



"THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN TEN (10) DAYS OF ITS EXECUTION BY THE PARTIES TO IT UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 9 (WHICH IS NOW 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"

KINGSVIEW PLAZA CONDOMINIUM PROJECT

OFFER TO PURCHASE AND REAL ESTATE PURCHASE CONTRACT

TO: **1234952 ALBERTA INC.**
A division of PRISM DEVELOPMENTS INC.
144 California Place N.E.
Calgary, Alberta
T1Y 6S8
Telephone: (403) 870 - 6970
Fax: (403) 539 - 9090
Attention: Ali Ghani
(the "Vendor")

Offer Made By: _____ or Nominee
(Name for title registration purposes)

Address

City, Province

Postal Code

Telephone(s)

Fax(s)

(the "Purchaser")

Vendor _____

Purchaser _____

OFFER

The Purchaser hereby offers, and upon acceptance by the Vendor, agrees to purchase from the Vendor, Unit No. _____, Condominium Plan No. _____ (or as shown on the proposed Condominium Plan in Schedule "C" hereto) (the "Unit"), also known as the KINGSVIEW PLAZA Condominium Project (the "Project"), the Unit being designated with a municipal address of #_____, 2914 Kingsview Boulevard, Airdrie, Alberta, together with an undivided _____ ten thousandth (10,000) shares in the common property ("Unit Factor") for the Unit which shares are deemed to be included in the term "the Unit" all in the manner and on the terms and conditions herein set forth for the price of \$_____ (the "Purchase Price") payable as follows:

- a) \$ _____ by cash or cheque with this Offer, as the first, partial deposit
- b) \$ _____ as an additional deposit upon removal of any Purchaser Conditions (as hereinafter set forth) or acceptance of this Offer by the Vendor whichever shall last occur
- c) \$ _____ by _____
- d) \$ _____ (more or less) on or before the Closing Date as hereinafter defined
- e) \$ _____ by the proceeds of a Mortgage (if any) pursuant to Clause 2 hereof
- f) \$ _____ **Purchase Price SUBJECT TO the usual adjustments and the additional adjustments set forth herein upon or after final closing**
- g) \$ _____ Plus Goods and Services Tax @ 6%
- \$ _____ **TOTAL PURCHASE PRICE**

- h) If the Purchaser is a GST registrant under the *Excise Tax Act* (Canada) and maintains its status as such during the currency of this Agreement, it may provide a Statutory Declaration to the Vendor in lieu of payment of GST Tax as noted above, which Statutory Declaration shall disclose the GST registration number of

Vendor _____ Purchaser _____

the Purchaser, and shall undertake to make any required filings, reports and payments in respect of any GST Tax assessable in respect of this transaction.

ACCEPTANCE OF THIS OFFER BY THE VENDOR SHALL CONSTITUTE AN AGREEMENT OF SALE AND PURCHASE BETWEEN THE PARTIES SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH:

CONDITIONS PRECEDENT:

- a) THIS AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS: and the parties agree that the Vendor may cancel this Agreement if, by the dates respectively noted for the fulfilment or waiver of each such condition, the Vendor has not been notified in writing signed by the Purchaser of such fulfilment or waiver:

Please refer to Schedule "G"

TERMS PRECEDENT:

- b) THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS:

1. Deposits, Extras and Options

- a) The Vendor represents that the deposits or payments held or to be held by it shall be placed in trust for and disbursed in accordance with the requirements of Section 14 of *The Condominium Property Act*, R.S.A. 2000, Chapter C-22 (the "Act") and this paragraph. It is understood and agreed by the parties that extras and options payments, payments for occupancy license fees, common expenses 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) 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 possession date to the day he receives the title document or the day the

Vendor _____ Purchaser _____

document is registered at the Land Titles Office shall be applied against the Purchase Price;

- c) The Purchase Price includes the items, options or extras presently installed in the Unit. 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 money paid by the Purchaser under this Agreement and will be releaseable to the Vendor immediately upon payment;

