

**The following is attached as SCHEDULE "A" to the Offer to Purchase made by
to 4848021 Manitoba Ltd.**

1. The Purchase Price shall include the installation of hydro electric power lines and telephone lines to the property line and the Vendor covenants and agrees to cause the same to be installed to the property line on public rights-of-way in accordance with the terms and conditions of the development agreement entered into by the Developer with the Rural Municipality of Tache (the "RM"). Any and all other services which the RM and/or any other authority requires to be installed as a result of and/or as a condition of the development of the Land, including without limiting the generality of the foregoing, such things as:

- i) paving of front driveway approaches from the streets to the front lot line where no public lanes are provided;
- ii) frontage and flankage boulevard grading and sodding;

shall not be included in the purchase price, and same shall be installed at the Purchaser's expense and in accordance with the requirements of the RM and/or such other applicable authority.

2. The Purchaser acknowledges, covenants and agrees that:
- (a) Before commencing the construction of any dwelling on the Land and before applying for a building permit in connection therewith the Purchaser shall submit to the Vendor the site plan and elevation plan and construction drawings of the dwelling proposed to be erected thereon and shall obtain the Vendor's approval thereto. The Vendor shall have the right to withhold approval or grant approval subject to such conditions as it may impose, and thereafter the Purchaser shall not change or vary such approved site and elevation plans and construction drawings without first obtaining the Vendor's approval to such changes;
 - (b) No construction shall take place until all amounts owing hereunder shall be first paid to the Vendor.
 - (c) The Purchaser will not permit occupancy of the dwelling on the Land until all monies due and owing with respect to said lot have been paid in full to the Vendor and the dwelling has been serviced with sewer and water facilities which have been connected to the RM's services. Should the Purchaser permit any person to occupy a dwelling in contravention of this provision, the Purchaser shall be fully liable for any damage, cost or expense occasioned by such occupation, as well as damages incurred by the Vendor as a result thereof. The Purchaser further agrees to take immediate legal action to recover vacant possession of such dwelling, failing which the Vendor may take such action at the Purchaser's cost and expense;
 - (d) A dwelling must be under construction and the exterior of the dwelling shall be completed on each lot contained within the Land within a period of twenty-four (24) months from the date of this Agreement;

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- (e) The necessary grade elevations will be obtained by the Purchaser, at the Purchaser's expense, from Stantec Consulting, the project engineer, and the Purchaser will erect a dwelling on the Land in proper compliance with such elevations and the Purchaser will pay for any damage or costs that may result from a breach of this provision;
- (f) The Purchaser will install at its own expense a driveway approach from the street pavement to the property line of the Land and all sewer and water connections from the front lot line to the dwelling in accordance with the requirements of the RM, and will secure from the RM all necessary permits in connection therewith, and will pay the RM all its charges therefor;
- (g) Where required by the RM, the Purchaser will ensure that only domestic waste water pipes are connected to the RM's waste water system, and that all other drainage, including roof rainwater and flows from weeping tiles be collected and dispersed on the Land;
- (h) The Purchaser shall provide topsoil, and shall grade and sod the boulevards fronting and flanking the Land to the standards of the RM and within such time as the RM may designate and in any event, within eighteen months (18) from the date of issuance of the building permit for the dwelling to be erected on the Land. The Purchaser shall also provide all reasonable and necessary maintenance of said boulevards until the dwelling has been occupied;
- (i) The Purchaser shall be responsible for the removal of surplus trees, shrubs, earth and debris from the Land and/or the securing of the required fill to bring the finished level of the Land to the required grade elevations;
- (j) The Purchaser will not deposit or store refuse, debris, soil or other materials on any land in the subdivision, including the Land, and shall remove any materials so deposited within seventy-two (72) hours notice, failing which the Vendor may remove such material at the cost of the Purchaser;
- (k) The Purchaser will keep down noxious weeds and shall comply in all respects with the "The Noxious Weed Act" with respect to the Land and shall indemnify and save harmless the Vendor from all costs and expenses and penalties which may be imposed upon the Vendor in the event the Purchaser may be in default hereunder;
- (l) The Purchaser shall be liable for and shall indemnify and save harmless the Vendor from and against all costs of replacement or repair of any damaged water and sewer lines, manholes, catchbasins, waterboxes, hydrants, valves, roadways, curbs, sidewalks, hydro works, surveyor's marks, grade stakes or other services on or adjacent to, or pertaining to the Land or any other land in the subdivision in the event such damage may have been caused by the acts or omissions of the Purchaser or its workmen, agents, or by anyone for whom it would be responsible, or by trucks making deliveries of materials to the Land. In the event the Vendor is required by the RM to make good any such damage, the Purchaser shall pay to the Vendor, upon demand, all costs incurred by the Vendor in making good such damage, together with interest thereon at the rate of 10% per annum computed from the date of demand until payment;

