

MATTAMY HOMES

SCHEDULE “1”

Definitions

5. (a) **“Developer”**: means the Vendor if applicable and/or any predecessor in title to the Real Property who has entered into obligations with the Municipality for subdivision or servicing of the Real Property or any other party who may have rights over architectural control of the Dwelling.
- (b) **“Dwelling”**: means the house to be constructed on the Real Property or, alternatively at the Vendor’s option, constructed in whole or in part remote from the Real Property and located or installed upon the Real Property.
- (c) **“HST”**: means federal goods and services tax and applicable provincial sales tax.
- (d) **“Levy” or “Levies”**: means all levies, development charges, education development charges or any impost or other charges imposed by a Municipality or private or public utility corporation in respect of the Real Property.
- (e) **“Municipality”**: means any municipal corporation whether local or regional having jurisdiction over the Real Property.

Interpretation of Agreement

6. If the Purchaser cannot identify or understand any of the provisions of this Agreement, the Purchaser should discuss them with the Vendor or salesperson.

The Purchaser acknowledges and agrees that, upon acceptance by the Vendor, this is a FIRM AND BINDING Agreement, WITHOUT ANY CONDITIONS whatsoever for the benefit of the Purchaser, including any conditions for review or approval by third-party advisers of the Purchaser (financial, planning, banking, legal or otherwise) unless specifically set out in a dedicated Schedule hereto.

For further information about this Agreement and your new home, the Vendor may be contacted at 6696 Financial Drive, Mississauga, Ontario, L5N 7J6, Tel: 905-203-3900.

This Agreement is to be read with all changes of gender or number required by the context.

All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement.

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each party.

Time shall in all respects be of the essence.

Payment of Purchase Price and Financing

7. (a) If requested by the Vendor (which demand may be made at any time or times), the Purchaser shall deliver to the Vendor (i) a copy of a binding commitment from a third party institutional lender (the **“Lender”**) for permanent mortgage financing for the balance of the Purchase Price (the **“Commitment”**) plus any other amounts payable to the Vendor as contemplated herein; or (ii) other evidence satisfactory to the Vendor, in its sole, subjective and absolute discretion, of the Purchaser’s ability to finance the balance of Purchase Price on Closing plus any other amounts payable to the Vendor as contemplated herein. Such Commitment, or other evidence required by the Vendor, must be delivered by the Purchaser to the Vendor within 21 days of the date of execution of this Agreement by the Purchaser and at such other times as specified by the Vendor.
- (b) The Purchaser, by executing this Agreement hereby irrevocably authorizes and directs any proposed Lender to release to the Vendor, at such times as the Vendor may request, all information and documentation in the Lender’s possession and control respecting the Commitment, as contemplated in this Section 7, and the Purchaser further agrees to provide the Lender with the necessary additional authority to provide such information to the Vendor, if such additional authority is required, without exception. If the Purchaser does not intend to rely upon mortgage funds to complete the subject transaction then the Purchaser shall provide a letter from their bank or solicitor satisfactory to the Vendor, in its sole, subjective and absolute discretion, confirming the Purchaser’s ability to complete this transaction.
- (c) If the Purchaser fails to submit a Commitment, or any of the other evidence or permissions described above, within a reasonable time period as provided by the Vendor, or if the information that is provided is in whole or in part false or misleading, then such failure shall constitute an act of default under this Agreement. If the Vendor, in its reasonable discretion, determines that the Commitment or other evidence submitted by the Purchaser does not demonstrate a reasonable financial ability to complete the transaction, additional deposits shall be payable by the Purchaser at such times and in such amounts indicated by the Vendor, in its sole, subjective and absolute discretion, provided that such further deposits total no more than 10% of the Purchase Price.
- (d) Only if so indicated as an Early Termination Condition in Schedule T (Tarion), this Agreement shall be conditional on the Vendor being satisfied, in its sole, subjective and absolute discretion, with the Purchaser having sufficient financial resources to complete the transaction, which condition may be satisfied or waived, or not, by the Vendor at any time within 60 days following execution of this Agreement in the manner set out in Schedule T (Tarion). Whether or not this Agreement is subject to any such Early Termination Condition, the Purchaser’s obligations as set out in Sections 7(a), 7(b) and 7(c) of this Agreement shall always apply.