2. Transfer and Mortgage Financing

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;
- b) if a new Mortgage, as arranged by the Purchaser, is contemplated in paragraph (e) on the second page hereof, 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;
- c) this Agreement shall be conditional upon the Purchaser arranging the new Mortgage (as described in (b) above) on or before the expiry of ten (10) business days of the acceptance of this Offer by the Vendor, failing which this Agreement shall terminate and all monies hereunder paid by the Purchaser to the Vendor shall be refunded;
- d) the Purchaser agrees to irrevocably assign the proceeds of such Mortgage to the Vendor to secure payment of the Purchase Price;
- e) if the net proceeds of the Mortgage are less than the sum agreed to be assigned to the Vendor hereunder, the Purchaser shall forthwith on demand pay to the Vendor the amount necessary to make up such deficiency;
- f) in the event at the Closing Date (as hereinafter defined) there remains

Vendor _____ Purchaser _____

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 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. Should the Vendor not receive the full purchase monies together with any interest thereon within thirty (30) 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;

- g) subject to (f) above, in the event that the total purchase proceeds (including Mortgage proceeds) are not advanced and released to the Vendor on the Closing Date (as hereinafter defined), for any reason whatsoever, the Purchaser shall pay interest to the Vendor upon such amount not released to the Vendor, until paid and released to the Vendor, at the rate of twelve (12%) per cent per annum, and
- h) notwithstanding (f) and (g) above, if the Vendor has not received all monies due and owing to the Vendor herein on the Closing Date (as hereinafter defined), or, in the case of Mortgage funding delay pursuant to subparagraph (f) above, within seven (7) days of the date when such funds are generally releaseable, the Vendor shall be at liberty to consider the Purchaser in default and terminate this Agreement in consequence of such default, in which event all monies paid by the Purchaser to the Vendor shall be subject to forfeiture.

3. Construction and Occupancy

Subject to any reasonable changes or variations as are required by the Vendor, the Unit will be constructed and substantially completed by the Vendor not later than _____ (the "Occupancy Date") provided that:

- a) included in the Unit, at no extra cost to the Purchaser, shall be certain extras included in the general description of the Unit;

Vendor _____ Purchaser _____

- b) the Vendor shall be responsible for securing all requisite permits and approvals to construct the Unit and shall carry out construction in a good and workmanlike manner in compliance with applicable building codes, standards, restrictions, regulations, By-laws and requirements and in reasonable conformity with the drawings and specifications for the Unit deposited at the office of the Vendor. The interior and exterior finishing of the Unit and the common property shall be completed substantially in accordance with the description attached as Schedule "D" and the Purchaser acknowledges that, prior to the signing of this Agreement, the Unit and common property drawings and specifications and elevations have been examined by the Purchaser and approved by him. The Vendor agrees to provide and pay for all utility lines to service the Project and the Unit as required by the City of Airdrie;
- c) the Vendor shall be at liberty to modify the specifications and materials in construction if such modification will not adversely or materially change the value, amenities or appearance of the Unit, as determined by the Vendor acting reasonably;
- d) notwithstanding the scheduled Occupancy Date, the Vendor shall be at liberty to shorten or extend or postpone the Occupancy Date (upon twenty (20) days written notice to the Purchaser) to another date so specified by the Vendor;
- e) if the Vendor is delayed in obtaining an Occupancy Permit (or any such equivalent approval) for the Unit or, if for any reason beyond the Vendor's reasonable control (and not for financial reasons), the Vendor is not able to substantially complete the Unit by the Occupancy Date or the extended date under subclause (e) hereof, the Vendor shall be at liberty to extend or postpone the Occupancy Date for such reasonable period to allow the Vendor to obtain such Permit or approval or substantially complete the Unit;
- f) 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 Occupancy 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 be conclusively deemed to have accepted the Unit;
- g) the Purchaser covenants to take possession of the Unit on the Occupancy Date provided the interior thereof is substantially completed even though the Condominium Plan is not registered, all exterior work on the Unit, the common property, the landscaping, the fencing and exterior lighting may not at such time be fully completed and other seasonal deficiencies may

Vendor _____ Purchaser _____

be outstanding. The Vendor agrees to complete any outstanding work related to the Unit and the applicable common property unit within a reasonable time having regard to weather conditions and availability of supplies and labour;

- h) 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 applicable common property unit 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 applicable common property unit;
- i) the Purchaser shall not enter onto the Unit or any common property other than the Vendor's construction 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 his own client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry onto the Unit or any 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.

