

OFFER TO PURCHASE

To the "Vendor":

| | |
|---------|--|
| Name | |
| Address | |
| Phone | |
| E-mail | |

From the "Purchaser":

| | |
|---------|--|
| Name | |
| Address | |
| Phone | |
| E-mail | |

Offer to purchase the "Property" known as:

| | |
|---------------------------------|---|
| Civic | |
| Legal | |
| Included Contents | |
| Excluded Contents | |
| Existing Surveyor's Certificate | <input type="checkbox"/> Vendor will supply <input type="checkbox"/> Vendor will not supply <input type="checkbox"/> Vendor and Purchaser will split the cost of a new one |
| Closing Date / Possession Date | |
| Purchase Price | |

As follows:

| | |
|--|--|
| | <p>The Purchaser shall pay a Deposit in trust with Benesh Bitz & Company within 24 hours of acceptance by the vendor pending completion or other termination of this Agreement and shall be credited on account of purchase price on closing. The Deposit is paid to guarantee the Purchaser's full and timely closing and completion of the transaction in accordance with this Agreement. In the event of the Purchaser's failure or refusal to so close and complete this transaction such that he is in default, the deposit shall be forfeited to the Vendor, absolutely. In the event this offer is not accepted by the Vendor, the deposit is to be refunded.</p> |
| | <p>Plus or minus adjustments paid on Closing Date. The Purchaser agrees to pay interest at the rate of Bank of Canada Overnight Target Rate plus 4% on any portions of the purchase price not paid before the Closing Date to the date of payment.</p> |

Closing Date means date of vacant possession

Adjustments for taxes and others to be at Closing Date

The Property shall be at the risk of the Vendor until Closing Date and at the risk of the Purchaser thereafter.

Each party shall pay their own lawyer. The Purchaser pays any related financing and to register the transfer.

Warranties:

Vendor:

- Is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.
- Is the true beneficial owner of the Property and has the full power and right to sell and convey title to the Purchaser.
- The buildings located on the Property do not contain urea formaldehyde foam insulation or asbestos and there are no encroachments or known environmental contaminants.
- The building or building located on the Property comply with the zoning bylaws of the City of Saskatoon *(if applicable)*
- The property included in the purchase price shall be transferred free and clear of all encumbrances, debts or liabilities except for those assumed by the Purchaser.
- There are no other representations, warranties, guarantees, or promises other than those contained in this Offer and the Purchaser acknowledges that, except as specifically contained in this Offer, no reliance has been placed upon any representation, warranty, promise, undertaking, or statement made or given by or on behalf of the Vendor, express or implied, verbal or written, concerning the Premises in electing to proceed with the purchase thereof.

This Offer shall be irrevocable by the Purchaser until _____ o'clock a.m./p.m. on the _____ day of _____, 20

, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest. If accepted, this is a binding agreement. Failure or refusal on the Purchaser's part to complete the said transaction shall render the contract voidable by the Vendor, and, if voided, the deposit shall be forfeited to the Vendor.

This Offer is subject to:

- The Purchaser obtaining on or before _____ satisfactory mortgage financing and a home inspection report.

- _____
In the event the conditions are not met or waived, this Agreement may for any reason save the willful default of the Purchaser be cancelled, and in the event of cancellation, the deposit shall be refunded to the Purchaser and all parties are released from all obligations hereunder.

Dated this _____ day of _____, 20

Purchaser –

Purchaser –

Witness -

Solicitor for the Purchaser:

ACCEPTANCE

The Vendor accepts the Offer.

Dated this _____ day of _____, 20

Witness

Vendor –

Witness

Vendor –

Solicitor for the Vendor:

Schedule "A"

PROPERTY CONDITION DISCLOSURE STATEMENT

The following is a statement made by the Vendors concerning the condition of the property designated in the attached Offer to Purchase.

THE VENDORS ARE RESPONSIBLE FOR THE ACCURACY OF THE ANSWERS ON THIS DISCLOSURE STATEMENT AND WHERE UNCERTAIN SHOULD REPLY "DO NOT KNOW".

