

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS OF THE LATER OF THE DATE THE PURCHASER RECEIVES ALL OF THE INFORMATION AND DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE *CONDOMINIUM PROPERTY ACT*, R.S.A. 2000, c. C-22, AS AMENDED, AND THE DATE THE PURCHASER SIGNS THIS PURCHASE AGREEMENT. THIS AGREEMENT IS GOVERNED BY THE *CONDOMINIUM PROPERTY ACT*, R.S.A. 2000, c. C-22, AS AMENDED, AND IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE ACT, THE ACT PREVAILS.



AGREEMENT OF PURCHASE AND SALE

**MIXED-USE CONDOMINIUM PROJECT
CALGARY, ALBERTA**

Purchaser's Initials _____

SUMMARY OF THE PARTIES

PURCHASER'S INFORMATION

Full Name of Purchaser(s): _____
(the "Purchaser") _____

Work Phone Number: _____

Home Phone Number: _____

Cellular Phone Number: _____

Current Address: _____

Email Address: _____

Purchaser's Solicitors: **KH/Dunkley Law Group**
(Check one box) **Note: We have negotiated a SPECIAL RATE for our Purchasers**

Other (Please specify) _____

Lawyer Name: _____

Lawyer Phone Number: _____

Lawyer Fax Number: _____

Lawyer Email Address: _____

VENDOR'S INFORMATION

Vendor: (the "Vendor") **1600WEST BY SARINA GP INC.**

Phone Number: 587-891-7797

Address For Service: 1861 – 17th Avenue SW, Calgary, Alberta, T2T 5W3

Email Address: hudson@sarinahomes.ca

Vendor's Solicitors: Khalil Haji - KH/Dunkley Law Group

Address For Service: 20, 1915 – 32nd Avenue NE

Calgary, Alberta T2E 7C8

Phone Number: 403-207-4662

Fax Number: 587-318-6755

Email Address: reception@khlawgroup.com

Purchaser's Initials _____

SUMMARY OF MATERIAL TERMS

THE UNIT

Municipal Address: _____, 3360 – 16 Street SW, Calgary, Alberta

Condominium Plan: _____ (the “**Condominium Plan**”)

Legal Unit No. _____ (the “**Residence Unit**”)

Unit Factor: _____ Undivided one ten thousandth shares in the
common property (the “**Unit Factor**”)

Project: **HUDSON** _____ (the “**Project**”)

Number of **TITLED** parking units: _____ (the “**Parking Unit**”)

Number of **TITLED** storage units: _____ (the “**Storage Unit**”)

Model of Unit: _____

THE PURCHASE PRICE

Price of Unit without GST: \$ _____

PLUS GST at 5%: \$ _____

LESS GST New Housing Rebate
(as applicable pursuant to the *Excise Tax Act*): \$ _____

TOTAL PURCHASE PRICE (the “**Purchase Price**”)
(Subject to adjustments as contemplated herein): \$ _____

The Purchase Price is payable as follows:

An initial deposit payable concurrently with signing this Agreement: \$ _____

An additional deposit payable within thirty (30) days of the removal of all Purchaser’s Conditions: \$ _____

An additional deposit payable on or before _____: \$ _____

New financing to be obtained by the Purchaser: \$ _____

Balance Owing (Subject to adjustments): \$ _____

TOTAL PURCHASE PRICE
(Subject to adjustments as contemplated herein): \$ _____

* All Deposits are to be paid by bank draft or wire transfer to “KH/Dunkley Law Group in Trust”

**Subject to adjustments as contemplated herein

Purchaser's Initials _____

SUMMARY OF MATERIAL TERMS (CONTINUED)

CONDOMINIUM CONTRIBUTIONS

The estimated monthly condominium contribution for the Unit, pursuant to Section 39 of the Act, is set forth below, which amount has been estimated by the Vendor on the basis of the Proposed Condominium Operating Budget. This amount is an estimate only, and is subject to change upon finalization of the actual operating budget for the Condominium Corporation.

Estimated Monthly Condominium Contribution: \$ _____

OCCUPANCY FEES

From the Closing Date until the time that the first monthly condominium contribution becomes payable by the Purchaser to the Condominium Corporation in accordance with Section 39 of the Act, the Purchaser shall pay a monthly occupancy fee to the Vendor in the amount set forth below (the “**Occupancy Fee**”), which Occupancy Fee shall be payable in monthly installments on the first day of each calendar month plus a pro-rated amount for the month in which the Closing Date occurs. The Purchaser shall provide the Vendor with a reasonable number (as determined by the Vendor in its sole discretion) of post-dated cheques for the Occupancy Fee, except for the pro-rated Occupancy Fee for the month in which the Closing Date occurs, which pro-rated amount shall be adjusted on the statement of adjustments. Any Occupancy Fee paid by the Purchaser herein shall not be held in trust and shall not be credited towards the Purchase Price. As security for the payment of the Occupancy Fee, the Purchaser hereby mortgages and charges all of its right, title, estate and interest in the Unit to and in favour of each of the Vendor.

Estimated Monthly Occupancy Fee: \$ _____

The Purchaser’s initials set forth below confirm that, as of the date of this Agreement, the Purchaser has been advised of, and agrees to pay, the Occupancy Fee

NEW HOME WARRANTY PROVIDER

New Home Warranty Provider: **TRAVELERS CANADA NEW HOME WARRANTY** (the “**Program**”)

RECREATIONAL FACILITIES AND AMENITIES

The recreational facilities, recreational agreements, equipment or other amenities to be used by the residents of the project are shown in the Disclosure Package.

UNIT FACTORS

The basis of unit factor apportionment for all units included in the (Proposed) Condominium Plan is as follows:

Units **197 to 319** were assigned a unit factor proportionately based on the individual area of that unit in comparison to the total area of all units (residence units).

Units **1 to 196** were assigned a nominal unit factor of 1 (parking units and storage units).

Purchaser's Initials _____

PURCHASER'S ACKNOWLEDGEMENT RE: DISCLOSURE PACKAGE

THE PURCHASER EXPRESSLY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THE WITHIN PURCHASE AGREEMENT AND CONFIRMS THAT THIS AGREEMENT IS BINDING ON THE PURCHASER, SUBJECT TO THE TERMS AND CONDITIONS HEREIN CONTAINED.

THE PURCHASER FURTHER EXPRESSLY ACKNOWLEDGES RECEIPT OF THE DISCLOSURE PACKAGE, BEING ALL OF THE DOCUMENTS REQUIRED TO BE PROVIDED PURSUANT TO SECTION 12 OF THE *CONDOMINIUM PROPERTY ACT*, R.S.A. 2000, c. C-22, AS AMENDED. THE SAID DISCLOSURE PACKAGE WAS PROVIDED TO THE PURCHASER IN THE FOLLOWING MANNER, AND BY INITIALLING BELOW THE PURCHASER EXPRESSLY AGREES TO THE METHOD OF DELIVERY CHOSEN (PLEASE INITIAL):

_____/_____
(initials) access through an online portal for which all relevant log in information has been provided

URL: <https://www.HudsonMardalooop.ca/Disclosure-Documents>

THE DISCLOSURE PACKAGE RECEIVED BY THE PURCHASER CONTAINS THE FOLLOWING DOCUMENTS:

- | | |
|--------------|--|
| APPENDIX "A" | Table of Contents for Disclosure Documents |
| APPENDIX "B" | Proposed Project Drawings showing: <ul style="list-style-type: none">a) Interior finishing of and all major improvements to the common property;b) the location of roadways, walkways, fences, parking areas, retaining walls and similar significant features;c) the landscaping;d) any significant utility installations, transformer boxes and major easement areas;e) any recreational facilities, equipment and other amenities to be available for use by residents;f) any equipment to be used for maintenance by the Condominium Corporation; andg) the exterior finishing of all buildings. |
| APPENDIX "C" | Unit Floor Plans, including specifications of finishing materials to be used in Unit |
| APPENDIX "D" | Proposed Condominium Plan(s) |
| APPENDIX "E" | Proposed Condominium Operating Budget. The attached Budget is an estimate presented for informational purposes only and the Vendor accepts no responsibility for the accuracy of the estimated figures |
| APPENDIX "F" | Proposed Condominium By-Laws |
| APPENDIX "G" | Travelers Canada New Home Warranty Insurance Contract pursuant to the <i>New Home Buyer Protection Act</i> (Alberta) |
| APPENDIX "H" | Multiple Family Dwelling Deposit Protection Insurance Policy pursuant to the <i>New Home Buyer Protection Act</i> (Alberta) |

[continued on next page]

Purchaser's Initials _____

APPENDIX "I"

Proposed Management Agreement

APPENDIX "J"

Certificate of Title for the Lands

THE SAID DOCUMENTS HAVING BEEN RECEIVED BY THE PURCHASER ON THIS _____ DAY OF _____, 20____.

PURCHASER(S)

Purchaser's Initials

OCCUPANCY DATE STATEMENT

“Occupancy Date” means:

**Purchaser’s
Initials:** _____ / _____

Fixed Date: _____ ; or

**Purchaser’s
Initials:** _____ / _____

Not earlier than: _____ And not later than: _____

Where the Occupancy Date stated above is a fixed date, the Unit shall be available for possession or occupancy by the Purchaser on such date, and such date shall constitute the “**Closing Date**” hereunder. Where the Occupancy Date stated above is a range of dates, the Vendor shall provide a notice in writing to the Purchaser, at least **Thirty (30) days** in advance, advising that on a date specified in the notice, which date shall be within the range of dates stated above, the Unit shall be available for possession or occupancy by the Purchaser, and the date provided in such notice shall constitute the “**Closing Date**” hereunder.

If the Vendor, in its sole opinion, shall be unable to substantially complete the Unit for occupancy by the date that is Thirty (30) days after the Closing Date as defined above, then the Vendor shall deliver a notice in writing to the Purchaser (the “**Extended Date Notice**”) advising of a revised occupancy date and the date provided in such Extended Date Notice shall, thereafter, constitute the “**Closing Date**” hereunder, unless the Purchaser delivers a notice in writing to the Vendor (the “**Rescission Notice**”) within Ten (10) days of the Purchaser receiving the Extended Date Notice declaring that the Purchaser has rescinded this Agreement. Rescission of this Agreement shall be the only remedy of the Purchaser in the event of a delay by the Vendor in delivering occupancy of the Unit. Upon delivery of the Rescission Notice, the Vendor shall return any deposit to the Purchaser (without interest) within Fifteen (15) days whereupon the parties will be released from their obligations in this Agreement and the Purchaser shall have no recourse, or claim for liability or damages, whatsoever of any nature or kind against the Vendor. Notwithstanding anything to the contrary herein contained, if the Vendor is prevented from substantially completing the Unit for occupancy by the Closing Date due to events of *force majeure*, including but not limited to acts of god, pandemic or epidemic, fire, natural disaster, strikes, walkouts, shortages of labour or materials, inclement weather, acts of crime or vandalism, any other matter or event beyond the Vendor’s control, or any matter referenced in the Act as a legitimate cause for delay, the Closing Date may, at the sole option of the Vendor, be postponed to such date as is reasonably required by the Vendor (in its sole and absolute discretion) to substantially complete the Unit in which case the Vendor will provide the Purchaser with notice in writing of the revised occupancy date, and the date so specified shall thereafter constitute the “**Closing Date**” hereunder. The Vendor shall not be liable for any damages whatsoever of any nature or kind due to a delay in the completion of the Unit or in the registration of the Condominium Plan(s). Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the Purchaser that in the event of a delay in the Closing Date as contemplated in this paragraph, the Vendor shall not be responsible or liable for reimbursing the Purchaser for any costs, expenses or damages suffered or incurred by the Purchaser as a result of such delay or damage and specifically but without limiting the generality of the foregoing, the Vendor shall not be responsible for any costs and expenses incurred by the Purchaser in obtaining alternate accommodation pending the completion of construction of the Unit or the rectification of the damage, nor for any costs incurred in having to store or move the Purchaser’s furniture or other belongings pending such completion or rectification work, nor for any additional mortgage financing costs due to a subsequent increase in the interest rate nor for any damages relating to the expiry of any mortgage commitment.

