

OFFER TO PURCHASE

I/WE, _____

(the "**Purchaser**") of _____

Hereby offer and agree to purchase through Mark Penner, Royal LePage Prime Real Estate (the "**Developer's Broker**") as agent for 10129127 MANITOBA LTD. (the "**Developer**") the land known as:

Lot No: _____ **Plan:** [TBD] WLTO
In OTM Lot 68 Parish of St. Paul
Title No: [TBD]

(the "**Lot**")

the general location of which Lot is identified on the draft plan of subdivision attached hereto as Appendix "A", for an amount equal to the Purchase Price and otherwise upon the terms and conditions herein set forth which, upon acceptance by the Developer within the time and in the manner herein limited, shall constitute a binding agreement of purchase and sale between the Developer and the Purchaser (referred to herein as the "**Offer**" or the "**Agreement**").

1. **Purchase Price**

The purchase price to be paid by the Purchaser to the Developer for the Lot shall be \$ _____ (the "**Purchase Price**") to be paid as follows:

- | | |
|---|-----------------|
| (a) A deposit payable to the Developer's Broker delivered with this Offer by cheque to be refunded to the Purchaser if this Offer is not accepted, and if accepted to be applied against the Purchase Price | \$ 5,000.00 |
| (b) A further deposit payable to the Developer's Broker by certified cheque or solicitor's trust cheque within two (2) Business Days following the date on which the Purchaser has delivered notice in writing to the Developer that the Purchaser's Conditions have been satisfied or waived | 5,000.00 |
| (c) Balance of the Purchase Price | \$ _____ |
| (d) Damage and Design Compliance Deposit (see Section 8) | 5,000.00 |
| (e) GST on the Purchase Price (see Section 19) | \$ _____ |
| BALANCE OF THE LOT PRICE, SUBJECT TO ADJUSTMENTS, AND DAMAGE AND DESIGN COMPLIANCE DEPOSIT TO BE PAID UPON POSSESSION DATE: | \$ _____ |

If part of the balance of the Purchase Price is to be paid from the proceeds of a new mortgage, payment of that amount may be delayed by the time required for the registration

Initials _____

of the mortgage to be completed by the Land Titles Office and reported to the mortgagee and, if so, that amount shall bear interest payable to the Developer at the same rate as the new mortgage until paid. The Developer shall have a lien and charge against the Lot for the unpaid portion of the purchase price (with interest as aforementioned).

2. **Possession Date**

- (a) Anticipated Possession Date: The anticipated date of possession shall be _____, 20____ (the "**Possession Date**"), which shall also be the date for adjustment of real property taxes and all like matters of adjustment in a transaction of this nature. The Purchaser acknowledges that at the time of conveyance of title of the Lot, the work set out in Section 9 may be incomplete. It is however specifically agreed by the Purchaser that there shall be no hold back of funds or trust conditions imposed by the Purchaser's solicitor on the Developer, or on the Developer's solicitor, as to the completion of such work.
- (b) Extension to Possession Date: Notwithstanding subsection 2(a), the Possession Date will be the first Business Day that is thirty (30) days following the later of (i) the Subdivision Approval Date, and (ii) the date that the Purchaser has delivered notice in writing to the Developer that each of the Purchaser's Conditions has been satisfied or waived (or in the case of the Purchaser's Condition in subsection 4(c) is deemed to have been satisfied). "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in Manitoba.

3. **Subdivision Approval Condition**

The obligation of the Developer and the Purchaser to complete the transaction of purchase and sale contemplated in this Offer is subject to the condition that the Developer obtains approval from the Rural Municipality of East St. Paul (the "**RM**"), or other applicable governmental planning authority (the "**Planning Authority**"), for the proposed subdivision (the "**Development**") to create a title to the Lot (the "**Subdivision Approval**"). The Developer shall use reasonable commercial efforts at its cost to obtain Subdivision Approval, including the preparation and approval of a plan of subdivision, provided that the terms, conditions and requirements imposed by the Planning Authority must be acceptable to the Developer, acting reasonably. For the purposes of this Offer, the date of "Subdivision Approval" shall mean the date on which all conditions of the requisite Planning Authority approvals have been satisfied, the signed subdivision plan mylars and any certificate of approval have been received from the Planning Authority for registration at the Winnipeg Land Titles Office and the plan of subdivision has been registered and a title for the Lot has issued in the name of the Developer. If Subdivision Approval is not obtained within one hundred eighty (180) days following the date that the Developer has accepted this Offer, or by such later date as agreed to in writing between the Developer and the Purchaser (the "**Subdivision Approval Date**"), this Offer shall terminate and be of no further force or effect whereupon the deposit monies paid will be returned to the Purchaser and the parties shall have no further obligations to each other under this Offer.

4. **Purchaser's Conditions** (See Appendix C)

5. **Title Encumbrances**

The Lot shall be free and clear of all encumbrances except for:

Initials _____

- (a) any caveat or plan filed or to be filed in connection with, or giving notice of, any rights-of-way or easements related to the installation and maintenance of utility services;
- (b) any caveat filed or to be filed with respect to any subdivision agreement, development agreement, building restriction agreement, easement agreement or zoning agreement entered into or to be entered into between the Developer and/or the RM;
- (c) any caveat filed or to be filed with respect to any restriction, requirement or standard set out in Section 12 herein or attached hereto in Appendix "B";
- (d) Caveat No. 1118045/1; and
- (e) any encumbrances by or through or against the Purchaser;

(the "**Permitted Encumbrances**"). Notwithstanding the foregoing, Caveat No. 1118045/1 is presently registered against the lands that are the subject of the subdivision, however, that Caveat may not carry forward to the Lot.

6. Purchaser's Covenants

The Purchaser covenants and agrees with the Developer:

- (a) to obtain a building permit and begin construction of a single family dwelling upon the Lot within one (1) year of the Possession Date (the "**Construction Commencement Date**") and to substantially complete such dwelling within one (1) year of issuance of a building permit. A dwelling shall be substantially complete if it is ready for use, or is being used as, a single family residence. Upon the request of the Developer, the Purchaser shall provide a copy of its building permit;
- (b) to comply with the Development Agreement in connection with its construction under subsection 6(a);
- (c) to comply with and satisfy the requirements on the part of the Purchaser set forth in Appendix "B" hereto entitled "**Design Control Standards**" (the "**Standards**") which Standards are by reference incorporated herein and are deemed to form a part of this Agreement. Any reference to Agreement herein shall be understood to include the Standards;
- (d) that the dwelling house to be constructed upon the Lot is to be used for owner-occupied single family residence purposes only;
- (e) that no building, structure, fixture or erection of any kind shall be erected without the RM's prior written approval of a site plan showing setbacks, sides and rear limits;
- (f) that no building waste or other material shall be placed, dumped or stored on the Lot. The Purchaser shall be responsible to control and initiate and shall cause the clean-up of litter and refuse on the Lot and adjacent lots and public thoroughfares from and after the Possession Date. The Purchaser shall, at no expense to the