4. Closing Date

The Closing Date shall occur on the **Occupancy Date**, at which time 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 as deposits in trust pursuant to S. 14 of the Act, and closing for the purposes of conveyance of title shall occur within five (5) days after title is so available.

5. Adjustments and Payments

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:

Vendor _____ Purchaser _____

- a) any unpaid for extras and additions pursuant to Clause 1 (c) hereof;
- b) 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. From 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;
- c) any contributions prepaid or owing for administrative expenses (as defined in Section 39 of the Act);
- d) the 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
- e) the Purchaser shall pay to the Vendor interest at the rate of twelve (12%) per cent per annum on any deposits or other payments due 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.

6. Possession by Purchaser

- a) The Vendor shall give written confirmation of the Occupancy Date to the Purchaser not less than thirty (30) days prior to the Occupancy Date;
- b) 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;
- c) While the Vendor agrees to proceed with all due diligence to legally bring the Project 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 in and subject to the Act. If, on the Occupancy Date, the title to the Unit is not available for transfer to the Purchaser, the Purchaser shall be entitled to possession of the Unit upon the Purchaser:
 - i) paying to the Vendor all monies due the Vendor hereunder (excepting only the Purchaser's Mortgage proceeds);

Vendor _____ Purchaser _____

- ii) executing and delivering to the Vendor, the Vendor's form of Interim Occupancy Agreement; and
- iii) otherwise complying with all other provisions of this Agreement;
- d) Although the Purchaser shall be entitled to possession of the Unit on the Occupancy Date, it is agreed that, if title to the Unit cannot then be conveyed, the Vendor shall comply with Section 14 of the Act, provided that on and from possession 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.

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 By-laws 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. The Purchaser is also aware and agrees with the Vendor:

- a) That the Vendor may extend or modify the Condominium Plan comprising the Unit and/or other units in the Project to provide for either additional or fewer units and that, provided the Purchaser's ownership, value or marketability of the Unit is not substantially adversely affected thereby, the Purchaser agrees to such extensions or modifications or, if any of the said Plans are already registered, agrees to resolutions of the Corporation for application to the Court for that purpose;
- b) That the Vendor estimates the initial amount of the monthly common expenses contribution for the Unit to be \$_____, which sum is an estimate only and is subject to change by the Corporation or by its Board of Directors. The said contribution comprises the Purchaser's proportionate share of the estimated monthly property and management expenses of the Project and is determined in accordance with the By-laws. Any estimated budget which is presented to the Purchaser is for informational purposes only;
- c) That the Vendor will have the right to arrange for management of the condominium project on fundamentally those terms and conditions as set out in the management agreement referred to in Clause 8 (Schedule "E") and the Purchaser acknowledges that management costs for the Project shall be included in common expenses; and

Vendor _____ Purchaser _____

- d) That the Vendor shall be maintaining and operating show units in the Project and any By-law which might restrict the Vendor in this respect, if any, is hereby waived by the Purchaser.

8. Disclosure

The Purchaser acknowledges that the Unit is or will be a unit in a condominium project 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 Agreement and copies of the following:

- SCHEDULE "A" - The Site Plan and Landscaping Plan of the Project being a drawing showing the location of roadways, walkways, fences, parking areas and recreational facilities (if any) and landscaping;
- SCHEDULE "B" - The Proposed By-laws of the Condominium Corporation;
- SCHEDULE "C" - The Condominium Plan for the Unit (if not registered, as proposed);
- SCHEDULE "D" - The Construction Specifications - A description showing the interior finishing of and all major improvements to the common property located within the building and the exterior finishing of the building;
- SCHEDULE "E" - The Management Agreement (Proposed, if unsigned);
- SCHEDULE "F" - The Proposed Budget and the estimated amount of the monthly contributions in respect of each Unit in the Project;
- SCHEDULE "G" - The Buyer's Conditions
- SCHEDULE "H" - The Buyer's Financing Condition

PROVIDED THAT the Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes to any of the foregoing documents if the changes will not materially alter or affect the value, amenities, appearance 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

Vendor _____ Purchaser _____

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. The Vendor represents there are no significant utility installations, major easement areas, retaining walls and other significant features except as identified on the Site Plan and the Landscaping Plan.

