

PURCHASE AGREEMENT CONTRACT
(SALE OF LAND AND CONSTRUCTION OF HOME)

THIS Contract for the Sale of Land and the Construction of Home (the “Contract”) is made this 10 day of December, 2022 .

BETWEEN:

NAME(S): JEAN BERNARD NGAKO
ADDRESS: 19338 26A NW
CITY: Edmonton PROVINCE: ALBERTA POSTAL CODE: T6M 1L2
TELEPHONE (1) (2) (3) (780) 660-7855
EMAIL (1) tjosy2001@yahoo.fr (2)
(in this Agreement called the “Purchaser”)

- AND –

PACESETTER HOMES LTD - An Alberta Corporation, having an office at: 3203 – 93 STREET NW, EDMONTON, Alberta T6N-0B2
Telephone: 780-483-2653 OR 780-733-7399 Fax: 780-483-4691 Email: info@yourpacesetter.com

GST REGISTRATION NO.: **104355656RT0001**
(in this Agreement called the “Builder”)

THE PROPERTY - the Builder is the registered owner or is entitled to become the registered owner of the following land:

LOT / BLOCK / PLAN: 12/08/182-2690

MUNICIPAL ADDRESS: 204 DESROCHERS BOULEVARD SW, EDMONTON
In the Province of Alberta (in this Agreement called the “Land”)

THE TRANSACTION - the Builder agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Builder, the Land and the Home described in this Contract subject to the terms and conditions of this Contract.

1. **DESCRIPTION OF WORK.** The Builder agrees to construct a Home built in accordance with the Alberta Building Code in effect at the date of issuance of the building permit for the Home, on the Land by supplying all of the materials and performing all of the work for the construction in accordance with:

- (a) A floor plan and general specifications attached to this Agreement and initialed by the Purchaser:
And/Or
(b) A floor plan and general specifications which the Builder has in its possession and which blueprints have been completed in the name of the Purchaser and held in the office of the Builder. If blueprints have been prepared and provided by the Builder, then the Purchaser understands and agrees that these blueprints are copyright protected and the sole property of the builder;
And/Or
(c) **AFFIRMED / NR / 1417 SQFT DESIGN SERIES**

(in this Agreement called the “Home”)
(The plans and specifications attached to this Agreement)

2. **REGISTERED MEMBER.** The Builder represents and warrants that it is a Member of the Alberta New Home Warranty Program (in this Agreement called the “ANHWP”).

3. **PRICE.** The price to be paid by the Purchaser to the Builder, for the Land and the Home to be constructed on the Land, shall be the sum of \$ **399,996.00**, which sum shall be determined as outlined below. Extras referred to in Clause 7 shall be in addition to the Fixed Price.

	Price of Land and Home	<u>\$ 384,857.14</u>
	Add: Goods and Services Tax (GST) @ 5%	<u>\$ 19,242.86</u>
	Less: Goods and Services Tax (GST)	
	New Housing Rebate (if applicable) X	<u>\$ 4,104.00</u>
	TOTAL PRICE	
	(in this Agreement called the “Total Price”)	<u>\$ 399,996.00</u>

If applicable, the Purchaser irrevocably assigns any available Goods and Service Tax New Housing Rebate (the “GST Rebate”) to the Builder and will execute an application and assignment for the GST Rebate in the prescribed form as required under the Excise Tax Act and deliver it to the Builder. All requirements of the GST Rebate are subject to the government program and any amendments thereto.

4. **APPORTIONMENT OF PRICE & ACCELERATION OF DEFAULT.** Unless specifically stated above, the Builder, shall, at its discretion, be entitled to apportion the Total Price between the value of the construction of the Home and the value of the Land. The Purchaser agrees that if default should be made in the payment of the Total Price, or of any interest, or of any of the payables and

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changes which the Purchaser has agreed to pay under the terms of this Agreement, the whole of the Total Price shall, at the option of the Builder, become due and payable.

5. **METHOD AND TERMS OF PAYMENT.** The Purchaser agrees to pay to the Builder the Total Price with interest at a rate of **18%** (eighteen percent) per annum, calculated daily on any part of the Total Price which is not paid when due as follows:

(a)	<u>\$ 1,000.00</u>	Deposit payment upon the signing of the Agreement.
(b)	<u>\$ 18,999.80</u>	Deposit payment upon the removal or satisfaction of the Conditions in Clause 18(a) of this Agreement
(c)	<u>\$</u>	Deposit payment
(d)	<u>\$</u>	Deposit payment
(e)	<u>\$</u>	Deposit payment
(f)	<u>\$</u>	Deposit payment
(g)	<u>\$ 379,996.20</u>	By a mortgage to be arranged by and at the expense of the Purchaser
(h)	<u>\$</u>	Being the balance of the price and interest, if any, on the completion and possession of the Home and Land, whichever comes first
(i)	<u>\$ 399,996.00</u>	TOTAL PRICE (Equals Clause 3)

6. **TITLE AND MORTGAGE.** The Builder agrees that title to the Land, upon transfer to the Purchaser, shall be free and clear of all encumbrances, with the exception of those encumbrances, charges and interests which are for the benefit of the Land and intended to run with the Land, and any mortgage which the Purchaser may be placing on the Land for the purpose of payment of a portion of the Total Price. In the event that separate title to the Land has not yet been created by way of legal subdivision, the Purchaser acknowledges and agrees that the title to the Land will be subject, after subdivision, to those encumbrances, charges and interests which are for the benefit of the Land and intended to run with the Land, and which will be encumbrances, charges and interests which are normally associated with subdivision of land, and the Builder represents that such encumbrances, charges and interests will not affect marketability of title in any material manner.

Any mortgage advances to the Builder which may be required for consideration and transfer of the Land to the Purchaser shall not be considered as money due and payable until the time of transfer of the Land. All remaining money to be advanced under the new mortgage shall be due and payable upon full or substantial completion and inspection of the Home by the Purchaser subject to Clause 13 and any holdback requirements of the mortgagee.

The Parties agree that notwithstanding that the title to the Land has been transferred to the Purchaser, the Purchaser acknowledges and agrees that the Builder shall be entitled to register an unpaid vendor’s lien caveat against the Land as security for payment of the Total Price of the Home and Land, which shall constitute a mortgage, charge and encumbrance against the Land. The Builder agrees to postpone this caveat in favour of a new first mortgage by the Purchaser subject to the Purchaser meeting all of the conditions referred to above.

The Builder agrees that if part of the monies payable are coming from the proceeds of a new first mortgage by the Purchaser, the Builder shall provide a registerable transfer of title to the Purchaser, providing all conditions below are met:

- (a) The Builder is supplied with and approves a copy of the mortgage commitment;
- (b) The Builder is advised by its solicitor that the Purchaser has executed any and all required documents and has delivered any and all information required by the Mortgagee in ample time to permit the mortgage money to be advanced in full or on or before the date of possession;
- (c) The Purchaser has executed and delivered to the Builder an irrevocable direction in writing addressed to the Mortgagee that the mortgage proceeds be paid to the Builder;
- (d) The Purchaser has executed such other documents as may be required in the circumstances to ensure that the mortgage proceeds are, in fact, paid to the Builder.

If any of the above conditions are not met, then the Purchaser shall pay to the Builder on the date of possession, all of the Total Price with no allowance for the mortgage proceeds and the Purchaser shall do such interim financing as may be required to give effect to this Agreement. If the Builder agrees to permit the Purchaser to take possession of the Land, as a tenant at will only, while any of the Total Price remains unpaid, such amount outstanding shall bear interest at the rate stated in Clause 5 until paid.