This page constitutes an “Occupancy Date Statement” pursuant to Section 12(1)(k) of the Act. The Purchaser’s initials set forth below confirm that the Purchaser has received the Occupancy Date Statement as of the date of this Agreement.

Purchaser's Initials _____

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Purchaser's Initials _____

- (c) If a new mortgage is contemplated in the Summary of Material Terms, the Purchaser obtaining approval for new financing on terms acceptable to the Purchaser, acting reasonably, on or before **Ten (10) days** following acceptance of this Agreement by the Vendor,

(collectively, the "**Purchaser's Conditions**").

It is the Purchaser's responsibility to notify the Vendor in writing if the Purchaser is NOT satisfied with the any of the Purchaser's Conditions. The Purchaser's Conditions are inserted for the exclusive benefit of the Purchaser and may be waived by the Purchaser at any time in whole or in part, on or prior to the time for satisfaction of the same. Each of the Purchaser's Conditions shall be deemed to HAVE been satisfied within the time limits set forth above, in the event the Purchaser has NOT delivered to the Vendor by the respective date on which such condition is to be satisfied, written notification from the Purchaser that such condition HAS NOT been satisfied or waived. Unless otherwise set out in this Agreement, in the event that any one or more of the Purchaser's Conditions is not waived or satisfied within the prescribed times, then this Agreement shall be terminated, whereupon the Deposit paid by the Purchaser shall be forthwith returned to the Purchaser without interest, and this Agreement shall thereupon be null and void, and of no further force or effect, and the Vendor shall not liable for any costs or damages (whether direct or indirect) suffered by the Purchaser as a result of or in connection with this Agreement or the termination thereof. Upon waiver by the Purchaser or satisfaction (or deemed satisfaction) of all of the Purchaser's Conditions, the Deposit shall be non-refundable, subject only to the Vendor's Conditions set forth below or as otherwise expressly stated herein.

3.2 Vendor's Conditions

The obligation of the Vendor to complete the sale of the Unit shall be subject to satisfaction or waiver of the following conditions on or before the dates set forth:

- (a) The Vendor obtaining all requisite permits, approvals and consents, including consent from the New Home Buyer Protection Office, and obtaining financing satisfactory to the Vendor in its sole discretion for construction of the Project, and receiving a sufficient number of firm sale agreements in the Vendor's sole discretion to enable it to proceed with construction of the Project, and being satisfied generally with the feasibility of the project in the Vendor's sole and absolute discretion, on or before **October 31, 2022**,

(the "**Vendor's Conditions**").

The Vendor's Conditions are inserted for the exclusive benefit of the Vendor and may be waived by the Vendor at any time in whole or in part, on or prior to the time for satisfaction of the same. Each of the Vendor's Conditions shall be deemed to have been satisfied within the time limits set forth above, in the event the Vendor has NOT delivered to the Purchaser by the respective date on which such condition is to be satisfied, written notification from the Vendor that such condition HAS NOT been satisfied or waived. Unless otherwise set out in this Agreement, in the event that any one or more of the Vendor's Conditions is not waived or satisfied within the prescribed times, then this Agreement shall be terminated, whereupon the Deposit paid by the Purchaser shall be forthwith returned to the Purchaser without interest, and this Agreement shall thereupon be null and void, and of no further force or effect, and the Vendor shall not liable for any costs or damages (whether direct or indirect) suffered by the Purchaser as a result of or in connection with this Agreement or the termination thereof. Upon waiver by the Vendor or satisfaction (or deemed satisfaction) of all of the Vendor's Conditions and waiver or satisfaction (or deemed satisfaction) of all of the Purchaser's Conditions, the Deposit shall be non-refundable except as otherwise expressly stated herein.

Article IV
DEPOSIT AND PURCHASE PRICE PAYMENT

- 4.1** The Purchaser agrees to pay the total amount of the Purchase Price, subject to adjustments described herein, together with all applicable GST thereon, by way of bank draft, wire or the Purchaser's Solicitors' certified trust cheque as follows:

Purchaser's Initials _____

- (a) The Purchaser will pay the Deposit (and specifically, each component thereof) to the Vendor's Solicitors, at the time(s) and in the amount(s) specified in the Summary of Material Terms, to be dealt with, and disposed of, as herein set forth and in accordance with the Act;
- (b) On the Closing Date, subject to Paragraph 8.6, the Purchaser shall pay the remainder of the Purchase Price as adjusted in accordance with Paragraph 6.1, plus GST (the "**Balance of the Purchase Price**"), to the Vendor's Solicitors.

- 4.2** All funds paid by the Purchaser to the Vendor hereunder (other than rents) shall be held in trust by the Vendor's Solicitors pursuant to Section 14 of the Act, and released accordingly. In this regard, the Vendor's Solicitors shall be the "**prescribed trustee**" as such term is defined in the Act. Interest earned on the Deposit or any other monies paid by the Purchaser hereunder shall be for the account of the Vendor and shall not be credited towards payment of the Purchase Price.
- 4.3** If the Purchaser fails to complete its purchase and other obligations contemplated hereunder, the Deposit shall be forfeited to the Vendor on account of damages incurred by the Vendor and not as a penalty and not in substitution or election of any other right or remedy the Vendor may have including, without limitation, the right to claim against the Purchaser for further damages and costs (including legal costs on a solicitor and his own client full indemnity basis).
- 4.4** The Purchaser agrees that all monies payable by the Purchaser to the Vendor hereunder shall be paid when due without any deduction, set-off or holdback whatsoever, and shall be paid by way of bank draft or the Purchaser's Solicitors' certified trust cheque.
- 4.5** In the event that the Purchaser does not pay to the Vendor any amount on the date for payment specified herein, and if the Vendor agrees to accept late payment of such amount, such amount shall bear interest at **Nine (9%) percent per annum above the ATB Financial bank prime rate** from the original date required for payment until the Vendor has received such amount plus interest; provided that this Paragraph 4.5 shall not obligate the Vendor to accept such late payment or prevent the Vendor from exercising any of its remedies hereunder.
- 4.6** In addition to the Purchase Price, the following fees will be charged by the Vendor and payable by the Purchaser in the manner and at the time(s) noted below:

| ITEM | FEE (plus GST) | WHEN PAYABLE |
|--|---|--|
| For each payment due hereunder which is dishonoured by the Purchaser's financial institution | \$500.00 | Immediately upon occurrence and to be added to any replacement payment provided |
| For late payment of any amount due hereunder | Interest as per Section 4.5 above | Immediately upon occurrence and to be added to closing payment |
| For each deposit confirmation letter sent to the Purchaser by the Vendor's Solicitor | \$75.00 | Immediately upon delivery by the Vendor's solicitor and to be added to closing payment |
| For each assignment of this Agreement | As per Section 7.1 below | Immediately upon assignment |
| For any requested changes or amendments to this Agreement or the specifications of the Unit | \$1,000.00 plus any legal fees incurred by the Vendor | Immediately upon requesting changes to be made |
| Warranty Program enrolment fee | As charged to the Vendor by the Program | Immediately and to be added to closing payment |

Purchaser's Initials _____

Article V
TITLE

5.1 The Purchaser agrees to accept title to the Unit subject to:

- (a) all encumbrances and obligations that are implied by law;
 - (b) all non-financial obligations, restrictions, easements, encroachment agreements, utility rights of way, party wall agreements, conditions or covenants that run with the Unit;
 - (c) reservations and exceptions appearing on the existing certificate of title for the Lands and/or the Unit;
 - (d) all rights, licenses and easements now registered or to be registered hereafter for the supply and installation of telephone services, electricity, gas, sewer, water, television and/or cable facilities and such other services to or for the benefit of the Unit, the Project and Subsequent Phases or any adjacent or neighbouring properties, including, without limitation, easements, rights of way and/or agreements for access, service, support, or amenities for the Project and Subsequent Phases or adjacent or neighbouring property owner(s);
 - (e) all agreements, restrictions, encumbrances and registrations required by any Governmental Authority;
 - (f) any development requirements which shall include all subdivision or other agreements, architectural controls, development completion agreements, agreements relating to the strata subdivision of commercial space within the Project (if applicable), covenants and restrictions, easements, licenses and rights required or imposed by the Vendor, municipality or other affecting authorities including, among others, utilities and transit authorities;
 - (g) the terms and conditions, and all easements and restrictions, contained in the registered Condominium Documents and the easements implied by the Act; and
 - (h) any homeowners' association encumbrance (if applicable),
- (herein collectively referred to as the "**Permitted Encumbrances**").

The Purchaser agrees to observe and comply with the terms and provisions of all such instruments, restrictions and covenants registered on title to the Unit, including but not limited to all development requirements imposed by any municipality, developer or Governmental Authority having jurisdiction, provided there does not exist default under any of the foregoing and provided that the Purchaser's use of the Unit for residential purposes is permitted. The Purchaser agrees that the Vendor shall not be obligated on closing, or thereafter, to obtain or register releases of any development requirements provided the same have been complied with as of the Closing Date. Title may also be subject to easements for access, maintenance or encroachment required for adjoining and other properties and to the encroachments permitted thereby.

5.2 The Purchaser agrees to accept title to the Unit subject to the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents provided to the Purchaser as part of the Disclosure Package when entering into this Agreement, and the Purchaser hereby acknowledges and agrees that in the event there is an amendment to any of them, the Purchaser's only remedies shall be those provided by the Act, if any, notwithstanding any rule of law or equity to the contrary.

5.3 The Purchaser acknowledges that the Vendor has placed or may be placing a blanket mortgage or mortgages against the Lands to finance the construction of the Project (the "**Construction Mortgage**") and shall be entitled to receive any and all proceeds of advances made under the Construction Mortgage. The Purchaser agrees to accept title on the Closing Date subject to one or more mortgages registered against the Unit, provided that the Vendor's Solicitors undertake to obtain and register a partial discharge of the said mortgages (insofar as same affect or pertain to the Unit) within a reasonable time after the Closing Date (as determined in the sole discretion of the Vendor's Solicitors). The Purchaser agrees that the Vendor may use a portion or all of the Purchase Price to obtain a partial discharge of the Construction Mortgage as it relates to the Unit.

