

ADDENDUM "A"

THIS AGREEMENT IS MADE ON _____, 200__

BETWEEN

(the "Seller")

and

(the "Buyer")

and

(the "Escrow Agent")

Whereas:

- A. The Buyer is purchasing from the Seller, the property at _____, Calgary, Alberta, which is legally described as:
Plan: _____, Block _____, Lot _____ (the "Property")
- B. In partial consideration with the purchase of the Property, the Buyer is assuming the Vendor's existing mortgage to _____. which is registered as # _____, _____ (the "Assumed Mortgage") and granted a new second mortgage against the title to Property to the Seller in the amount of \$ _____ (the VTB Mortgage):
- C. The Seller requires and the Buyer has agreed to transfer title to the Property to the Seller in the event the Buyer defaults in the performance of the mortgagor's obligations under either the Assumed Mortgage or the VTB Mortgage;
- D. The Escrow Agent has agreed to take custody of the Transfer of Land for the Property from the Buyer to the Seller (the "Transfer") and to register the Transfer of Land upon certain conditions;

THEREFORE the Seller, the Buyer and the Escrow Agent, each for good and valuable consideration received, the sufficiency of which is hereby acknowledged, agree with each other as follows:

1. The preamble forms part of this agreement,
2. In the event the Buyer defaults in any monthly or annual lump sum payments to be made under the VTB Mortgage or defaults in any payments to be made under the Assumed Mortgage (the "Defaulted Payment"), the Seller may notify the Escrow Agent who shall give written notice to the Buyer by delivery to the mail receptacle at the Property to make the Default Payment within 14 days (the "Notice").
3. In the event the Buyer make the Default Payment within 14 days of service of the Notice, the Escrow Agent shall continue to hold the Transfer pending further default.
4. The Escrow Agent shall submit the Transfer to the South Alberta Land Titles Office for registration only if:

- a) The Buyer does not make the Default Payment within 14 days of service of the Notice as provided in paragraph 2 above; or

The Notice has been served upon the Buyer on 3 prior occasions during the term of the VTB Mortgage and the Seller notifies the Escrow Agent that a fourth default has occurred

- 5. Upon registration of the Transfer and conveyance of title to the Property to the Seller, the Buyer shall become an tenant-at-will of the Seller and shall pay rent to the Seller of \$_____ per day of the tenancy, or \$150.00 per day the Buyer occupies the home following termination of the tenancy-at-will by the Seller.
 - a) Upon written confirmation from the Seller that the VTB Mortgage has been paid in full, the Escrow Agent shall return the Transfer to the Buyer.
 - b) The Buyer shall pay all the Seller's costs including solicitor-client cost which the Seller may incur in enforcing or acting upon this agreement.
 - c) Time shall be of the essence in all respects.
 - d) This agreement is binding upon the Seller and the Buyer and their respective heirs, successors and assign.
 - e) The parties agree that in the event of any dispute regarding any of the terms of this agreement, such dispute shall be decided by a single arbitrator appointed and to be governed by the provisions of the Arbitration Act of Alberta, whose decision shall be final and binding upon the parties, and not be subject to appeal.

The parties have executed this agreement at Calgary, Alberta

Witness

Witness

Witness

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____ of the City of Calgary, in the Province of Alberta,
Barrister and Solicitor, DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by _____
named in the Addendum "A" to Real Estate Purchase, and that I acted solely for them and explained
fully to them the nature and effect of the said Addendum "A" to Real Estate Purchase, and they did
acknowledge and declare that they fully understood the nature and effect of the said Addendum "A" to
Real Estate Purchase, and they did acknowledge and declare that they fully understood the nature and
effect thereof, and did execute the Addendum "A" to Real Estate Purchase of their own volition and
without fear, threat, compulsion or influence from any person.

Dated at the City of Calgary, in the Province of Alberta, this _____ day of _____, 200____

Barrister & Solicitor

I have read and acknowledged the foregoing:

AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT:

) I,
) of the City of Calgary
) in the Province of Albert
) MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see _____ named in the within instrument, who is personally know to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the City of Calgary in the Province of Alberta and that I am subscribing witness thereto.
3. THAT I know the said party and he/she is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the)
City of Calgary)
In the Province of Alberta)
This ____ day of _____)
A.D. 200____)

A Commissioner for Oaths in and
for the Province of Alberta