In the event the Purchaser does not obtain title prior to the date of possession, but files a caveat against the Land or the Builder or anyone holding the Land under an Agreement with the Builder, then the Purchaser undertakes and agrees that an unconditional postponement of any such Purchaser’s caveat will be granted on the request of the Builder in favour of any vendor’s lien caveat to be filed by the Builder subsequently or, if required by a mortgage lender for the purpose of making mortgage advances.

7. **EXTRAS, DELETIONS OR SUBSTITUTIONS.** Any additions, removals, corrections, variations, substitutions or price changes to the Home referred to in Clause 3 shall only be done by written change order(s) signed by the Builder and the Purchaser in an approved form, which is therefore attached to this Contract and shall be a payment owed in addition to the Total Price. If payment, including GST, for the changes is not received within the specified time the Builder, at its option, may complete construction according to the original terms of this Contract, and shall be at liberty to disregard any change orders which has not been paid for. The Purchaser understands and acknowledges that the Builder shall use best efforts to complete any Change Orders. If selected materials and components for the Home are not available within reasonable time limits of the Builder’s construction schedule, the Builder shall advise the Purchaser. In such instance and if requested by the Builder, the Purchaser shall make an alternate selection from other materials or components offered by the Builder. Should the Purchaser fail to make such selection in a timely manner, the Builder reserves the right and may make alternate selections of equal quality, which shall be final and binding on the Purchaser. The GST rebate shall be adjusted as required for extras, deletions or substitutions. The Purchaser acknowledges change orders will affect the

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timing of construction and may cause delays to which the Builder shall not be responsible. The Builder and the Purchaser shall refer to the written contract should any dispute or disagreement arise.

8. **COMPLETION DATES.** The Builder agrees to construct the Home in accordance with Clause 1 of this Agreement. The Builder does not guarantee the start, completion, or possession of the Home within any specified timelines in the event delays occur for which the Builder may not be responsible, or caused by unfavorable weather, strikes, fires, shortages of material or labour, acts of God or any other causes beyond the control of the Builder. Any expectations of possession dates or construction timelines given are subject to change without notification. Verbal or implied communication is not contractual and not part of this contract.

9. **SUSPENSION OF WORK BY BUILDER.** If the Purchaser does not pay to the Builder any amounts due and owing within any timelines specified, then the Builder at their sole discretion may upon ten (10) days written notice to the Purchaser, cease work and may implement any remedies as set out further in Clause 23.

10. **INSPECTION AND POSSESSION OF THE PREMISES.** The Builder shall endeavor to provide a notice in writing to the Purchaser at least 35 days in advance, advising that on a date to be specified in the notice, the Home will be ready for possession (the "Possession Date") and that an inspection shall take place on the date specified. The Purchaser shall make an inspection of the Home on the date specified together with the Builder at which time any deficiencies or defects shall be noted in writing along with a Certificate of Possession. The Owner shall take possession forthwith and the taking of possession will be deemed to conclusively prove the Home is complete and in full compliance with this Contract, except as to matters noted on the Certificate of Possession at the time of inspection.

11. **ADJUSTMENTS.** Prior to the Possession Date, the Builder shall deliver normal closing documents to the Purchaser or the Purchasers lawyer upon reasonable conditions consistent with the terms of this Contract. It is agreed that all payables normally arising out of the construction and completion of the Home and Land shall be paid by the Builder up to the date upon which the Purchaser takes possession unless otherwise stated in this Clause. In particular, the Builder agrees that it will pay all utility connections, course of construction and liability insurance, building permits, surveys, realty taxes and utilities up to the date of possession excepting the following which are to be paid by the Purchaser, namely:

Municipal property tax adjustments and/or mortgage interest adjustments if applicable

12. **POSSESSION OF PREMISES.** The Purchaser agrees the Home shall not be possessed and/or occupied by the Purchaser until the Total Price and all other monies payable to the Builder under this Contract have been received by the Builder or its solicitor, without condition. The parties agree this remains in effect even where the Purchaser is or becomes the registered owner of the Land.