Purchaser's Initials _____

- 5.4** The Purchaser agrees that this Agreement shall be subordinated to and postponed to the Construction Mortgage and to any and all advances made thereunder from time to time, and to any easements or agreements referred to herein to which title may be subject, and to all of the Condominium Documents. The Purchaser agrees to promptly execute all necessary documents and assurances to give effect to the foregoing as required by the Vendor.
- 5.5** The Purchaser shall not register, or cause to be registered, this Agreement on title to the Unit nor any notice thereof, nor any caveat with respect thereto, nor any certificate of pending litigation or other similar court process, and any registration thereof in contravention of this clause shall constitute a fundamental breach of this Agreement entitling the Vendor to immediately terminate this Agreement and all Deposits paid shall be forfeited by the Purchaser in addition to any other rights, remedies and powers the Vendor may have in law or in equity or as is herein set out. The Purchaser acknowledges that registration of a caveat or other instrument respecting this Agreement may affect the Vendor's construction mortgage advances, and transfers or mortgage advances on other Units and the Purchaser therefore covenants that it will not register such caveat or instrument against the title to all or any portion of the land comprising the Unit, the Project, the common areas or other units. In the event the Purchaser breaches the covenant contained herein, the Purchaser shall pay all damages, costs and expenses incurred or suffered by the Vendor as a result of such breach, including legal costs on a solicitor and his own client basis.
- 5.6** The Purchaser is aware that upon registration of the Condominium Plan the Condominium Corporation will be or was, as the case may be, established to operate and maintain the common elements and managed property of the Project. The Purchaser agrees to observe and perform the terms and conditions of the Act, the By-Laws and the regulations of the Condominium Corporation. The Vendor agrees to register substitutional or replacement By-Laws which shall be in substantially the same form as in the Disclosure Package.
- 5.7** The Vendor will establish an interim board of directors for the Condominium Corporation, in accordance with Section 10.1 of the Act, which interim board of directors shall consist of members appointed by the Vendor. Thereafter, the Vendor will convene a meeting of the Condominium Corporation to elect a board of directors consisting of owners of units in accordance with Section 29 of the Act.
- 5.8** The Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes to the Disclosure Package provided that the changes will not materially alter or affect the value or use of the Unit or the common property (as determined by the Vendor acting reasonably).
- 5.9** The Purchaser acknowledges awareness of a unit owner's duties and obligations under the Act and the By-Laws, and the Purchaser understands that, upon registration of the Condominium Plan, the Condominium Corporation will be created and title will transfer into the name of the Purchaser, and the Purchaser will be a member of the Condominium Corporation, subject to all the benefits and obligations inherent in such membership, and the Purchaser shall be subject to and bound by the Condominium Documents. The Purchaser acknowledges that it is solely responsible for familiarizing itself with the By-Laws and all other documents in the Disclosure Package and the Purchaser shall not rely on any representation or warranty by the Vendor or its marketing agents in respect of same. The Purchaser has been afforded the opportunity to consult with legal counsel prior to the expiry of any rescission period.
- 5.10** The Purchaser acknowledges and agrees that (i) the Unit number and/or municipal address may be subject to change; and (ii) the Unit Factor has been determined on the basis of anticipated unit maintenance costs and/or unit areas and may be subject to change upon final approval of plans by the City of Calgary.
- 5.11** Minor adjustments may be made to the Unit Factor for the Unit as may be necessary to make the unit factors for all of the Units total 10,000 as required by law. The Purchaser agrees that the actual Unit Factor will be determined from the Condominium Plan filed at the Land Titles Office.
- 5.12** If a Storage Unit and/or Parking Unit is indicated in the Summary of Material Terms to be included in this purchase transaction, then notwithstanding any communications, marketing or promotional materials, brochures or parking/storage plans provided by the Vendor or otherwise received by the Purchaser, the Vendor shall have

Purchaser's Initials _____

the sole and absolute discretion to determine and designate which Storage Unit and/or Parking Unit shall be conveyed to the Purchaser on Closing.

Article VI
ADJUSTMENTS

6.1 All taxes, interest and other adjustments shall be adjusted between the Vendor and the Purchaser as at the Closing Date and the Purchaser shall have possession of the Unit on the Closing Date PROVIDED the Purchaser has paid all the amounts owing to the Vendor hereunder. If the adjustments cannot be accurately determined at the Closing Date the Vendor shall have the right to estimate the adjustments to be made and closing shall take place in accordance with the estimated adjustments and there shall be an adjustment at such later date when all of the items to be adjusted can be accurately determined.

Adjustments hereunder shall take into account all prepaid and accrued expenses relating to the Unit which, without limiting the generality of the foregoing, include the following:

- (a) assessments prepaid or owing for common expenses and administrative expenses pursuant to Section 39 of the Act;
- (b) realty taxes, school taxes and local improvement charges (the “**Taxes**”), including supplementary assessments, on the Unit, and if Taxes are owing for the period when the Project was assessed and taxed as one project, not as individual Units, then the adjustment of Taxes shall be calculated attributing the portion of the Taxes owing on the total project by applying the Unit Factor to such total expenses;
- (c) any other prepaid or current expenses for utilities such as gas, electricity or other utilities not included in the common expenses which shall be adjusted by attributing to the Unit its Unit Factor share;
- (d) any unpaid Change Orders (as defined below) pursuant to paragraph 13.4;
- (e) the Unit’s share of insurance cost carried by the Vendor determined by the Unit Factor; and
- (f) the Occupancy Fee, if applicable.

6.2 Interest earned on monies held in trust pursuant to this Agreement shall be applied as described in the Act. Notwithstanding the foregoing, the Vendor is NOT required to invest any monies.

6.3 For the purposes of the adjustments referred to in Paragraph 6.1, real property taxes and local improvement assessments, if any, shall be adjusted as if the Unit had been fully completed and separately assessed (including any supplementary assessment with respect thereto), notwithstanding that the same may not have been levied, assessed and/or paid by the time required for such adjustment.

Article VII
ASSIGNMENT

7.1 The Purchaser shall be permitted to assign the Unit in accordance with this paragraph. The Purchaser specifically agrees that it shall not be entitled to directly or indirectly, sell, transfer or assign the Unit by way of assignment of this Agreement or otherwise prior to completion of the transactions contemplated hereunder, without prior consent of the Vendor which consent may be arbitrarily withheld by the Vendor in its sole discretion until such time as the Vendor has sold all (being 100%) of the units in the Project, and thereafter shall not be arbitrarily withheld. Any such assignment or transfer, purported transfer or assignment of the Unit or this Agreement without the consent of the Vendor is void and such action constitutes a fundamental breach of this Agreement entitling the Vendor to forthwith terminate the Agreement in which event the Purchaser agrees to forfeit any previously paid Deposit payments and other amounts paid to the Vendor on account of damages incurred by the

Purchaser's Initials _____

Vendor and not as a penalty and not in substitution or election of any other right or remedy the Vendor may have including, without limitation, the right to claim against the Purchaser for further damages and costs (including legal costs on a solicitor and his own client full indemnity basis). Without limitation to the foregoing, if this Agreement is assigned by the Purchaser at any time, the Purchaser shall provide the Vendor with a duly executed assignment agreement in form and substance satisfactory to the Vendor, together with payment of \$1,000.00 plus GST as an administrative fee for the Vendor's administrative and other costs associated with such assignment and in consideration of the Vendor agreeing to convey title to the Unit to a person other than the Purchaser, plus an amount equal to any legal costs incurred by the Vendor in connection with such assignment. Notwithstanding any assignment hereunder, the Purchaser shall remain liable for, and shall not be relieved of, any and all obligations of the Purchaser pursuant to this Agreement.

Article VIII

POSSESSION, CLOSING AND CONVEYANCING

- 8.1** On the Closing Date title to the Unit, if available for conveyance, shall be transferred to the Purchaser; provided that if title is not then available for transfer to the Purchaser for any reason whatsoever or if the Vendor has not delivered the transfer of land to the solicitor for the Purchaser within a reasonable time (in the sole opinion of the Vendor's Solicitors) to obtain registration of the transfer of land by the Closing Date, the Vendor shall receive and retain all monies received from the Purchaser in trust pursuant to Section 14 of the Act, and closing for the purposes of conveyance of title shall occur within a reasonable period of time following the date on which a registerable transfer of title is delivered to the Purchaser's Solicitors. Vacant possession of the Unit shall be given at noon on the Closing Date and the Purchaser shall be required to take possession of the Unit on the closing Date, subject to the terms hereof being complied with.
- 8.2** If, on the Closing Date, the title to the Unit is not available for transfer to the Purchaser for any reason whatsoever or if the Vendor has not delivered the transfer of land to the solicitor for the Purchaser within a reasonable time (in the sole opinion of the Vendor's Solicitors) to obtain registration of the transfer of land by the Closing Date, the Purchaser shall take possession of the Unit upon the Purchaser executing and delivering to the Vendor, the Vendor's form of interim occupancy agreement (the "**Interim Occupancy Agreement**") and upon paying the difference between the balance due on closing and the anticipated proceeds of the Purchaser's mortgage financing to the Vendor's Solicitors to be held in trust until such time as title issues into the name of the Purchaser. Terms and conditions of the Interim Occupancy Agreement include, without limitation:
- (a) the Purchaser shall occupy the Unit as the licensee of the Vendor at a license fee (the "**Interim Occupancy License Fee**") equal to the interest earned (if any) on the portion of the cash to close held in trust from the Closing Date to the date funds are released to the Vendor plus the monthly interest cost that would have been payable to the mortgagee for the Purchaser's mortgage financing, from the Closing Date to the date that the Purchaser has paid all sums required to be paid hereunder (the "**Interim Occupancy License Period**"), payable in advance on or before the date that the Purchaser is required to take possession of the Unit, with such fee to be pro-rated for any partial month of occupancy. The Purchaser will provide its financing documentation to the Vendor's Solicitors, upon request, to allow for calculation of the Interim Occupancy License Fee. Any Interim Occupancy License Fee paid by the Purchaser herein shall not be held in trust by the Vendor and shall not be credited towards the Purchase Price.
 - (b) the Purchaser shall pay the Occupancy Fee to the Vendor or the condominium contribution to the condominium corporation, as applicable;
 - (c) the Purchaser shall pay to the applicable authority, or to the Vendor, such amounts as may be charged, levied or assigned to the Unit for all utilities including sewer, gas, telephone, water, power and cable television;
 - (d) the Purchaser shall and does hereby indemnify and save harmless the Vendor of, from and against all suits, claims, actions, losses, costs, expenses and damages of any kind to which the Vendor shall become liable or a party by reason of the negligent use, misuse, or occupation of the Unit or the

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common property by the Purchaser, their family, invitees, licensees, agents or any person for whom the Purchaser is responsible in law;

- (e) the Purchaser's right to possession of the Unit on Closing shall be subject to the Vendor's right to enter and occupy the Unit for the sole purpose of completing construction of either or both the common property and the Unit, or for such other reasonable inspections or other purposes as are required in the sole discretion of the Vendor;
- (f) the Purchaser shall be responsible for the cost of repairing any damage that may occur to the Unit as a result of the occupancy of same by the Purchaser;
- (g) the Purchaser acknowledges that the Purchaser's use and license of the Unit and the common areas of the project shall be subject to the Rules & Regulations set out in the By-Laws (proposed or registered, as the case may be) of the Condominium Corporation or set out by the Vendor, any other agreements that may relate to the strata subdivision of commercial space within the project, if applicable, or set out by the Vendor;
- (h) the Purchaser shall keep and maintain the Unit in a state of good and substantial repair and in a neat and clean condition throughout the Interim Occupancy License Period, normal wear and tear excepted;
- (i) the Purchaser shall immediately vacate the Unit and remove therefrom all of the Purchaser's goods and chattels upon notice to that effect from the Vendor if, for whatever reason, the transaction of sale and purchase of the Unit is not completed;
- (j) the Purchaser shall not sub-let the Unit nor permit the use or occupation of the Unit by others without the written consent of the Vendor;
- (k) the Purchaser shall take out and maintain throughout the Interim Occupancy Period a condominium unit owner's policy of insurance including, without limitation, coverage for liability, contents and deductibles;
- (l) the Purchaser acknowledges that the funds held by the Vendor's Solicitors do not represent a "security deposit" as that term is used in the Act. The Vendor shall be entitled to deduct such monthly rent from funds held in trust herein; and
- (m) the Purchaser's failure to fulfil its obligations under this Paragraph 8.2 shall constitute default under this Agreement and, without limiting any other remedies available to it, either under this Agreement or in law, the Vendor shall be entitled to terminate this Agreement in accordance with the terms hereof.

