

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS AFTER ITS EXECUTION BY THE PARTIES TO IT UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE *CONDOMINIUM PROPERTY ACT* HAVE BEEN DELIVERED TO THE PURCHASER NOT LESS THAN TEN 10 DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE PARTIES TO IT.

**Offer to Sell and Real Estate Purchase Contract**  
 ("Purchase Agreement")

# RADIUS

bridgeland

**"Vendor"**      **BUCCI BRIDGELAND PROJECT LTD.**  
 #202 - 1669 West 3<sup>rd</sup> Avenue, Vancouver BC V6J 1K1  
 Tel: (604) 688 7011  
 Fax: (604) 688 7215

The Purchaser is a Resident of Canada: Yes / No	
Initial	

<b>"Purchaser"</b>	<b>"Purchaser"</b>
_____	_____
Full Name for Registration Purposes	Full Name for Registration Purposes
_____	_____
Address:	Address:
_____	_____
_____	_____
Tel 1: _____ Tel 2: _____	Tel 1: _____ Tel 2: _____
Email: _____	Email: _____

**RE:** Condominium Plan No: **To Be Determined** Legal Unit No: \_\_\_\_\_ Civic Suite No. \_\_\_\_\_ and one \_\_\_\_\_ or two \_\_\_\_\_ parking units (collectively the "Unit") in "Radius" (the "Development") to be constructed on the lands (the "Lands") at 88 9<sup>th</sup> Street N.E., Calgary, Alberta, and municipally described as 88 9<sup>th</sup> Street N.E., Calgary, Alberta, excepting thereout all mines and minerals, as shown on the Proposed Condominium Plan in Schedule "3" hereto, together with \_\_\_\_\_ undivided one ten thousandth (10,000) shares in the common property ("Unit Factor") for the residential unit, which shares are deemed to be included in the term "the Unit", and including the right to exclusive use of those portions of common property comprising a balcony or patio adjoining the unit (excluding the rooftop patio) and an assigned storage locker and bicycle storage area, all in the manner of and on the terms and conditions stated herein for:

**"Purchase Price"**      \$ \_\_\_\_\_      

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 The Purchase Price is exclusive of GST      Initial

**This Purchase Price is the price for the:** 1. 

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**180° Package** or 2. 

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**360° Package**

**1. Offer** - The Vendor hereby offers to sell to the Purchaser(s) the Unit for the Purchase Price upon the terms set forth herein, subject to permitted encumbrances. The Purchaser acknowledges that the Purchaser is purchasing a residential unit and, if indicated above, parking units, which are to be constructed or are presently under construction. The Purchaser is also entitled to acquire from the Vendor the exclusive use of any patio or balcony adjoining the Unit (excluding the rooftop patio), an assigned storage locker and a bicycle storage area in the Development. The Vendor reserves the right to locate the parking units and storage areas in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges and accepts that the parking unit may have limited overhead capacity and be designated as a small vehicle or handicapped parking stall.

**2. Deposit** - The Purchaser will pay a deposit (the "Deposit") by way of cheque, certified cheque or bank draft (but not in cash) to **McLeod Law LLP, in trust**, which Deposit shall be paid as follows:

- (a) the sum of \$2,500.00 upon the execution of this Purchase Agreement; and
- (b) an additional sum of \$ \_\_\_\_\_, which when combined with the amount in paragraph 2(a) above equals 10% of the Purchase Price, within twelve (12) days of execution of this Purchase Agreement; and

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(c) an additional sum equal to 10% of the Purchase Price, being \$ \_\_\_\_\_, by a bond from Blanket Homeward Bond Home Warranty Ltd. within thirty (30) days of execution of this Purchase Agreement, or by way of certified cheques or bank drafts as follows:

(i) 3.25% of the Purchase Price within forty (40) business days of execution of this Purchase Agreement, being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

(ii) 3.25% of the Purchase Price within eighty (80) business days of execution of this Purchase Agreement, being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

(iii) 3.5% of the Purchase Price within one hundred twenty (120) business days of execution of this Purchase Agreement, being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

3. The Purchase Price includes the following items unless otherwise noted:

- [a] Roller Shades      [b] Gas Cooktop      [c] Wall Oven      [d] Dishwasher      [e] Refrigerator**
- [f] Garburator      [g] Washer/Dryer      [h] Microwave/Hood Fan**

Fixtures and features as represented in Schedule "2" shall also be included, provided that the Vendor may substitute materials of reasonably equivalent or better quality. Presentation Centre/Display Suite decorator features, fixtures, wall treatments, finishings, fittings, dining light fixtures and furnishings **are not included in the Purchase Price.**

4. **Condominium Fees** - The Vendor estimates the initial monthly common expense contribution for the Unit to be \$ \_\_\_\_\_.

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5. **Terms, Conditions, Closing, Occupancy and Adjustment Dates, Remedies, Warranties and Representations, and General Provisions** - See Addendum "A" attached hereto.

**THE TERMS AND CONDITIONS ATTACHED HERETO AS ADDENDUM "A" ARE PART OF THIS AGREEMENT. READ THEM CAREFULLY BEFORE YOU SIGN.**

THE VENDOR HAS EXECUTED THIS OFFER TO SELL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**BUCCI BRIDGELAND PROJECT LTD.**

Per: \_\_\_\_\_  
(Authorized Signatory)

THE PURCHASER ACCEPTS THE VENDOR'S OFFER TO SELL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PURCHASER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Print Name:  
(as to all signatures)

PURCHASER: \_\_\_\_\_

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THE PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS PURCHASE AGREEMENT AND ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE CONDOMINIUM PROPERTY ACT AND ACKNOWLEDGES THAT THE PURCHASER HAS READ AND UNDERSTANDS THE TERMS, PROVISIONS, CONDITIONS AND LIMITS THAT ARE SPECIFIED IN ALL SCHEDULES AND ALL DOCUMENTS REFERRED TO IN CLAUSE 8 IN ADDENDUM "A" WHICH PERTAIN TO THE DEVELOPMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED in the presence of:

PURCHASER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Print Name:  
(as to all signatures)

PURCHASER: \_\_\_\_\_

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# ADDENDUM "A"

## VENDOR CONDITION PRECEDENT

There are conditions precedent to the constituting or creating of any binding obligations hereunder, including any obligation of the Vendor to transfer title to the Unit to the Purchaser that:

1. On or before the expiry of fifteen (15) days from the date of execution of this Purchase Agreement, the Purchaser shall arrange and be approved for a new mortgage for the Purchase Price, less any Deposits (which Deposit shall include any bond) pursuant to Paragraph 2 above, with the Toronto Dominion Bank; and
2. On or before the expiry of fifteen (15) days from the date of execution of this Purchase Agreement, the Vendor shall review and be satisfied with, at its sole discretion, the final form of Purchase Agreement as executed by the parties hereto.