- (m) The Purchaser agrees that the construction of the dwelling on the Land will comply with, all applicable zoning bylaws and building bylaws of the RM;
- (n) The Purchaser will not subdivide the Land so as to vary the number of building sites thereon, nor will he vary the zoning of the Land without the prior written consent of the Vendor;
- (o) There shall only be one dwelling constructed on the Land and shall fully comply with the Development Guidelines as set forth in Paragraph 10 hereof;
- (p) The Purchaser will not apply to the RM to use the Land or any portion thereof, for a purpose other than as a permitted use under the applicable zoning by-laws of the RM, unless the Vendor's permission in writing is first had and obtained;
- (q) The Purchaser's solicitor shall not be entitled to impose any trust conditions upon the Vendor's solicitor upon closing of the transaction herein except that:
 - i) it will provide the Purchaser's solicitor with a transfer of land in respect of the Land in registerable form which, when registered will result in title issuing in the name of the Purchaser free and clear of all registered liens, charges, mortgages and encumbrances except those permitted by this agreement or effected by or at the instance of the Purchaser;
 - ii) the Purchaser will receive vacant possession of the Land on the date for possession and adjustments;
 - iii) any real property taxes due and unpaid in respect of the Land shall be paid;
- (r) The preferred paving for the driveway on the Land shall concrete pavement or interlocking paving stones, from the dwelling to the concreted driveway approach. All of such paving shall be complete within one year from the date of issuance of the building permit for the dwelling to be constructed on the Land;

3. The Purchaser covenants and agrees not to file any caveat against the Land until the purchase price has been fully paid.

4. As security for payment of the costs or non-compliance of the terms and conditions set out in this Agreement, the Purchaser shall provide the Vendor upon the execution of this Agreement with a cash deposit of \$1,000.00. It is understood and agreed that the entire security deposit may be applied to remedy any Purchaser's default with respect to this Agreement. However, said security deposit shall in no way be deemed to limit the liability of the Purchaser. The unused balance of the security deposit shall be repaid by the Vendor within a reasonable period of time after the Purchaser gives the Vendor written notification that the driveway and sodding requirements set out herein have been complied with for the Land in respect of which the deposit was paid and the Vendor has confirmed same.

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5. Unless otherwise provided herein, upon receiving payment of the balance of the purchase price owing for the Land, including adjustment for taxes and all accrued interest and other charges or deposits herein set out, the Vendor shall deliver to the Purchaser a registerable Transfer of Land for the Land, which Transfer of Land upon registration in the Winnipeg Land Titles Office shall be sufficient to vest title to the Land in the name of the Purchaser free and clear of all registered encumbrances except those placed by or through the Purchaser, and except for building restriction caveats, RM's planning schemes or zoning bylaws of the RM, and except for caveats registered in connection with easements or right-of-way related to the installation of sewer, water, power, telephone, cable T.V. and gas lines, and caveats registered in connection with any matter set out in this Agreement. The Vendor shall not be required to provide the Purchaser with a Declaration as to Possession and the Purchaser agrees not to request same from the Vendor. The Vendor represents, warrants and covenants that it is not now nor at the Possession Date will be a non-resident of Canada within the meaning of the Income Tax Act (Canada).

6. The Purchaser covenants and agrees NOT TO SELL THE LAND WITHOUT THE PRIOR WRITTEN CONSENT OF THE VENDOR FIRST HAD AND OBTAINED except where the Purchaser has erected a dwelling on such Land prior to resale. The Vendor reserves the right to refuse its consent to the resale of the Land or may consent to such resale, (subject to it approving the sale price of the Land in the event of resale) as the Vendor may in its sole and uncontrolled discretion determine. Should the Purchaser resell the Land in contravention of this provision, such resale shall be considered a default, and the Vendor shall be entitled to retain the security deposit set forth in Paragraph 4 hereof and shall be entitled to recover from the Purchaser any profit made by the Purchaser on such resale, which amount shall be recoverable as liquidated damages, and not as a penalty. For the purposes of this Agreement, the term "profit" shall be defined as the difference between the total consideration payable to the Purchaser upon resale, and the amount which the Purchaser has agreed to pay the Vendor for the lot hereunder excluding interest charges and realty taxes.