Initials _____

Developer, supply, place and maintain, or cause to be supplied, placed or maintained and emptied on a regular basis, in good and neat order a commercial refuse container sufficient to hold debris generated during any construction on the Lot;

- (g) that the Purchaser shall and does hereby indemnify and save harmless the Developer from all costs relating to or arising out of any damage:
 - (i) to water shut off valves, hydrants, streets and roadways (including without limitation, the natural gas lines, telephone and communications cables and related works and equipment, hydro-electric lines and related works and equipment, street lights and standards, street name signs and traffic control signs, surveyor's stakes and monuments) or any other service, installation or structure (in this paragraph the "**Services**") within, adjacent to or benefiting the Lot, that may be occasioned by any act or omission of the Purchaser, or any employee, contractor, subcontractor, agent or assignee of the Purchaser or any person delivering materials or providing services to the Lot;
 - (ii) to lands within the Development caused by any motor vehicles or equipment used by or on behalf of the Purchaser in connection with any construction on, or landscaping of, the Lot; and
 - (iii) to survey stakes removed or damaged by the Purchaser or its contractors, subcontractors or agents, which will be replaced at the Purchaser's cost by a registered Manitoba Land Surveyor.

In addition to the aforesaid indemnity, the Purchaser shall immediately upon demand of the Developer, repair at its sole cost and expense, any of the foregoing to the same state as before such damage occurred. Should the Purchaser not repair the damages as determined by the Developer, then the Developer may cause the said damages to be replaced or repaired and the Purchaser hereby agrees to pay the cost thereof to the Developer within thirty (30) days of receipt of an invoice for such cost. Interest on account of non-payment will be calculated at the rate of Eighteen (18%) percent per annum on the unpaid balance from the date that payment was due. The Developer shall, following receipt of notice of substantial completion of a dwelling on the Lot and upon written notice to the Developer by the Purchaser, make a physical inspection to ensure that no damages remain outstanding respecting the Lot and any adjacent lots;

- (h) that the Lot shall not re-divided so as to vary the lot lines;
- (i) that the Purchaser will not apply to the RM or any government authority to use the said Lot for a purpose other than a permitted use under the applicable zoning by-laws;
- (j) that all reasonable steps will be taken by the Purchaser to conserve and stockpile any top soil removed from the Lot and that same will be replaced on the Lot for the benefit of the owner of the dwelling to be constructed on the Lot;

Initials _____

- (k) the Purchaser acknowledges that the Developer will be responsible to grade the Lot for drainage in accordance with a drainage plan approved by the RM as part of the Development Agreement. Thereafter, the Purchaser, at its sole cost and prior to the commencement of construction of a dwelling on the Lot, shall obtain all necessary grade elevations from the RM and the Purchaser shall be solely responsible, at the Purchaser's sole cost, to remove any excess fill or provide any additional fill so that any dwelling constructed on the Lot shall comply with such grade elevations. Purchaser shall and does hereby indemnify the Developer for any damages or costs that may result from the failure of the Purchaser to obtain or build in accordance with grade elevations;
- (l) that the Purchaser shall not permit occupancy of any dwelling erected on the Lot until occupancy permits or final inspections that may be required are first had and obtained from the RM;
- (m) the Purchaser shall install at their own expense all septic/holding tank and well water installations and connections from such service to the dwelling to be erected on the Lot, in accordance with all applicable legal requirements of the RM and the Province of Manitoba, and shall obtain at the Purchaser's sole cost all necessary permits in connection therewith from the RM and the Province of Manitoba;
- (n) that the Purchaser shall be responsible for the cost and installation of a culvert and gravel approach and subsequent asphalt top to extend from the Lot line to the garage constructed on the Lot in accordance with standards stipulated by the RM, to be completed within one (1) year of issuance of a building permit for the construction of a dwelling on the Lot;
- (o) the Developer has no control over Manitoba Hydro, BellMTS or other telecommunication provider wiring services and/or Cable RV boxes which will be placed on the Lot, and as such, no representations have been made to the Purchaser in respect to the location of same;
- (p) that the Purchaser will be responsible for the maintenance and care of the swale liner installed by the Developer on the Lot including keeping it clear of build up of dirt and debris;
- (q) to ensure and mitigate road damage caused by construction vehicles the Purchaser will use reasonable efforts to ensure all construction vehicles accessing the Lot will use the prescribed travel routes as outlined by the RM and posted along the route by the Developer;
- (r) to keep the streets clean from any debris (including, without limitation, mud, dirt or soil) which the Developer has determined, acting reasonably, was caused by the Purchaser or the Purchaser's contractors, subcontractors, agents, employees or assignees;
- (s) to cause its builder to comply with all restrictions and obligations of the Purchaser contained herein with respect to construction and related activities;
- (t) the Purchaser hereby grants to the Developer and its servants, contractors and agents the right, with machinery and equipment, entry and access to the Lot to do

Initials _____

such work as may be required of the Developer in order that the Developer may carry out its obligations under the Development Agreement, or for the purpose of ensuring compliance with and enforcing its rights and entitlements under this Agreement. The Developer and its authorized agents, employees and consultants shall not be liable for any damages sustained by the Purchaser in connection with actions taken by the Developer pursuant to this Agreement;

- (u) that no animals except household pets shall be allowed upon the Lot; and
- (v) that after the Possession Date the Purchaser will at its sole cost control noxious weeds and will comply in all respects with the requirements imposed upon an owner or occupier of land under *The Noxious Weeds Act* (Manitoba) with respect to the Lot and does hereby indemnify and save harmless the Developer from all costs, expenses and penalties imposed upon the Developer in respect thereto. In the event the Purchaser does not undertake appropriate weed control, as determined by the Developer, acting reasonably, the Developer reserves the right to enter upon the Lot and undertake appropriate weed control measures to its satisfaction.

