lands;
- (l) there is no liability, contingent or otherwise, for Governmental Charges in respect of the Lands;
- (m) there are no debts due or owing for any work, labour, service or materials provided to or performed in respect of the Property under which a lien or charge has arisen or could arise under the *Builders Lien Act* (British Columbia) or any other legislation; and
- (n) the Vendor is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) and it is not acting as an agent, trustee or nominee for any person in connection with this Agreement or the transaction under this Agreement.

6.2 Vendor's Covenants - The Vendor covenants with the Town to:

- (a) permit the Town and its representatives to enter onto the Lands and within the buildings thereon to carry out such inspections, tests, studies, appraisals, surveys and investigations of the Lands and the buildings as the Town may reasonably require;
- (b) cause the Property to be maintained and repaired and to effect replacements of the Property as may be required before the Completion Date in the manner of a prudent owner;

- (c) maintain insurance coverage in full force and effect with respect to the Property up to and including the Completion Date, in such amounts and on such terms as would a prudent owner;
- (d) provide the Town with continuing access to all records and other documents within the possession or control of the Vendor relating to the operation of the Property which are not delivered to the Town under (d), above;
- (e) not enter into or amend any contract with respect to the Lands including, without limitation, leases, before the Completion Date without the prior written approval of the Town;
- (f) maintain present levels of consumable supplies and spare parts on the Property until the Completion Date;
- (g) pay when due any indebtedness of the Vendor to any governmental authority which, by operation of law or otherwise, becomes a lien, charge or encumbrance on the Property from and after the Completion Date; and
- (h) not modify, amend or cancel any of the Permitted Encumbrances without the prior written approval of the Town.

6.3 Survival of Representations, Warranties and Covenants - The representations, warranties and covenants contained in sections 6.1 and 6.2 will survive the Completion Date and will continue in full force and effect for the benefit of the Town after the Completion Date, notwithstanding any independent inquiry or investigation by the Town.

6.4 Termination at Town's Election - The Town may, in its absolute discretion, terminate this Agreement by giving notice of termination to the Vendor on or before the Completion Date if any of the Vendor's representations or warranties under section 6.1 is untrue or the Vendor has not complied with any of its covenants under section 6.2. The exercise or non-exercise by the Town of its rights under this section will not affect any other rights or remedies the Town may have at law or in equity.

6.5 Material Loss or Damage - If there is any Material Loss prior to the passing of risk as stated in section 4.5, the Town shall, within seven days following such loss or damage, by notice in writing to the Vendor, either:

- (a) terminate this Agreement, or
- (b) elect to complete the purchase, in which case the proceeds and the right to receive the proceeds of all insurance will be assigned by the Vendor to the Town on the Completion Date subject to Section 6.6 of this Agreement

In the absence of such notice the Town shall be deemed to have elected to complete the purchase.

6.6 Repair of Damage - The Vendor will diligently repair at its sole expense any damage caused to the Property while the Property is at the risk of the Vendor. In such event, the Vendor shall be entitled to receive all proceeds of insurance pertaining to the Vendor's repair of such damage and shall use such proceeds only to repair the Property.

6.7 Delivery of Documents - Promptly upon execution of this Agreement by the Vendor, the Vendor shall deliver to the Town copies of all existing leases and licences, plans, records, environmental and geotechnical reports, site assessments, audits, studies, investigations, permits, approvals, and any other records relating to Contaminants, Environmental Laws, and geotechnical soil conditions in the possession of or controlled by or available to the Vendor to the best of its knowledge with respect to the Lands and the Vendor will provide the Town with timely notice of any amendments to or additions to such information that they receive or become aware of prior to the Completion Date.

ARTICLE 7 - MISCELLANEOUS

7.1 Fees and taxes - The Town will pay, as and when due and payable:

- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the sale of the Lands to the Town;
- (b) LTO registration fees in connection with the registration of the Transfer;
- (c) its own legal fees and disbursements; and
- (d) any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Property to the Town, with the Town and the Vendor agreeing that the Purchase Price does not include GST. The Town confirms, represents and warrants to the Vendor that the Town is registered for GST purposes under number 108129206RT0001 and shall self-remit any GST applicable to the transaction contemplated in this Agreement.