These conditions precedent are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor at any time.

If the Vendor has not waived or satisfied the above conditions precedent, this Purchase Agreement and any agreement flowing from its acceptance may, at the option of the Vendor, be deemed null and void in which case the Vendor shall refund any Deposits on account of the Purchase Price it holds on the Unit to the Purchaser without interest but also without any deduction and the parties shall be deemed to have mutually released each other from all obligations hereunder.

It is further acknowledged and agreed that if the bonding as described herein has not been approved by Blanket Homeward Bond Home Warranty Ltd. within thirty (30) days of execution of this Purchase Agreement, then the Purchaser, at its option, may terminate this Purchase Agreement, and the Vendor shall forthwith return the Purchaser's Deposit. The Purchaser may only rely upon this provision after executing all consents and providing all documents and disclosure required by Blanket Homeward Bond Home Warranty Ltd. in the timelines they require to process the Purchaser's bonding application.

### 1. Closing and Occupancy Date

The Purchaser will deliver the balance of the Purchase Price, at the Purchaser's expense, by way of a solicitor's **CERTIFIED CHEQUE** or **BANK DRAFT**, to **McLEOD LAW LLP in trust** (the "**Vendor's Solicitors**") by **NO LATER THAN 12:00 noon on the Closing Date**. The Closing Date (the "**Closing Date**") shall be the day immediately prior to the Occupancy Date. The Occupancy Date shall be the date that the Unit becomes ready to be occupied by the Purchaser, and the Vendor wants the Purchaser to take possession.

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, the Vendor shall continue to retain those monies received from the Purchaser and required to be held in trust pursuant to Section 14 of the *Condominium Property Act*, R.S.A. 2000, c. C-22 (the "**Act**"), and subclause 1(g) herein shall apply.

Whether the Unit is ready to be occupied refers to the Unit and not any other unit or common property within the Development and the Unit will be deemed to be ready to be occupied if the City of Calgary has given permission in writing to occupy the Unit pursuant to the regulations under the *Safety Codes Act*, R.S.A. 2000, c. S-1, whether such permission is temporary, conditional or final. If the Closing Date is a Saturday, Sunday, holiday or a day upon which the Land Titles office is not open for business, the Closing Date shall be the immediately preceding business day. If the Closing Date has not occurred by November 30, 2019, (the "**Outside Date**"), then this Contract will be terminated, the Deposit and interest thereon will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided that:

- (a) if the Vendor is delayed from completing construction of the Unit as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date may, at the sole option of the Vendor, be extended for a period equivalent to such period of delay.
- (b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any extension pursuant to subclause 1(a) and whether or not any delay described in subclause 1(a) has occurred, unilaterally elect to extend the Outside Date for up to one hundred twenty (120) days.
- (c) the Vendor may, at its further option, exercisable again by notice to the Purchaser, and in addition to any extension pursuant to subclause 1(a) or 1(b) and whether or not any delay described in subclause 1(a) has occurred, unilaterally elect to extend the Outside Date for up to another one hundred twenty (120) days in addition to the one hundred twenty (120) days provided for pursuant to subclause 1(b).

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# ADDENDUM "A"

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- (d) The Vendor confirms that as of October, 2015, it estimates that the Occupancy Date will occur on or about \_\_\_\_\_, 20\_\_\_\_ (the "Occupancy Date"). The Purchaser acknowledges that this estimated Occupancy Date has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor, and that the actual Occupancy Date will be established in the manner set out above.
- (e) The Vendor shall give written confirmation of the Occupancy Date to the Purchaser not less than thirty-five (35) days prior to the Occupancy Date. Vacant possession of the Unit shall be given at noon on the Occupancy Date subject to the terms hereof being complied with, including, without limitation, payment of the Purchase Price.
- (f) On seven (7) days' notice to the Purchaser, the Vendor shall be at liberty to unilaterally extend the Occupancy Date provided at subclause 1(e) above for up to sixty (60) further days or any portion thereof, at which time vacant possession of the Unit shall be given to the Purchaser subject to the terms hereof being complied with, including, without limitation, payment of the Purchase Price.
- (g) While the Vendor agrees to proceed with all due diligence to legally bring the Development under the Act, the Purchaser acknowledges that title to the Unit cannot be conveyed and final closing will not take place until the Condominium Plan comprising the Unit has been registered in the manner provided for and subject to the Act. If, on the day prior to the Occupancy Date, the title to the Unit is not available for transfer to the Purchaser, the Purchaser shall, at the option of the Vendor, take possession of the Unit and shall:
  - (i) pay to the Vendor all monies due to the Vendor hereunder (excepting only the Purchaser's mortgage proceeds);
  - (ii) execute and deliver to the Vendor the Vendor's form of interim occupancy agreement;
  - (iii) execute and deliver to the Vendor all documentation relating to the Blanket Home Warranty Ltd. program;
  - (iv) execute and deliver to the Vendor all documentation required to effect any assignment of the New Housing Goods and Services Tax Rebate;
  - (v) obtain appropriate insurance for the Unit; and
  - (vi) otherwise comply with all other provisions of this Purchase Agreement.
- (h) Although the Purchaser shall take possession of the Unit on the Occupancy Date, it is agreed that, if title to the Unit cannot be conveyed, the Vendor shall comply with Section 14 of the Act, provided that on and from the day prior to the Occupancy Date, the Purchaser will pay interim occupancy fees at least equal to the interest earned on funds on deposit pursuant to Section 14 of the Act plus a sum equal to the interest which would have been payable under the Purchaser's Mortgage financing, and closing for the purposes of conveyance of title shall occur within ten (10) days after title is so available.

