OPTION TO PURCHASE

THIS AGREEMENT made the ___ day of ___________, 20____.

BETWEEN:

INSIGHT HOLDINGS LTD.
c/o Davidson Lawyers LLP
Attention: Taylor Sheardown
301, 3126 31st Avenue
Vernon, BC V1T 2H1

("Insight")

and

GATEWAY RESORT DEVELOPMENT LTD.
c/o Davidson Lawyers LLP
Attention: Taylor Sheardown
301, 3126 31st Avenue
Vernon, BC V1T 2H1

("GRD" and together with Insight, the "Transferor")

AND:

Name: ____

Address: ____

City/Prov/Postal Code: ____

Telephone: Home: ____________________ Work: ________________

Email: _____________________________ Fax: __________________

(the "Transferee")

BACKGROUND

A. The Transferor is the registered owner of the Lands as defined herein located in the Kamloops Assessment Area.

B. The Transferor has agreed to grant to the Transferee an option to purchase a Shared Interest as defined herein in the Lands on the terms and conditions set out in this Agreement.

Terms of Agreement

In consideration of the sum of TEN ($10.00) DOLLARS (the "Option Fee") now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree as follows:

1. **DEFINITIONS:** In this Agreement:

   (a) **"Co-Owner"** has the same meaning as set out in the Co-Ownership Agreement;

   (b) **"Co-Ownership Agreement"** means an agreement made between the Transferee, the Transferor and the HOA a copy of which is attached as Schedule 1 to the Disclosure Statement;

   (c) **"Disclosure Statement"** means the Disclosure Statement dated July 1, 2025 filed by the Developer, concerning the development on the Lands and the Shared Interest, with the Superintendent of Real Estate pursuant to the *Real Estate Marketing Act* and includes all amendments thereto, if any;

   (d) **"GST"** means the Goods and Services Tax imposed pursuant to the provisions of the *Excise Tax Act* of Canada;

   (e) **"HOA"** means Gateway Falls Estates Ownership Association, a party to the Co-Ownership Agreement;

   (f) "**Lands**" means collectively those lands and premises legally described as:

      Parcel Identifier: 026-052-539
      Lot A Sections 25 and 26 Township 22 Range 12 West of the 6th Meridian Kamloops Division Yale District Plan KAP76386;

   (g) **"Shared Interest"** means a one five hundredth (1/500) undivided interest in the Lands, registered in the name of the Transferor at the Kamloops Land Title Office;

   (h) **"Site"** means site number ___ shown on the site plan attached hereto as Schedule A; and

   (i) **"Transferor's Lawyer"** means Att: Taylor Sheardown, DAVIDSON LAWYERS LLP, Barristers and Solicitors, 301, 3126 – 31st Avenue, Vernon, British Columbia V1T 2H1 Telephone: (250) 542-1177, Fax: (250) 542-1105.

2. In consideration of the Option Fee, the Transferor does hereby grant to the Transferee the sole and exclusive option (the "Option"), irrevocable within the time limited by this Agreement, for exercise by the Transferee to purchase a Shared Interest.

3. The purchase price for the Shared Interest shall be $______________________________ plus GST (the "Purchase Price").

4. The Transferee may purchase the Shared Interest from the Transferor and the Transferor will sell the Shared Interest to the Transferee for the Purchase Price (plus GST), subject to

the terms and conditions of this Option.

5. The Transferee agrees to pay a non-refundable deposit of $________________ (the "Deposit") to the Transferor on or before _____________________.

6. The Deposit will be paid directly to the Transferor. If the Transferee fails to exercise this Option by the Option Date as defined below or fails to complete the purchase of the Shared Interest by the Completion Date, the Transferor may elect to cancel this Option and retain the Deposit and all payments made hereunder. If the Transferor fails or refuses to complete the sale of the Shared Interest to the Transferee in accordance with the provisions of this Option, the Deposit and all principal payments made hereunder shall be returned to the Transferee.

7. Notwithstanding Section 6, the party not in default may in addition to its other remedies at law or in equity, instead of exercising the option to cancel, elect to complete the sale and purchase of the Shared Interest at a later date in which event time shall continue to be of the essence.

8. The Transferee may exercise the Option at any time until 5:00 p.m. on _____________________ ("Option Date") by delivering to the Transferor written notice of the exercise of the Option. If the Option is exercised as set out in this section, this Agreement shall become a binding agreement for the purchase and sale of the Lands which shall be completed in accordance with Section 25.

9. If the Option is not exercised by the Option Date, the Option and this Agreement shall be null and void and no longer binding on the parties.

10. The Purchase Price shall be paid to the Transferor in monthly instalments (the "Instalments") of $___________including interest at the rate of ___% per annum, calculated monthly, not in advance, due and payable on the first day of each month commencing ______________________.