Adjustments of Purchase Price and Deposits

8. In addition to paying the Purchase Price, the Purchaser shall reimburse the Vendor for any expenses that the Vendor incurs as agent for the Purchaser including amounts paid by the Vendor, and the Purchase Price shall be increased or adjusted as of Closing with respect to:

- (a) any charges paid to a utility for the installation, connection, energization or inspection of services or meters;
- (b) costs incurred by the Vendor for boulevard landscaping (which, in some municipalities, may include tree planting), fencing and asphalt paved driveway;
- (c) any increase of an existing, or imposition of a new Levy, plus HST, between the date this Agreement is executed and the date upon which a building permit for the erection of the Dwelling is issued;
- (d) the enrolment fee required pursuant to the statutory warranty coverage described in the *Ontario New Homes Warranty Plan Act* (the "**Tarion Warranty Program**"), and the regulatory oversight and licensing fees attributable to the Dwelling and/or the Property by the Home Construction Regulatory Authority established under the *New Home Construction Licensing Act, 2017*, as amended from time to time (the "**NHCL Act**");
- (e) realty taxes, fuel, water rates, assessment rates and local improvements that were paid prior to or after Closing and which relate to the post-Closing period which are to be apportioned and allowed to the date of Closing. In the event that realty taxes have not been broken down in respect of the Real Property, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay the en bloc realty taxes as the same fall due and, agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to the Real Property. Realty tax re-assessment and/or supplementary tax bills relating to the Dwelling issued subsequent to Closing shall be the sole responsibility of the Purchaser; and
- (f) an administration fee of \$250 (plus HST) for any cheque or payment returned for insufficient funds or as a result of a stop payment order (in the event the Vendor, in its sole, subjective and absolute discretion, forgives the default arising thereby).

As the owner of the Real Property on Closing, the Purchaser shall be liable for any and all realty taxes that are payable in relation to the Real Property for the period after Closing including, without limitation, any taxes that were paid in advance by the Vendor on behalf of the Purchaser in relation to the post-Closing period. If, for whatever reason, such amounts have not been adjusted for on Closing, the Purchaser shall fully reimburse the Vendor after Closing on account of such amounts.

The day of Closing shall be apportioned to the Purchaser. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales taxes may be collected and remitted by the Vendor. The Purchaser agrees to pay after Closing any charges for water, hydro, fuel and other services.

The parties agree to readjust any of the above items where appropriate after Closing.

The parties acknowledge and agree that, as part of and included in the Purchase Price herein, the Vendor has or will pay on behalf of the Purchaser, all current Levies, imposts, building permit fees (for permit obtained on behalf of the Purchaser), and all applicable development charges including education development charges applicable to the Real Property as estimated by the Vendor. The parties acknowledge and agree that these amounts shall be shown separately in the statement of adjustments to be delivered to the Purchaser prior to Closing. Any development charge rebates, credits or other reimbursements or reductions of Levies, imposts or fees paid or credited to the Vendor from any source whatsoever shall be for the sole account of the Vendor and shall not be the basis for and shall not give rise to any right to readjustment, abatement or reduction of the Purchase Price or any claim by the Purchaser of any kind whatsoever. Increases to Levies and imposition of new Levies remain at all times subject to subsection (c) of this Section 8.

If, as a result of an appeal, reassessment or other adjustment of realty taxes applicable to the Real Property with respect in whole or in part to a taxing period prior to Closing, the Purchaser receives a refund from the taxing authority, the Purchaser shall immediately pay such refund, to the extent it relates to a taxing period prior to Closing, to the Vendor notwithstanding that Closing has already occurred.

**Permitted
Alterations to
Lot or Model**

9. The Vendor agrees that it will use reasonable commercial efforts to complete the Dwelling substantially in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office and subject to the provisions of this Agreement. All work will be performed in a workmanlike manner, free from defects in material and in compliance with the Ontario Building Code and is warranted in accordance with and to the extent of the provisions of the Tarion Warranty Program. All Construction Act claims for materials or services supplied to the Vendor shall be the responsibility of the Vendor. Notwithstanding the foregoing, colour and size variations may occur and the Vendor may substitute other materials, equipment, appliances and brand names of at least equal quality for those specified and the Vendor shall be permitted to alter the plans, dimensions and specifications, provided that such substitution or alteration shall not materially diminish the value of the Real Property or substantially objectively alter the Dwelling other than as expressly permitted herein. Artists' renderings of the Dwelling do not form part of the plans, dimensions and specifications.