## 2. Conveyance

It is expressly acknowledged and agreed that:

- (a) The Transfer of the Unit shall be prepared by the Vendor's solicitors and delivered to the Purchaser's solicitors. The Purchaser shall pay the cost of registration of the Transfer and the Purchaser's first mortgage on the Unit (if any), including any mortgage insurance and related application fee(s);
- (b) If a new mortgage, as arranged by the Purchaser, is contemplated, the Purchaser shall make a *bona fide* effort to secure such new mortgage. The proposed terms and conditions of such mortgage shall be set out in a mortgage commitment signed by the mortgagee with a copy delivered to the Vendor if requested by the Vendor;
- (c) The Purchaser agrees to irrevocably assign the proceeds of such new mortgage to the Vendor to secure payment of the Purchase Price;
- (d) If the net proceeds of the mortgage are less than the sum agreed to be assigned to the Vendor, the Purchaser shall forthwith on demand pay to the Vendor the amount necessary to make up such deficiency;
- (e) In the event at the Closing Date there remains unadvanced a portion of the funds to be advanced under the mortgage, the Purchaser shall pay all other amounts due to the Vendor on such date and shall execute such documentation as required by the Vendor to secure payment to the Vendor of such unadvanced funds. If title to the Unit is transferred to the Purchaser prior to the Vendor receiving the full purchase proceeds, including any mortgage funds, then, at the option of the Vendor, as security for payment of the full Purchase Price, a Caveat may be registered by the Vendor to give notice as to the amount of the Purchase Price unpaid. The Purchaser also agrees to execute and deliver to his solicitor, prior to the final Closing Date, a Tenancy-at-Will Agreement and a properly executed Transfer Back of the Unit from the Purchaser to the

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## ADDENDUM "A"

Vendor. The Transfer Back will be held in trust until the full purchase monies, including any mortgage funds, have been released to the Vendor hereunder, however, should the Vendor not receive the full purchase monies together with any interest thereon within ten (10) days after delivery of the Transfer, the Vendor shall be at liberty to use the Transfer Back to restore title to the Unit to the name of the Vendor, and the Purchaser shall be responsible for clearing the title of all encumbrances registered the source of which is attributable to the Purchaser;

- (f) Subject to 2(e) above, in the event that the total purchase proceeds, including mortgage proceeds, are not advanced and released to the Vendor on the date that title is transferred to the Purchaser for any reason whatsoever, the Purchaser shall, at the option of the Vendor, pay interest to the Vendor upon such unreleased amount, until paid and released to the Vendor, at the interest rate equal to twelve (12%) percent per annum;
- (g) Notwithstanding (e) and (f) above, if the Vendor has not received all monies due and owing to the Vendor herein on the date that title is transferred to the Purchaser or, in the case of mortgage funding delay pursuant to clause 2(e) above within ten (10) days of the date when such funds are generally releasable, the Vendor shall be at liberty to consider the Purchaser in default and terminate this Purchase Agreement in consequence of such default, in which event all monies paid by the Purchaser to the Vendor shall be subject to forfeiture, however, such forfeiture shall not be deemed to be all inclusive liquidated damages and shall not preclude any further claims or remedies at law or equity by the Vendor against the Purchaser arising pursuant thereto; and
- (h) The Vendor shall have no responsibility whatsoever to the Purchaser to assist in obtaining, maintaining, or preserving the terms of the Purchaser's mortgage, including, without limitation to the foregoing, preservation of the interest rate chargeable thereunder in consequence of any delay or in any postponement of the Closing Date.

### 3. Purchase Price, Deposit, and Payment

- (a) The Purchaser will pay the Purchase Price to the Vendor as follows:
  - (i) The Deposit in the amounts set out in clause 2 on Pages 1 and 2 of this Purchase Agreement will be paid by the Purchaser to McLeod Law LLP "in trust" and subject to release in accordance with the Act. If a portion of the Deposit is bonded, such bonded portion shall be paid by the Purchaser to the Vendor's solicitor's on the Closing Date by way of certified cheque or bank draft; and
  - (ii) The Balance of the Purchase Price plus or minus adjustments pursuant to clause 5 of this Addendum "A" will be paid by the Purchaser to the Vendor's solicitors on the Closing Date by way of certified cheque or bank draft.
- (b) Subject to 3(c) below, if the Purchaser completes the purchase of the Unit on the terms and conditions herein contained, then the Deposit actually paid will form part of and be applied to the Purchase Price.
- (c) The Purchaser hereby acknowledges and agrees that any payment made by the Purchaser pursuant to the terms of this Purchase Agreement that is returned for reason of non-sufficient funds will be subject to a service charge equal to \$50.00.

### 4. Deposits, Extras, and Options

- (a) The Vendor represents that the deposits or payments held or to be held by it or its solicitors hereunder will be paid into trust and held under a plan, arrangement, scheme or agreement approved by the Minister of Municipal Affairs pursuant to Section 14(10) of the Act. It is understood and agreed that for so long as that plan, arrangement, scheme or agreement is in effect, deposits and payments paid into trust may be released in accordance with the provisions of Section 14, in which case only that portion of the payment in excess of the releasable amount (if any) will remain in trust and be accounted for and disbursed in accordance with the requirements of Section 14 of the Act and this clause. It is understood and agreed by the parties that extras and options payments, payments for occupancy license fees, common expense payments, mortgage advances and security deposits made under this Agreement are not deposits or payments required to be held in trust and dealt with under said Section 14.
- (b) The Purchaser authorizes the Vendor to use all or part of any of the Deposits hereunder, except any portion thereof required to be held in trust pursuant to clause 4(a) above (the "**Net Deposit**"), from time to time as it deems advisable in its sole discretion for constructing the Unit and the building and the property in which it is located, **provided that** the Net Deposit shall be held in trust by the Vendor until a registerable Transfer of the Unit is delivered to the Purchaser or registered at the Land Titles Office. All interest earned upon funds held in trust shall accrue to the Vendor except, if the Purchaser takes possession of the Unit prior to receiving title to it, then the interest earned on the funds held in trust from the day prior to the possession date to the day the Purchaser receives the title document or the day the document is registered at the Land Titles Office shall be applied against the Purchase Price.
- (c) The Deposits, where applicable, are or will be registered under the Blanket Home Warranty Ltd. program, being a plan, agreement, scheme or arrangement approved pursuant to the Act for deposit protection coverage, and upon issuance by the Vendor of a deposit receipt to the Purchaser, the payments, to a maximum amount specified in the deposit receipt

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## ADDENDUM "A"

warranty, shall be paid directly to and released to the Vendor and such amount shall be protected under the deposit policy of the Blanket Home Warranty Ltd. program, subject to the terms, conditions, limits and exclusions of the deposit receipt warranty.