7. **Failure to Construct and Option to Purchase**

- (a) If the Purchaser has not commenced construction of a dwelling on the Lot on or before the Construction Commencement Date, the Damage and Design Compliance Deposit shall be forfeited and paid to the Developer. In addition to the forfeiture of the Damage and Design Compliance Deposit, the Purchaser hereby grants to the Developer an option to re-purchase the Lot for an amount equal to the original Purchase Price less (i) the amount of twelve thousand dollars (\$12,000), (ii) an amount equal to the Goods and Services Tax ("**GST**"), and (iii) an amount equal to the land transfer tax which would be exigible on the transfer of the Lot from the Purchaser to the Developer. The Developer shall have the right, but not the obligation, to exercise the option to purchase at any time following the Construction Commencement Date by delivering a notice in writing to the Purchaser exercising its right to re-purchase the Lot (a "**Purchase Notice**"). Provided, however, that if the Purchaser commences construction of a dwelling on the Lot prior to the delivery by the Developer of a Purchase Notice, the Developer shall not thereafter be entitled to exercise the option.
- (b) Within fourteen (14) days after the delivery of a Purchase Notice, the Purchaser shall deliver to the Developer a transfer of land, sufficient upon registration in the Winnipeg Land Titles Office to vest title in the name of the Developer clear of all encumbrances, except for Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser will provide to the Developer registrable discharges of any non-Permitted Encumbrances at the time that it provides the transfer of land.
- (c) The Purchaser covenants and agrees with the Developer that the Purchaser will not resell the Lot unless a dwelling unit has been constructed thereon or unless the Purchaser obtains the written approval of the Developer. If the Purchaser is a builder or contractor, the Developer will allow conveyance of the lands to a third party with whom the Purchaser has a written agreement to construct a home on the Lot.

Initials _____

- (d) If the Purchaser requests written permission from the Developer to sell the Lot prior to completion of construction of a dwelling, the Developer will have the option to re-purchase the Lot for an amount equal to the original Purchase Price less (i) an amount of twelve thousand dollars (\$12,000), (ii) an amount equal to the GST, and (iii) an amount equal to the land transfer tax which would be exigible on the transfer of the Lot from the Purchaser to the Developer. The Developer shall have the right, but not the obligation, to exercise the option to re-purchase by delivering a notice in writing to the Purchaser exercising its right to re-purchase the Lot (the "**Repurchase Notice**") any time following one (1) month after receipt by the Developer of the Purchaser's request for consent to resell the Lot. If the Developer has not delivered a Repurchase Notice within such one (1) month period, the Purchaser will be entitled to sell the Lot; provided that if the Purchaser has not sold the Lot within six (6) months thereafter, the Developer shall again have the option to re-purchase the Lot pursuant to this subsection 7(d).
- (e) Within fourteen (14) days after the delivery of the Repurchase Notice, the Purchaser shall deliver to the Developer a transfer of land, sufficient upon registration in the Winnipeg Land Titles Office to vest title in the name of the Developer clear of all encumbrances, except for Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser will provide to the Developer registrable discharges of any non-Permitted Encumbrances at the time that it provides the transfer of land.

8. **Failure to Comply with Design Compliance**

In addition to the Purchase Price, the Purchaser shall pay to the Developer, on the Possession Date, a damage and design compliance deposit in the sum of Five Thousand (\$5,000.00) DOLLARS (the "**Damage and Design Compliance Deposit**") which shall be held by the Developer in accordance with terms of this Agreement. The Damage and Design Compliance Deposit (or the balance thereof following such deductions that the Developer is entitled to make pursuant to the provisions of this Agreement) will be refunded to the Purchaser, on the date when the Purchaser has completed the approval process, and a final inspection indicates compliance as stipulated in Appendix "B" all to the satisfaction of the Developer. If the Purchaser does not comply with any covenants, requirements or obligations on the part of the Purchaser contained within this Agreement (including, without limitation, pursuant to subsection 6(p)), the Developer shall be entitled, but not obligated, to complete such items which have not been complied with, to such standard as the Developer in its sole and absolute discretion deems satisfactory and to apply such amount of the Damage and Design Compliance Deposit required to reimburse the Developer. The Purchaser will reimburse the Developer upon demand for any such costs incurred by the Developer in excess of the amount of the Damage and Design Compliance Deposit together with interest at the rate set out in subsection 6 from the date of demand.

If the Developer does not receive a request for the return of the Damage and Design Compliance Deposit within thirty-six (36) months following the Possession Date (the "**Outside Refund Date**"), the Damage and Design Compliance Deposit shall be forfeited to the Developer and the Purchaser (or any subsequent registered owner of the Lot) shall have no further right, entitlement or interest in or to the Damage and Design Compliance Deposit.

Initials _____

If the Lot (with dwelling) is sold and transferred prior to the Outside Refund Date, the current registered owner of the Lot shall be the party entitled to receive the return of the Damage and Design Compliance Deposit, (or the balance thereof). The Purchaser acknowledges and agrees that any such payment shall satisfy all obligations of the Developer under this Section 8 and that the Purchaser shall have no further claim or entitlement in respect of the Damage and Design Compliance Deposit. The Purchaser further acknowledges that any return of the Damage and Design Compliance Deposit shall take approximately one (1) month.

9. **Developer's Covenants**

- (a) Pursuant to Development Agreement, the Developer is required to and shall at the Developer's cost, grade the Lot and install drainage swales in accordance with a drainage plan approved by the RM:
- (b) The Developer will use reasonable commercial efforts, at its cost, to have the utility companies that provide hydro and natural gas services (the "**Utility Providers**") installed within the utility trench right-of-way in the public road adjacent to the Lot. For greater certainty, it shall be the Purchaser's responsibility at its sole cost to connect the hydro and natural gas services from the utility trench to the building on the Lot, including without limitation, installing any upgrades to such services that the Purchaser requires. The obligation of the Developer to use its reasonable commercial efforts pursuant to this Section 9 will survive Closing.

10. **Survival**

The terms and provisions of this Offer shall survive completion of the purchase and sale of the Lot and shall not merge but shall survive such completion and continue in full force and effect for the benefit of the Purchaser and the Developer for a period of thirty-six (36) months following the possession date of the last lot for sale in the Development.

11. **Development scheme Caveat**

It is specifically acknowledged and agreed by the Purchaser that the Developer shall have the right to register a caveat against title to the Lot by way of the Development Scheme set out in Appendix "B", which caveat shall be registered in series with, and immediately following the transfer of land in connection with the Lot, giving notice of all the terms and conditions herein contained to be performed by the Purchaser after the Possession Date, and that such caveat shall run with the land.

12. **Risk**

Until the Possession Date, the Lot shall remain at the risk and responsibility of the Developer.

13. **Property Taxes**

In the event real property taxes have not been assessed by the Possession Date, the Developer shall be entitled to estimate such taxes for purpose of adjustments and the Developer and Purchaser agree to make such further adjustments as may be necessary

Initials _____

forthwith after the assessment has been issued by the RM or such other entity which is authorized to assess such taxes.