13. **HOLDBACK.** No unilateral holdback shall be made by the Purchaser on payments and any holdbacks must be agreed to in writing. Any holdbacks under the *Builders' Lien Act* shall be done by written consent between the parties. Any agreed to holdbacks shall be held by the Builder's solicitor. Upon meeting the trust terms agreed to, such holdbacks may be unconditionally released to the Builder by its solicitor. **Notwithstanding the foregoing, there shall be no seasonal holdbacks permitted.**

14. **RESPONSIBILITIES OF THE BUILDER.** The Builder agrees to construct the Home diligently and in a good and workmanlike manner, in accordance with quality residential standards and performance standards as set by the Government of Alberta, as amended from time to time. The Builder shall comply with the Alberta Building Code in effect at the date of the issuance of the building permit, and all municipal building, plumbing, electrical and heating inspections, as well as all other relevant and applicable building codes or authorities having jurisdiction over the construction project.

The Builder shall take reasonable precautions for the safety of all work employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto complying with all applicable laws, ordinances, rules, and regulations and orders as they come available.

The Builder shall be solely responsible for the cost to remedy any defective work, noted at the Possession Date and in accordance with any warranty provisions. Upon notice, the Builder shall use its commercially reasonable efforts to remedy any defective work within a reasonable period of time following receipt of the notice, and shall provide confirmation of such repairs to the Purchaser.

The Builder shall provide within a reasonable period following the Possession Date, title to the Land, free and clear of all encumbrances, registrations and obligations except the following:

- (a) those implied by law;
- (b) non-financial obligations on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the marketability of the property;
- (c) homeowner association caveats, encumbrances and similar registrations; and
- (d) any other items which the Purchaser agreed to in this Contract or amendments thereto.

Notwithstanding any provisions to the contrary in this contract, or any other contracts or ancillary documents, in lieu of a Surveyor's Real Property Report (RPR) with municipal compliance, the Purchasers will accept title insurance covering those structures existing at the time of the Possession Date. In this regards, the Builder will in its sole discretion either provide the title insurance or cover the cost of the said title insurance.

15. **RESPONSIBILITIES OF THE PURCHASER.** The Purchaser shall give all instructions to the Builder in a timely fashion and by the dates requested by the Builder. The Purchaser must make any requests for design changes, material changes, etc. in writing, via email or such other specified method in writing to the Builder. The Purchaser shall furnish any documentation of choices made, independent purchases (only at the written consent of the Builder), or any other related information at the Builder's request in a timely fashion.

If the Purchaser takes possession of the Home prior to or after completion without having completed an inspection having noted any defects or deficiencies in conjunction with the Certificate of Possession, regardless if full payment of the Total Price with adjustments

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to the Builder under the terms of this Contract has been made or not, the Purchaser shall be deemed to have accepted the Home “as is” and shall be deemed to waive all rights to object to any defects in workmanship, materials or construction of any kind, and all warranties of any kind, with the exception of those items that fall under the new home warranty noted in Clause 21.

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16. PURCHASER’S LIABILITY RE: SITE INSPECTIONS. The Purchaser understands and acknowledges that the construction site is potentially hazardous and that any visits to the site are at their own risk. The Purchaser shall not interfere with the Builder’s performance of the construction work. The Builder shall not be liable or responsible in any way with respect to any loss, injury or damage to person or property suffered by the Purchaser or any family members, visitors, invitees or licensees of the Purchaser whatsoever suffered by them or by access to the Land or Home resulting from any cause whatsoever during any visits or site inspections prior to possession being delivered by the Builder. The Purchaser agrees that they and all invitees shall comply with all Occupational Health and Safety rules and shall utilize any safety equipment required by law or by the Builder, including wearing hardhats. No person under 18 years of age shall be allowed on site. The Builder reserves the right to deny access to visitors. Entrance to the site for inspection or visits by the Purchaser or any invitee or license shall be by the permission of the Builder, at its discretion, on request of the Purchaser.