In addition, and without limiting or being limited by the foregoing, the following alterations and adjustments may be made by the Vendor to the lot and model type selected by the Purchaser for any reason, and the Purchaser agrees that such alterations and adjustments for all purposes are minor and permissible, and the Purchaser shall accept the Dwelling constructed on the Property with any or all of the following alterations and adjustments, without compensation or abatement (which alterations and adjustments the Purchaser hereby irrevocably authorizes the Vendor to complete): (a) a change in the front elevation of the Property that results in an increase or decrease in the number of steps to the front door and any change to the grading which affects or alters the steps or entry to the Dwelling from the front door to the lot line of the Property; (b) the deletion or addition or relocation of any and all entry doors to the garage or any side doors to the Dwelling; (c) the relocation or the lowering of the elevation of any other entry doors into the Dwelling or the elevation of the laundry area or the elimination of laundry room door(s); (d) the addition or deletion of steps into any and all of the rear yard, the side yard and the garage; (e) the installation of thresholds dividing rooms or living areas required by differences in surface elevations or floor materials; (f) the substitution of a door for a patio door, or a patio door for a door; (g) the substitution of a door or patio door for a window, or a window for a door or patio door; (h) the

construction of the Dwelling reversed to the layout shown on the floor plans (mirror image which may cause side windows to align with neighboring home's windows); (i) any reduced or increased ceiling heights, the presence and/or addition of bulkheads or any reduced or increased window sizes due to grading changes or otherwise; (j) changes in the location of the furnace, fireplace, electrical box or water tank, or a change in the type of water heater (i.e. traditional or tankless water heater), or other services; (k) a reduction or increase in either (i) the total area of the Dwelling of up to five percent (5%) or; (ii) the area, or a single dimension, of any one room of up to ten percent (10%), in either case when calculating area, using Tarion's published uniform method for the calculation of floor area (and in addition to the equivalency tolerances provided for by such method); (l) any changes either before or after approval of the plans imposed by the Municipality, Developer or the architectural control architect or imposed by any architectural controls, including without limitation any change to external elevations of the Dwelling or the addition or elimination of walkouts and/or lookouts; (m) the installation of catchbasins, the addition of a sump pump in the basement or a change to the locations of downspouts and splashpads, as completed in compliance with the grading and drainage requirements of the Vendor and/or the Municipality; (n) sunken foyers, rooms or other areas of the Dwelling as a result of grading changes; (o) variation of rooflines which may differ from those shown on plans; (p) any other substitution by the Vendor permitted under this Agreement; and (q) any other change that the Vendor's architect in his unfettered discretion considers minor and permissible, and the statutory declaration of the architect or his employee in charge of the project shall be deemed to be conclusive and binding on the Purchaser.

Notwithstanding any of the above, there will be a credit, based on the Vendor's standard credits, to the Purchaser if a described walk-out or look-out basement is not built, but had been charged for, either separately or as part of the Purchase Price, according to the Vendor's standard charge for such feature. There will be a charge, based on the Vendor's standard charges, to the Purchaser if the walk-out basement or look-out was not described or shown as a feature but built anyway, whether due to grading requirements or otherwise (which the Purchaser acknowledges may not be finalized at the time of execution of this Agreement). Subject to the provisions of this paragraph, if the Vendor makes any other change that is not deemed minor or permissible without compensation, the Purchaser's sole remedy shall be to complete the Closing and make a claim for compensation, measured by the reduction to the market value of the Property as of Closing.

Lot sizes and dimensions are also subject to change without notice provided that they are not substantially varied and, without limiting the foregoing, any decrease of less than 10% of any single lot dimension or of less than 10% of the total lot area will not be considered a substantial variation.

The Purchaser is advised and agrees that exterior elevations, views, appearances and finishings related to the Real Property or any neighbouring properties may not be similar to pictures or renderings provided to or viewed by the Purchaser.

Required Pre-Construction Approval and Planning Act Compliance

10. The sitings, plans, elevations, dimensions and specifications of the Dwelling including architectural details and exterior finishes may be subject to approval by the Municipality (if so indicated in Schedule T (Tarion)). If any such required approval is not obtained by 90 days before the First Tentative Closing Date, the Deposit shall be returned without deduction or interest and this Agreement shall be at an end.