9. Entire Agreement

The Parties confirm that this Agreement and the annexed Schedules constitute the entire agreement and that there are no further or other conditions, representations, warranties, undertakings, guarantees, promises or agreements either expressed or implied either by law or custom save those mentioned in this Agreement and the annexed Schedules, and that no oral or written agreements, representations, promises or any warranty made by any person shall be binding upon the Vendor unless made in writing and signed on behalf of the Vendor by its duly authorized officers.

10. Termination

- a) The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement upon written notice to that effect to the Purchaser in the following circumstances:
 - i) If, where the Purchaser is arranging a Mortgage, the Purchaser is not, within the prescribed time, approved by the Mortgagee for the Mortgage as set forth in Clause 2 hereof;
 - ii) If the Purchaser makes an assignment of this Agreement without first obtaining the consent of the Vendor;
 - iii) If the Purchaser become insolvent or bankrupt;
 - iv) If the Purchaser fails to deliver any of the deposits or other payments provided for herein within the time prescribed for payment thereof;
 - v) If the Purchaser fails to comply with any of the terms of this Agreement or shall fail to complete or execute or deliver any document or instrument herein required or provided for;

- b) The Purchaser may terminate this Agreement upon written notice to that effect to the Vendor in the following circumstances:
 - i) If the Vendor fails to deliver possession of the Unit within six (6) months of the "Occupancy Date";

Vendor _____ Purchaser _____

- ii) If the Vendor is unable to provide the Purchaser with a registerable Transfer of Land to the Unit by December 31, 2007;
- c) In the event this Agreement is terminated by the Vendor or Purchaser pursuant to this Clause, the Purchaser will vacate the Unit within fifteen (15) days of the date of notice of termination;
- d) If the Purchaser cancels or in any way attempts to terminate this Agreement other than in accordance with the terms hereof, then, without limitation or prejudice to any of the rights of the Vendor hereunder or at law, any and all deposits paid by the Purchaser hereunder shall, at the option of the Vendor, be absolutely forfeited to the Vendor as liquidated damages;
- e) 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, the source of which is attributable to the Purchaser, or the cost of any extras, options, modifications or improvements requested by the Purchaser;
- f) If this Agreement is terminated by either party, the Vendor shall promptly inspect the Unit and if, in the opinion of the Vendor, any repair thereto is required to restore the Unit to its condition at the Occupancy Date, the same may be effected by the Vendor at the sole cost of the Purchaser and the Vendor may deduct the cost thereof from the deposit monies of the Purchaser held by the Vendor and/or demand payment of such cost from the Purchaser;
- g) Any common expenses or condominium contributions paid by the Purchaser hereunder are not refundable in the event of termination; and
- h) If the Purchaser defaults hereunder and the Vendor commences 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 costs on a solicitor and his own client basis.

11. Unit Factor

The unit factor for the Unit is _____. The unit factors for all units have been apportioned and computed substantially on the basis of the square footage of each unit in proportion to the square footage of all units in the project.

Minor adjustments may have been made to the unit factors for all of the units as may be necessary to make the unit factors for all the units, total 10,000 as required by

Vendor _____ Purchaser _____

law.

12. 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 Agreement.

13. Notices

All notices required herein shall be in writing and shall be delivered or mailed to the Purchaser at the address of the Unit, if the Purchaser has taken possession, or at the Purchaser's address shown on the first page of this Agreement if the Purchaser has not taken possession, and to the Vendor at its address as shown on the first page hereof and any notices shall be deemed to be received upon the date of delivery or on the fourth day following their deposit, postage prepaid, at a post office or postal box in the Province of Alberta.

