

PRIORITY RESERVATION AGREEMENT

This Reservation made as of the _____ day of _____, 20____ .

BETWEEN:

(hereinafter called the "Reserver")

-and-

(hereinafter called the "Vender")

WHEREAS the Vendor or a company it will incorporate is or intends to be the beneficial owner of a certain parcel of land being:

- (i) Block 156, Plan of Subdivision 43M1785, City of Brampton

AND WHEREAS the Vendor intends to develop a commercial condominium plaza on the Property in compliance with the provisions of the *Condominium Act*, 1998, S.O. 1998, c. 19, as amended and the regulations made thereunder from time to time (the "Act");

AND WHEREAS the Reserver desires to sign this Reservation in order to secure the right to submit an Offer to Purchase a unit within the proposed condominium project (the "Project") to be developed on the Property;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, and of a reservation deposit of _____

_____ (\$ _____) made Payable to the Vendor's Solicitors, Philip Gordin Professional Corporation in Trust (the "Reservation Fee") and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto acknowledges, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Vendor hereby grants to the Reserver a reservation to submit an Offer to Purchase on the Vendor's standard form of Agreement of Purchase and Sale (the "Purchase Agreement"), proposed Unit number _____, in Building _____ comprising approximately _____ square feet (the "Unit") within the Project at a purchase price of _____ (\$ _____) (the "Purchase Price") with the proposed use of the Unit as _____ (the "Use").

2. The Reserver shall have three (3) days after receipt of such Purchase Agreement to execute the Purchase Agreement and pay the deposits required thereunder, failing which this Reservation Agreement shall be terminated and the Vendor shall be entitled to retain any Reservation Deposit paid by the Reserver herewith with interest and without deduction, unless the failure by the Reserver to enter into the Purchase Agreement is because of the Vendor's termination of the Reservation for any of the reasons set out in section 5 herein, in which case this Reservation shall be terminated and the Reservation Fee shall be returned in full to the Reserver with any accrued interest and without deduction.

3. The Vendor and Reserver hereby acknowledge and agree that this Reservation is merely an agreement to enter the definitive Purchase Agreement and receipt for the Reservation Fee, and does not constitute a binding Agreement of Purchase and Sale for any Unit in the Project, nor does the Reservation Fee constitute a deposit under a Purchase Agreement. Upon the Reserver and the Vendor entering into the Vendor's Purchase Agreement for the Unit, and following the expiry of the ten (10) day Disclosure period, the Reservation Fee shall be credited on account of the Purchase Price of the Unit.

4. The Vendor and the Reserver hereby further acknowledge and agree that nothing contained herein shall obligate the Vendor to proceed with the development and construction of the proposed Condominium Project, and that the Vendor shall be entitled to terminate this Reservation in the event that the Vendor does not complete the purchase of Property; if the development and construction or sale of the Unit is not economically feasible in the Vendor's sole discretion; if the Reserver is not financially capable of closing the purchase of the Unit in the Vendor's sole discretion; and if the zoning by-laws of the City of Brampton to allow the Purchaser's proposed use contemplated above, and compliance with the provisions of the Act cannot be complied with upon terms satisfactory to the Vendor, in its sole discretion. In the event of such termination by the Vendor, the Reservation Fee shall be returned in full to the Reserver with any accumulated interest and without deduction.

5. The Reserver acknowledges having been advised by the Vendor that the Unit may be presently reserved under one or more prior reservations and the Reserver agrees that this Reservation is subject to such reservations. Only upon cancellation or termination of all prior reservation with respect to the Unit and the Unit not being

purchased by a prior person, will the Reserver by given an opportunity to purchase the Unit in accordance with this Reservation.

6. Provided that the Reserver shall not be entitled to sell, transfer or assign this Reservation to any other party without the written consent of the Vendor, which consent may be arbitrarily withheld.

7. This agreement constitutes the entire agreement between the parties and supersedes all other agreements, understandings, negotiations and discussions, whether oral or written, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein. No amendment to this agreement shall be binding on a party unless executed by such party in writing.

8. Any notice required or permitted to be given hereunder shall be sufficiently given if delivered personally or sent by prepaid registered mail or, if transmitted by facsimile to such party:

(a) In the case of the Reserver, to:

(b) In the case of the Vendor, to:
c/o Philip Gordin Professional Corporation
1 Director Court, Suite 105
Woodbridge, Ontario L4L 4S5
Attention: Mr. Philip Gordin

9. This Reservation shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and time shall be of the essence hereof. This Reservation shall ensure to the benefit of and be binding upon the respective successors and assigns of the Reserver and the Vendor. Each of the Reserver and the Vendor covenants to execute and deliver all documents, perform all acts and things necessary or appropriate to give effect to the purpose and intent of this Reservation.

10. Any provision of this Reservation which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision.

IN WITNESS WHEREOF the parties hereto have executed this agreement under seal.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

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_____))

Witness)

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_____))

Witness)

Individual Name: (the "Purchaser")

Individual Name: (the "Purchaser")

Per: _____
Name:
Title: President
I have authority to bind the Corporation