This Agreement is conditional upon the Vendor obtaining compliance at its own expense with the subdivision control provisions of the Planning Act.

The Purchaser acknowledges that applications may be made to obtain minor variances or other planning or development approvals in respect of any lands of which the Real Property forms a part or within any adjacent, contiguous lands or other land being developed by the Vendor or the Developer and the Purchaser hereby agrees that it shall not oppose any such applications. The Purchaser further acknowledges that this Agreement may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto. The Purchaser also acknowledges that municipal or other authorities may require the Purchaser's written consent for any such applications that relate to the Dwelling or Real Property in particular and will provide such written consent forthwith upon request, and failure to do so shall constitute a material breach hereof entitling the Vendor, at its sole, subjective and absolute option, to terminate this Agreement in accordance with the provisions of Section 34 hereof.

Selection of Extras, Upgrades, Colours, and Finishings

11. If the stage of completion of the Dwelling permits, the Purchaser may be requested by the Vendor to select certain colours and materials from the Vendor's samples. The Purchaser is advised that variation from the Vendor's samples may occur due to normal production process. If any selection of the Purchaser is not reasonably available during construction so that the Vendor by seeking to obtain it would be delayed in the construction of this Dwelling or other dwellings, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples. If the Purchaser has not made or approved selections within ten days of notification by the Vendor in the case of original selections, or seven days of notification in the case of an alternate selection, the Vendor may exercise all of the Purchaser's rights to colour and material selection and such selections by the Vendor shall be binding on the Purchaser. The Purchaser may not change its original interior or exterior selections (including, among other things, materials, colours, styles, shutters, windows, elevation, etc.) without the approval of the Vendor in its sole, subjective and absolute discretion, in which event the Vendor shall be entitled to charge an administration fee of \$1,000 (plus HST) in addition to the price of the revised selections.

Extras, upgrades, options and the like shall be paid for in advance and such payment shall not be refunded if this transaction is not completed by reason of the Purchaser's default. If this Agreement is terminated in circumstances in which the Deposit is to be returned to the Purchaser, any amount paid for extras, upgrades, options and the like shall also be returned without interest. If, for any reason, full payment for extras, upgrades, options and the like has not been made at the time of Closing and if the Vendor has not exercised its applicable default rights as a result thereof, such amounts may be adjusted for on Closing. The Purchaser further agrees that if any of the changes, extras or upgrades ordered by the Purchaser are unavailable or in the business judgment and discretion of the Vendor cannot be completed to an acceptable quality or within a reasonable time after Closing, then there shall be refunded or credited on the adjustments to the Purchaser that portion of the amount paid by the Purchaser in connection with extras and upgrades allocated to those extras and upgrades which will not be completed in whole or in part as valued and calculated by the Vendor. The statutory declaration of

an officer of the Vendor stating the amount of the calculation for an incomplete item is conclusive and binding on the Purchaser. The Purchaser also agrees that any amounts so calculated and/or credited shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras and upgrades which will not be completed as aforesaid.

The Purchaser acknowledges that the selection of optional extras, upgrades and options for the Dwelling can affect the marketability and saleability of the Real Property in the event of Purchaser default. The Purchaser agrees that before accepting any order for extras, upgrades and options, the Vendor may, at its option, require evidence of the Purchaser's continuing financial ability to complete the transaction. If such evidence is not satisfactory to the Vendor, in its sole, subjective and absolute discretion, the Vendor may refuse to accept any or all such orders for extras, upgrades and options and the Dwelling will be completed in accordance with the original terms hereof.

If there is more than one Purchaser, each Purchaser appoints each other Purchaser as his or her representative and agent with full authority to make colour/material selections and to enter into additional agreements for optional extras. As a result, any such selections or agreements for extras made by any one Purchaser shall be binding on all other Purchasers as if they had made such selections or entered into such agreements themselves.