14. **Entire Agreement**

In signing this Offer the Purchaser relies upon his or her personal inspection and knowledge of the Lot and the surrounding lands independent of any representation made by or on behalf of the Developer except as may be expressly set forth herein. This Agreement constitutes the entire contract and agreement between the Developer and the Purchaser and there are no other terms, provisions, representations, warranties or conditions made in respect of the Lot or the surrounding lands except as expressly set out and recorded herein.

15. **Conveyancing Practices**

The purchase and sale shall be completed and documents and monies delivered in accordance with generally accepted conveyance practices in the City of Winnipeg on the exchange of trust conditions and undertakings between the Purchaser's and Developer's solicitors. In the event that any part of the Purchase Price is to be paid from the proceeds of a mortgage to be arranged, the Developer shall be entitled to file an unpaid vendor's caveat in series after the transfer of land securing the unpaid balance of the Purchase Price.

The Purchaser's solicitor shall not be entitled to impose any trust conditions upon the Developer, or the Developer's solicitor, upon closing of the transaction herein except the following:

- (a) That it will provide the Purchaser's solicitor with a transfer of land in respect of the Lot in registerable form which, when registered, will result in title issuing in the name of the Purchaser free and clear of all registered liens, charges, mortgages, and encumbrances except Permitted Encumbrances or any encumbrances arising by, through or against the Purchaser or which the Developer's solicitor has undertaken to discharge; and
- (b) That the Purchaser will receive vacant possession of the Lot on the Possession Date.

16. **Developer Representations**

The Developer shall not be required to deliver a declaration commonly known as a "**Declaration as to Possession**" but herewith represents, warrants and covenants with the Purchaser that now, and as at the Possession Date:

- (a) It is not a "non-resident of Canada" as such term is defined in the *Income Tax Act* (Canada);
- (b) It is the registered and beneficial owner of the Lot and has never been disturbed in its possession;

Initials _____

- (c) It is a registrant for GST purposes pursuant to the *Excise Tax Act* (Canada) and shall provide to the Purchaser its GST registration number on the Possession Date. Developer GST # 734531601RT0001; and
- (d) It knows of no claim of any person, corporations, municipalities, or government to or affecting the Lot whether adverse to its title thereto or otherwise, and it knows or no license, tenancy, lease, or agreement for a lease, option to purchase, easement, right of way, judgment, execution mechanic's lien, charge, mortgage, encumbrance, order under the *Bankruptcy and Insolvency Act* (Canada), agreement for sale or other agreement affecting the Lot except for Permitted Encumbrances and except as otherwise set forth herein.

17. **Developer's Closing Deliveries**

On or before the Possession Date, the Developer shall deliver or cause to be delivered to the Purchaser or the Purchaser's solicitor the following:

- (a) transfer of title to the Lot in registrable form in favour of the Purchaser;
- (b) vacant possession of the Property;
- (c) a statement of adjustments, together with details of all adjustments;
- (d) an undertaking to readjust any items properly adjustable pursuant to this Agreement; and
- (e) such additional documents and agreements as the Purchaser may reasonably request.

18. **Purchaser's Closing Deliveries**

On or before the Possession Date, the Purchaser shall deliver or cause to be delivered to the Developer or the Developer's solicitor the following:

- (a) a solicitor's trust cheque or certified cheque for the balance of the Purchase Price, subject to the adjustments provided for herein, provided that if part of the balance of the Purchase Price is to be paid through mortgage financing, a solicitor's trust cheque or certified cheque for the cash to mortgage, if any, and confirmation that to its knowledge all documents required by its mortgagee have been provided to the mortgagee;
- (b) a declaration and indemnity regarding registration of the Purchaser for the purposes of GST if required pursuant to Section 20;
- (c) an undertaking to readjust any items properly adjustable pursuant to this Agreement; and
- (d) such additional documents and agreements as the Developer may reasonably request.

Initials _____

19. **Goods and Services Tax**

With respect to any GST payable pursuant to the *Excise Tax Act* (Canada) (the "Act") as a result of this transaction, the parties agree as follows:

- (a) subject to subsection 20(b), the Purchaser shall pay to the Developer's solicitor on the Possession Date by certified or solicitor's trust cheque all GST payable as a result of this transaction in accordance with the Act, and the Developer shall remit such GST to the Receiver General for Canada when and to the extent required by the Act; and
- (b) notwithstanding subsection 20(a), if applicable under the Act, the Purchaser shall be entitled to self-assess for GST, and the Developer shall not collect GST from the Purchaser in this transaction, if the Purchaser is registered under the Act and provides a statutory declaration confirming its registration and registration number and providing an indemnity of the Developer in respect of any assessment against the Developer arising out of the failure of the Purchaser to self-assess, report and/or remit GST in respect of the purchase and sale transaction, in which case the Purchaser shall file returns and remit GST when and to the extent required by the Act.

20. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada applicable therein.

21. **Payment of Fees and Costs**

Each party will pay its own legal fees and costs. The Purchaser will be responsible for payment of all registration fees, sales tax and, where applicable, land transfer tax payable, in connection with its purchase of the Property.

22. **Notice**

Any notice, demand, request, statement or evidence required or permitted to be given under this Agreement must be written and shall be sufficiently given if delivered in person to the Developer or the Purchaser, as the case may be, emailed or mailed by registered mail, addressed:

To the Developer:

10129127 Manitoba Ltd.
c/o Mark Penner
1877 Henderson Highway
Winnipeg, MB R2G 1P4
Email:

with a copy to:

Initials _____

Gary Rebeck
4041 Rebeck Road
East St. Paul, MB R2E 1C7
Email: mgrebecvk@shaw.ca

To the Purchaser:

A notice, mailed as aforesaid, shall be considered to have been given to the party to which it is addressed on the fifth (5th) day following the date of mailing, or in the case of personal delivery, on the date of personal delivery or in the case of email, on the next day following the date it was transmitted, with a request for "delivery receipt" confirming the notice was transmitted in its entirety. A party may by notice, in the manner above set forth, change its address to which notices are to be given and any such change of address shall take effect five (5) days thereafter. During the period of any mail strike or slow down, notice shall only be given by email or personally delivered.

23. **Business Day**

Where anything is required to be done under this Agreement on a date which falls other than on a Business Day, then the date for such thing to be done shall be deemed to be on the next Business Day. The term "**Business Day**" as used in this Agreement means any day other than a Saturday, a Sunday or a statutory holiday in the Province of Manitoba.

24. **Registration**

Upon the acceptance of this Offer by the Developer, the Purchaser shall not file a Caveat to give notice of its interest pursuant to this Agreement.