14. Time

This offer shall be open for acceptance by the Vendor in writing until 5:00 o'clock p.m., on the fifth business day following the date hereof. Time shall be of the essence.

15. Discharge of Existing Mortgages

Title to the Unit on the Closing Date, or within a reasonable time thereafter, will be clear of any mortgages and financial charges the source of which is attributable to the Vendor. All costs of discharging any such existing mortgages or other financial charges are to be borne by the Vendor.

16. Purchaser Caveat Restriction

The Purchaser acknowledges and agrees that this Agreement is subordinate to and postponed to any construction 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 Agreement or any secondary financing may delay registration of the Condominium Plan and affect construction of the Project and interim mortgage advances and the Purchaser therefore covenants that it will not register such a Caveat or instrument against the title to all or any portion of the land comprising the Unit.

17. Title, Encumbrances and By-laws

- a) The Unit is sold subject to the *Condominium Property Act* of Alberta, as amended, and the implied easements thereunder, any Gas Company

Vendor _____ Purchaser _____

Caveats, any City of Airdrie, private or other Utility Rights of Way and any other registered or to be registered caveats, private easements, normal City of Airdrie 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, 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 it is fully aware of the permitted and conditional uses of the Unit and real property within the surrounding area under the Land Use By-laws of the City of Airdrie 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 it is acquainted with the duties and obligations of an owner of a unit and the Purchaser understands that the Purchaser will be a member of the Condominium Corporation subject to all the benefits and obligations inherent in such membership. The Purchaser agrees to be bound by the By-laws annexed as Schedule "B" hereto. During the term of any Interim Occupancy Agreement under Clause 6 hereof, the Purchaser agrees with the Vendor to comply with the provisions of the Schedule "B" By-laws relating to the use and occupation of units and the common property.

18. Display Units

The Purchaser agrees that notwithstanding the provisions of the By-laws of the Project, the Vendor shall have the right to maintain and use a unit or units and a portion of any common property 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 common property units 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.

19. Unit 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 Project 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 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, the

Vendor _____ Purchaser _____

Vendor agrees to restore and complete the Unit as soon as reasonably possible and any interim occupancy fees payable by the Purchaser pursuant to Clause 7 shall, if the Purchaser cannot occupy the Unit, 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.

20. Recreational and Other Amenities

It is acknowledged by the Purchaser that there are no recreational facilities, equipment and other amenities to be used by residents of the Project. There is no equipment to be provided by the Vendor to be used for the maintenance of the common property.

21. Assignment Restriction and Enurement

This Agreement shall not be sold or assigned by the Purchaser before final closing without the prior consent of the Vendor which consent may be arbitrarily withheld. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

22. Force Majeure

The Vendor shall not be or be deemed to be in default hereunder for any delay due to strikes, acts of God, or other force majeure or any cause whatsoever beyond the Vendor's control.

23. Non-Merger

All the covenants and obligations contained in this Agreement to be performed or observed by the Purchaser shall in no way merge with the Transfer of the Unit hereunder and shall in all respects remain in full force and effect notwithstanding conveyance of the Unit to the Purchaser and the payment of the Purchase Price.

24. Applicable Law

This Offer and any contract constituted on acceptance hereof shall be governed under and by the laws of the Province of Alberta.

25. Headings

The headings throughout this Offer to Purchase are inserted for convenience or reference only and shall not affect the construction of or be used in the interpretation of this Offer to Purchase or any provision thereof.

26. Singular - Plural

Vendor _____ Purchaser _____

- a) This Offer and any Agreement constituted by its acceptance by the Vendor is to be read with all changes of number or gender required by the context; and,
- b) Where this Offer is executed by more than one person or party as Purchaser, all covenants, conditions and agreements herein contained shall be construed and taken as against all executing Purchasers as joint and several.

27. Privacy Consent

The collection, use and disclosure of personal information is controlled and protected provincially the *Personal information Protection Act* and federally by the *Personal Information Protection and Electronic Documents Act*. The Vendor respects your rights regarding the protection of your personal information.