THE SELLERS MUST INITIAL EACH RESPONSE BOX

| GENERAL | YES | NO | DO NOT KNOW | DOES NOT APPLY |
|---|------------|-----------|--------------------|-----------------------|
| Is the dwelling connected to a public sewer system? | | | | |
| Is the dwelling connected to a public water system? | | | | |
| Are the improvements connected to a private or a community water system? | | | | |
| Is the present use a non-conforming use? | | | | |
| Does the property contain unauthorized accommodation? | | | | |
| Is the ceiling insulated? | | | | |
| Do the dwellings/improvements contain asbestos insulation? | | | | |
| Do the dwellings/improvements contain urea formaldehyde insulation? | | | | |
| Does the wood stove/fire place and/or insert meet the current fire insurance standards? | | | | |
| Have you received any notice or claim affecting the property from any person or public body? | | | | |
| Are the structural walls comprising the basement made of anything other than concrete? If so, please designate the substance _____. | | | | |

STRUCTURAL

IN THIS PART, THE VENDORS SHALL NOT BE LIABLE FOR ANY ERROR, INACCURACY, OR OMISSION IF THE VENDORS HAVE NO PERSONAL KNOWLEDGE OF THAT ERROR, INACCURACY OR OMISSION.

| | YES | NO | DO NOT KNOW | DOES NOT APPLY |
|--|------------|-----------|--------------------|-----------------------|
| Are you aware of any additions or alterations made without a required permit? | | | | |
| Are you aware of any structural defects with the dwelling/improvements? | | | | |
| Are you aware of any problems with the heating system? | | | | |
| Are you aware of any problems with the central air conditioning system? | | | | |
| Are you aware of any moisture and/or water problems in the basement or crawl space? | | | | |
| Are you aware of any damage due to wind, fire, water, insects or rodents? | | | | |
| Are you aware of any roof leakage or unrepaired damage? | | | | |
| Are you aware of any problems with the electrical system? | | | | |
| Are you aware of any problems with the plumbing system? | | | | |
| Are you aware of any problems with the swimming pool and/or hot tub and/or underground sprinklers? | | | | |

| | YES | NO | DO NOT KNOW | DOES NOT APPLY |
|---|-----|----|-------------|----------------|
| Are you aware of any problems with built-in appliances or attached fixtures?(eg. garage door opener, central vac, dishwasher, water softener, etc.) | | | | |
| Are you aware of any encroachments or unregistered rights of way? | | | | |
| Are you aware of or have you been charged any local improvement levies or taxes? | | | | |
| Are you aware of any problems re: quantity or quality of well water (Gal/min. if known _____)? | | | | |
| Are you aware of any problems with the septic system? | | | | |

CONDOMINIUM PROPERTY

| | YES | NO | DO NOT KNOW | DOES NOT APPLY |
|---|-----|----|-------------|----------------|
| Are there any special assessments voted on or proposed? | | | | |
| Are there any pending rules or bylaw amendments which may alter the uses of the property? | | | | |
| Are there any restrictions on pets, children, or rentals? | | | | |
| Are the structural walls comprising the basement made of anything other than concrete? If so, please designate the substance _____. | | | | |

GST COMPLIANCE

| | YES | NO |
|---|-----|----|
| Is the complex being sold a "residential complex" within the meaning of the Excise Tax Act (Canada)? | | |
| Is the Vendor a Builder of the residential complex within the meaning of the Excise Tax Act (Canada)? | | |
| Has the Vendor previously claimed an input tax credit in respect of the complex? | | |
| Does the Vendor certify for the purpose of Section 194 of the Excise Tax Act (Canada) that the sale of the residential complex referenced in this agreement is an exempt supply under Part I of Schedule V of the Excise Tax Act (Canada) where the Vendor is not a "builder" and the Vendor has not previously claimed an input tax credit in respect of the complex | | |

ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional paper if necessary)

The Vendor represents and warrants to the Purchaser that the above information is true, based on the Vendors' current actual knowledge as of the above date. Any important changes to this information made known to the Vendor will be disclosed by the Vendor to the Purchaser prior to closing.

DATED this ____ day of _____, 2012.

Vendor _____ Vendor _____

The Purchasers acknowledge that they have received and read a signed copy of this disclosure statement on the ____ day of _____, 2012.

Purchaser _____ Purchaser _____