**Rental
Equipment
and Chattels**

12. The Purchaser acknowledges and agrees that the Vendor may supply and install (or arrange for another party or parties to supply and install) certain rental equipment such as, for example, hot water tanks, heaters, heat pumps, and other HVAC equipment (the "**Rental Property**"). The Rental Property and any other equipment identified elsewhere in this Agreement as leased or rented is not included in the Purchase Price and shall remain chattel property and not become a fixture or part of the Dwelling house and is owned by the Vendor's designated Rental Property supplier who has a security interest in the Rental Property and may, at its option proceed to register notice of its security interest. The Purchaser covenants and agrees to comply with any rental agreement and to execute a rental agreement with the Vendor's designated Rental Property supplier in that supplier's usual form and on its usual terms and to deliver such rental agreement on or before Closing together with a void cheque to permit pre-authorized withdrawal of the monthly rental charges by the designated Rental Property supplier from the Purchaser's bank account. The Vendor may assign any right of action under the provisions of this paragraph to its designated Rental Property supplier or another entity and the Purchaser hereby consents to such assignment.

**Completion
and Risk**

13. For the purpose of closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the building reasonably may be occupied, and issuance of an Occupancy Permit as defined in Schedule T (Tarion) shall be conclusive in this regard, notwithstanding that there may remain interior or exterior work to be completed or repaired including, but not limited to, painting, driveway, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for any uncompleted or deficient work.

The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after Closing.

The Dwelling shall remain at the Vendor's risk until Closing except as provided herein.

**Pre-Delivery
Inspection,
Site Visits
and Access to
Real Property**

14. The Purchaser, or any other person on behalf of the Purchaser, will not enter the Real Property before Closing unless accompanied by a representative of the Vendor. When entering the Real Property, the Purchaser agrees to abide by the *Occupational Health and Safety Act* regulations which include wearing safety gear for head and foot or any other apparel as required by the Vendor. Under no circumstances will the Purchaser perform or cause to be performed any work of any nature on or to the Real Property prior to the conveyance thereof to the Purchaser and, in the event of a breach of this covenant, the Vendor shall, in addition to any other rights and remedies to which it is entitled, may take whatever steps it deems necessary, in its sole, subjective and absolute discretion, to remove, correct or remedy any such work and the cost and expenses thereof plus a fifteen percent (15%) administration fee (plus HST) shall be paid by the Purchaser forthwith upon demand to the Vendor or, at the Vendor's option, charged as an adjustment on Closing.

The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor prior to Closing at a time designated by the Vendor, during normal working hours, to inspect the Real Property and verify that the Dwelling has been completed in accordance with the provisions of this Agreement.

**Certificate of
Non-
Completion**

15. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the form of Certificate of Completion and Possession required to be completed pursuant to the provisions of the Tarion Warranty Program, which the Purchaser covenants to execute. This Certificate when executed by the Vendor, together with the warranty itself under the Tarion Warranty Program, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling. Such work will be performed as soon as is reasonably practicable which may be after Closing.

**Title to Real
Property and
Restrictions
on Title**

16. Title to the Real Property shall be good and free from encumbrances except that it may be subject to "**Development Requirements**" which shall include all subdivision, site plan or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights required or imposed by the Vendor, Developer, Municipality, provincial or federal government authorities or other development approval authorities including, among others, utilities, railways, pipeline companies and transit authorities. The Purchaser shall accept title subject to and shall comply with all Development Requirements provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted. The Purchaser shall satisfy himself or herself as to compliance with such matters. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain or register releases of any Development Requirements. The Purchaser shall execute any closing agreements, confirmations or documentation required by development approval authorities or contemplated by any Development Requirements. Title may also be subject to easements for maintenance (including utility servicing in favour of neighbouring properties that may require access through the Dwelling) or encroachment required for adjoining properties and to the encroachments permitted thereby. Title may also be subject

to easements for maintenance or encroachment required for adjoining properties and to the encroachments permitted thereby, as well as private servicing or access easements for the benefit of adjoining and/or nearby properties, which easements may encumber all or part of the Real Property. If any of the foregoing easements or encroachments or any restrictions, encroachments or other rights under the Development Requirements are required to be created after Closing the Purchaser shall execute any documents needed. The rights of re-entry referred to in Section 23 or pursuant to the Development Requirements shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser.