By entering into this Agreement, it is necessary for the Vendor collect personal information from you. This information includes but is not limited to:

- a) name, address, telephone number, fax number and e-mail address;
- b) name, address, telephone number, fax number and e-mail address;
- c) municipal and legal descriptions for the Unit;
- d) 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;
- e) 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;
- f) information about any remedial or other service work done to the Unit;
- g) insurance information;
- h) 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;
- i) information from or to the condominium corporation for the Unit.

Vendor _____ Purchaser _____

Some of the above information may be provided to our agents, suppliers and trades for the purpose of building the Unit. These people have agreed in writing to protect any personal information provided to them and to use it only for the purpose of fulfilling their responsibilities arising from this Agreement.

We will comply with our Privacy Policy. For more information about our Privacy Policy please contact the Vendor, Attention: Ali Ghani, 144 California Place NE, Calgary, Alberta T1Y 6S8. Phone: (403) 870 - 6970.

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

IF THIS OFFER IS NOT ACCEPTED, THE DEPOSIT SHALL BE FORTHWITH REFUNDED TO THE PURCHASER, WITHOUT DEDUCTION OR INTEREST, PROVIDED HOWEVER, if this Offer is accepted and the Purchaser fails to comply with the terms as hereinbefore agreed, any deposits shall be subsequently forfeited as liquidated damages and this Agreement shall be terminated at the Vendor's option but without affecting the Vendor's right to damages.

DATED at Airdrie / Calgary, Alberta, this _____ day of _____, 200__.

SIGNED in the presence of:

(Purchaser's Signature)

Witness

(Purchaser's Printed Name)

Vendor _____ Purchaser _____

ACCEPTANCE

The Vendor hereby accepts the foregoing Offer. The Vendor agrees to duly complete the sale on the terms and conditions of the Offer. Should the Vendor fail to do so, the Purchaser may cancel the Agreement and withdraw his deposit.

DATED at Airdrie / Calgary, Alberta, this _____ day of _____, 200____.

**1234952 ALBERTA INC.
A division of PRISM DEVELOPMENTS INC.**

Per: _____

THE PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THE WITHIN PURCHASE AGREEMENT 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 HEREIN WHICH PERTAIN TO THE PROJECT THIS _____ DAY OF _____, 200____.

SIGNED in the presence of:

Witness

(Purchaser's Signature)

Witness

(Purchaser's Signature)

Vendor _____

Purchaser _____

SCHEDULE "A" - SITE PLAN AND LANDSCAPING PLAN

Vendor _____

Purchaser _____

SCHEDULE "B" - PROPOSED BY-LAWS OF THE CONDOMINIUM CORPORATION

Vendor _____ Purchaser _____

SCHEDULE "C" - CONDOMINIUM PLAN FOR THE UNIT

Vendor _____ Purchaser _____

SCHEDULE "D" - CONSTRUCTION SPECIFICATIONS

Vendor _____ Purchaser _____

SCHEDULE "E" - MANAGEMENT AGREEMENT

Vendor _____ Purchaser _____

SCHEDULE "F" - PROPOSED BUDGET

Vendor _____ Purchaser _____

SCHEDULE "G"

BUYER'S CONDITIONS: This offer is made subject to the following additional conditions precedent, solely for the benefit of the Buyer, which may be fulfilled or unilaterally waived by the Buyer on notice to the Seller or its Agent on or before 4:00 PM on the _____ day of _____, 200__, failing which this Offer shall be null and void.

Vendor _____ Purchaser _____

SCHEDULE "H"

BUYER'S FINANCING CONDITION: It is a condition precedent to this Offer that the Buyer is able to place new mortgage(s) and/or assume the existing mortgage(s) upon terms acceptable to the Buyer in order to fund the purchase of the property. The Buyer shall have an opportunity to obtain such financing up **to 4:00 PM on the _____ day of _____, 200____**, failing which, this Offer shall be null and void.

Vendor _____ Purchaser _____