8.3 Subject to Paragraph 8.1 above, the transfer of land shall be prepared at the expense of the Vendor, and executed and delivered to the solicitor for the Purchaser within a reasonable time prior to Closing Date, together with such other documents as are customary for similar transactions in the Province of Alberta (in the sole opinion of the Vendor's Solicitors) or required to give effect to this Agreement (in the sole opinion of the Vendor's Solicitors) (collectively, the "**Closing Documents**"), upon reasonable trust conditions (in the sole opinion of the Vendor's Solicitors) to allow for the completion of the transaction contemplated hereunder. However, that if title to the Unit is not available for conveyance on the Closing Date for any reason whatsoever or if the Vendor has not delivered the transfer of land to the solicitor for the Purchaser within a reasonable time (in the sole opinion of the Vendor's Solicitors) to obtain registration of the transfer of land by the Closing Date, then the transfer of land shall be delivered to the solicitor for the Purchaser once available (in the sole discretion of the Vendor) and the Purchaser shall be given a reasonable period of time (in the sole opinion of the Vendor's Solicitors) to obtain registration of the transfer of land, and in such event, for certainty, the Purchaser shall be required to pay the Interim Occupancy License Fee from the Closing Date to the date that the Purchaser has paid all sums required to be paid hereunder. The Purchaser shall pay the expense of registration of the transfer of land.

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- 8.4** Following receipt of the Closing Documents pursuant to the Paragraph 8.3 above, the Purchaser shall cause the Purchaser's Solicitors to immediately take steps to carry out and complete any necessary documents and registration at the Land Titles Office of the transfer of land, such that the same is complete on or prior to the Closing Date and the purchase price can be unconditionally released to the Vendor on the Closing Date, or such other date as specified by the Vendor's Solicitors in the event that title for the Unit is not available on the Closing Date.
- 8.5** Subject to Paragraph 8.1 above, the Purchaser shall pay the entire balance of funds owing hereunder to the Vendor's Solicitors or as the Vendor may direct on or before noon on the Closing Date by way of bank draft or the Purchaser's Solicitors' certified trust cheque. The Purchaser shall not be entitled to deduct any holdbacks, set-offs, lien holdbacks or any other amounts from the amounts owed.
- 8.6** Concurrent with the payment of the Balance of the Purchase Price, the Purchaser shall pay to the Vendor or the Vendor's Solicitors, as may be directed by the Vendor, the GST applicable to this purchase and sale transaction. However, at the Vendor's sole option, the Purchaser agrees to provide the Vendor with an application for and to assign to the Vendor the GST rebate to be paid under s.254(4) of the *Excise Tax Act* (Canada), or any section passed in substitution thereof, in the prescribed form and containing the prescribed information, if applicable. Provided that if the Purchaser shall not be occupying the Unit or shall in any manner be ineligible or disqualified from receiving a rebate for GST payable, the Purchaser shall be responsible for such rebate in addition to the Purchase Price and shall pay same to the Vendor upon demand. The GST rebate stated in the Summary of Material Terms is an estimate only and is subject to final determination on the Closing Date. The GST rebate is also subject to adjustment for extras, deletions and substitutions. In the event that the GST rebate as finally determined differs from the GST rebate amount stated in the Summary of Material Terms, the Purchase Price shall be adjusted accordingly.
- 8.7** The Unit shall be at the risk of the Vendor until title is conveyed to the Purchaser or the Purchaser takes possession of the Unit, whichever occurs first, and in the event of substantial or total loss or damage to the Unit (as determined by the Vendor in its sole discretion) occurring before such time by reason of crime, vandalism, fire, lightning, tempest, earthquake, flood, riot, civil commotion, insurrection, or other acts of God, the Vendor may, at its option, cancel this Agreement within thirty (30) days of the date of the said loss or damage and thereupon the Purchaser shall be entitled to the return of any monies paid as deposits hereunder without interest and the Vendor shall have no further liability hereunder. In the event the damage is not substantial or total (as determined by the Vendor in its sole discretion), the Vendor agrees to restore and complete the Unit and any Occupancy Fee and Interim Occupancy License Fee otherwise payable by the Purchaser shall, to the extent the Purchaser's occupation of the Unit is interrupted, be abated. All proceeds of any insurance policies in force shall belong to the Vendor and the Purchaser shall have no interest therein or thereto. The Vendor shall not be liable for any damages whatsoever of any nature or kind due to a delay in the completion of the Unit or in the registration of the Condominium Plan(s).
- 8.8** Mortgage application and inspection fees, mortgage appraisal fees and mortgage insurance premiums (if any) shall, in any event, be the sole responsibility of the Purchaser.
- 8.9** The Purchaser acknowledges and agrees that the Vendor shall not be responsible for or held liable for:
- (a) any changes in or loss of interest rate on any mortgage (new or otherwise) which the Purchaser may obtain from time to time;
 - (b) any change in or loss of commitment by any lender to provide to the Purchaser mortgage financing;
or

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(c) any change in or loss of the Purchaser’s ability to qualify for any mortgage financing;

for whatever reason or however caused including, without limitation, a delay in closing.

8.10 If, at the Closing Date, there remains unadvanced a portion of the funds to be advanced under the Purchaser’s mortgage, the Purchaser shall execute such documentation as required by the Vendor to secure payment to the Vendor of such unadvanced funds; provided that if the funds are not advanced for any reason whatsoever other than the fault of the Vendor, the Vendor shall be at liberty to refuse to close the transaction for reason of default on the part of the Purchaser, and if the Vendor so elects not to close the transaction the Purchaser shall be deemed to be in default of its obligations hereunder, this Agreement shall be terminated and of no further force and effect on the basis of the Purchaser’s breach, and the Vendor shall retain any deposits paid hereunder without limiting the Vendor’s rights and remedies against the Purchaser for its breach.

8.11 The Purchaser hereby agrees that failure to complete other Units, or the common property, before the Closing Date for the Unit shall not be deemed to be a failure to complete the Unit so as to be reasonably suitable for occupation by the Purchaser.

8.12 The Purchaser covenants to take possession of the Unit on the Closing Date provided the interior thereof is substantially completed notwithstanding that all exterior work on the Unit, common areas, Project or building, the interior or exterior parking areas (including titled parking spaces, if any), the storage spaces, if any, and the landscaping, common light standards or poles, any perimeter fencing and the internal roadway system may not at such time be fully completed. The Vendor agrees to complete any outstanding work related to the Unit and the common areas within a reasonable time (taking into account seasonal factors) after the Closing Date.

8.13 The taking of possession of the Unit by the Purchaser shall conclusively establish that the Unit has been completed in accordance with this Agreement, except as to such deficiencies as are properly noted on the Certificate of Possession/Completion Certificate.

8.14 If a new mortgage is contemplated above, the Purchaser shall deliver a copy of the Purchaser’s mortgage commitment letter to the Vendor, from time to time, within two (2) days of the Vendor requesting same.

Article IX

VENDOR’S REPRESENTATIONS AND WARRANTIES

9.1 The Vendor represents and warrants to the Purchaser that:

- (a) It is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
- (b) It is not the agent or trustee for anyone with an interest in this property who is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

Article X

PURCHASER'S REPRESENTATIONS AND WARRANTIES

10.1 The Purchaser (and each and every one of them) represents, warrants, covenants, acknowledges and agrees that:

- (a) the Purchaser’s use and occupation of the Unit shall be subject to the By-Laws and such other rules and regulations enacted by the Condominium Corporation from time to time;
- (b) the Purchaser shall be responsible for assessments made from time to time by the Condominium Corporation in respect of the operation and maintenance of the common and managed property;
- (c) the Unit and the Condominium Corporation are subject to the provisions of the Act;

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- (d) the Purchaser shall, upon completion of the purchase of the Unit, be subject to a Management Agreement;
- (e) the Purchaser hereby authorizes its solicitor to act as its agent for the purpose of receiving from the Vendor or its solicitor all documents and the receipt thereof by the Purchaser’s solicitor shall be a good discharge therefor;
- (f) the Purchaser shall take title to the Unit in compliance with the names on the Purchase Contract and in such names as shall be designated to the Vendor’s Solicitors no later than twenty five (25) business days before the Closing Date;
- (g) in the event that the Unit contains any valves, water metres or similar items which are for the benefit of other Units in the Project or the common property, the Vendor and/or the Condominium Corporation may require routine access to the Unit for tests required by governmental bodies having jurisdiction (as an example only and without limitation, for cross-connection tests) and the Purchaser shall provide such access when required and such obligation shall not impact the Purchase Price;
- (h) until such time as construction of the Project is fully completed in the sole discretion of the Vendor, the Purchaser shall allow the Vendor access to the Unit as and when required by the Vendor upon reasonable notice;
- (i) if so indicated in the Summary of Material Terms, the Unit is to be used as a primary place of residence by the Purchaser or a relation of the Purchaser and the Purchaser therefore qualifies for a rebate under the *Excise Tax Act* of Canada and the Purchaser will execute the prescribed rebate form provided by the Vendor before possession of the Unit is granted to the Purchaser, alternatively, if this representation by the Purchaser is untrue (or the contrary is indicated in the Summary of Material Terms) then the Purchaser shall pay the full 5% GST to the Vendor;
- (j) the Purchaser’s use and occupation of the Unit may be subject to an easements, covenants and restrictions agreement, or other similar agreement in relation to the strata subdivision of commercial space within the Project, if applicable; and
- (k) all covenants, warranties and representations of the Purchaser herein are for the sole benefit of the Vendor and shall survive the Closing and any registration of all transfers of land and bills of sale hereunder.

Article XI
MANAGEMENT

11.1 The Purchaser acknowledges the Vendor has engaged or may be engaging on behalf of the Condominium Corporation, a professional manager for the Condominium Corporation upon such terms and conditions as the Vendor, in its absolute discretion, deems advisable. The Purchaser acknowledges that all fees and payments of expenses to be made under the Management Agreement shall be included in common expenses. The Purchaser further authorizes the Vendor to engage, on behalf of the Condominium Corporation, any employees or contractors for the management of the Project, and acknowledges that the costs for such employees or contractors shall be included in common expenses of the Condominium Corporation.

Article XII
NOTICE

12.1 Any notice or document required or desired to be given to the Purchaser shall be deemed to have been sufficiently given if same is in writing and either personally delivered, sent by mail, faxed, or e-mailed to the Purchaser or to the Purchaser's Solicitors at the addresses noted in the Summary of the Parties, and any such document or notice shall be deemed to have been given on the date of personal delivery, the third business day after sending by mail,

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or on the day of faxing or e-mailing, as the case may be. Any document or notice desired or required to be given to the Vendor shall be deemed to have been sufficiently given if same is in writing and personally delivered to an officer of the Vendor at the address noted in the Summary of the Parties (or at such other address as the Vendor may designate from time to time upon notice being given to the Purchaser or the Purchaser's Solicitors as hereinbefore provided) and any such document or notice shall be deemed to have been given on the date of such personal delivery.