The Vendor will pay its own legal fees and disbursements in connection with this Agreement and the completion of the transaction contemplated under this Agreement.

7.2 Preparation of Conveyancing Documents - The Town will, at its expense, prepare all necessary conveyancing documentation, including the Transfer.

7.3 Termination of Lease - On the Completion Date, the lease between the Town as landlord and the Vendor as tenant of the lands legally described as:

PID: 014-844-371

LOT A, DISTRICT LOT 122, NANOOSE DISTRICT, AND DISTRICT LOT 78, NANOOSE AND NEWCASTLE DISTRICT, PLAN 49114

shall automatically terminate.

7.4 No Real Estate Agent - The Vendor represents and warrants to the Town that no real estate agent, or other agent, has assisted the Vendor, or in any way directly or indirectly participated in the making of this Agreement and that no real estate agent or other agent is

entitled to any commission or other remuneration in any way in connection with this Agreement or the sale and purchase of the Property between the Vendor and the Town and the Vendor agrees to indemnify and hold the Town harmless from and against any such commission or remuneration, in any action, cause of action or liability relating thereto.

7.5 Further Assurances - The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

7.6 Notice - Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a "Notice" under this section) which may be or is required to be given under this Agreement will be in writing and be delivered to the applicable address set out above, or to such other address number of which notice has been given as provided in this section, or sent via email, if to the Town: hsvensen@qualicumbeach.com, if to the Vendor: [s. 22 \[REDACTED\] .com](mailto:s.22.com). Any Notice that is delivered is to be considered given on the day it is delivered, except that if that day is not a Business Day, the Notice is to be considered given on the next Business Day after it is sent. Any Notice that is sent via email is to be considered given on the day it is sent, except that if that day is not a Business Day or if it is sent following 4:00 PM Pacific Standard Time, the Notice is to be considered given on the next Business Day.

7.7 Vendor's Solicitors- If the Vendor accepts the Town's offer as set out in this Agreement, the Vendor will promptly thereafter notify the Town of its solicitor or notary public for the purposes of the transaction contemplated under this Agreement.

7.8 No Effect on Powers-This Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the Town or the approving officer for the Town under the common law or any statute, bylaw or other enactment;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Vendor or the Property; or
- (c) relieve the Vendor from complying with any common law or any statute, regulation, bylaw or other enactment.

Without limiting the foregoing, the Vendor acknowledges and agrees that where fulfillment of a condition precedent under this Agreement requires that the Town's municipal council adopt bylaws or pass resolutions, the adoption of such bylaws and passage of such resolutions is within the absolute and unfettered discretion of the council and the provisions of this Agreement will not in anyway obligate the council to adopt such bylaws or pass such resolutions or affect councils' discretion with respect thereto.

7.9 Time of Essence -Time is of the essence in this Agreement.

7.10 Interpretation - In this Agreement:

- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the

context requires otherwise;

- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

7.11 Tender - Any tender of documents or money to be made upon a party may be made at that party's address set out in this Agreement or upon their solicitor.

7.12 No Other Agreements - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject.

7.13 Assignment-The Vendor may not assign all or any part of this Agreement, or the benefit hereof, without the prior written consent of the Town, which may be withheld arbitrarily and without reason.

7.14 Benefit - This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

7.15 Modification -This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

7.16 Governing Law -This Agreement will be governed by and construed in accordance with the laws of British Columbia.

7.17 Non-Merger - None of the provisions of this Agreement will merge in the transfer of the Property or any other documents delivered on the Completion Date and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.