17. INSURANCE. The Builder agrees to maintain general liability and worker’s compensation insurance during the term of the Contract. Where the Purchaser becomes the registered owner of the Land prior to completion, the Purchaser agrees to maintain appropriate liability and fire insurance for the Land.

18. CONDITIONS.

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a) Condition(s) in Favour of the Purchaser: This Agreement is subject to the following condition(s) in favour of the Purchaser, all of which may, unless otherwise indicated, be unilaterally waived by the Purchaser by written notice to the Builder on or before the expiry date for the satisfaction of the condition(s).

WRITTEN UNCONDITIONAL MORTGAGE APPROVAL ON OR BEFORE 03 JAN 2023

b) Condition(s) in Favour of the Builder: This Agreement is subject to the following additional condition(s), all of which may, unless otherwise indicated, be unilaterally waived by the Builder by written notice to the Purchaser. These conditions are not subject to an expiry date and may be enacted at any time prior to the construction of the home. Commencement of construction is considered a waiver of these conditions.

- **Subject to lot availability**
- **Subject to home fitting on lot**

Failure to meet or Waive Conditions: If the Purchaser’s Condition(s) are not met or waived on or before the condition date, then this Contract shall be deemed to be null and void, and failing express written Contract otherwise, all deposit monies paid by the Purchaser shall be forthwith returned to the Purchaser. If the Builder’s Condition(s) are unable to be waived prior to commencing construction of the home in relation to this Purchase Contract, then this Contract shall be deemed to be null and void, and failing express written Contract otherwise, all deposit monies paid by the Purchaser shall be forthwith returned to the Purchaser.

19. ADDITIONAL TERMS OF SALE.

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- **No Seasonal holdbacks**
- **Architectural Requirements** not included in the contract will be paid for at the expense of the Purchaser (see Clause 20)
- **Retaining Walls** may be required as indicated on the plot plan. Retaining wall requirements will likely not be known prior to construction of adjacent homes. If retaining walls are required, they will be at the sole expense and responsibility of the Purchaser.
- **Concrete:** Purchaser agrees that any additional concrete costs required for driveway or drive pad apron beyond what is included in this contract are solely the Purchaser’s responsibility.
- **Customer Draw Mortgages:** the Builder will pay mortgage interim interest (if any) up until the date of possession. Items not paid by the Builder include mortgage set up fees or other bank related fees charged in relation to the draw mortgage.
- **Purchaser is responsible for CMHC fees**
- **Signing:** Purchaser agree that any paper(s) signed by any Purchaser is legally binding on all Purchasers.
- **Addendum #1000** as attached to this Agreement forms part of the Agreement

20. ARCHITECTURAL REQUIREMENTS. All homes built in Edmonton and surrounding areas are subject to architectural approvals based on the architectural requirements for the area and location of home. The Builder makes every effort prior to applying for final architectural approval to ensure architectural requirements are in compliance. Final approval is at the sole discretion of the architectural agent for the specific developer and community. Should the architectural company require changes, all associated costs are the responsibility of the homeowner.

21. NHBPA WARRANTY. The Builder warrants that the Home has warranty protection provided by the Alberta New Home Warranty Program. Warranty protections provided by the Program shall be in accordance with the New Home Buyer Protection Act (NHBPA) and covers at minimum the following protections:

- (a) 1 year Workmanship and Material; and
- (b) 2 year Delivery and Distribution Systems; and
- (c) 5 year Building Envelope Coverage; and
- (d) 10 year Structural Coverage

All protections are subject to the terms, conditions, limits and exclusions of the Home Warranty Insurance Contract (as defined by the NHBPA), as noted on the Program’s website at www.anhwn.com and/or <http://www.municipalaffairs.alberta.ca>. All warranty protections are subject to the Performance Guidelines as adopted by the Program.

