

7. THE SELLER AGREES AS FOLLOWS:

- A. To promptly advise the Listing Brokerage of, and refer to the Listing Brokerage, all inquiries for the purchase of the Property, and to deliver to the Listing Brokerage all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract; and
- C. To allow the Listing Brokerage to make agency disclosures required of the Listing Brokerage.

8. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list or show property of, or to have agency relationships with, other sellers;
- B. It is not a conflict or breach of duty to the Seller for the Listing Brokerage to have agency relationships with buyers;
- C. The Listing Brokerage will not be required to disclose to the Seller confidential information obtained through any agency relationship;
- D. A brokerage acting only for a buyer does not owe any agency duties to the Seller; and
- E. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

9. LIMITED DUAL AGENCY.

- A. If the Listing Brokerage is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage will seek the written consent of the Seller and the prospective buyer to continue to act as their limited dual agent to facilitate a sale of the Property.
- B. Where the Seller and the prospective buyer have consented to the Listing Brokerage acting as their limited dual agent, the Listing Brokerage's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR*.

10. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION.

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
 - i) for all purposes consistent with the listing, marketing and selling of the Property;
 - ii) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
 - iii) for all other purposes authorized in this Contract including but not limited to those described in 1B and 6B; and
 - iv) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR*.

11. MISCELLANEOUS PROVISIONS:

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. This Contract shall automatically end if the Listing Brokerage ceases to be licensed under the Real Estate Services Act.
- G. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller.

12. ENTIRE AGREEMENT. The Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date.

SIGNED, SEALED AND DELIVERED THIS 8th OF February, YR 2007.

Susan J. Garnier
SELLER'S SIGNATURE

Francis J. Garnier
SELLER'S SIGNATURE

BY SIGNING THIS CONTRACT THE SELLER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED *WORKING WITH A REALTOR*.

Prudential United Realty
LISTING BROKERAGE (PRINT)

Per:
LICENSEE'S SIGNATURE

Per: Ray Hunter
LICENSEE (PRINT)

WITNESS TO SELLER(S) SIGNATURE(S)