11. The Transferee shall provide the Transferor, at the Transferor's sole discretion, with the authority for pre-authorized debit payments for the Instalments.

12. In each occurrence that the Transferee is late in a payment of the Instalments the Transferor may:

    (a) charge the sum of $100.00 for the first delinquent payment and for any subsequent delinquent payment the sum of $175.00 ("Late Fee"); or

    (b) elect to cancel this Option and retain all monies paid hereunder.

    For further certainty, the parties acknowledge that the Transferor's decision to charge the Transferee a Late Fee shall not preclude the Transferor from electing to cancel this Option and retain all monies paid hereunder for any subsequent occurrence that the Transferee is late in a payment of the Instalments.

13. The Transferee shall not install improvements on the Land without the consent of the Transferor, which such consent may be withheld at the sole and unfettered discretion of the Transferor. In the event that the Transferee installs improvements on the Land

without the consent of the Transferor the Transferor may cancel this Option and retain all monies paid hereunder.

14. The Transferee may prepay the balance of the Purchase Price at any time hereunder as long as this Option is still valid.

15. The Transferee shall have vacant possession of the Site at 9:00 a.m. on ______________________ (the "Date of Possession").

16. The Transferee agrees to maintain all payments on the Co-ownership Agreement, property taxes, liability and hazard insurance, and utilities from the Date of Possession.

17. If the Transferee is late in a payment required under section 16, the Transferor may, but is not obligated to, attend to payment of the required payments under section 16 on behalf of the Transferee, and charge the amount of the payments plus a $250.00 service fee to the balance outstanding under this Agreement.

18. The Transferee shall be responsible for all maintenance and repairs to the Site as of the Date of Possession.

19. If the Transferee does not exercise this Option to purchase the Shared Interest then the Transferee will still be held responsible for any unapproved changes made to the Site or damage beyond normal wear and tear.

20. If this Option is not exercised and all terms and conditions of this option not fully performed by the Transferee then the Transferee will forfeit the Transferee rights to the Shared Interest and all monies previously provided.

21. The Transferee acknowledges and agrees that this Option and the payment of the option money do not constitute a grant of any interest in the Shared Interest or Lands, equitable or otherwise. The Transferee does not have equity in the Shared Interest or Lands by virtue of this option agreement or the payment of option money. This is not a land contract. The Transferee will not have any interest in the Shared Interest or Lands until all the terms of the option agreement are satisfied and the transfer of the Shared Interest is fully executed and registered at the Land Title Office.

22. The Transferee acknowledges and agrees that it will be responsible to pay any and all taxes payable pursuant to the *Property Transfer Tax Act* (British Columbia) with respect to the transfer of the Shared Interest.

23. The Transferee will pay GST to the Transferor on each monthly instalment at the same time as the monthly instalment is paid and on the Balance of the Purchase Price on the Completion Date and the Transferor will be responsible for remitting the appropriate amount of tax.

24. The Transferee acknowledges and agrees that the Transferor maintains insurance in respect of the Shared Interest and the Lands and that the Transferee will be responsible to reimburse the Transferor for any and all insurance payable with respect to the Shared Interest and the Transferee's proportionate share of the Lands as of and from the Possession Date. The Transferee further acknowledges and agrees that it shall take out and

maintain any additional insurance required by the Transferor from time to time as of and from the Possession Date.

25. The sale and purchase of the Shared Interest shall be completed on the following terms:

(a) the completion date (the “Completion Date”) for the sale and purchase of the Shared Interest shall be the fourteenth (14^{th}) day following the date of exercise of this Option;

(b) on or before the Completion Date the Transferee shall deliver to the Transferor’s Lawyer the Purchase Price plus or minus (as the case may be) any adjustments agreed to be brought into account pursuant to paragraph (g) of this clause (the “Balance of the Purchase Price”);

(c) before the Completion Date the Transferee shall cause to be delivered to the Transferor a Form A Transfer of the Shared Interest (the “Transfer”) and a statement of adjustments and the Transferor shall execute the Transfer in registrable form and return it to the Transferee’s solicitors before the Completion Date;

(d) the Transfer may be delivered on the professional undertaking of the Transferee’s solicitors that they will not register the Transfer in the appropriate Land Title Office unless on the same day of such registration they will make the Balance of Purchase Price available at their offices for the Transferor to pick up, or delivered at the Transferor’s direction and expense, or alternatively that they will return the Transfer to the Transferor unregistered on demand;

(e) on or before the Completion Date, the Transferee shall cause the Transferee’s solicitors to lodge the Transfer subject only to the Permitted Encumbrances, for registration in the Land Title Office and thereafter make the Balance of the Purchase Price available to the Transferor as set out above;

(f) tender or payment of the balance of the Balance of the Purchase Price by the Transferee to the Transferor will be by bank draft, or lawyer/notary's trust cheque; and

(g) adjustment for property taxes and utility rates shall be made between the parties as at the Completion Date and shall be added to or deducted from the Purchase Price (as the case may be), provided that any adjustments not settled by the Completion Date shall be settled between the parties immediately following the completion and the sale and the purchase of the Shared Interest shall complete nevertheless.