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22. **NON-NHBPA WARRANTY.** Additional warranty protection may apply. Where Pre-Possession Insurance is available to the Purchaser, such as noted on the Program’s website at www.anhwp.com and/or <http://www.municipalaffairs.alberta.ca>, it is subject to the terms, conditions, limits and exclusions of the Program. All warranty protections are subject to the Performance Guidelines as adopted by the Program.

23. **DEFAULT AND/OR TERMINATION.** Default of the Purchaser: If payment of any of the amounts agreed to be paid herein to the Builder are not made, or in the event the Purchaser is in default of the covenants in this Contract, the Builder may, at its option provide seven (7) days written notice to the Purchaser requiring them to cure the default. Should the Purchaser fail to cure the default in the time specified, the Builder shall be entitled to immediately cease work and treat the Contract as terminated. On such, the Builder shall be entitled to recover from the Purchaser payment for all work completed plus damages, including any loss sustained by it for materials, equipment, tools or machinery to the extent of actual loss sustained by it for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of reasonable profit and any interest related. All deposits shall be forfeit and the Purchaser shall have no right to reclaim any monies paid to the Builder under this Contract and the same may be retained by the Builder as liquidated damages without limiting the Builder’s claim for damages as previously stated.

In the event of such default, the Builder may elect not to terminate the Contract, but in the event the Builder elects not to terminate, such election shall not act as waiver of its right to terminate the Contract on any future breach of this Contract in accordance with the terms of this Section.

Default of the Builder: If the Builder fails to execute the work in accordance with the terms of this Contract and the Contract Documents, or default in performance of any provision herein or any provisions of the Contract Documents, or fails to make timely payment to subcontractors or suppliers, or if Builders’ liens are registered against the Land, or if the Builder should become insolvent or bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed, the Purchaser may, at their option provide seven (7) days written notice to the Builder requiring it to cure the default. Should the Builder fail to cure the default in the time specified, the Purchaser, where applicable, shall immediately notify the Program of the default and apply for any warranty protection if available, prior to taking any further steps against the Builder, including termination.

Where the Purchaser is entitled to terminate, the Purchaser may elect not to terminate the Contract, but in the event the Purchaser elects not to terminate, such election shall not act as waiver of its right to terminate the Contract on any future breach of this Contract in accordance with the terms of this Section.

24. **CANCELLATION.** The Builder and Purchaser agree that should the Builder not be able to commence construction within 120 days from the date of this Agreement due to causes beyond the Builder’s control, such as (but not limited to) the inability to obtain necessary permits; delays from Developers; failure of the Purchaser to qualify for a suitable mortgage; failure of the Purchaser to submit approval for pre-construction items; inability to comply with provincial or municipal statutes and the like, then the Builder may cancel this Agreement on seven (7) days written notice to the Purchaser. The Builder’s liability to the Purchaser shall be limited to the refund of any monies paid by the Purchaser to the Builder after deducting any reasonable and necessary expenses incurred by the Builder prior to cancellation.

25. **DISPUTE RESOLUTION.** If any dispute arises between the Parties with respect to any matter in relation to this Agreement, the Parties agree to attempt a peaceful resolution to all disputes. The Parties agree that any dispute arising from this Contract or any dispute either may have with the other, shall be submitted first through remedies provided for via the subscribed applicable warranty program (ANHWP and NHBPA), prior to any other dispute resolution process.

26. **NOTICE.** Any notices required to be given under this Agreement shall be given to either the Builder or the Purchaser in writing, emailed to or delivered to the other at the address shown in this Agreement. Any notice delivered by mail shall be deemed to have been received five (5) days after it has been posted in a pre-paid addressed envelope. Any notice delivered by email shall be deemed to have been received within 24 hours of sending.

27. **ACCEPTANCE BY PURCHASER.** The payment of progress payments by the Purchaser shall be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters that are open and obvious, but the entire work is to be subject to inspection and approval of the Purchaser as to defects not obvious upon inspection during the progress of the work, at the time when it shall be claimed by Builder that the Contract and the work are completed.