Article XIII
CONSTRUCTION MATTERS

- 13.1 The Vendor shall be at liberty, without notice to the Purchaser, to modify specifications and materials in construction to permit the timely completion of the Project and/or the Unit (including where the materials are no longer available locally or at a reasonable cost in the opinion of the Vendor) or to comply with municipal requirements or the requirements of any regulatory body, provided that the replacement materials are of similar or better quality and that such modifications will not materially change the finishes or materially reduce the size of the Unit, all in the opinion of the Vendor. Either the exterior or interior of any building or unit in the Project may be varied from any show suite or promotional materials, provided that any such variations are within the applicable municipal authority approvals for the Project and the Purchaser shall not be entitled to any compensation for such variances.

- 13.2 The Vendor may be required to alter the plans or specifications of the Unit to include or modify items as required to comply with any development permit or building permit, Alberta Building Code, or which are required in the sole discretion of the Vendor for the benefit of the Project or the common property, such as (by way of example only and without limitation) changing the location and size of the Parking Units or Storage Units, or the addition or movement of piping, valves, water metres or other like items and same shall not give the Purchaser reason to terminate this Agreement nor entitle the Purchaser to any compensation.

- 13.3 Unit sizes described in the Disclosure Package, including suite floor plans, are approximate and subject to variance. The surveyor may use a different method of measurement for the Condominium Plan. Municipal tax authorities, realtors, architects and others may also use a different method of determining the size of the Unit. The estimated Unit Factors and square footage of the purchased Unit may change upon actual measurement by the surveyor or upon completion of construction or upon completion of registration of the Condominium Plan. The Purchaser hereby acknowledges, confirms and agrees that (i) it is NOT purchasing the Unit on the basis of square footage, nor is the Purchase Price based on square footage of the Unit, (ii) the Purchaser is in no way relying on any statements, materials or other information received from any source whatsoever (including, without limitation, from the Vendor) relating to the size or square footage of the Unit in entering into or completing the transactions contemplated hereunder, and (iii) the Vendor shall be entitled to rely on this paragraph and plead this paragraph as an absolute defence and estoppel against any claim whatsoever made by the Purchaser in relation, directly or indirectly, to the square footage or size of the Unit.

- 13.4 The Vendor need not make any modifications or supply any extras to the Unit unless mutually agreed in writing, and the Purchaser will enter into a separate contract, change order or addendum (collectively, the “**Change Order**”) for the said modifications and/or extras with the Vendor, and thereafter, such Change Order shall form a part of this Agreement. The Purchaser shall pay for any such modifications and/or extras plus any applicable GST at the time of executing the Change Order, unless otherwise agreed to in writing by the Vendor. All amounts payable pursuant to a Change Order shall be in addition to the Purchase Price and, if not paid at the time of executing the Change Order, shall be paid in accordance with the terms hereof as applicable to the payment of the Purchase Price and shall be included in the definition of the Purchase Price hereunder for such purpose. Notwithstanding anything to the contrary herein contained, the Vendor shall not be required to complete any Change Order where payment has not been made in accordance with the foregoing, where a written Change Order has not been executed by each of the Purchaser and the Vendor, or where the relevant materials have not

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been selected and ordered at least two (2) weeks in advance of the required installation date as determined by the Vendor's construction schedule, in the sole discretion of the Vendor.

13.5 The Purchaser shall complete the selection of all finishing options (as applicable) in a timely and expeditious manner and in any event within a reasonable time as required by the Vendor. If the Purchaser does not complete the selection of any finishing option within five (5) days of being requested to do so by the Vendor, then the Vendor may in its sole and absolute discretion elect to (i) extend the Closing Date for such period of time as the Vendor determines is required in its sole discretion due to the Purchaser's delay, (ii) make such selections on behalf of the Purchaser and in such case all such selections made by the Vendor on behalf of the Purchaser shall be deemed to be the Purchaser's selections and shall be binding on the Purchaser as if the Purchaser had made such selections, or (iii) cancel and terminate this Agreement in which case any and all deposits and other funds paid by the Purchaser to the Vendor shall be absolutely forfeited by the Purchaser without in any way restricting the Vendor from pursuing any claim or other action of any nature to which it may be entitled at law against the Purchaser.

13.6 If selected materials and components for the Unit are not available within reasonable time limits of the Vendor's construction schedule then, upon being notified of same by the Vendor, the Purchaser shall make an alternate selection from other materials and components offered by the Vendor. If the Purchaser does not complete the alternate selection of any finishing option within five (5) days of being requested to do so by the Vendor, then the Vendor may in its sole and absolute discretion elect to (i) extend the Closing Date for such period of time as the Vendor determines is required in its sole discretion due to the Purchaser's delay, (ii) make such alternate selections on behalf of the Purchaser and in such case all such alternate selections made by the Vendor on behalf of the Purchaser shall be deemed to be the Purchaser's alternate selections and shall be binding on the Purchaser as if the Purchaser had made such alternate selections, or (iii) cancel and terminate this Agreement in which case any and all deposits and other funds paid by the Purchaser to the Vendor shall be absolutely forfeited by the Purchaser without in any way restricting the Vendor from pursuing any claim or other action of any nature to which it may be entitled at law against the Purchaser.

13.7 The Vendor shall have the right from time to time to modify the Project and the Disclosure Package hereto in accordance with requirements of any regulatory body or mortgagee or as required by the amendment of the Act or the regulations thereunder or in order to accommodate the requirements of other Unit purchasers or to accommodate requests by the Condominium Corporation. Changes to the actual size and layout of the Units may affect the Unit Factors of the Units and therefore the condominium contributions. The Vendor shall have the right in its sole discretion to sell any unit in the Project as it sees fit including the right to change the pricing structure of units within the Project, the right to sell more than one unit to a single purchaser, the right to sell units to a purchaser for any purpose in the Vendor's sole discretion, and the right to retain Units as an owner (in which case the Vendor will be subject to all requirements of a unit owner with respect to the Units so retained). The Vendor may also modify the location and size of roadways, walkways, fences, parking areas, Parking Units and Storage Units, and the interior finishing of the common property and exterior finishing of the buildings and the landscaping provided that no modification or decision made in accordance with this paragraph shall:

- (a) increase the cost of the Unit;
- (b) reduce the common elements available to the Purchaser to a substantial degree; or
- (c) impair or modify any of the warranties or other obligations of the Vendor;

and any such changes to the Project or the Disclosure Package shall not give the Purchaser any claim against the Vendor whatsoever, provided further that any such changes which might give the Purchaser the right at law to rescind the Agreement or claim damages shall only allow the Purchaser to rescind the Agreement and receive a refund of the deposit or other monies paid by the Purchaser (except occupancy compensation or rent) without interest and the Purchaser will have no claim for consequential or any damages.

13.8 The Vendor may extend, modify or re-divide the Condominium Plan(s) for the Project to provide for smaller or larger Units and the Purchaser will agree to resolutions of the Condominium Corporation approving same, or for

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application to the Court for that purpose or any other steps or proceedings that the Vendor may require, in its absolute discretion.

- 13.9 The Purchaser understands that the construction site is hazardous. The Purchaser shall have no right of access to the Unit until possession is provided by the Vendor, and if the Purchaser shall enter the Unit or the Project prior to possession, the Purchaser shall do so at the Purchaser's sole risk, and the Purchaser shall indemnify the Vendor from and against any and all loss, injury, damages, claims and costs occasioned to the Project or Vendor in consequence of such entry (including without limitation where arising through injury or loss to a guest or invitee of the Purchaser). In the event that the Purchaser should breach the provisions of this paragraph, the Vendor shall have the option of declaring this Agreement null and void where upon the rights and interest created or then existing in favour of the Purchaser or derived under the provisions of this Agreement shall cease and terminate and the Purchaser shall have no right to reclaim any monies paid with respect to this Agreement, and the same shall be retained by the Vendor, without limitation to any other remedies the Vendor may have at law or pursuant to this Agreement.
- 13.10 The Purchaser agrees to meet a representative of the Vendor prior to or on the Closing Date to inspect the Unit and complete and sign the Certificate of Possession/Completion Certificate which shall conclusively establish that construction of the Unit has been completed to the satisfaction of the Purchaser (save for the deficiencies noted on the Certificate of Possession/Completion Certificate) and possession of the Unit is accepted by the Purchaser. Under no circumstances will possession be given to the Purchaser unless and until the Certificate of Possession/Completion Certificate is completed, signed and delivered by the Purchaser to the Vendor. The Purchaser agrees that the Unit inspection is to be conducted jointly with the Purchaser (no other person or persons in replacement of or in addition to the Purchaser to attend such inspection unless agreed to in writing by the Vendor) and the field superintendent or other duly authorized representative of the Vendor. If the Purchaser does not attend the inspection pursuant to the Inspection Notice or refuses to sign the Certificate of Possession/Completion Certificate, the Vendor may at its option, be appointed attorney for the Purchaser and execute the Certificate of Possession/Completion Certificate and any other documents required by the Vendor with respect to inspection and possession on behalf of the Purchaser and in the Purchaser's name.
- 13.11 The Purchaser agrees that the incomplete and/or deficient items which are set out in the Certificate of Possession/Completion Certificate represent the entire balance of the work to be completed by the Vendor with respect to the Unit, and the Purchaser agrees that no further request for completion of items shall be made by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard.
- 13.12 The Vendor shall complete the common property as shown on the Condominium Plan as soon as reasonably practical, but the failure of the Vendor, on or before the Closing Date,
 - (a) to complete such common property, or
 - (b) to complete the interior of the Unit beyond the minimum standards required by the Governmental Authority in order to permit occupancy thereof,
 shall not entitle the Purchaser to refuse to take possession of the Unit on the Closing Date and to pay the full Balance of the Purchase Price on or before the Closing Date, without any holdback, and/or to complete the within transaction on the Closing Date.
- 13.13 The Purchaser acknowledges and agrees that the filing of Project Architect's certificate(s) with the Governmental Authority, or the issuance by the Governmental Authority of an occupancy certificate or such other confirmation that the Unit may be occupied shall, subject to the provisions of Paragraph 13.11 hereof, constitute complete and absolute acceptance by the Purchaser of all construction matters, and the quality and sufficiency thereof including, without limitation, all mechanical, structural and architectural matters.
- 13.14 Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that in the event that construction of the Unit or common areas is not completed on or before the Closing Date or any extension thereof as hereinbefore contemplated, for any reason whatsoever, or in the event the

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Purchaser cannot take possession of the Unit on the Closing Date by reason of any fire damage or other hazards or damages whatsoever occasioned thereto, the Vendor shall not be responsible or liable for reimbursing the Purchaser for any costs, expenses, or damages suffered or incurred by the Purchaser as a result of such delay or damage and specifically, shall not be responsible for any costs and expenses incurred by the Purchaser in obtaining alternate accommodation pending the completion of construction of the Unit or the rectification of the damage, nor for any costs incurred in having to store or move the Purchaser's furniture or other belongings pending such completion or rectification work, nor for any additional mortgage financing costs due to a subsequent increase in the interest rate nor for any damages relating to the expiry of any mortgage commitment.

