

CARDEL HOMES

(A Registered Trade-mark of Cardel Construction Ltd.)

OPTION TO REPURCHASE/RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____.

BETWEEN:

NAME(S): _____

ADDRESS: _____

POSTAL CODE: _____

of _____, in the Province of _____ (the "Purchaser", jointly and severally if more than one individual)

AND:

CARDEL HOMES LIMITED PARTNERSHIP
of the City of Calgary, in the Province of Alberta
(the "Builder")

REGARDING LOT: _____ BLOCK: _____ PLAN/PHASE: _____

Municipal Address: _____

in the Province of Alberta, along with the home constructed thereon (the "Lands")

WHEREAS pursuant to a purchase agreement entered into between the Builder and the Purchaser, the Builder agreed to sell to the Purchaser, and the Purchaser agreed to purchase from the Builder, the Lands (the "Purchase Agreement");

AND WHEREAS the Builder has requested, and the Purchaser has agreed, to provide a right of first refusal to repurchase the Lands from the Purchaser.

NOW THEREFORE, in consideration of the payment of one dollar (\$1.00) by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party hereto, and the provisions of the Purchase Agreement, and the provisions of this Agreement to be performed, kept and observed by the Builder and the Purchaser as herein set out, the parties agree as follows:

1. In this Agreement, words and phrases when capitalized and not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
2. The Purchaser hereby grants to the Builder the exclusive, irrevocable, right of first refusal to repurchase the entire estate, right, title and interest of the Purchaser in the Lands, and take full and sole ownership of the Lands, free and clear of all reservations, exceptions, encumbrances, charges, liens and interests whatsoever, except for those registered on title to the Lands immediately prior to title being transferred to the Purchaser.

3. The right of first refusal granted by this Agreement shall be valid and in effect for a period of one (1) year from the Confirmed Possession Date, and within this time period the Purchaser shall not be permitted to sell, transfer, or dispose of the Lands or any portion of the Lands, without first offering them to the Builder in writing (the "Repurchase Offer") at a price equal to the Purchase Price paid by the Purchaser to the Builder as set out in the Purchase Agreement for the purchase of the Land and Home (which includes all payments made or to be made by the Purchaser to the Builder for purchase of the Land and Home pursuant to the Purchase Agreement), including any GST paid by the Purchaser. 10/1/17

4. Upon acceptance of the Repurchase Offer by the Builder and on or before the closing date of the repurchase by the Builder, the Purchaser shall, at its sole cost and expense, restore the Lands to the same state and condition as at the Confirmed Possession Date (reasonable wear and tear excepted and except for improvements to and upon the Lands which shall not be altered without the written consent of the Builder). In the event that the Lands are not restored by the closing date of the repurchase by the Builder, then the Builder shall, in its sole discretion, determine the holdback and set-off amount being the estimated cost to restore the Lands, and which determination by the Builder will be binding and final. 10/1/17

5. Upon the repurchase of the Lands by the Builder, the Purchaser immediately forgoes any and all legal and equitable interest in the Lands, notwithstanding if any improvements have been made to the Lands by the Purchaser or any other person, and the Purchaser further foregoes any right to claim a legal or equitable interest in the Lands, or damages for unjust enrichment, betterment, or trust claims with respect to any improvements or any increases in value to the Lands howsoever caused. 10/1/17

6. If the Builder does not within thirty (30) business days accept such Repurchase Offer, the Purchaser shall be at liberty to sell the Lands or any portion thereof described in the Repurchase Offer to any other person or persons. 10/1/17

7. Any sale to the Builder pursuant to this Agreement shall be closed within sixty (60) days after acceptance of the Repurchase Offer. 10/1/17

8. The right of first refusal contained herein shall apply to the sale of all or any portion of the Lands.

9. The Purchaser consents to the registration of this Agreement by way of caveat in favour of the Builder in the Land Titles Office for the North Alberta Land Registration District against the title to the Lands. The caveat regarding the right-of-first-refusal to repurchase the Lands is to be withdrawn and discharged by the Builder at the expiry of the one (1) year period referred to in section 0 herein. 10/1/17

10. The recitals in the preamble hereto are true and form an integral part of this Agreement. 10/1/17

11. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery or written electronic communication to the Builder or the Purchaser (as the case may be) at the address for that particular party as stated in the Purchase Agreement, and any such notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice, if sent by electronic or fax communication, shall be deemed to have been validly and effectively given and received on the date of transmission. By giving the other party at least ten (10) days' notice, any party may, at any time and from time to time, change its address for delivery or communication for the purpose of this paragraph 11.

12. Each of the parties shall execute and deliver as the case may be all such further documents, such as but not limited to a registrable Transfer of Land and other such documents as are customary in a purchase and sale transaction as contemplated by this Agreement, and do such other things as the other party may reasonably request or require to give full effect to this Agreement.

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

14. Time shall be of the essence in this Agreement.

NOTE: BY INITIALLING EACH OF THE ABOVE PARAGRAPHS, THE PURCHASER(S) CONFIRM(S) THEY HAVE READ THE PARAGRAPHS, HAVE UNDERSTOOD THEIR MEANING AND EFFECT, AND UNDERSTAND THEIR IMPLICATIONS.

IN WITNESS WHEREOF the Purchaser has signed this Agreement as of the date shown on page 1.

Signed in the presence of:

Witness – signature

Print Name

Purchaser's Signature

Witness – signature

Print Name

Purchaser's Signature

CARDEL HOMES LIMITED PARTNERSHIP (doing
business under the registered Trade-mark Cardel
Homes)

By its General Partner, Cardel Construction Ltd.

Per: _____
Print name

Date: _____