- (d) The Purchase Price includes the items as shown on the Vendor's drawings and specifications described in Schedule "2". It is understood and agreed that the Vendor need not make any modification or supply any other item, option, or extra to the Unit unless ordered by the Purchaser in writing and confirmed and agreed to by the Vendor. The Purchaser will pay for any such extra, option or modification prior to the time the Vendor issues a work order or purchase order for the work to be done or the supply of the required materials or such earlier date as specified by the Vendor as an addition and adjustment to the Purchase Price and it is agreed that such payment does not constitute a deposit paid by the Purchaser under this Agreement and will be releasable to the Vendor immediately upon payment.
- (e) The Purchase Price also includes the Purchaser's right to exclusive use of those portions of the common property deemed to be assigned to the Purchaser as a Privacy Area in accordance with Bylaw 58 set out in the proposed substitutional or replacement Bylaws attached hereto as Schedule "4".

### 5. Possession, Adjustments and Payments

- (a) The Purchase Price shall be adjusted as at the Closing Date as to prepaid and accrued expenses and other matters usually subject to adjustment which shall include, without limiting the generality of the foregoing, the following:
  - (i) any unpaid for extras and additions;
  - (ii) any contributions prepaid or owing for administrative expenses (as defined in Section 39 of the Act);
  - (iii) the Unit's share of any operating and maintenance expenses and expenses for utilities such as gas, electricity, water or other utilities and insurance costs borne by the Vendor as determined by the Unit Factor of the Unit. From the day prior to the Occupancy Date until the commencement date for payment of condominium contributions, the Purchaser also agrees to pay monthly to the Vendor, or its agents, its share of all of the said costs and expenses;
  - (iv) any realty taxes, school taxes and local improvement charges, including supplementary assessments, which may be levied by the taxing authority, as determined by the Unit Factor if not separately assessed; and
  - (v) the Purchaser shall pay to the Vendor interest at the rate of twelve (12%) percent per annum on any Deposits or other payments due to be paid by the Purchaser hereunder which are not paid to the Vendor by the date prescribed for payment herein but this clause shall in no way affect or diminish the rights of the Vendor set forth in clause 9 hereof. There shall be no holdback or deduction from the Purchase Price for any outstanding work. All monies payable hereunder by the Purchaser to the Vendor shall be paid without condition, stipulation, trust term or holdback (including Builders' Lien holdback) except as specified herein.
- (b) The Purchaser covenants to take possession of the Unit on the Occupancy Date provided the City of Calgary has issued an occupancy permit even though the final condominium plan may not be registered and all exterior work on the Unit, the related common property, the landscaping, the fencing and exterior lighting may not at such time be fully completed and other seasonal deficiencies may be outstanding. The Vendor agrees to complete any outstanding work related to the Unit and the related common property within a reasonable time having regard to weather conditions and availability of supplies and labour.
- (c) The Purchaser further agrees that the Vendor, its agents, employees, mortgage inspectors and municipal employees shall have the right of entry and access to the Unit and the common property before and after the Occupancy Date in order to complete any incomplete items, inspect the Unit and make any repairs or modifications to the Unit and the common property.

### 6. Unit Factor and Measurements

- (a) The unit factor for the residential unit is as indicated on page 1 of this Purchase Agreement. The total unit factors for the residential units have been apportioned and computed on the basis of the square meters of the residential unit in proportion to the square meters of all residential units in the Development.
- (b) The unit factor for each parking unit will be nominal due to its usage for parking.
- (c) Minor adjustments to the unit factors may have been made or will be made in the future if necessary to make the unit factors for all of the units total 10,000 as required by law.

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# ADDENDUM "A"

## 7. Condominium Corporation

The Purchaser is aware that a condominium corporation (the "Corporation") has been or will be, by virtue of the Act, established on registration of the Condominium Plan. The Purchaser agrees to observe and perform the terms and provisions of the Act, the Bylaws and regulations of the Corporation, and the management agreement entered into by the Corporation, all of which the Vendor may amend from time to time, and, in particular, the Purchaser is aware:

- (a) that the Vendor estimates the initial amount of the monthly common expense contribution for the Unit to be as indicated at page 2 of this Purchase Agreement. The said contribution comprises the Purchaser's proportionate share of the estimated monthly property and management expenses of the Development and is determined by applying the Unit Factor for the Unit to the total of such expenses, or as otherwise provided in the Bylaws. Any estimated budget which is presented to the Purchaser is for informational purposes only;
- (b) that the Vendor will have the right to arrange for management of the Development on substantially those terms and conditions as set out in the management agreement referred to in Schedule "5" and the Purchaser acknowledges that management costs for the Project shall be included in common expenses; and
- (c) that the Vendor shall be maintaining and operating show units in the Development and any Bylaw which might restrict the Vendor in this respect, if any, is hereby waived by the Purchaser.