25. **Injunction**

The Purchaser acknowledges and agrees that, in addition to any other rights or claims available to the Developer hereunder, the Developer shall be entitled to apply to a court of competent jurisdiction for an injunction to prevent any breach or threatened breach by the Purchaser of this Agreement (including, without limitation, the terms of the Standards). In the event the Developer is successful in obtaining such injunction, the Purchaser shall indemnify the Developer for all costs incurred in commencing and maintaining such action.

26. **Time of the Essence**

This Agreement, when accepted by the Developer, shall constitute a binding contract of purchase and sale and time shall, in all respects, be of the essence.

27. **Default**

Should the Purchaser fail to comply with the terms of this Agreement, including without limitation the terms of completion of the sale and payment on the Possession Date, the Developer may at its option cancel this Agreement and retain the deposits paid as liquidated damages and not as penalty, and may exercise whatever other remedies it may have at law.

Initials _____

28. **Counterpart**

This Offer and the acceptance thereof may be executed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Offer and its acceptance are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed counterpart of this Offer or its acceptance by facsimile or by an electronic mail, .pdf or other electronic transmission method shall be equally as effective as delivery of an original executed counterpart of this Offer or its acceptance and will constitute valid and binding execution and delivery.

29. **Acceptance**

Acceptance by the Vendor of this Offer must be made by the Vendor completing the acceptance at the end of this Offer and by delivering the accepted Offer to the Purchaser by ____p.m., **Winnipeg Time, on or before _____, the ____ day of _____, 20__**, otherwise this Offer shall be null and void and of no effect.

Dated at the City of Winnipeg, in Manitoba, this _____ day of _____, 20__.

Witness Signature

Purchaser Signature

Name: _____

Solicitor for Purchaser:

Name: _____

Address: _____

Initials _____

ACCEPTANCE

The Developer hereby accepts the above Offer to Purchase and agrees to and with the Purchaser to duly complete the sale on the terms and conditions above mentioned.

Dated at the City of Winnipeg, in the Province of Manitoba, this ____ day of _____, 20__.

10129127 MANITOBA LTD.

Per: _____
Office:

Per: _____
Office:

I/We have authority to bind the Corporation.

Initials _____

APPENDIX "A"

PLAN OF SUBDIVISION AND LOT LOCATION

SUBDIVISION APPLICATION MAP
 OF PART OF
OTM LOT 68, PARISH OF ST. PAUL
 INCLUDING
LOTS 1, 2 & 3, PLAN 24343 WLTO
R.M. OF ST. EAST ST. PAUL, MANITOBA

CERTIFICATE OF TITLE:
 10/46117 (SEARCH DATE: NOVEMBER 2, 2021)

LEGAL DESCRIPTION:
 ALL THAT PORTION OF NORTH 1/2 OF OTM LOT 68 PARISH OF ST. PAUL WHICH
 LIES TO THE WEST OF THE WESTERN LIMIT OF THE GOVERNMENT ROAD
 ALLOWANCE ADDING ON THE WESTERN LIMIT OF THE RIGHT-OF-WAY OF
 THE CANADIAN PACIFIC RAILWAY FROM 12 WLTO (L. 10),
 AND ADJOINING THE LAND TAKEN FOR THE RIGHT OF WAY OF CANADIAN PACIFIC
 RAILWAY PLAN 12 WLTO (L. 10),
 EXCEPT THE MOST NLY 139 FEET
ENCUMBRANCES: NONE

CERTIFICATE OF TITLE:
 1584207 (SEARCH DATE: NOVEMBER 2, 2021)

LEGAL DESCRIPTION:
 LOT 1 PLAN 24343 WLTO
 IN OTM LOT 68 PARISH OF ST. PAUL
ENCUMBRANCES:
 INSTRUMENTS NO. 11390467 & 48311827.

CERTIFICATE OF TITLE:
 1653097 (SEARCH DATE: NOVEMBER 2, 2021)

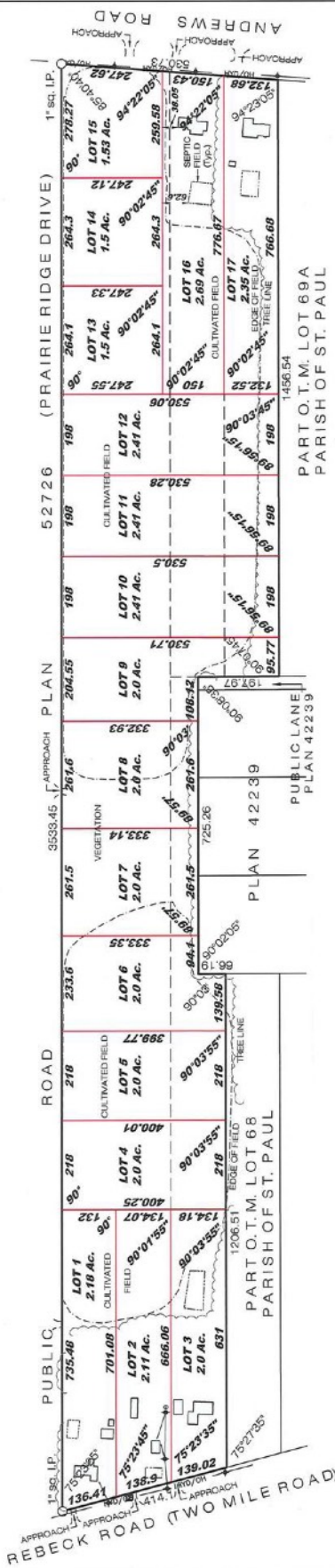
LEGAL DESCRIPTION:
 LOT 3 PLAN 24343 WLTO
 IN OTM LOT 68 PARISH OF ST. PAUL
ENCUMBRANCES:
 INSTRUMENTS NO. 11390467 & 24502951

CERTIFICATE OF TITLE:
 29088577 (SEARCH DATE: NOVEMBER 2, 2021)

LEGAL DESCRIPTION:
 LOT 2 PLAN 24343 WLTO
 IN OTM LOT 68 PARISH OF ST. PAUL
ENCUMBRANCES:
 INSTRUMENTS NO. 11390467 & 4782164.

CERTIFICATE OF TITLE:
 23786867 (SEARCH DATE: NOVEMBER 2, 2021)

LEGAL DESCRIPTION:
 THE NLY 139 FEET OF OTM LOT 68 PARISH OF ST. PAUL
 WHICH LIES TO THE WEST OF THE GOVERNMENT ROAD
 ALLOWANCE ADDING ON THE WESTERN LIMIT OF THE RIGHT-OF-WAY OF
 THE CANADIAN PACIFIC RAILWAY FROM 12 WLTO (L. 10),
ENCUMBRANCES: NONE



BARNES & DUNCAN
 1906
 SURVEYING, ENGINEERING & GEOMATICS
 6 Donald Street
 Winnipeg, Manitoba
 R3L 0K6
 180-A, 5th Street
 Morden, Manitoba
 R6M 1C9

Our File: 2021/1078
 Acad dwg: 21-1078 sketch-app
 Field Book: 1385-104/107 BD
 Drafter: Stu

Signed & Sealed

 Daniel B. J. Gauthron, M.L.S.
 Dated this 17th day of November, 2021

NOTE:
 THIS MAP HAS BEEN PREPARED
 FOR INFORMATION APPLICATION
 PURPOSES ONLY.
 THIS IS NOT A FINAL SURVEY.