The Purchaser acknowledges that the Property might abut or be in the vicinity of a block or blocks or other lands on which one or more medium and/or high density, mid-rise and/or high-rise structures are intended to be constructed (the “**Adjacent Development(s)**”). The Purchaser acknowledges and agrees that the developer of the Adjacent Development(s) in its judgment might require, and if so, will be permitted access and other rights in the nature of an easement for various purposes in connection with the construction of the Adjacent Development(s), including but not limited to rights to temporarily swing crane booms over, and install and maintain tie-backs, shoring, pilings and construction hoarding on and/or under, the Property and to emit noise and vibration affecting the quiet enjoyment of the Property from time to time (“**Construction Easements**”). Such Construction Easements may be granted by the Vendor or Developer to the developer of the Adjacent Development(s) or may be reserved by the Vendor or Developer in the Transfer of the Property to the Purchaser. In all events, any and all such Construction Easements shall be considered and are accepted by the Purchaser at all times as a permitted encumbrance and considered and deemed to be one of the “Development Requirements” set out in the paragraph above, without limitation to other Development Requirements. The Purchaser shall execute any Closing or post-Closing agreements, confirmations or documentation concerning the Construction Easements requested by the Vendor or Developer or developer of the Adjacent Development(s) and shall, after Closing, grant any Construction Easements that for any reason were not created or registered prior to Closing.

Municipal subdivision agreements are one of the Development Requirements that regulate development. The Purchaser should inquire of the Municipality whether the applicable subdivision agreements and other Development Requirements contain special warnings, construction or servicing requirements, easements, fences or berms or other matters affecting the Real Property.

The Purchaser acknowledges and agrees that various equipment, signage and infrastructure including, among other things, telecommunication and/or hydro pedestals and equipment, community mailboxes, streetlights, fire hydrants, and bus stops and/or shelters, may be located immediately in front of the Real Property on the municipal boulevard and may be visible from the Dwelling and will not be cause for an abatement of the Purchase Price or any other claim of any kind by the Purchaser.

The Purchaser shall be allowed until thirty (30) days before Closing to examine the title at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate act or negotiations, be at an end and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Purchaser is not to call for the production of any title deeds, or other evidence of title except as are in the possession of the Vendor. Notwithstanding the foregoing, the Purchaser acknowledges that neither the Vendor nor its solicitors shall be responsible for abstracting errors made by the Land Registry Office and that the Purchaser or the Purchaser’s solicitors shall be responsible for submitting any correction requests desired directly to the Land Registry Office.

The Vendor shall provide an electronic copy of a survey reference plan or surveyor’s sketch of the Real Property (at the Vendor’s election) on or before Closing.

Notices and Warnings for Use of Real Property

17. The Purchaser acknowledges that existing and/or future development agreements between the Developer or the Vendor and development approval authorities may require the Vendor to provide the Purchaser with certain notices or warnings including notices or warnings regarding the usage of the Real Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, and the status of services and works in the subdivision. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings, notwithstanding the current contents of Schedule “C” of this Agreement. Any supplementary or additional warnings or notices if delivered to the Purchaser after the execution of this Agreement, shall form part of this Agreement. On or before Closing, if requested by the Vendor, the Purchaser shall forthwith execute upon request an acknowledgement or amendment to this Agreement containing the required notices and warning clauses. In the event that the Purchaser fails to execute such acknowledgements or amendments forthwith upon being requested to do so, such failure by the Purchaser shall constitute an event of default under this Agreement and the Vendor shall be entitled, at its sole, subjective and absolute option, to terminate this Agreement in accordance with the provisions of Section 34 hereof.

Prior Mortgages on Real Property

18. Title to the Real Property may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor’s written undertaking to remove such encumbrance on title within a reasonable time after Closing if accompanied by:
 - (i) a written statement from the mortgagee of the amount required to be paid to obtain a discharge of the Real Property; and
 - (ii) payment by the Vendor, an undertaking of the Developer to make payment, or a direction from the Vendor permitting payment to that mortgagee of such amount by the Purchaser; or
 - (iii) instead of (ii) above, written confirmation by the mortgagee that a discharge will be available without any action or payment on the part of the Purchaser or Vendor;

together with an undertaking by the Vendor's Solicitors to remit to the mortgagee any funds directed to it pursuant to (ii) above and to register any such discharge when received by them.

The Vendor and its solicitors have no obligation to provide details of discharges of mortgages registered prior to Closing, whether or not certified by the Land Registry Office by the time of Closing. Purchasers shall satisfy themselves in this regard.