26. The Transferor, the Transferee and the HOA shall each sign, in counterpart, the Co-Ownership Agreement prior to the Completion Date.

27. The Transferor warrants and represents to the Transferee as follows:

(a) the Transferor is "resident in Canada" within the meaning of that phrase in Section 116 of the *Income Tax Act* of Canada; and

(b) the Transferor will require the HOA and other purchasers of a shared interest in the Lands to execute and deliver a counterpart of the Co-Ownership Agreement to the HOA on the same terms as are herein contained.

28. The Transferee acknowledges to and agrees with the Transferor and the HOA as follows:

(a) the Transferee has received a copy of the **Disclosure Statement** and all Schedules thereto, and has had an opportunity to read and understand the same prior to the signing and delivery of this Agreement by any Purchaser or the Transferor; and

(b) the Lands are not subdivided to create separate titles to the Site or other Sites on the Lands, and the Transferee's rights to use and occupy the Site pursuant to the Shared Interest are defined by the Co-Ownership Agreement.

29. The Transferee may not directly or indirectly assign the Transferee's interest in this Option or direct the Transferor to transfer title to the Shared Interest to any third party without the written consent of the Transferor, acting reasonably, and unless the Transferee gives the Transferor and the Transferor's Lawyer not less than 10 days' notice of a proposed assignment. An assignment will not release or discharge the Transferee from any of the Transferee's obligations or duties under this Option. In the event of any assignment of this Contract prior to closing, the Transferee will pay to the Transferor an assignment fee of $5,000.00 (the "Assignment Fee") unless such assignment is to a spouse, child, grandchild, parent, grandparent or sibling of the Transferee or a company owned or controlled by the Transferee on closing and the Transferee provides the Transferor with a statutory declaration in respect thereof. Any assignment by the Transferee for which consent has been received from the Transferor will only be effective upon receipt of the Assignment Fee and the execution of an agreement by the assignee agreeing to be bound by the terms and conditions of this Option.

30. Title to the Shared Interest will be conveyed to the Purchaser on or before the Completion Date free and clear of all encumbrances except conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or 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, the Management Company Lease and Easement and the Option, all of which are collectively referred to as the "Permitted Encumbrances".

31. The Site shall be at the risk of the Transferor to and including the day preceding the Possession Date and from and after the Possession Date shall be at the risk of the Transferee. The Transferee shall be responsible to take out and maintain insurance as required by the terms of the Co-Ownership Agreement from and including the Possession Date.

32. The Transferee shall abide by all Rules and Regulations forming part of the Co-

ownership Agreement. If the Transferee breaches any of the Rules or Regulations then the Transferor may terminate this Option and retain the Deposit and all payments made hereunder.

33. Time is of the essence of this Option.

34. This Option shall not be registered in the applicable Land Title Office and the Transferor shall not be required to provide the Transferee with a registrable version of this Option.

35. Wherever the singular or the masculine is used in this Option, the same shall be construed as meaning the plural or feminine or the body politic or corporate were the context or the parties so require, and where a party is more than one person, all covenants shall be deemed to be joint and several.

36. This Option shall enure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successors, personal representatives and assigns.

37. There are no representations, warranties, promises or agreements other than those set out in this Option, all of which will survive the completion of the purchase and sale of the Shared Interest.

38. Any notice, request or demand provided for in this Option shall be in writing and sufficiently given if served personally upon the party for whom such notice was intended, or, if mailed by registered mail to the address shown on the title of for whom such notice was intended. All notices given by mail under this section shall be deemed to be received three (3) days following its posting, if posted at Vernon, British Columbia, provided that after the time of posting there shall be any slowdown, strike or labour dispute which might affect the delivery of notice by mail, then such notice shall only be effective if actually delivered. Either party may, at any time, give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address so given.

[CONTINUED ON NEXT PAGE]

39. This Option may be prepared in two or more counterparts and all such counterparts when executed by all of the parties hereto shall be construed as one agreement to the same effect as if one original of this Option had been executed by all parties hereto.

SIGNED by the Transferee(s) this ___ day of ____________________, 20____.

________________________________ Witness (as to both signatures if more than one)

_____________________________ Transferee -

______________________________ Transferee -

SIGNED by the Transferor this ___ day of ____________________, 20___.

INSIGHT HOLDINGS LTD.

Per: ___________________________________
Authorized Signatory

GATEWAY RESORT DEVELOPMENT LTD.

Per: ___________________________________
Authorized Signatory

SCHEDULE A

SITE PLAN

[See Attached]