28. **LICENSED REALTOR.** Unless a licensed realtor has been retained in writing by the Builder, the Purchaser hereby undertakes, agrees and represents that the Purchaser has not at any time, carried out negotiations, inspections or had other dealings with the Builder for the Land and Home described in this Contract, through a licensed realtor. Unless expressly approved, the Builder does not consent to and shall not pay any of the Purchasers realtor commissions, fees or charges. All realtor commissions, fees or charges incurred in relation to the Purchasers realtor shall be the Purchasers sole obligation. Further, the Purchaser agrees that no licensed realtor has introduced the Purchaser to the Land or Builder, or has been the effective cause of the purchase contemplated in this Agreement unless otherwise stipulated in writing prior to the acceptance of this Contract.

29. **LEGAL FEES.** In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, the reasonable sum for the successful party's legal fees and costs on a solicitor client basis unless otherwise agreed to in writing by the successful party.

30. **GOVERNING LAW.** It is agreed that this Contract shall be governed by, construed and enforced in accordance with the laws of the Province of Alberta.

31. **TIME OF ESSENCE.** It is agreed that time is to be considered of the essence in this Agreement.

32. **INTERPRETATION.** All words in this Contract may be read and construed in the plural number or the singular if there be more than one Purchaser named and in such case, this Contract shall be deemed to bind the Purchaser individually, as well as, severally and jointly and also the masculine gender shall be construed to include the feminine or a body corporate where the context of this Contract so requires. The Builder and the Purchaser are collectively called the "Parties".

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Builder Job#

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Purchaser Initial

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33. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties and no representations, warranties and previous statements made by any person or agent other than those in writing in this Agreement signed by the Parties shall be binding on the Parties so as to vary the terms of this Agreement.

34. **NO ASSIGNMENT.** No assignment of this Contract shall be valid by either the Purchaser or the Builder without the written consent of the other.

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35. **PRIVACY POLICY.** The Builder respects the Purchaser’s right to privacy and is committed to protecting personal information. In order to fulfill the requirements of this contract, the Builder must gather and share personal information of the Purchaser. Personal information is any information that identifies the Purchaser as an individual or business. Personal information includes, but is not limited to:

- (a) Name, address, telephone number, email address;
- (b) Municipal and legal description of the Purchaser’s current home as well as the home they are purchasing;
- (c) Likeness and/or photo;
- (d) Government photo identification; including date of birth
- (e) Employment status and employer details;
- (f) Financial and lender details;
- (g) Details on the purchase of the contracted home such as the plans, specifications, addendums, additions and changes;
- (h) Warranty and service information related to the home

36. **PRIVACY SAFEGUARDS.** The Builder will protect the Purchaser’s personal information with appropriate security safeguards. The Builder will not collect, use or disclose personal information for any purpose other than described in this contract except with consent. The Builder will only retain personal information for as long as is reasonable for the purposes identified herein, or as may be required by law.

37. **USE OF PERSONAL INFORMATION.** The Builder collects, uses and discloses personal information for the following purposes:

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- (a) To identify the Purchaser;
- (b) To understand the Purchaser’s needs in regards to area, size and style of home as well as financial ability to purchase a desired home;
- (c) To provide quality services and options packages that may be available;
- (d) To meet legal and regulatory requirements;
- (e) To maintain an accurate history of the home with respect to any work, materials or services provided both during the build and after possession;
- (f) To supply and/or improve the provision of products and services that will benefit use and enjoyment of the home;
- (g) To enroll the property in warranty coverage and website access to share information with the Purchaser;
- (h) To monitor customer satisfaction.