SKETCH - all distances are in feet and decimals of a foot.
 This survey was made between the 30th day of September, 2021, and the 29th day of October, 2021.

Initials _____

APPENDIX "B"

DESIGN CONTROL STANDARDS

1.0 INTRODUCTION

The Purchaser acknowledges that compliance with the provisions of these Design Control Standards (the "**Standards**") and cooperation with the Developer in site inspections which the Developer shall conduct, are necessary and desirable to ensure that all properties conform to the vision of the Development. The Purchaser further acknowledges that the terms contained herein are necessary in order to help preserve the integrity and character of the Development. The Purchaser and all its successors in title hereby covenant and agree to comply with all provisions and obligations on the part of the Purchaser contained herein.

1.1 Design Standard Objective

It is the intention of the Developer to ensure a well-coordinated, attractive subdivision through the adherence to these Standards so that an appropriate standard of architectural design and materials throughout the community including all aspects of site development, landscaping, fencing and exterior finishes is maintained.

The requirements of these Standards are in addition to any restrictions or requirements in connection with the Lot as may be required by the RM.

The Developer (which term in these Standards shall include, where appropriate, its agents, consultants (design or otherwise) or employees) either directly or through its agents or employees, will verify satisfactory compliance with the Standards and has the authority to reject unsatisfactory housing proposals or recommend changes required to comply with the Standards. The Developer will make inspections during the construction process, and a final inspection upon completion of each dwelling or structure on the Lot to ensure that such dwelling or structure is constructed according to approval granted by the Developer. Infractions noted at the time of inspection by the Developer will be penalized by full or partial loss of the Damage and Design Compliance Deposit. The Purchaser shall immediately cease conducting any additional work in connection with the subject matter giving rise to the infraction until such matter has been resolved to the satisfaction of the Developer.

It is understood that the responsibility and costs of complying with these Standards shall be borne by the Purchaser and/or its builder.

It is the responsibility of the Purchaser and builder to check and verify all information and ensure that the required controls documentation has been completed prior to construction.

Initials _____

2.0 DESIGN STANDARD

2.1 Architectural Theme

These Standards, together with thoughtful designs, will promote a concept of housing designs that will complement each other, with the result being a community of houses that add value to each other and to the community of East St. Paul.

2.1.1 General

- (a) Continuity of design, detail, and materials on exterior elevations will be approved by the Developer.
- (b) All residences shall be designed to include a minimum two-car attached garage.
- (c) No modular homes or mobile homes are to be constructed or moved onto the Lot.
- (d) No residence shall exceed two stories in height when viewed from the street. Minimum roof slopes of not less than 7-12. Exceptions will be considered for roof slopes consistent with acceptable styles.
- (e) Due to significant lot sizes, minimum house width shall be eighty (80) feet including garage.
- (f) Lots 13, 14 and 15 are only to have holding tanks.
- (g) The lot and building requirements specified by the Developer shall be adhered to by the Purchaser and its successors in title.

2.2 Setbacks and Yard Requirements

The Purchaser must construct within the side yard measurements required by and to be obtained from the RM.

Setbacks and yard requirements shall be measured from property lines to exterior face of building. Encroachments such as cantilevers, bay windows, chimneys and overhangs into the setback are permitted but must comply with the RM regulations.

2.3 Minimum Floor Areas

- 2.31 Areas shall be calculated at main floor level only for bungalows and bi-levels. Areas shall be calculated as total developed floor areas above ground for one and one - half storey units, split-levels, two storey/split-levels and two storey units.

Garage, porches and decks shall be excluded from all floor area calculations. The following list indicates minimum square footage

Initials _____

requirements for homes. No objection will be made to increase these floor areas.

Bungalow – minimum area of house 1,400 square feet
Split-level – minimum area of house 1,700 square feet
Two-storey- minimum area of house 1,700 square feet.

2.4 Lot Grading

- 2.4.1 Lot grading must follow the natural land contours and must be consistent with the subdivision concept-grading plan as directed by the RM.
- 2.4.2 Each lot in the Development must be graded to handle all storm water falling within property lines without draining to adjacent lots.
- 2.4.3 No berms are permitted along property lines which create water-run-off unto adjacent properties.

2.5 Exterior Materials

- 2.5.1 Permitted exterior materials include clay brick, vertical or horizontal wood or vinyl siding, acrylic stucco, stone, and any combinations of the above.
- 2.5.2 On residences utilizing clay brick veneers in combination with either stucco or siding, finish colours are to be chosen to ensure complementary colour palettes and colour contrasts between materials.
- 2.5.3 One cladding material must be predominant on the front elevation and cover at least 60% of the façade. If stucco is the predominant material on the front elevation, additional attention to detail must be given to other non-stucco elements. Additional attention to the use of details and trim complementary to the house style will be expected and required.
- 2.5.4 All fascia is to be a minimum 7½ inches. Dimensions of soffit and fascia to be appropriate to house style.

2.6 Roofs

- 2.6.1 All roof structures are to utilize a slope of not less than 7-12. Exceptions will be considered for roof slopes consistent with acceptable house styles. Flat roofs will not be permitted. Acceptable roof finishes include asphalt shingles, cedar shingles, cedar shakes, concrete or slate tiles.

Driveways

- 2.7.1 Not more than one driveway shall be constructed for each dwelling and the driveway shall not have more than one access to street per lot. The placement of driveways shall be approved by the RM.

Initials _____

- 2.7.2 Permitted materials for driveway construction include interlocking pavers and cast-in-place concrete, gravel/limestone, asphalt, or combinations thereof.