TOWN OF QUALICUM BEACH

by its authorized signatories:



Name: Mayor Teunis Westbroek



Name: Heather Svensen,
Director of Corporate Services

Date: June 26, 2025

SEMAHMOO GOLF CENTRE LTD.

by its authorized signatories:

s. 22

Name: Director **s. 22**

Name:

June 30th, 2025

Date

SCHEDULE A

PIO: 018-843-069

LOT D, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040, EXCEPT
PART IN PLAN VIP63131, EXCEPT PLAN EPP74273

PIO: 018-843-034

LOT A, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040 EXCEPT PARTS IN
PLANS VIP59041, VIP59042 AND VIP59486

PIO: 005-103-860

PARCEL A (DD 17881N), DISTRICT LOT 108, NANOOSE DISTRICT, EXCEPT PARTS
IN PLANS 21035, 25134, 25719, 25980, 28760, 29168, 33534, 35350, 44771,
VIP59041, VIP63018 AND VIP66151

PIO: 005-087-406

LOT 108, NANOOSE DISTRICT, EXCEPT PARCEL A (DD 17881-N) THEREOF AND
EXCEPT THOSE PARTS IN PLANS 12661, 25719, 30095, 33534, 35350 AND VIP53192

PIO: 016-112-393

LOT 2, DISTRICT LOT 49, NANOOSE DISTRICT, PLAN 50575

SCHEDULE B

Permitted Encumbrances

PID: 018-843-069

LOT D, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040, EXCEPT
PART IN PLAN VIP63131, EXCEPT PLAN EPP74273

- Exceptions and Reservations M76300 registered in favour of Esquimalt and Nanaimo Company
- Land Use Contract G90049 registered in favour of the Regional District of Nanaimo
- Easement S32905 registered in favour of multiple parcels
- Land use Contract EC93011 registered in favour of the Regional District of Nanaimo
- Covenant EE79020 registered in favour of the Town of Qualicum Beach
- Covenant EH76266 registered in favour of the Town of Qualicum Beach
- Easement EK34582 registered in favour of Lot 2, Plan VIP63131

PID: 018-843-034

LOT A, DISTRICT LOT 122, NANOOSE DISTRICT, PLAN VIP59040 EXCEPT PARTS IN
PLANS VIP59041, VIP59042 AND VIP59486

- Exceptions and Reservations M76300 registered in favour of Esquimalt and Nanaimo Company
- Land Use Contract G90049 registered in favour of the Regional District of Nanaimo
- Land use Contract EC93011 registered in favour of the Regional District of Nanaimo
- Statutory Right of Way ED77435 registered in favour of His Majesty the King in Right of the Province of British Columbia
- Statutory Right of Way ED77437 registered in favour of the Regional District of Nanaimo
- Statutory Right of Way EG3653 registered in favour of the Town of Qualicum Beach
- Statutory Right of Way EG3654 registered in favour of the Town of Qualicum Beach
- Statutory Right of Way EG156881 registered in favour of the Town of Qualicum Beach
- Statutory Right of Way EG156883 registered in favour of the Town of Qualicum Beach
- Covenant EH76266 registered in favour of the Town of Qualicum Beach
- Statutory Right of Way EH76270 registered in favour of the Town of Qualicum Beach
- Statutory Right of Way EH76272 registered in favour of the Town of Qualicum Beach

PID: 005-103-860

PARCEL A {DD 17881N}, DISTRICT LOT 108, NANOOSE DISTRICT, EXCEPT PARTS
IN PLANS 21035, 25134, 25719, 25980, 28760, 29168, 33534, 35350, 44771,
VIP59041, VIP63018 AND VIP66151

- Exceptions and Reservations M76300 registered in favour of Esquimalt and Nanaimo Company

- Land Use Contract G90049 registered in favour of the Regional District of Nanaimo
- Easement H29852 registered in favour of Lot 10, Plan 25719
- Statutory Right of Way J46282 registered in favour of the Regional District of Nanaimo
- Statutory Right of Way J54554 registered in favour of His Majesty the King in Right of the Province of British Columbia
- Land use Contract EC93011 registered in favour of the Regional District of Nanaimo
- Statutory Right of Way EG3650 registered in favour of the Town of Qualicum Beach