## 8. Disclosure Documents

The Purchaser acknowledges that the Unit is or will be a unit in a condominium project/development and the Purchaser further acknowledges that, pursuant to Sections 12 and 13 of the Act, the Purchaser has, with or before the submission hereof, received a copy of this Purchase Agreement and copies of the following:

- SCHEDULE "1"** - A Site Plan of the Development being a drawing and description showing the exterior finishing of the building, the interior finishing of and all major improvements to the common property located within the building, the location of roadways, walkways, fences and parking areas, all major improvements to the common property, the recreational facilities, equipment and amenities, any equipment to be used for the maintenance of common property, any significant utility installations, major easement areas, retaining walls and other similar significant features, and a Landscaping Plan;
- SCHEDULE "2"** - Outline Specifications;
- SCHEDULE "3"** - The Condominium Plan (if not registered, as proposed);
- SCHEDULE "4"** - The Bylaws of the Corporation (if not registered, as proposed);
- SCHEDULE "5"** - The Management Agreement (if unsigned, as proposed);
- SCHEDULE "6"** - The proposed budget and estimated amount of monthly contributions calculated per square foot in respect of the units in the Development, as determined on a reasonable economic basis;
- SCHEDULE "7"** - Sample Blanket Home Warranty Ltd. program Home Warranty Insurance Policies for; 1. Single Dwelling Unit in a Condominium Residential Building; and 2. Common Property of a Condominium Residential Building, and sample correspondence from Vendor's counsel to be provided to the Purchaser upon exercise of the purchaser's deposit protection program coverage as approved pursuant to Section 14 of the Act; and
- SCHEDULE "8"** - Commercial Solar Lease Agreement (if unsigned, as proposed).

*Purchaser Initials Acknowledging  
Receipt of Disclosure Documents*

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**Provided that** the Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes to any of the foregoing documents provided that the changes will not materially alter or affect the value, amenities or marketability of the property purchased by the Purchaser hereunder as determined by the Vendor acting reasonably and provided further that the Purchaser acknowledges and agrees that the Vendor shall be at liberty to make such changes in any document as may be (and to the extent) required by any mortgagee providing interim or permanent financing for the Project or its mortgage insurer or by any government agency.

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# ADDENDUM "A"

## 9. Termination and Remedies

- (a) In the event that the Purchaser defaults or fails to perform any of the terms and conditions contained in this Purchase Agreement, or assigns this Agreement without the Vendor's consent, the Purchaser's Deposit (including any portion of the Deposit bonded by the Purchaser under the terms of this Agreement) shall immediately be forfeited to the Vendor. Such forfeiture shall not be deemed to be liquidated damages, and shall not preclude further claims by the Vendor against the Purchaser for any and all remedies available at law and at equity, including but not limited to damages arising from the Purchaser's breach and/or specific performance.
- (b) In the event that the Purchaser defaults or fails to perform any of the terms and conditions contained in this Purchase Agreement and the Purchaser's Deposit (including any portion of the Deposit bonded by the Purchaser under the terms of this Agreement) is forfeited to the Vendor, the Vendor's damages arising from the Purchaser's breach shall be deemed to be at least equal to the forfeited Deposit without restricting the right of the Vendor to sue for additional damages and/or specific performance.
- (c) In the event that the Purchaser defaults or fails to perform any of the terms and conditions contained in this Purchase Agreement and the Vendor takes steps to enforce the terms and conditions of this Purchase Agreement, or commences or defends any action for the judicial interpretation, enforcement, termination, cancellation or rescission hereof or for damages for the breach hereof, the Vendor, in the event it is successful in such action, shall be entitled to solicitor and client costs on a full indemnity basis.
- (d) In the event that on or before November 30, 2016, the Vendor has not met its sales test, or has not, on or before July 31, 2017, received a first advance of mortgage proceeds intended for the purpose of construction of the Development, as determined by the Vendor, all on and subject to terms and conditions satisfactory to the Vendor, in its sole and absolute discretion, the Vendor may unilaterally terminate this Purchase Agreement. Upon termination of this Purchase Agreement pursuant to this subclause, the Vendor will return all Deposits to the Purchaser, without interest.
- (e) In the event that the Vendor, in its sole discretion, determines that the Purchaser is behaving in an unreasonable, disruptive or unruly manner either by action or inaction, or that the Vendor cannot meet the expectations of the Purchaser, the Vendor may unilaterally terminate this Purchase Agreement. In the event that the Vendor is unable to perform the scope of work as specified in this Purchase Agreement for reasons beyond the control of the Vendor, the Vendor may terminate this Purchase Agreement. Upon termination of this Purchase Agreement pursuant to this subclause, the Vendor will return all Deposits to the Purchaser, without interest, after deducting any reasonable and necessary expenses incurred by the Vendor prior to cancellation, including, but not limited to, taxes, utilities, interest and other carrying costs.
- (f) In the event that the Vendor defaults or fails to perform any of the terms and conditions contained in this Purchase Agreement, then the Deposit paid by the Purchaser under the terms of this Purchase Agreement, together with any accrued interest thereon, will be paid by the Vendor to the Purchaser and the Purchaser will have no further claim against the Vendor.

## 10. Entire Agreement/Representations

- (a) **The Vendor and the Purchaser acknowledge and agree that this Purchase Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Unit and supercedes any prior agreements, negotiations, or discussions, whether oral or written of either the Vendor or the Purchaser and the parties further covenant and agree that there are no representations, warranties, conditions or collateral contracts, express or implied, statutory or otherwise made by the Vendor or the Purchaser or their agents, employees, servants or representatives or any other person on behalf of the Vendor or the Purchaser other than what is contained in writing in the Purchase Agreement and the disclosure documents referred to in clause 8 hereof. For greater clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations, renderings and/or, marketing materials provided to the Purchaser or made available for viewing do not form a part of this Purchase Agreement. In particular, the Purchaser acknowledges and agrees that the said materials, specifications, details, dimensions and floor plans set out in any of the materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions, municipal, structural, vendor and/or architectural requirements. Particularly, but without limitation of the foregoing, the parties mutually covenant and agree that there is no representation, warranty, collateral agreement, zoning, municipal permit or licence, or condition affecting the Unit or the project other than expressed herein in writing or any written change order signed by both the Vendor and the Purchaser.**
- (b) **The parties further mutually covenant and agree that they will make no attempt to circumvent this clause by alleging tortious representation or misrepresentation or fraud or any form of negligence or alleged tortious behaviour. In the event either party attempts to circumvent this clause, the other party shall be entitled to defend against such proceedings and seek solicitor and client costs from the other party on a full indemnity basis. It is expressly understood and agreed that no further representation, condition, warranty, guarantee, promise, undertaking or obligation, whether made by the Vendor or anyone allegedly acting on behalf of the Vendor shall**

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# ADDENDUM "A"

bind the Vendor unless expressed in writing and signed by the Vendor.