3.0 MISCELLANEOUS RESTRICTIONS

- 3.1 Satellite dishes, if erected on individual lots, must be sited completely within the rear portion of the lot and be screened from public view from streets and parks. On flanking lots satellite dish must be located along interior property line away from street.
 - 3.1.1 No commercial vehicles, nor any form of trailers, shall be permanently stored in the front yard of any property.
 - 3.1.2 Builder signs are permitted during construction but must comply with the RM sign by-law. No builder/agent can market any other building lots except for the Developer.
 - 3.1.3 Freestanding garden/utility sheds and or outbuildings, if constructed, must be located only in the rear area of the Lot and must be consistent with the exterior materials and colour schemes for the principal residence. On flanking lots garden/utility sheds must be located along interior property line away from the street. Prefabricated metal/vinyl construction pre-packages are discouraged. Maximum size eight hundred (800) sq. ft. with maximum height 4.57m (15ft). All buildings must not encroach within ten (10) feet of the swale and be not more than one (1) storey in height. The Purchaser may apply for a variance on the size of the outbuildings with the RM.
 - 3.1.4 No person shall make a building permit application for, or commence construction of, any dwelling or dwellings upon a lot until the person has submitted to the Developer complete plans and specifications as required by these Standards and received written approval from the Developer.
 - 3.1.5 The Developer reserves the right to refuse any plan which does not comply with the Standards.
 - 3.1.6 The Developer reserves the right to allow changes from these Standards in cases where such an exception is deemed appropriate and will not detract from the quality of the Development.
 - 3.1.7 Nothing herein contained shall be construed or implied as imposing on the Developer any liability in the event of noncompliance with or non-fulfillment of any of the covenants, conditions, or stipulations herein contained, or contained in any conveyance or other agreement pertaining to any of the lots.
 - 3.1.8 Nothing contained in this paragraph 4 shall be construed as imposing any liability upon the Developer for damage resulting from structure defects in any structure erected on any lot with approval nor any responsibility in connection with the site selected for any structure by any owner nor for the determination of lot boundaries.

Initials _____

3.1.9 Neither the Developer nor any of its agents, servants and employees shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:

- (a) the approval or deemed approval of any building plans, or
- (b) a failure to enforce any of the provisions herein contained;

and whether caused by the negligence or willful act of the Developer or its directors and officers, agents, servants or employees or otherwise (herein collectively called the "**Liabilities**"). Each of the owners of the lots from time to time hereby releases jointly and severally the Developer and its directors and officers, agents, servants and employees, in respect to the Liabilities.

Any approval by the Developer of any plans pursuant to this Offer does not and will not constitute any confirmation, representation or warranty on the part of the Developer that the plans are in compliance with any applicable laws, by-laws, regulations, codes or other requirements of any government authority having jurisdiction, compliance with which will be the sole responsibility of the Purchaser.

4.0 RESTRICTIONS DURING CONSTRUCTION

4.1 Appearance During Construction

4.1.1 All building sites are to be kept safe and orderly during construction. All garbage is to be stored out of sight or disposed of in garage dumpsters. No garbage/trash burning is permitted at any time. Storage or dumping of debris on adjacent lots is prohibited.

4.1.2 Exterior work/construction is permitted only between the hours of 7:00 a.m. and 11:00 p.m., Monday through Sunday, unless special arrangements have been made with the RM. All work/construction is subject to applicable Bylaws, including with respect to noise.

5.0 APPROVAL PROCESS

The Developer as part of the Design and Control Standards requires the following:

5.1 Initial Approval

To obtain initial approval from the Developer the Purchaser must provide the Developer with the following:

1. House floor layout including square footage
2. House elevations, including front, side

This must be submitted electronically in PDF format on 11x17 – emailed to [●]. If plans meet criteria they will be released to the Purchaser; if not the Developer will

Initials _____

provide comments for changes to the plans and the Purchaser shall make the necessary revisions and re-submit same to the Developer for approval.

5.2 Final Plan Approval

Following receipt of initial approval, to obtain final approval for construction from the Developer you must supply the following:

1. One set of 11x17 drawings (soft copy) PDF to be emailed to [●]:
2. Complete set of working drawings that include, but are not limited to, the [site plan], building details, outbuilding details, and elevations.
3. Floor Layouts including square footage
4. House Elevations, Outbuilding, including front, side
5. Exterior Color and exterior finishing plan

Upon submission of the plan, final approval will be emailed back with signatures within fifteen (15) Business Days; the RM will also be notified of approval. The Developer will retain copies on file.

6.0 BUILDING PERMIT APPLICATION

We strongly encourage the Purchaser to contact the Red River Planning District to start the process of a new dwelling but until "**Final Approval**" from the Developer has been released the Planning District will not release the building permit.

Failure to comply with any of the Standards and approvals without the written consent of the Developer is prohibited.

8.0 INSPECTION

The Developer, following receipt of notice in writing from the Purchaser of Substantial Completion of a dwelling in the Lot, shall cause a final inspection to take place. Following this inspection the Purchaser shall receive full or partial refund of the Damage and Design Compliance Deposit. Non-compliance with these Standards will be penalized by a full or partial reduction in any refund of the Damage and Design Compliance Deposit. The Developer shall determine, acting reasonably, if any matter is not in compliance with these Standards or any approval provided by the Developer. In the event of such non-compliance, the Developer shall be entitled to deduct and retain such amount of the Damage and Design Compliance Deposit as the Developer determines appropriate in the circumstances, which determination shall be final and binding on the Purchaser. In the event of any inconsistencies between the provisions of these Standards and any approval provided by the Developer, the provisions of the approval shall govern.

Initials _____

9.0 ACCESS

The Purchaser permits the Developer and its authorized agents, employees and consultants entry and access to the Lot for the purpose of ensuring compliance with and enforcing its rights and entitlements under these Standards. The Developer and its authorized agents, employees and consultants shall not be liable for any damages sustained by the Purchaser in connection with the actions taken by the Developer pursuant to this Agreement.

10. CESSATION OF DEVELOPERS OBLIGATIONS

The Developer's obligations and responsibilities under these Standards shall cease and be of no further effect thirty-six (36) months following the possession date of the last lot for sale in the Development. Notwithstanding the cessation of the Developer's obligations, the Purchaser (and any successor in title) shall continue to be bound by the provisions of these Standards.

The Purchaser/Builder warrants they have read the DESIGN CONTROL STANDARDS as part of this Offer.

Initials _____

APPENDIX "C"

Purchaser's Conditions

The obligation of the Purchaser under this Offer is subject to the following conditions:

- (a) the Purchaser being satisfied with the terms of the Development Agreement (to be entered into between the Developer and the RM) (the "**Development Agreement**"), not later than seven (7) days following the date that a fully signed copy of the Development Agreement is provided to the Purchaser; and
- (b) the Purchaser being satisfied with its examination of the title to the Lot within five (5) days following the date that a copy of a Status of Title for the Lot has been provided to the Purchaser by the Developer, provided that, if the title to the Lot is subject only to the Permitted Encumbrances set forth in Section 5, this Purchaser's Condition will be deemed to have been satisfied.

Each of the Purchaser's Conditions shall be for the benefit of the Purchaser, each of which may be waived by it in its sole and unfettered discretion. If the Purchaser has not provided written notice to the Developer of the waiver or satisfaction of each of the Purchaser's Conditions within the time period specified for its satisfaction or waiver, or the Purchaser's Condition in subsection 5(c) is not deemed to have been satisfied, this Offer shall terminate and be of no further force and effect whereupon the deposit monies paid shall be returned to the Purchaser and the parties shall have no further obligation to the other under this Offer. The closing of the transaction contemplated by this Agreement shall be deemed to be a waiver of the Purchaser's Conditions.

(c) Other:

Initials _____

WORKING WITH A REALTOR®

AGENCY REPRESENTATION, PRIVACY CONSENT & SERVICE AGREEMENT



BUYER/SELLER SERVICE AGREEMENT

DESCRIPTION OF SERVICES TO BE PROVIDED

- Finding real estate for the person(s)
- Finding another party to engage in a trade in real estate
- Showing or making representations about the real estate
- Advising on the appropriate price for real estate
- Negotiating the price or other terms of a trade in real estate
- Presenting/preparing offers to purchase respecting a trade in real estate
- Receiving deposit money in respect of the real estate
- Other: _____

PERSON(S) RECEIVING REAL ESTATE SERVICES

Name: _____

Name: _____

Address: _____

Phone: _____

Email: _____

DESCRIPTION OF THE TERMS AND PAYMENT/COMPENSATION TO BE PROVIDED TO THE BROKERAGE

- If you are a buyer, there is no requirement for you to pay the Brokerage any remuneration. The Brokerage will receive the remuneration offered, if any, from the person you purchase real estate from.
- If you are a buyer, you will pay the Brokerage _____% of the purchase price OR a fixed amount of \$_____ plus GST upon the completion of the transaction for real estate you agree to purchase during the term of this agreement.
- If you are a seller, you will pay the Brokerage _____% of the sale price OR a fixed amount of \$_____ plus GST in accordance with the terms of the Listing Agreement you entered with the Brokerage.
- If you are a seller, the Brokerage will not receive compensation until a Listing Agreement is completed with the person receiving real estate services. At that time, the terms of the Listing Agreement will determine the compensation in addition to and/or including the services outlined in this agreement.

EXCLUSIVITY OF SERVICE AGREEMENT

- The parties agree that this is an exclusive agreement with the Brokerage and the Buyer(s)/Seller(s) may not enter into similar agreements with multiple Brokerages during the term of this agreement.
- The parties agree that this is not an exclusive agreement with the Brokerage and the Buyer(s)/Seller(s) may enter into similar agreements with multiple Brokerages during the term of this agreement.

TERMINATION RIGHTS PRIOR TO EXPIRY

The right to terminate this agreement before it expires is:

- Upon written notice of termination sent by you to the Brokerage or by the Brokerage to you.
- Neither you nor the Brokerage have the right to terminate this agreement before it expires.

This agreement is made on the _____ day of _____, 20_____ and will expire at 11:59 PM on the _____ day of _____, 20_____.

Signed on behalf of the Brokerage:

(X) _____

Name and contact info of the Representative for the Brokerage

Mark Penner per Mark Penner Personal Real Estate Corporation
204-960-4663 / markpenner@royallepage.ca

Signature of the person to receive the Service:

(x) _____

Signature of the person to receive the Service:

(x) _____

ROYAL LEPAGE PRIME IS THE BROKERAGE PROVIDING REAL ESTATE SERVICES

204-989-7900 / ROYALLEPAGEPRIME.CA / 1877 HENDERSON HWY / 1305 KENASTON BLVD / 3025 PORTAGE AVE / WINNIPEG, MANITOBA

A copy of the Real Estate Services Act can be found at <https://web2.gov.mb.ca/laws/statutes/2015/c04515e.php>

WORKING WITH A REALTOR®

AGENCY REPRESENTATION, PRIVACY CONSENT & SERVICE AGREEMENT



At Royal LePage Prime, our objective is simple - to help our clients achieve their real estate goals and do so in a manner consistent with the values that have made Royal LePage Canada's most trusted name in real estate.

AGENCY REPRESENTATION

In a real estate transaction, you the consumer can choose to have an agent represent you. Our code requires us to fully disclose in writing the nature of our service to our clients versus the other party to a transaction. Once an agent client relationship has been established we will protect and promote your best interests as we would our own. This would include the following:

- 1) **LOYALTY** to serve your best interests ahead of anyone else's. Including our own and at all times to exercise good faith and to disclose all now facts and information which may influence your decision.
- 2) **OBEDIENCE** to follow all lawful instructions
- 3) **DISCRETION** to keep confidential your private circumstances, motivations, and confidences which you shared with the agent or which we have learned.
- 4) **COMPETENCE** to exercise reasonable care and skill in performing all assigned duties.
- 5) **ACCOUNTING** of all monies, deposits, or other property entrusted to us.

In Manitoba generally the seller is represented by an agent who acts in the best interests of the seller. The buyer is generally represented by an agent who looks after the buyers best interests. If an agent represents both parties an "Acknowledgment Of Limited Point Representation" form should be signed. If someone is not represented by anyone an agent would still be responsible to treat them honestly, fairly, and with care and skill.

PRIVACY CONSENT

To operate a successful full service real estate company we require a variety of information about your property if you are selling, and if you are buying we require other information. Any information is never sold and is passed on only with your consent eg: real estate boards, banks, insurance company, etc.

A multiple listing agreement will ask for consent to distribute listing information deemed important to market your property and for the retention of that data for statistical purposes and the like. The statutory form of an offer to purchase will also ask for consent to distribute the information to lawyers. Similarly Royal LePage Prime Real Estate hereby asks for your consent to collect and distribute information to our network and retain that information for statistical, historical and marketing purposes including keeping in contact with you during and after any transaction. If purchasing a property, information will be collected and used for purposes consistent with the services Royal LePage provides in connection with the purchase or prospective purchase of property, possibly including distributing the information to banks and the like, insurance companies, and appraisers, utility firms, etc.

By signing the attached Service Agreement I/We hereby acknowledge the receipt and understanding of this Royal LePage Prime document and to the collection and retention and distribution of relevant information regarding our contemplated/potential real estate transaction. We also acknowledge that the following named real estate agent representing Royal LePage Prime will be representing us in the purchase and or sale of real estate.

If you have any questions regarding Agency, Privacy, FINTRAC, or Service Agreements contact our compliance officer at 204-989-7900. Any consent you give can be withdrawn at any time by contacting the Royal LePage Prime privacy compliance officer at 204-989-7900, prime@royallepage.ca or your agent.

Client Initials _____ Client Initials _____

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