7. Upon default in payment of the monies due hereunder, or any part thereof, on the days and times aforesaid, or in performance or fulfilment of any of the stipulations, covenants, provisoes and agreements on the part of the Purchaser herein contained, the Vendor may mail in a registered package addressed to the Purchaser at:

or may deliver to the Purchaser a notice signed by or on behalf of the Vendor to the effect that if at the end of fifteen (15) days from the time of mailing or delivery thereof, the amount so due be not paid or the stipulations, covenants, provisoes and agreements so in default be not performed or fulfilled, this Agreement shall be determined and at an end, and the Vendor shall be entitled to retain any sum or sums paid hereunder as and by way of liquidated damages, and all rights and interests created herein or then existing in favour of the Purchaser, or derived under this Agreement, shall

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thereupon cease and determine, and the Land shall revert and re-vest in the Vendor and without any right on the part of the Purchaser to any compensation for or return of monies paid hereunder.

Part payment of the amount so due or part performance only of the said stipulations covenants, provisoes or conditions so in default, after the mailing or delivery of the said notice, shall not operate to prevent this Agreement from being determined and at an end, or to prevent the operation of any other provisions of this Agreement at the end of the said fifteen (15) days, unless the Vendor shall expressly so agree in writing, and no waiver of any stipulations, covenants, provisoes, agreements or conditions, or of any breach thereof, shall operate to waive any other matter or thing herein contained. The provisions of this paragraph shall in no way limit, restrict or prevent the Vendor from taking suit or legal proceedings for specific performance or any other proceedings necessary to enforce the provisions of this Agreement.

8. The Purchaser shall pay all and any Goods and Services Tax ("GST") that may be exigible in connection with the purchase of the Land.

The Vendor's GST Registration Number is _____ . The Purchaser may give the Vendor the Purchaser's G.S.T. Registration Number and an undertaking to self-assess and Indemnify in the form acceptable to the Vendor's solicitors instead of paying the Vendor the applicable G.S.T.

9. Upon delivery of a transfer of land by the Vendor to the Purchaser for the Land, the Vendor shall also provide a caveat which shall be registered by the Purchaser's solicitors in series with such transfer and prior to any other registration (including any mortgage or caveat made by or in favour of the Purchaser) evidencing the restrictions set forth herein.

10. (a) All houses shall have an attached 2 car garage.
- (b) The preferred paving for all driveways shall be concrete or interlocking paving stones from the garage to the street pavement provided that the apron to the street pavement shall be concrete. Not more than one driveway shall be constructed for each dwelling unit and the driveway shall not have more than one access to street.
- (c) Side yards shall be a minimum of 7 feet.
- (d) Identical house structures and finishes will not be permitted on adjacent lots.
- (e) Exterior elevations shall consist only of brick, stucco, stone, vinyl siding or a combination thereof.
- (f) Bungalows and bi-levels shall have a minimum size of 1,200 square feet and two storey houses shall have a minimum size of 1600 square feet..
- (g) All house plans must be submitted to the Developer's agent and approved by the Developer prior to applying for a building permit. The Developer shall provide

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its decision regarding such approval within 2 business days receipt of such house plans.

(h) Fence Heights:

(1) Lots on Linear Parkway

Six-foot high fencing on side property lines, ending on linear parkway, shall be restricted to 40 feet behind house. The balance of fencing on side property lines shall not exceed four feet in height. Open rail fence height along rear property line shall not exceed four feet. A chainlink fence is permitted along the rear property line and along the sideyard from a distance 40 feet behind house to rear property line and shall not exceed four feet in height.

(2) Flanking Lots (Corner Lots)

Six-foot high solid fencing or chainlink fencing is permitted on sides and rear property lines.

(i) Lots on Linear Parkway backing on a creek. To preserve the integrity, look and to minimize erosion, the rear yard landscaping must be completed within a year from commencement of construction. Homeowners on Linear Park backing on to a creek are to maintain the landscape area between the property line and the public walkway. The homeowner may install sod or seed from the property line to the walkway if desired. The area below the walkway to the water's edge is not to be landscaped by the homeowner. Homeowners may not use the creek water for irrigation purposes.

(j) Homeowners shall maintain boulevard trees and install and maintain boulevard sodding to the street curb. Additional planting and/or landscape features on the boulevard shall be permitted only and after plans have been submitted and approved in writing by the RM of Taché.

(k) Recreational vehicles, trailers, boats and commercial vehicles cannot be permanently stored in the front yard or driveway of any property between the building line and the curb but may be parking in fenced side yard.

(l) Guidelines are subject to exceptions at the sole discretion of the Developer