## 11. Representations and Warranties

Without restricting the generality of the provisions of clause 10, the Entire Agreement clause above, the parties further mutually covenant and agree that there is no representation, warranty, guarantee, promise, undertaking or obligation, express or implied, collateral or otherwise, apart from what is expressly agreed to in writing as set forth herein. The parties further mutually covenant and agree that the Purchaser's right of action in respect of an alleged breach of warranty is limited to enforcement of said clause as provided therein and the Purchaser hereby forever releases any potential claim apart from the enforcement of the contractual provisions in respect of said warranties as provided therein. Without restricting the generality of the foregoing, the Purchaser gives up any claim in respect of alleged negligence or tortious breach of duty and covenants and agrees that his rights are as fully set forth in this Purchase Agreement. In the event the Purchaser attempts to circumvent the requirements of this clause by commencing action against the Vendor other than to enforce the terms of this Agreement, then in such event the Purchaser agrees that the Vendor may rely on this clause and the Purchaser will be responsible for all solicitor and client costs on a full indemnity basis in respect of said proceedings.

## 12. Construction

- (a) The Purchaser is aware area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Unit is as shown on the proposed condominium plan (the "**Proposed Plan**") forming part of the disclosure documents. The Vendor may make alterations to the features and layout of the Unit which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, boundary lines and location of the units in the Development are set out in the Proposed Plan. The actual size, dimensions and/or configuration of the units, parking, balconies, patios and/or other common property as set forth in the final condominium plan (the "**Final Condominium Plan**") for the Development may vary from what is depicted on the Proposed Plan. The areas and dimensions of the units in the Development set out in the marketing materials referred to in clause 8 hereof are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the units (including the Unit) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the units, parking, balconies, patios and/or other common property in the Proposed Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Condominium Plan, the Final Condominium Plan will prevail.
- (b) The Purchaser shall not enter onto the Unit or any common property, other than the Vendor's sales office, without the Vendor's express permission. The Purchaser hereby releases the Vendor, its servants and agents from all liability or claims whatsoever for personal injury or property damage to the Purchaser or anyone accompanying or sent or invited by the Purchaser (hereinafter called a "**Trespasser**") resulting from their entry onto the Unit or any common property without permission whether arising from the negligence of the Vendor or otherwise. The Purchaser hereby further agrees to indemnify and hold harmless the Vendor from and against any and all actions, causes of action, suits, proceedings, fines, costs (including legal costs on a solicitor and client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry onto the Unit or the common property without permission and, in particular, without limiting the generality of the foregoing, agrees to reimburse the Vendor, forthwith, for any fines or penalties imposed upon the Vendor by the municipality or by any other governmental or other authority, as a consequence of the said unauthorized entry.

## 13. Unit Inspection and Warranty

- (a) The Vendor confirms to the Purchaser that it will obtain or cause to be obtained coverage with respect to home warranty insurance for the Development with a warranty provider in accordance with the requirements of the *New Home Buyer Protection Act*, S.A. 2012, c. N-3.2 in respect of the following:
  - (i) One (1) year coverage for defects in materials and labour (Unit and Common Property);
  - (ii) Two (2) years coverage for defects in materials and labour related to delivery and distribution systems (which include plumbing, gas, heating, electrical and air conditioning systems to which the *Safety Codes Act*, R.S.A. 2000, c. S-1 applies) (Unit and Common Property);
  - (iii) Five (5) years coverage for defects in the building envelope (Common Property) (a warranty provider must offer the option to purchase two years of additional coverage for defects in the building envelope); and
  - (iv) Ten (10) years coverage for structural defects (Common Property).

All protections are subject to the terms, conditions, limits and exclusions to the insurance policy.

- (b) The Vendor agrees to give the Purchaser at least three (3) days' notice of an inspection of the Unit to take place prior to the Closing Date to verify that the Unit has been substantially completed. In the event of any items being incomplete at that time, they will be listed on an inspection sheet. Except as to the items specifically listed on such sheet, the Purchaser shall

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## ADDENDUM "A"

be conclusively deemed to have accepted the Unit **provided however** that such acceptance shall not in any way affect the Blanket Home Warranty Ltd. warranty to be given by the Vendor, which unit warranty shall run from the date the Purchaser takes possession of the Unit. The Purchaser may at his option forfeit this inspection and in such case will be deemed to be satisfied with and to have accepted the physical condition of the Unit (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings) on the Closing Date. The Purchaser covenants and agrees to complete the purchase of the Unit on the Closing Date on the terms and conditions herein contained notwithstanding that the deficiencies may be rectified subsequent to the Closing Date. The Purchaser will not be allowed to have access to the Unit except for this inspection prior to the Closing Date. No holdback will be made on closing in respect of the deficiencies or other deficiencies.

- (c) The Purchaser acknowledges and agrees that there is no warranty offered by the Vendor, except as expressly provided by the Blanket Home Warranty Ltd. program. The Vendor shall have no liability for any defect or deficiency not covered by the Blanket Home Warranty Ltd. program or that would not be covered due to the limitations and conditions on coverage under such program. Neither the Purchaser nor the Condominium Corporation will be entitled to any remedy against the Vendor except for a claim covered by the Blanket Home Warranty Ltd. program and then subject to the limitations, restrictions, and conditions therein.
- (d) If any dispute arises between the Vendor and the Purchaser with respect to construction deficiencies related to the Unit, the dispute shall be settled in accordance with the rules, if any, adopted by the Blanket Home Warranty Ltd. program. If the dispute is not resolved through the foregoing mechanism, then the parties shall:
  - (i) first attend at mediation or a similar method of alternative dispute resolution in an attempt to encourage settlement, and the parties shall act in good faith in the dispute resolution process; and
  - (ii) should alternative dispute resolution not be successful, the parties shall refer the matter to binding arbitration which shall be conducted in accordance with the provisions of the *Arbitration Act*, R.S.A. 2000, c. A-43, and amendments thereto. If the parties are unable to agree as to an arbitrator, the matter of appointing an arbitrator shall be submitted to a Justice of the Court of Queen's Bench of Alberta for determination.

### 14. Costs

The Purchaser will pay all costs in connection with the sale and purchase of the Unit (including GST required to be paid by the Purchaser in connection with the purchase and sale of the Unit and the equipment and appliances included with the Unit) other than the costs of the Vendor incurred in clearing title to the Unit. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price does not include GST and that, if and to the extent required under Part IX of the *Excise Tax Act*, R.S.C 1985, c. E-15, the Purchaser will remit to the Vendor on the Completion Date any GST that may be eligible under Part IX of the *Excise Tax Act* in respect of the transaction contemplated herein, and the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Revenue Agency ("CRA") in accordance with its obligations under Part IX of the *Excise Tax Act*. Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

### 15. Purchaser Caveat Restriction

The Purchaser agrees not to register a purchaser's caveat with respect to any interest in land created by this Purchase Agreement. The Purchaser acknowledges and agrees that this Purchase Agreement is subordinate to and postponed to any mortgage arranged by the Vendor and any advances thereunder from time to time. The Purchaser further acknowledges that registration of a Caveat or other instrument respecting this Purchase Agreement or any secondary financing may delay registration of the Condominium Plan and affect construction of the Development and interim mortgage advances and the Purchaser therefore covenants that he or she will not register such a Caveat or instrument against the title to all or any portion of the land comprising the Unit.

### 16. Title, Encumbrances, Lease of Common Property, and Bylaws

- (a) The Unit is sold subject to the Act and the implied easements thereunder, any gas company caveats, any City of Calgary private or other Utility Rights of Way and any other registered or to be registered caveats, private easements, normal City of Calgary development condition charges and encumbrances and any other easements in favour of utility companies or public authorities and any Purchaser's mortgage to be registered against title and any other charges or encumbrances the source of which is attributable to the Purchaser. The Vendor will, at its expense within a reasonable period of time after the Closing Date and after receipt and release of the full sale proceeds, cause any of its mortgage encumbrances to be discharged insofar as they are registered against title to the Unit.
- (b) The Purchaser acknowledges that he is fully aware of the permitted and conditional uses of the Unit and real property within

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# ADDENDUM "A"

the surrounding area under the Land Use Bylaws of the City of Calgary and all applicable statutes, rules and regulations of any competent authority and agrees to accept the Unit subject to the risks incidental to such uses. The Purchaser further acknowledges that he is acquainted with the duties and obligations of an owner of a unit and the Purchaser understands that upon registration of the Condominium Plan a condominium corporation will be created and the Purchaser will be a member of such Corporation subject to all the benefits and obligations inherent in such membership. The Purchaser agrees to be bound by the Bylaws set forth in the Act or any Bylaws duly brought into force in substitution and replacement therefor. The Vendor agrees to register substitutional or replacement Bylaws which shall be substantially in the form annexed hereto as Schedule "4". During the term of any Interim Occupancy under clause 1 hereof, the Purchaser agrees with the Vendor to comply with the provisions of the Schedule "4" Bylaws relating to the use and occupation of units and the common property.

- (c) The Purchaser further acknowledges that he is fully aware of the proposed Commercial Solar Lease Agreement disclosed at Schedule "8", and that upon registration of the Condominium Plan, the Vendor intends to cause a special resolution to be passed directing the condominium corporation to execute the proposed Commercial Solar Lease Agreement (or similar solar lease agreement) providing for financing and installation of a solar energy system over and related to the common property and the Development (as disclosed in Schedule "1") with Enmax or an equivalent alternative energy financier. The Purchaser acknowledges that there will be applicable use restrictions, payments, benefits, covenants and conditions related to the proposed Commercial Solar Lease Agreement, agrees to accept the Unit subject to the terms and conditions contained therein, and agrees to be bound thereto. The general proposed terms of the solar lease and financing agreement are that the Vendor shall make the initial payment for the purchase and installation of a 52.5 kilowatt solar array on the roof of the building, with the remainder of the purchase price of \$76,742.00 to be paid by the owners over the course of a 15 amortization term, with an end of term payment of \$6,462.00 (all of which are subject to revision and change). The execution and delivery of the proposed Commercial Solar Lease Agreement is anticipated to result in energy production sufficient to offset energy use and costs by approximately \$510.00 per month, all of which is in accordance with the proposed budget at Schedule "6" hereto, which estimated amount is subject to change. The Purchaser further directs the Vendor to enter into and become a party to the proposed (or a similar) Commercial Solar Lease Agreement on behalf of the Corporation, and the Vendor agrees to enter into and become a party to the Commercial Solar Lease Agreement, or a similar one, in so far as is feasible, at its sole discretion.

## 17. Residential Dwelling Damage

The Unit shall be at the risk of the Vendor until title is conveyed to the Purchaser and in the event of substantial or total loss or damage to the Unit or the Development occurring before such time by reason of fire, lightning, tempest, earthquake, flood, riot, civil commotion, insurrection or other acts of God, either the Vendor or the Purchaser may, at his 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, the Vendor agrees to restore and complete the Unit as soon as reasonably possible and any interim occupancy fees payable by the Purchaser to the Vendor, if the Purchaser cannot occupy the Unit, shall be abated accordingly. All proceeds of any insurance policies in force shall belong to the Vendor. The Unit shall be at the risk of the Purchaser after title is conveyed to the Purchaser.

