



RICHMOND GREEN Purchaser Application Form

To be considered, a submission must be complete and include the following:

- Completed Purchaser Application Form
- Submission Criteria as set out in Section 5.0 of the Request for Applications
- Alberta Corporate Search carried out within the last 30 days for the Corporation that is to appear on Title.
- Letter from the purchaser acknowledging licensed broker/associate representation *(if applicable)*

PROPERTY REQUESTED

| | |
|--------------------------------------|---|
| Legal Plan | Ptn. Meridian 5 Range 1 Township 24, Sections 6 & 7 |
| Property Area | 4.78 acres (1.934 hectares) more or less |
| Municipal Address(es) | Ptn. 3435 Crowchild TR SW & 2539 33 AV SW To be known as 3420 Sarcee RD NW |
| Asking Price | \$12,000,000 |
| Total Purchase Price Offered* | |

CONTACT INFORMATION

| | |
|--|--|
| Purchaser's Name* <i>that is to appear on title</i> | |
| Contact Person* | |
| Phone Number* | |
| Fax Number | |
| E-mail Address* | |
| Address | |
| City | |
| Province/State | |
| Postal/Zip Code | |
| GST Registration No. * <i>GST is the responsibility of the purchaser</i> | |

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LICENSED BROKER / ASSOCIATE (IF APPLICABLE)

If using a licensed broker/associate, all negotiations must take place through them. Licensed brokers/associates involved in the transaction that are directors or shareholders of the company purchasing the property will not receive a referral or finder's fee. Please refer to the FAQs on <http://www.calgary.ca/CS/realestate/Pages/Finders-Fee.aspx> for finder's fee structure and information on when fees are payable.

| | |
|--|--|
| Associate's Name and Brokerage* | |
| Associate's Phone Number* | |
| Associate's E-Mail* | |

| | |
|---|--|
| Where did you hear about this listing?* | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Associate/realtor <input type="checkbox"/> Industry mailout <input type="checkbox"/> Direct mail <input type="checkbox"/> Online search | <input type="checkbox"/> Calgary.ca/realestate <input type="checkbox"/> Dispatch newsletter <input type="checkbox"/> Social Media <input type="checkbox"/> Roadway sign |

* indicates a required field

LAWYER INFORMATION

| | |
|------------------------|--|
| Name and Firm | |
| Phone Number | |
| Fax Number | |
| E-mail Address | |
| Address | |
| City | |
| Province/State | |
| Postal/Zip Code | |

* indicates a required field

The proposed corporation that is to hold title to the property must be either a corporation incorporated in Alberta or a corporation extra-provincially registered in Alberta. The ability to change the corporation that is to hold title should be made prior to the expiry of the due diligence period. After the due diligence period changes to a corporate entity would be permitted at The City's sole discretion.

Signature

Date

This information is collected under the authority of section 33 (c) of the *Freedom of Information and Protection of Privacy Act* and for the purpose of property sale transactions with The City of Calgary. It is protected by the privacy provisions of the *Freedom of Information and Protection of Privacy Act*.

TERMS AND CONDITIONS *(more detailed terms and conditions will accompany a proposal letter).*

1. Closing Date/Possession/Adjustment Date:

- (i.) Ninety (90) days following waiver of all due diligence conditions or as agreed to between the Vendor and Purchaser.

2. Conditions Precedent:

- (i.) The Purchaser shall, at its sole cost and expense, conduct its due diligence and shall satisfy itself that the Property is suitable no less than sixty (60) days following corporate approval. The Conditions Precedent must be waived or satisfied in writing.
- (ii.) The Purchaser shall, at its sole cost and expense, prepare and register a road plan for the required road on or before sixty (60) days prior to the Closing Date.
- (iii.) The Vendor shall, at its sole cost and expense, obtain subdivision plan approval, final plan endorsement and registration on or before sixty (60) days prior to the Closing Date.
- (iv.) If requested by the Vendor as a condition of the sale, the Purchaser shall provide confirmation that it is in possession of, or has arranged for, the funds necessary to complete the proposed development (as evidenced by the executed equity and/or debt commitment letters from one or more reputable financial institutions).

3. Special Terms and Conditions:

- (i.) A five (5%) percent deposit is required following The City's acceptance of the Purchaser Application Form and may be payable by electronic fund transfer. The deposit will be non-refundable upon execution of the Agreement of Purchase and Sale and waiver/satisfaction of all Conditions Precedent.
- (ii.) The Purchaser will be required to consider and undertake the Developer Obligations as part of the sale, at their sole cost and expense.
- (iii.) The Property is sold on an "as is" basis and the Purchaser is purchasing the Property at its own risk. The Vendor provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances.

The Purchaser shall assume all liabilities and obligations relating to the condition, environmental or otherwise, of the Property, whether such liability or obligation arose on, before or after the Closing Date, including but not limited to any liability or obligation for any contamination or clean-up of any substance at any time on or under the Property.

The Purchaser shall release and discharge the Vendor from and against any and all claims incurred or suffered by the Purchaser, including, but not limited to, those made or imposed at any time by any government authority or other third party, with respect to (1) any contamination of the Property or any adjoining or neighbouring properties, (2) the condition, including the environmental condition, of the Property, and (3) any reclamation or remediation of the Property or any adjoining or neighbouring properties as may be undertaken or required.

The Purchaser shall indemnify and save harmless the Vendor from and against any claims incurred or suffered by the Vendor, including, but not limited to, those made or imposed by any government authority or other third party with respect to (1) any contamination of the Property, regardless of whether or not such contamination occurred on, before or after the Closing Date (2) the condition, including the environmental condition, of the Property; and (3) any reclamation or remediation of the Property or any adjoining or neighbouring lands as may be undertaken or required, notwithstanding that

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those claims may have been caused or contributed to by the negligence of the Vendor, or any predecessor to the Vendor in title to the Property.

- (iv.) The Purchaser expressly acknowledges and agrees that the Property is not being sold for the purposes of re-sale, speculation, or as a holding property and accordingly, the Purchaser agrees that it will not sell or assign the Property unless the prior written consent of the Vendor, which will not be unreasonably withheld, is first obtained. Any proposed transfer or assignment, at a minimum, must meet the following conditions:
- (a) the approved transfer or assignment shall not release the Purchaser from its obligations under the sale unless an assignment and assumption agreement is entered into, which contractually obligates the assignee to assume all outstanding obligations in the Agreement of Purchase and Sale;
 - (b) the Purchaser, Vendor, transferee or assignee shall enter into an assignment and assumption agreement in a form and content satisfactory to the Vendor, and no transfer or assignment shall be valid until consented to by the Vendor
- (v.) All encumbrances currently appearing on title to the Property and any others required under the subdivision shall remain on title as permitted encumbrances for the original sale of the Property.

PURCHASER COMMENTS/ADDITIONAL TERMS: