

SCHEDULE "A" TO AGREEMENT FOR SALE

BUILDING COMMITMENT

TERMS, CONDITIONS AND SPECIFICATIONS

This schedule is appended to, and forms part of the Agreement for Sale between the Municipality of Haines Junction, as Vendor, and the Purchaser (the "Agreement").

The terms, conditions and specifications stated herein comprise part of the obligations of the Purchaser under the Agreement for Sale. For greater certainty, any failure of the Purchaser to comply with any of these terms, conditions or specifications, including the timings contained herein, constitutes a breach of the Agreement and will result in title to the Property not being transferred to the Purchaser.

The "Work"

1. The Work referred to herein is the sole responsibility of the Purchaser(s) and shall be performed strictly in accordance with the terms, conditions and specifications described herein.
2. The Work to be performed by the Purchaser on the Property shall consist of construction of at least one residential dwelling on each lot to "Occupancy" which shall include the following:
 - a. an approved "Occupancy", or "Conditional Occupancy" certificate from Yukon Building Safety.
 - b. all exterior siding must be completed, with an approved inspection notice issued by the Haines Junction Development Officer, in their sole discretion.

Specifications

3. The Work shall in all respects be performed to standards and specifications equal to or better than those required by the National Building Code and by the Yukon Government and any other municipal or local authority having jurisdiction over the Work.
4. The Work shall meet or exceed the following minimum specifications:
 - a. all Haines Junction Zoning Bylaw and other bylaw requirements; and
 - b. All National Building Code Regulations.

Time

5. The Work shall be substantially completed no later than the date which is 5 years after the Possession Date in the Agreement.
6. Failure to complete the Work by the date stipulated above shall, at the option of the Municipality of Haines Junction, in its sole discretion, be deemed a material breach of the

Agreement, in which case the Municipality of Haines Junction may pursue such remedies as may be available under the Agreement, under any applicable statute or regulation, or at common law. For greater certainty, in addition to any other remedies the Municipality of Haines Junction has against the Purchaser, failure to complete the Work within the timings stipulated under this Schedule will result in title to the Property not being transferred to the Purchaser, or, if title to the Property has been transferred to the Purchaser under the Agreement, the Purchaser being required to return title to the Municipality of Haines Junction at the Purchaser's sole cost and expense.

Inspections

7. An inspector or appraiser authorized by the Municipality of Haines Junction (an "Inspector") shall be permitted to enter upon the lands at any reasonable time, without notice to the Purchaser(s), for the Purpose of inspecting the Work. The Purchaser(s), or any person occupying the Lands, shall permit an Inspector to have access to any portions of the Work he may require to inspect.
8. Any inspection of the Work Performed by or on behalf of the Municipality of Haines Junction shall be solely for the benefit and purposes of the Municipality of Haines Junction concerning the administration of the Agreement or for any other valid municipal purpose.
9. Any inspections by the Purchaser(s) to ensure that the Work is being performed in accordance with this Agreement shall be the exclusive responsibility of the Purchaser and shall be performed at the expense of the Purchaser(s).
10. The Purchaser(s) shall not rely upon any statement or representation concerning the Work made by an Inspector unless a contrary intention is expressly stated in writing by the Municipality of Haines Junction.
11. The Work shall be deemed not to be substantially complete unless it is so declared in writing by an Inspector.

Disputes

12. Where the Purchaser(s) disputes a determination made by an Inspector, the Purchaser(s) and the Municipality of Haines Junction shall appoint a reasonably qualified Independent Arbitrator to rule upon the matter in dispute.
13. The Purchaser(s) shall pay the costs and expenses of the Independent Arbitrator, unless the Independent Arbitrator rules that the Inspector's determination was made unreasonably, in which case the Municipality of Haines Junction shall pay such cost and expenses.

General Terms

The Purchaser(s) shall comply strictly with the terms, conditions and specifications described herein, and no variation or departure therefrom shall be permitted without the express written approval of the Municipality of Haines Junction.