## 18. Assignment

The Purchaser may assign his interest in the Unit or in this Agreement or direct the transfer of the Unit to any other or additional party with the written consent of the Vendor, but, unless the Vendor consents to such assignment, the Vendor will not be required to convey the Unit to anyone other than the Purchaser named herein, and the sale or assignment of this Agreement shall trigger an option for the Vendor to terminate this Agreement. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Unit or this Agreement or directs the transfer of the Unit to any other party, the Purchaser will pay to the Vendor a handling charge in the amount of 1.5% of the total Purchase Price plus GST to compensate the Vendor for legal, administrative and handling costs in connection with such assignment or direction, except that such handling charge will be reduced to \$100.00 plus GST if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his obligations hereunder but will continue to remain liable to perform all obligations of the Purchaser under this Agreement. The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Unit or assignment of this Agreement by the Purchaser before the Closing Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

## 19. Successors & Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.

## 20. Marketing Program

The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Unit by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience

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# ADDENDUM "A"

to the use and enjoyment of the Unit. The Purchaser will not impede or interfere with the Vendor's completion of construction of other units, the common property or the Development. The Purchaser acknowledges that the Vendor may retain units in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any units in the Development, the Vendor may carry out marketing, promotional and sales activities within any part of the common property of the Development or units owned or leased by the Vendor, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold units. In addition, the Vendor may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities.

## 21. Governing Law

This Offer to Sell and the Purchase Agreement which will result from its acceptance shall be exclusively governed by and construed in accordance with the laws of the Province of Alberta and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

## 22. Headings and Interpretation

The headings throughout this Purchase Agreement are inserted for convenience or reference only and shall not affect the construction of or be used in the interpretation of this Purchase Agreement or any provisions thereof. This Purchase Agreement is to be read with all changes of number or gender required by the context.

## 23. Contractual Rights

If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to each other such party.

## 24. Severability

The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part hereof.

## 25. Time of the Essence

Time shall be of the essence in this Purchase Agreement.

## 26. Residency of Vendor

Where so indicated on Page 1 of this Purchase Agreement, the Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985, c.1 (5<sup>th</sup> Supp.).

## 27. Notices and Tender

Any notice or waiver to be given to a party hereto shall be in writing and signed by or on behalf of such party and shall be given to the other party by delivery thereto, or by sending by prepaid registered mail, facsimile or email to the address, facsimile number or email address (if any) of the other as hereinbefore set forth or to such other address, facsimile number or email address of which notice is given, and any notice or waiver shall not have been sufficiently given until it is received or deemed to have been received. Any such notice or waiver shall be deemed to have been received on the day delivered, if delivered; on the second business day following the mailing thereof, if sent by registered mail; and on the next business day following the transmittal thereof, if sent by facsimile or email. For the purposes of this Purchase Agreement "business day" shall exclude Saturday, Sunday and Statutory Holidays. Any tendered documents or monies hereunder, or any notice, waiver, or communication, or approval or other document permitted or contemplated hereunder, or the variation of any time provisions hereof, may be given or made by the Vendor or the Purchaser or the Vendor's Solicitors or Purchaser's Solicitors, respectively, upon, to or with the solicitors acting for the party on, or to whom tender or delivery is desired. All monies to be tendered to the Vendor or the Vendor's solicitors shall be made by certified cheque or bank draft drawn on a bank authorized to do business in Canada.

## 28. Personal Information

The collection, use and disclosure of personal information is controlled and protected provincially by the *Personal Information Protection Act*, S.A. 2003, c. P-6.5 and federally by the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5. The Vendor respects your rights regarding the protection of your personal information. By entering into this Purchase Agreement, it is necessary for the Vendor collect personal information about you. This information includes but is not limited to:

- (a) name, address, telephone number, fax number and e-mail address;

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## ADDENDUM "A"

- (b) municipal and legal descriptions for the Unit;
- (c) the Purchase Agreement for the Unit including financial information, all plans, specifications, agreements, change orders, condominium disclosure documents or any other information related to the purchase of the Unit;
- (d) information about any remedial or other service work done to the Unit;
- (e) any information about a request for assistance or warranty claim about the Unit including information provided to a warranty provider;
- (f) insurance information;
- (g) information provided to or received from third party contractors, suppliers, consultants and lawyers who provide work or services to you or us with respect to the Unit; and
- (h) information from or to the condominium corporation for the Unit.

The Vendor uses a service provider outside of Canada, egypte, to collect and store your personal information on its behalf.

Some of the above information may be provided to our agents, suppliers and trades for all purposes consistent with the transaction contemplated herein, including:

- (i) to complete the transaction contemplated by this Purchase Agreement;
- (j) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;
- (k) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects; and
- (l) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of any of the foregoing purposes.

These people have agreed to protect any personal information provided to them and to use it only for the purpose of fulfilling their responsibilities arising from this Purchase Agreement.

We will comply with our Privacy Policy. For more information about our Privacy Policy please contact the Vendor, Attention: Troy Abromaitis.

The Purchaser consents to the collection, storage use and disclosure of the Purchaser's personal information by the Vendor for the purposes and in the manner set out above and in our Privacy Policy.

### 29. **Commercial Electronic Messages**

The Purchaser consents to receiving commercial electronic messages ("CEMs") from the Seller (including its subsidiaries and affiliates) and its trusted third parties, addressed to the e-mail address provided on the first page hereof (and any revisions to such e-mail address as notified by the Purchaser), for the following purposes:

- (a) to respond to the Purchaser's requests for product or service information;
- (b) to enable other service providers (with whom the Seller shares the Purchaser's personal information) to send CEMs such as warranty providers, insurance companies, banking institutions, credit institutions, customer survey and research providers, and trades and contractors who perform various functions to assist in the Seller's delivery of services to the Purchaser;
- (c) to promote products, services and contests of the Seller (including its subsidiaries and affiliates) which the Seller believes will be of interest to the Purchaser;
- (d) to enable trusted third parties to inform the Purchaser of products and services that they offer and that the Seller believes may be of interest to the Purchaser; and
- (e) to distribute newsletters and other informational e-mail communications to the Purchaser.

If the Purchaser wishes to withdraw its consent for one or more purposes, the Seller may be notified in writing at:

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**BUCCI BRIDGELAND PROJECT LTD.**

#202 - 1669 West 3rd Avenue, Vancouver BC V6J 1K1

Tel: (604) 688 7011

Fax: (604) 688 7215

Or the Purchaser may send an e-mail to the Seller at homes@bucci.com with the word UNSUBSCRIBE in the subject or the body of the e-mail, indicating for which purpose(s) the Purchaser wishes to withdraw its consent.

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Initials

**30. Further Assurances**

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 intent and meaning of this Purchase Agreement.

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Initial Initial Initial