- 13.15 The Purchaser further agrees that the Vendor shall have the right to enter upon the Unit after the completion of the within transaction, in order to complete and/or rectify those items which are included in the Certificate of Possession/Completion Certificate.
- 13.16 The Purchaser acknowledges that the Vendor, on behalf of the Condominium Corporation, may be entering into various reciprocal access easement agreements, cost sharing agreements and similar agreements with respect to any shared facilities (including but not limited to any and all utilities, services, ventilation and mechanical systems, fire alarms, and fire control and suppression systems, security systems, loading facilities and waste handling and disposal facilities located in or servicing the Building) relating to the Project, Subsequent Phases or neighbouring lands, and which may include any shared or common internal or external amenities, accesses, pedestrian areas and the like which will facilitate the efficient comprehensive use of the Project for the purposes of the Condominium Corporation and their unit owners, the Subsequent Phases and the neighbouring lands.
- 13.17 The Purchaser acknowledges that the Vendor may intend to develop Subsequent Phases on the Lands, generally in accordance with the Site Plan in the Disclosure Package. The Vendor shall have sole and complete discretion over the design, construction and completion of the Subsequent Phases and the Purchaser agrees not to object to or interfere in any way with the approvals for or construction of such further development, and the Purchaser further agrees to vote favourably in any special resolution required to approve any changes to the Condominium Plan required to facilitate same.
- 13.18 Under no circumstances will the Purchaser be permitted to perform work on or supply materials to the Unit prior to the later of: (i) the Closing Date, and (ii) the Vendor's receipt and unconditional release of the Purchase Price, without the Vendor's consent in writing, which consent may be arbitrarily withheld in the Vendor's sole discretion.

Article XIV
NEW HOME BUYER PROTECTION ACT

- 14.1 The Unit has warranty protection provided by the Program. Warranty protections provided by the Program shall be in accordance with the New Home Buyer Protection Act ("NHBPA") and shall cover a mandatory minimum of the following protections from the date of commencement of the warranty period for the Unit:
 - (a) 1 year Workmanship and Material;
 - (b) 2 year Delivery and Distribution Systems;
 - (c) 5 year Building Envelope Coverage; and
 - (d) 10 year Structural Coverage.
- 14.2 Where Multiple Family Dwelling Deposit Protection Insurance is available to the Purchaser, same was provided in the Disclosure Package.
- 14.3 All protections, including without limitation Multiple Family Dwelling Deposit Protection Insurance, if applicable, are subject to the terms, conditions, limits and exclusions of the Home Warranty Insurance Policy (as defined by the NHBPA), as amended from time to time. All warranty protections are subject to the Performance

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Guidelines as adopted by Program, as amended from time to time. The Purchaser is responsible to review the warranty provided by the Program, particularly its exclusions, and to be aware that the Vendor is not liable for loss or damage to any landscaping, furnishing or improvement by the Purchaser caused by any defect for which the Vendor is responsible or by the remedying of such defect.

- 14.4** The warranty protection provided by the Program shall constitute the only warranty, express or implied, in respect of any aspect of construction of the Unit and the Project (including without limitation in respect of any buildings, parking areas and common areas) and the Purchaser expressly acknowledges and agrees that no other warranty is being provided by the Vendor whatsoever. Further, the warranty protection provided by the Program shall constitute the full extent of the Vendor's liability for any defects, damage, loss, injury or expense, whether arising in tort or in contract, with respect to the Unit, the Project (including without limitation in respect of any buildings, parking areas and common areas), this Agreement, the relationship between the Purchaser and the Vendor and the relationship between the Vendor and the Condominium Corporation. Any item, issue or complaint that is not covered by the Program (whether in relation to the Unit, the Project, the buildings, the common areas or otherwise) is, similarly, not covered or warranted by the Vendor.
- 14.5** The Purchaser covenants and agrees that its sole recourse for any complaints, issues, claims, controversies, grievances or disputes with respect to the Unit, the Project (including without limitation in respect of any buildings, parking areas and common areas), this Agreement, the relationship between the Purchaser and the Vendor, and the relationship between the Vendor and the Condominium Corporation shall be through the Claims Assessment Procedure offered by the Program and the Purchaser covenants and agrees that it shall not initiate any action, claim, grievance or dispute, other than through the Claims Assessment Procedure offered by the Program and the Purchaser further covenants that it shall not join, assist, aid or act in concert in any manner whatsoever with any other person (including without limitation other unit owners, purchasers or the Condominium Corporation) in the initiation or carrying out of any action, claim, grievance or dispute, other than through the Claims Assessment Procedure offered by the Program. The decision of the Program shall be final, determinative and binding on the parties and on the Condominium Corporation. The findings, reports, conclusions or recommendations of any person whatsoever other than the Program (such as, by way of example only, a third party property inspector) shall not be relied upon or considered and the findings of the Program, and its decision in relation thereto, shall be the only determining factor. The Vendor shall be permitted to plead and rely upon this paragraph as an absolute defence and estoppel against any action initiated or carried out by any person (including without limitation the Purchaser and the Condominium Corporation on behalf of any unit owners) in contravention hereof. The Purchaser expressly releases the Vendor from any and all liability and claims made by the Purchaser (or by any other person, including without limitation, the Condominium Corporation on behalf of the Purchaser and/or other unit owners) whatsoever other than liability as determined by the Program. Without limitation to any other portion of this Agreement, the Purchaser expressly acknowledges and agrees that the covenants contained in this Paragraph shall survive indefinitely and shall not merge upon the transfer of the Unit or the completion of the transactions contemplated by this Agreement or by any other operation of law.
- 14.6** The Purchaser further covenants and agrees that it shall not join or consolidate claims by other purchasers or the Condominium Corporation, nor make any claim as a representative of a class action nor participate as a member of any class action with respect to any claim against the Vendor.
- 14.7** It is acknowledged by the Purchaser that all material supplied and labour performed by the Purchaser or by suppliers and workmen employed by the Purchaser, at any time before or after the completion of the transactions contemplated herein, will not be protected under the Program's warranty or any warranty provided by the Vendor hereunder and may void the warranty provided by the Program in whole or in part in relation to other aspects of the Unit.
- 14.8** The Purchaser expressly covenants, acknowledges and agrees that he/she/they shall not, at any time before or after the Closing Date, or at any time before or after this agreement is terminated in accordance with the terms and conditions hereof, engage in the making, publishing, repeating or disseminating of derogatory and/or negative written or oral statements and remarks regarding the Vendor, the Project or the Unit, through any medium whatsoever, including without limitation, online or through social media. Any issues, complaints or grievances

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that the Purchaser has shall be dealt with in accordance with this Agreement only. Should the Purchaser engage in such communications, the Vendor is granted the absolute right, in its sole and absolute discretion, without the requirement of providing notice to the Purchaser to (i) seek immediate injunctive relief requiring the Purchaser to immediately cease and desist engaging in the aforementioned conduct, and (ii) to terminate this Agreement and retain all deposits paid hereunder, all without limitation to any other remedies the Vendor may have at law. This provision shall be considered a material term of this Agreement and the covenant contained herein shall survive indefinitely and shall not merge upon the closing of the transactions contemplated hereunder, the termination of this Agreement, the non-waiver of conditions by the Purchaser, the transfer of the Unit, the payment of funds hereunder, or for any other reason whatsoever. The Purchaser agrees to confirm these obligations in writing in the event of termination of this Agreement or the non-waiver of conditions by the Purchaser.

Article XV
MISCELLANEOUS

- 15.1** The Purchaser shall notify the Vendor’s Solicitors as to the full name in which title to the Unit is to be registered. In the event the Purchaser fails to so notify the Vendor’s Solicitors at least Twenty-Five (25) days before the Closing Date, then the Vendor’s Solicitors shall be entitled to endorse the transfer of title to the Unit, in the name of the Purchaser as noted in the Summary of the Parties and the Purchaser agrees to accept the aforementioned conveyance in such manner and acknowledges that the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the transfer is so endorsed.
- 15.2** If the Purchaser desires to sell the Unit after final closing of this transaction but before 100% (being all) of the units in the Project have been sold by the Vendor, the Purchaser expressly agrees that it shall not display any “For Sale” signs on the Unit, common areas, buildings or Project and grants to the Vendor or the Condominium Corporation the right to remove such signs, at the sole cost of the Purchaser, in the event the Purchaser is in breach of this provision. Should the Purchaser display such a “For Sale” sign prior to 100% (being all) of the units in the Project being sold by the Vendor, such act shall constitute a default of the Purchaser under this Agreement, it being acknowledged by the Purchaser that a contravention of this provision will impact the Vendor’s ability to sell other units in the Project and may result in loss to the Vendor.
- 15.3** The Purchaser acknowledges and agrees that various equipment, signage and infrastructure including, without limitation, telecommunication and/or electrical pedestals and equipment, community mailboxes, streetlights, fire hydrants, catch-basins, landscaping features, subdivision entrance features and bus stops and/or shelters, may be located on or adjacent to the lands and may be visible from the Unit and that sidewalks may be constructed adjacent to the lands whether or not shown on any plans existing at the time of acceptance hereof and such items will not be a cause for an abatement of the Purchase Price or any other claim of any kind by the Purchaser.
- 15.4** Notwithstanding the closing of this transaction and for a period of time equal to the period of time for which any warranties relating to the Unit are valid, the Vendor or any of its authorized representatives shall be entitled at all reasonable times to enter the Unit in order to make inspections and to do any work or repairs to the Unit required by the Vendor in its sole discretion.
- 15.5** In the event that the Purchaser defaults on any of the Purchaser’s obligations contained in this Agreement, including without limitation, any of the following:
- (a) if the Purchaser makes an assignment of this Agreement without first obtaining the written consent of the Vendor;
 - (b) if the Purchaser becomes insolvent or bankrupt;
 - (c) if the Purchaser fails to deliver any of the Deposits provided for herein within the time prescribed for payment thereof;

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- (d) if the Purchaser fails to comply with any of the terms of this Agreement or fails to complete or execute or deliver any document or instrument herein required or provided for;
- (e) if the Purchaser fails to notify the Vendor of any contact information changes at the time such changes occur; or
- (f) if, in the sole opinion of the Vendor, the Purchaser is not cooperating with the Vendor, is not acting in good faith, is conducting itself in an unreasonable or disruptive manner, has caused interference with the Vendor's contractors or tradespersons, or if the Purchaser's actions or inactions are delaying the completion of the Unit,

then the Vendor, in addition to any other rights or remedies this Agreement provides, may at its sole option declare this Agreement to be terminated and of no further force or effect whereupon the Deposit paid by the Purchaser, together with interest earned thereon shall be retained by the Vendor as its damages and not as a penalty and, to the extent that the Vendor has incurred costs and damages in excess of the Deposit paid by the Purchaser, the Vendor shall be entitled to retain, in satisfaction of such costs and damages, other monies paid by the Purchaser, all without limitation to any other remedy available to the Vendor pursuant to this Agreement, at law or in equity, including the right to pursue further damages and costs (including legal costs on a solicitor and his own client full indemnity basis). In the event of the termination of this Agreement by reason of the Purchaser's default as aforesaid, or if this Agreement is terminated for any other reason or event which is hereinbefore expressly provided or contemplated other than the default of the Vendor, then the Purchaser shall execute such releases and any other documents or assurances as the Vendor may require with respect to releasing the Purchaser's interest in the Unit, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be their lawful attorney in order to execute such discharges, releases, documents and assurances in the Purchaser's name, place and stead and the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.