PIO: 005-087-406

LOT 108, NANOOSE DISTRICT, EXCEPT PARCEL A (DD 17881-N) THEREOF AND
EXCEPT THOSE PARTS IN PLANS 12661, 25719, 30095, 33534, 35350 AND VIP53192

- Exceptions and Reservations M76300 registered in favour of Esquimalt and Nanaimo Company
- Land Use Contract G90049 registered in favour of the Regional District of Nanaimo
- Statutory Right of Way J54554 registered in favour of His Majesty the King in Right of the Province of British Columbia
- Statutory Right of Way K32604 registered in favour of the Regional District of Nanaimo
- Land use Contract EC93011 registered in favour of the Regional District of Nanaimo

PIO: 016-112-393

LOT 2, DISTRICT LOT 49, NANOOSE DISTRICT, PLAN 50575

- Exceptions and Reservations M76300 registered in favour of Esquimalt and Nanaimo Company
- Covenant ED66354 registered in favour of His Majesty the King in Right of the Province of British Columbia
- Restrictive Covenant ED993391 registered in favour of Lot 1, Plan 50575
- Easement ED99393 registered in favour of Lot 1, Plan 50575
- Statutory Right of Way EF70756 registered in favour of the Town of Qualicum Beach
- Statutory Right of Way FB357136A registered in favour of the Town of Qualicum Beach
- Statutory Right of Way CA2983072 registered in favour of Epcor Water (West) Inc.

SCHEDULE C

Chattels

- Course Maintenance Equipment and Vehicles
 - o Mowers (green, fairway, rough, etc.)
 - o Tractors and utility vehicles
 - o Heavy equipment (backhoes, etc.)
 - o Aerators and sprayers
 - o Sand top dressers and spreaders
 - o Vehicles
- Golf Equipment and Accessories
 - o Golf carts and related accessories
 - o Driving range equipment (ball dispensers, ball retrievers, etc.)
 - o Practice facility items (pins, flags, etc.)
- Clubhouse and Pro Shop Contents
 - o Furniture and furnishings (tables, chairs, sofas, etc.)
 - o Pro shop inventory and rental inventory (golf clubs, etc.)
 - o Point-of-sale systems and computers
- Restaurant and Kitchen Equipment
 - o Commercial kitchen appliances (ovens, grills, refrigerators, etc.)
 - o Bar equipment (coolers, taps)
 - o Dining wares (plates, glasses, cutlery)
- Recreational and Fitness Equipment
 - o Golf Simulators
 - o Outdoor furniture (benches, tables, etc.)
- Event and Banquet Supplies
 - o Audio-visual equipment (projectors, sound systems, etc.)
 - o Banquet seating and tables
 - o Decoration inventory (linens, lighting, etc.)
- Administrative and Operational Supplies
 - o Office equipment (desks, chairs, computers, etc.)
- Signage and wayfinding materials
- Miscellaneous tools and repair equipment



TOWN OF QUALICUM BEACH

INCORPORATED 1942

201 - 660 Primrose St.
P.O. Box 130
Qualicum Beach, BC
V9K 1S7

Telephone: (250) 752-6921

Fax: (250) 752-1243

E-mail: qbtown@qualicumbeach.com

Website: www.qualicumbeach.com

OFFICIAL DONATION RECEIPT FOR INCOME TAX PURPOSES

Receipt #: 111

Receipt Issued: January 30, 2026

Location Issued: Town of Qualicum Beach

Charitable Registration #: 108129206RR0001

Donor Name: SEMIAHMOO GOLF CENTRE LTD. (INC. BC1158935)

Donor Address: 2035 West Island Highway
Qualicum Beach, BC V9K 1G1
Canada

Donation Received: December 1, 2025

Amount of gift: \$4,480,000.00

Eligible Amount of Gift: \$4,480,000.00

Description of donation: Fair Market Valuation - Prepared by WL Wong & Liu Valuation Group, as of December 1, 2025 (Folio 565 10084.800)

Authorized Signature: _____

Canada Revenue Agency - Canada.ca/charities-giving