38. **SHARING OF PERSONAL INFORMATION.** Third parties that obtain the Purchaser’s personal information are required to have their own Privacy Policies. Said policies may differ from the Builder Privacy Policies. The Builder discloses personal information to the following parties:

- (a) Builder’s trades, suppliers, surveyors, engineers, consultants, appraisers, realtors, lenders, insurance providers and lawyers – for the purposes of fulfilling the terms of this contract and to construct and provide warranty service to the home.
- (b) Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) to report on financial real estate transactions as required by law;
- (c) AVID® Ratings for customer satisfaction surveys and reporting;
- (d) Hyphen HO for customer access to documents and ability to request warranty service online;
- (e) Alberta New Home Warranty Program (ANHWP) and the New Home Buyer Protection Act (NHBP) enrollments for warranty coverage;
- (f) Municipal authorities to obtain permits, real property reports and compliance where applicable;
- (g) Title insurance companies to provide title insurance where applicable;
- (h) Land developers to obtain architectural approvals, Homeowner Association (HOA) memberships, and sales tracking;
- (i) Canada Mortgage and Housing Corporation (CMHC) for mortgage insurance purposes;
- (j) Canadian Home Builder’s Association (CHBA) for industry reporting and statistical information;
- (k) Statistics Canada for mandatory statistical information;
- (l) Award submissions to organizations such as AVID® Ratings, Alberta New Home Warranty Program, Customer Insight and the like;
- (m) Trade partners and suppliers for opportunities to add features and/or services during construction and/or following possession;
- (n) Various suppliers and trade partners for contests, discounts and rebates made available to the Builder and/or Purchaser

39. **PRIVACY OFFICER.** The Builder’s Privacy Officer is the point of contact to raise any concern regarding the use of personal information. Subject to any legal requirements, upon written request the Builder shall give access to the existence, use and disclosure of the Purchaser’s personal information. The Purchaser is entitled to question and/or correct the accuracy, completeness and use of the personal information. To contact the Privacy Officer, please write to “Privacy Officer” Pacesetter Homes at 3203 – 93 Street NW, Edmonton, Alberta T6N-0B2.

40. **CHANGES TO THE PRIVACY POLICY.** This Policy is effective as of March 03, 2020. The Builder regularly reviews policies and procedures and may change the Privacy Policy from time to time without notice. For the purposes of this Privacy Policy, the “Builder” means Qualico Developments West Ltd and its affiliate Pacesetter Homes Partnership.

PURCHASE AGREEMENT CONTRACT
(SALE OF LAND AND CONSTRUCTION OF HOME)

41. **PURCHASERS CONSENT TO DISCLOSURE OF PERSONAL INFORMATION.** The Purchaser expressly consents to the collection, use and disclosure of the Purchaser’s personal information by the Builder to the parties noted herein.

DS
JB

By initialing this clause, the Purchaser agrees that they have provided express consent for the Builder, related trades and other third party entities to contact them via electronic messaging. This includes communications not related to the purchase of the home described herein. The Purchaser may withdraw their consent for items not related to this purchase contract at any time by sending their name, address and contact information with the subject line “STOP ELECTRONIC CONSENT” by email to info@yourpacesetter.com or in writing to the Director of Administration, Pacesetter Homes Ltd, 3203-93 St Edmonton, AB T6N-0B2

42. **BINDING EFFECT.** This Contract shall inure to the benefit of and be binding upon the Parties and their respective heirs, administrators, executors, successors and assigns.

DS
JB

43. **PURCHASER’S ACKNOWLEDGEMENT.** The Purchaser acknowledges that they have read and understand the Contract and the terms, conditions, limits and exclusions that are contained in this Contract. This Contract contains binding legal obligations. The Purchaser is encouraged to obtain legal advice before signing and by signing this contract acknowledge that they agree with all terms herein.

IN WITNESS WHEREOF the Purchaser and the Builder have signed this Contract effective as of the date of the Builder’s acceptance of this Agreement.

DocuSigned by:

E099D2544AED417...

Jean Bernard Ngako
signed on 12/21/2022

DocuSigned by:
Mike Rudnisky 12/22/2022
5C33D060FA2142C...

Authorized Signatory Pacesetter Homes Ltd.

signed on

Office Use only:

DS DS DS
CB KV VB

DS
JB