15.6 Should any condition to this Agreement either not be satisfied or waived in accordance with the terms hereof, as the case may be, or if this Agreement is statutorily rescinded, on the return of the Deposits paid to the Purchaser this Agreement shall be considered null and void and the Purchaser shall have no further claim against either the Vendor, the Project or the Unit.

15.7 In the event this Agreement is cancelled or terminated by the Vendor pursuant to any provision of this Agreement, then unless otherwise stated in this Agreement, the Purchaser will vacate the Unit within fifteen (15) days of the date of notice of termination (if the Purchaser has taken possession of the Unit in accordance with this Agreement) and the Vendor shall, at its option, retain any deposits made hereunder and the same shall be absolutely forfeited to the Vendor on account of damages incurred by the Vendor and not as a penalty and not in substitution or election of any other right or remedy the Vendor may have including, without limitation, the right to claim against the Purchaser for further damages and costs (including legal costs on a solicitor and his own client full indemnity basis).

15.8 In the event of termination or cancellation of this Agreement, the Vendor shall be entitled to be reimbursed for the cost of paying out any lien, execution or encumbrance attributable to the Purchaser and the cost of any extras or improvements requested by the Purchaser.

15.9 If this Agreement is terminated by either party, in the event that the Purchaser has taken possession of the Unit in accordance with this Agreement, the Vendor shall promptly inspect the Unit and if, in the sole opinion of the Vendor, any redecoration or repair thereto is required to restore the Unit to its condition as at the date the Purchaser took possession of the unit, the same may be effected by the Vendor at the sole cost of the Purchaser

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and the Vendor may deduct the cost thereof from the Deposit of the Purchaser held by the Vendor and/or demand payment of such cost from the Purchaser.

15.10 Any rental or common expenses, Occupancy Fee or Interim Occupancy License Fee paid by the Purchaser hereunder are not refundable in the event of termination.

15.11 Notwithstanding anything to the contrary herein and notwithstanding the waiver by the Vendor of the Vendor's Conditions, the Vendor is hereby granted the unrestricted right, at its option, to cancel and terminate this agreement at any time prior to final closing for any reason whatsoever in the sole and absolute discretion of the Vendor, including by way of example only and without limitation:

- (a) construction delays, changes in construction or materials costs, changes in market conditions, or failure to obtain registration of the condominium plan(s);
- (b) the Vendor being unwilling or unable to proceed with the development of the project which, for certainty and avoidance of doubt, shall include the Vendor not meeting its internal presale targets by such date as is satisfactory to it, in its sole and absolute discretion; or
- (c) in the sole opinion of the Vendor, the Vendor and the Purchaser are unable to agree on any matter with respect to this Agreement or the construction and completion of the Unit or the Project and the Vendor is not able to find a reasonable resolution,

(the "**Vendor's Termination Option**").

The Vendor's Termination Option is inserted for the exclusive benefit of the Vendor and may be waived by the Vendor at any time in whole or in part. In the event that the Vendor delivers to the Purchaser written notice that the Vendor elects to terminate this Agreement in accordance with the Vendor's Termination Option then this Agreement shall be terminated, whereupon the Deposit paid by the Purchaser shall be forthwith returned to the Purchaser without interest, and this Agreement shall thereupon be null and void, and of no further force or effect, and the Vendor shall not liable for any costs or damages (whether direct or indirect) suffered by the Purchaser as a result of or in connection with this Agreement or the termination thereof.

15.12 Any tender of documents or money hereunder by the Purchaser may be made upon the Vendor (or the Vendor's Solicitors) and money may be tendered by bank draft by a chartered bank, trust company or Alberta Treasury Branch, by certified solicitor's trust cheque or by wire transfer.

15.13 Time shall be of the essence of this Agreement in all respects, and any waiver, extension, abridgement or other modification of any time provisions shall not be effective unless made in writing and signed by the parties hereto or by their respective solicitors who are hereby expressly authorized in that regard.

15.14 The parties' covenants and agreements herein contained shall not merge on the Closing Date or on the registration of the transfer of the Unit into the name of the Purchaser but shall remain in full force and effect according to their respective terms notwithstanding the conveyance of title to the Unit and the payment of the Purchase Price. The parties agree to give to the other any further written assurances as to the non-merger of the covenants and agreements on the Closing Date as may be reasonably requested.

15.15 The Purchaser acknowledges receipt of the Disclosure Package and having fully familiarized itself with all documents and plans therein. The Purchaser has had the opportunity to seek independent advice from legal counsel in respect of this Agreement, and the Purchaser has fully satisfied itself in this regard. No rule of law or contract interpretation to the effect that this Agreement (or any provision herein) may be interpreted in favour of one party on the basis that all or part of this Agreement has been drafted by the other party shall apply.

15.16 The Purchaser acknowledges that the By-Laws provide the Vendor with certain rights and privileges including, without limiting the Vendor's other rights contained in the By-Laws, the right to use Units and the common property for the purposes of marketing Units and Subsequent Phases.

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- 15.17** The Purchaser agrees that notwithstanding the provisions of the By-Laws the Vendor's mortgage lender shall have the right to erect a sign on the common property advertising the source of financing and the Vendor shall have the right to maintain and use a reasonable number of units for display and sale purposes and exhibit a sign or signs advertising the location of such display units on or about the display units or on the common property until all the units in the Project are sold and that any provisions of the By-Laws which might restrict the Vendor in this respect, if any, are hereby waived by the Purchaser.
- 15.18** The meaning of the words and phrases used in this Agreement and in any schedules annexed hereto shall have the meanings ascribed to them in the Act unless this Agreement or the context otherwise requires a different meaning for same. This Agreement shall be read with all changes in gender and number required by the context.
- 15.19** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 15.20** Each of the Vendor and the Purchaser shall be responsible for their respective legal costs, but the Purchaser shall be responsible for Land Titles Office fees payable in respect of the registration of the transfer of the Unit to the name of the Purchaser.
- 15.21** If any paragraph, subparagraph, clause or subclause or other provision hereof shall be judged invalid, the same shall not affect the validity of any other paragraph, subparagraph, clause or subclause or other provision of this Agreement or constitute any cause of action in favour of either party as against the other.
- 15.22** This Agreement (including the documents expressly incorporated herein) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and constitutes a binding agreement of purchase and sale, subject to the terms and conditions set forth herein. It is agreed and understood that there is no representation, warranty, collateral term or condition, promise, undertaking, guarantee, express or implied, oral or written affecting this Agreement or the Unit, or for which the Vendor or the owner of the Unit (or any sales representative) can be held responsible in any way, whether they be contained in any sales material, brochure, or alleged against any sales representative or agent other than as expressed herein in writing.
- 15.23** The fact that a term of this Agreement is not described in the Summary of Material Terms shall not, in and of itself, mean that such term is not a material term hereof.
- 15.24** This Agreement shall be governed by the laws of the Province of Alberta.
- 15.25** The parties hereto agree to execute such further documents, conveyances and assurances as may be necessary in order to give full force and effect to the true intended meaning of this Agreement.
- 15.26** If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable, such provision shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability. The remaining provisions of this Agreement shall be unaffected by such provision and shall continue to be valid and enforceable.
- 15.27** Unless otherwise specified herein, and subject to the provisions of the Act, this Agreement may be amended, rescinded, revoked or terminated only by written agreement executed by both parties hereto. No amendment to this Agreement shall be valid unless such amendment is made in writing and executed by each of the Vendor and the Purchaser.
- 15.28** In this Agreement, words importing the singular number only shall include the plural and vice versa, words imputing gender shall include all genders and words imputing persons shall include individuals, corporations,

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partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

15.29 Subject to those allowances for time permitted in this Agreement, time shall be of the essence in this Agreement.

15.30 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by email (PDF) or facsimile transmission, to the respective address shown on the Summary of the Parties hereto, and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party. In addition, a verifiable digitized signature, or an electronic signature as defined in the *Electronic Transactions Act* (Alberta), shall be acceptable in lieu of an original ink signature.

[Remainder of page intentionally left blank. Signature page to follow.]

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15.31 The Vendor will collect personal information about the Purchaser including without limitation all personal information contained in this Agreement and all personal information obtained by the Vendor both before and after execution of this Agreement. The Purchaser hereby consents to the disclosure and distribution of any or all such personal information by the vendor to any third parties involved in the sale, construction, development, servicing and financing of the Project and/or the Unit, including without limitation:

- (a) banks or other financing entities, and their advisors and legal counsel, for the purpose of the Vendor applying for and obtaining financing and to the extent required by the terms of any of the Vendor's financing;
- (b) banks and other financing entities, and their advisors and legal counsel, for the purpose of the Purchaser applying for and obtaining purchase financing;
- (c) the Program;
- (d) any third parties who may approach the Vendor for the purpose of such third party providing services to the Purchaser, the Project or the Unit;
- (e) third parties providing labour and/or materials for construction on the Project and/or the Unit;
- (f) any relevant municipal or governmental authorities; and
- (g) the Vendor's Solicitors.

IN WITNESS WHEREOF I/we have hereunto set my/our hand(s) this _____ day of _____, 20_____.

Witness: _____ **Purchaser:** _____

Witness: _____ **Purchaser:** _____

THE VENDOR HEREBY ACCEPTS the offer and its terms and agrees to and with the above named Purchaser to duly carry out the same on the terms and conditions above-mentioned.

ACCEPTED THIS _____ day of _____, 20_____.

1600WEST BY SARINA GP INC.

Per: _____

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SCHEDULE "A"
GENERAL DEFINITIONS

1. "**Act**" means the *Condominium Property Act*, R.S.A. 2000, c. C-22, as amended;
2. "**Agreement**" means this Offer to Purchase and Agreement of Purchase and Sale and all Schedules attached hereto, once executed by all parties;
3. "**Building**" means the structures and other improvements proposed to be constructed on the Lands for the Project in accordance with the materials, documents and plans contained in the Disclosure Package;
4. "**By-Laws**" means the by-laws for each of the Condominium Corporations as contained in the Disclosure Package, as same may be amended from time to time;
5. "**Closing Date**" means the closing date as set out in the Occupancy Date Statement;
6. "**Condominium Corporation**" means the condominium corporation created by the registration of the Condominium Plan at the Land Titles Office;
7. "**Condominium Documents**" means the Condominium Plan, the By-Laws and documents registered at the Land Titles Office on behalf of the Condominium Corporation, together with all other documents and agreements which the Condominium Corporation enters into prior to the Closing Date, as the same may be amended from time to time;
8. "**Condominium Plan**" means the condominium plan stated in the Summary of Material Terms (which may not yet be determined) and as may be amended from time to time in order to accommodate separate condominium plans and titles for Subsequent Phases;
9. "**Deposit**" means collectively the total deposits paid or required to be paid by the Purchaser as shown in the Summary of Material Terms;
10. "**Disclosure Package**" means the package of materials provided by the Vendor to the Purchaser concurrent with execution of this Agreement, which package includes copies of all those documents and materials described in the Purchaser's Acknowledgement re: Disclosure Package attached hereto in compliance with Section 12 of the Act, which documents shall be deemed incorporated herein and form part of this Agreement;
11. "**Floor Plans**" means the plans forming part of the Disclosure Package which show the proposed location and configuration of the Unit and all other units on each floor of the Building, which plans are subject to revision at the sole discretion of the Vendor;
12. "**Governmental Authority**" means any governmental, quasi-governmental, municipal or regulatory body, department or organization having jurisdiction over the development of the Unit;
13. "**Lands**" means those lands on which the Project is to be constructed, being Plan 2210521, Block 62, Lot 42;
14. "**Management Agreement**" means the agreement forming part of the Disclosure Package which engages a professional manager on behalf of the Condominium Corporation upon such terms and conditions as outlined therein;
15. "**Parking Unit**" means the condominium unit or designated parking stall set out in the Summary of Material Terms;
16. "**Program**" means the new home warranty program stated in the Summary of Material Terms;

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17. "**Project**" means the condominium project as described in the Summary of Material Terms;
18. "**Purchase Price**" means the total Purchase Price for the Unit as identified in the Summary of Material Terms, subject only to those adjustments as provided herein;
19. "**Purchaser**" means the person identified as purchaser in the Summary of The Parties;
20. "**Purchaser's Conditions**" means those conditions in favour of the Purchaser set forth in Paragraph 3.1;
21. "**Purchaser's Solicitors**" means the solicitors acting on behalf of the Purchaser in connection with the transactions required and contemplated hereby;
22. "**Residence Unit**" means the condominium unit set out in the Summary of Material Terms;
23. "**Site Plan**" means the plan set out in the Disclosure Package which sets forth the current proposed scheme of development of the Project, which scheme is subject to revision without notice, from time to time by the Vendor in its sole discretion;
24. "**Storage Unit**" means the condominium unit or designated storage space set out in the Summary of Material Terms;
25. "**Subsequent Phases**" means those phases of the Project, if any, to be developed subsequent to or concurrent with the initial development of the Project, all of which development shall be undertaken at such time and in such manner as determined by the Vendor in its sole discretion;
26. "**Summary of Material Terms**" means the summary outlining the material terms of this Agreement and attached to the front of this Agreement;
27. "**Unit**" means collectively the Residence Unit, the Parking Unit (if any) and the Storage Unit (if any), as set out in Summary of Material Terms, being purchased by the Purchaser hereunder;
28. "**Unit Factor**" means the undivided interests in the common property of the Condominium Corporation respectively assigned to the Unit;
29. "**Units**" means any one or more condominium units within the Project;
30. "**Vendor**" means **1600WEST BY SARINA GP INC.**, and any successor or assignee thereof;
31. "**Vendor's Conditions**" means those conditions in favour of the Vendor set forth in Paragraph 3.2;
32. "**Vendor's Solicitors**" means KH/Dunkley Law Group; and
33. "**Vendor's Termination Option**" means of option of the Vendor contained in Paragraph 15.11.

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ADDENDUM RE: RENTAL GUARANTEE

This Addendum is attached to, incorporated into and forms a part of the Purchase Contract, including any other addendums, amendments or additions thereto (the “**Agreement**”) made between:

(the “**Purchaser**” or the “**Landlord**”)

and **1600WEST BY SARINA GP INC.** (the “**Vendor**” or the “**Tenant**”)

for the purchase by the Purchaser from the Vendor of the property municipally known as:

_____, 3360 – 16 Street SW, Calgary, Alberta

IN CONSIDERATION of the Purchaser completing the purchase of the Unit from the Vendor in accordance with the Agreement, the Vendor hereby agrees to ensure that the Purchaser shall receive a certain minimum rental income for the Unit, by the Vendor (as Tenant) leasing the Unit from the Purchaser (as Landlord), on the terms and conditions set forth below:

1. Capitalized terms used in this Addendum, and not otherwise defined herein, shall have the meaning given to such terms in the Agreement.
2. This Addendum, and the obligations of the Vendor hereunder, is subject to the satisfaction of the following conditions precedent, which conditions are for the exclusive benefit of the Vendor and may be waived by the Vendor at any time in whole or in part. In the event that any one or more of the following Conditions precedent is not waived or satisfied within the prescribed times, then this Addendum shall be terminated, and shall be null and void, and of no further force or effect, and the Vendor shall not liable for any costs or damages (whether direct or indirect) suffered by the Purchaser as a result of or in connection with this Addendum or the termination thereof:
 - a. The Purchaser shall have completed its purchase of the Unit on the terms and conditions, and within the time periods, contemplated in the Agreement.
3. The Landlord does hereby lease the Unit to the Tenant, in consideration of the rents and agreements contained in this Addendum.
4. The term of this Addendum shall be for a fixed period of **Two (2) years** commencing on the Closing Date and ending on the second anniversary thereof.
5. The rent payable by the Tenant to the Landlord during the term of this Addendum shall be:

\$ _____ per month (the “**Rent**”)

payable on the twelfth (12th) day of each month. The Rent shall be paid in a method determined by the Tenant. No security deposit shall be paid by the Tenant. The Tenant shall have no liability to the Landlord for any amount other than payment of the Rent and the Tenant shall have a right to set-off against the Rent any amounts payable from time to time by the Landlord to the Tenant pursuant to the terms of this Addendum or the Agreement. Further, if the Landlord is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada), the Tenant shall be entitled to withhold and remit to the Canada Revenue Agency all such amounts on account of non-resident withholding tax as prescribed.

6. The Rent shall include all utilities, including without limitation, electricity, gas, water and sewer, and the Landlord shall be responsible for the cost of any utilities that are not included in the Landlord's payment of condominium contributions to the condominium corporation. The Tenant shall only be responsible for the cost of internet, cable and phone, provided that any internet, cable and phone services that are provided by the condominium corporation and paid by the Landlord as part of condominium contributions shall be included in the Rent.
7. The Tenant shall have the right (but not the obligation) from time to time in its sole and absolute discretion, without the requirement of obtaining consent from the Landlord, to sublet the Unit to a subtenant chosen by the Tenant for any amount of rent whether less or more than the Rent payable to the Landlord pursuant to Section 5 of this Addendum, and for any length of term whether less than, equal to or greater than the term pursuant to Section 4 of this Addendum (the "Sublease"). The Tenant shall have the right in its sole and absolute discretion and at its sole cost to engage a third party to provide management, rental and maintenance or other services to the Tenant in respect of the Unit. The Tenant may in its sole discretion allow any subtenant to keep pets in the Unit, subject to compliance with the bylaws for the condominium corporation. Upon the expiry or sooner termination of this Addendum, the Landlord covenants to assume any Sublease then existing and to honour all terms, obligations and liabilities of the Tenant under the Sublease, and to indemnify the Tenant in relation thereto, from and after the date of expiry or sooner termination hereunder. The Landlord shall execute and deliver to the Tenant such agreements, assignments, releases and other documents as may be required by the Tenant to give effect to this paragraph.
8. The Tenant shall have the right (but not the obligation) in its sole and absolute discretion, before or during the term of this Addendum, without the requirement of obtaining consent from the Landlord, to assign, sell, transfer, license, charge, encumber or otherwise dispose of its interest in the Unit and this Addendum, and upon such assignment, sale, transfer, license, charge or encumbrance hereof, the Tenant shall be fully released from any and all obligations and liability hereunder to the extent that the assignee, purchaser, transferee, licensee, charge or encumbrancee, as the case may be, assumes same. All proceeds received by the Tenant pursuant to Section 7 of this Addendum and this Section 8 shall be the exclusive property of the Tenant.
9. The Landlord shall take out and maintain during the term of this Addendum a condominium unit owner's comprehensive policy of insurance, naming the Tenant as an additional insured, and including coverage for all deductibles payable by an owner pursuant to the bylaws of the condominium corporation, all improvements and betterments to the Unit, and general liability insurance of not less than \$2,000,000, and the Landlord shall provide evidence of such insurance to the Tenant upon request.
10. The Landlord covenants to observe and comply with the bylaws of the condominium corporation, and the Landlord agrees that it shall be responsible for and shall pay as and when due or payable:
 - a. all amounts payable pursuant to the Agreement, including closing costs for the Unit, Occupancy Fees and the Purchase Price;
 - b. all condominium contributions, special assessments, fines and levies, property taxes and the Landlord's mortgage payments in respect of the Unit;
 - c. all utilities for the unit which are not otherwise paid as part of condominium contributions;

Purchaser's Initials _____

- d. all costs relating to maintenance and repair of the Unit and the chattels therein, other than costs of repair which the Tenant charges back to and recovers from the subtenant under the Sublease in its sole and absolute discretion; and
 - e. all costs and expenses relating to insurance for the Unit as required hereunder.
11. The Landlord shall have no right of use or access to the Unit during the term of this Addendum.
12. This Addendum, and the rights and obligations herein, is personal to the Purchaser and may not be transferred or assigned to any other person without the express written consent of the Vendor, which consent the Vendor is not obligated to provide and may be withheld for any reason.
13. This Addendum shall terminate upon:
- a. the expiry of the term hereof as stated in Section 4 above;
 - b. the failure of the Purchaser to complete its purchase of the Unit in accordance with the Agreement or the closing of the transactions contemplated in the Agreement not being completed for any reason;
 - c. the Unit being damaged or destroyed such that any part thereof cannot be occupied;
 - d. at the option of the Vendor, the Purchaser assigning, selling, disposing of, or transferring the Unit or its interest in this Addendum to any person; or
 - e. at the option of the Vendor, upon the default by the Purchaser of any of its obligations under the Agreement or this Addendum.
14. Notwithstanding anything to the contrary contained in the Agreement, the Purchaser acknowledges and agrees that, by executing this Addendum:
- a. the Unit may not be vacant on the Closing Date and the Vendor is hereby granted the unrestricted right to sublet the Unit and to allow a subtenant to occupy the Unit prior to the Closing Date;
 - b. the Purchaser will not be eligible to receive the GST New Housing Rebate contemplated in the Agreement, therefore the Purchaser will be responsible to pay GST in relation to its purchase of the Unit. The Purchaser may be eligible to receive a GST New Housing Rebate applicable to rental properties, but the Vendor makes no representations in relation thereto, and the Purchaser shall be solely responsible to apply for same, as applicable, after the closing of its purchase of the Unit; and
 - c. the Purchaser has sought and received all such legal, accounting and tax advice it deems necessary and has fully satisfied itself with respect thereto, and the Purchaser has not relied on any information provided or representations made by the Vendor or any of its agents except as expressly stated in this Addendum or in the Agreement.
15. The Purchaser and the Vendor are not partners or joint venturers with each other nor shall they be deemed to be partners or joint venturers with each other by virtue of this Addendum.
16. This Addendum may not be amended except by written agreement of the Vendor and the Purchaser.

[Remainder of page intentionally left blank. Signature page to follow.]

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17. Save as expressly amended by this Addendum, all other terms, conditions, provisos and covenants contained in the Agreement shall remain in full force and effect.

DATED at Calgary, Alberta, this ____ day of _____, 20_____.

PURCHASER(S)

Witness

Witness

1600WEST BY SARINA GP INC.

Per: _____
Name:
Title:

Purchaser's Initials



DEPOSIT RECEIPT

Address: _____, 3360 – 16 Street SW, Calgary, Alberta

This letter hereby confirms that **1600WEST BY SARINA GP INC.** has received your deposit in the sum of:

\$ _____

Such deposit was received by **1600WEST BY SARINA GP INC.** on:

CONFIRMED by the Purchaser:

Signed: _____

Name: _____

ACKNOWLEDGED by **1600WEST BY SARINA GP INC.:**

Signed: _____

Name: _____