Preparation of Transfer

19. The transfer shall be prepared by the Vendor's Solicitors at the Vendor's expense and shall be registered forthwith on Closing by the Purchaser at his or her expense. The Purchaser agrees to advise the Vendor's Solicitors, at least sixty (60) days prior to Closing, as to how the Purchaser will take title to the Real Property, the birth dates of any parties taking title to the Real Property and any name changes or corrections due to marriage or otherwise. If the Purchaser fails to do so by such time or changes such information either before or after such time, the Purchaser shall pay to the Vendor's Solicitors (or reimburse the Vendor) for all additional legal fees and disbursements which may be incurred by the Vendor or charged by its Solicitors, which shall be at a minimum \$500 (plus HST) which payment may be, at the Vendor's option, charged as an adjustment on Closing.

Purchaser Acting Through Agent or Multiple Purchasers

20. If there is more than one Purchaser under this Agreement, all covenants, promises, agreements and other obligations of the Purchaser as set out in this Agreement shall be deemed and construed to be, and shall be fully binding as, the joint and several covenants, promises, agreements and obligations of each and every Purchaser. For greater certainty, any default by one Purchaser hereunder shall constitute a default by each and every other Purchaser, for which each and every Purchaser shall be jointly and severally liable.

The Purchaser agrees that any person who takes title to the Property as a beneficiary and/or pursuant to a Direction or Authorization signed by the Purchaser shall be deemed for all purposes to have signed this Agreement through the agency of the Purchaser, or to be the partner of the Purchaser, and to be jointly and severally bound by this Agreement. In doing so, the Purchaser acknowledges that this may result in the loss of eligibility for the Rebates (as defined and further described in Section 32 of this Agreement).

Notwithstanding any other term in this Agreement, the Vendor may demand as a condition precedent to the Vendor's obligation to close, that any person referred to as a beneficiary and/or in a Direction or Authorization as a person to be named as a Transferee shall sign an Acknowledgement on the Vendor's form agreeing to be bound by this Agreement.

The completion of this Agreement on Closing without an Acknowledgement is not a waiver of the Vendor's right to demand the Acknowledgement. It is an act of default by the original Purchaser and a Transferee to refuse to provide the Acknowledgement, and the Vendor may deliver on closing a Transfer excluding such Transferee. If the Purchaser does not take title to the Property on Closing, the Purchaser must still execute all closing documentation and is nevertheless still jointly and severally bound with the Transferee(s) for all of the obligations of the Purchaser after closing as if he or she had received title.

Title may be conveyed directly from the Developer or a third party to the Purchaser and, if it is, the Purchaser hereby: (i) acknowledges and agrees that the Developer and/or such third party is not the builder and has no liability to the Purchaser as such; (ii) acknowledges and agrees that the Developer and/or such third party has no obligations or liabilities whatsoever to the Purchaser in respect of this Agreement and/or the transaction arising herefrom; (iii) releases the Developer and/or such third party from any liability that may otherwise be imposed on the Developer and/or third party pursuant to or in connection with this Agreement and/or the transaction arising herefrom (whether arising from this Agreement or otherwise in law); and (iv) acknowledges and agrees that the Purchaser is estopped from making any claim or taking any action against such Developer and/or third party. If the Vendor so requests, the Purchaser shall execute and deliver on Closing, a closing release and acknowledgement in the Vendor's form with respect to the foregoing. For certainty, in the event that the Purchaser fails to execute such closing release and acknowledgement forthwith upon being requested to do so, such failure by the Purchaser shall constitute an event of default under this Agreement and the Vendor shall be entitled, at its sole, subjective and absolute option, to terminate this Agreement in accordance with the provisions of Section 34 hereof.

Warranty and Limitations

21. The Tarion Warranty Program, administered by the Tarion Warranty Corporation shall constitute the Vendors' only warranty, express or implied, in respect of any aspect of construction of the Dwelling and further shall be the full extent of the Vendor's liability for defects in materials or workmanship or damage, loss or injury of any sort, delay or otherwise with respect to the Dwelling, the Real Property and the relationship between the Purchaser and the Vendor, whether arising in tort or in contract. The Purchaser is urged to review the Tarion Warranty Program, particularly its exclusions, and to be aware that the Vendor is not liable for loss or damage to any landscaping, furnishing or improvement by the Purchaser caused either by any defect for which the Vendor is responsible or by the remedying of such defect.

The Purchaser hereby releases the Vendor, its employees, officers, directors, owners, sales representatives, the Vendor's trades, experts and solicitors, and the Vendor's related and affiliated corporations from any causes of action against each and any of them except for any remedy explicitly given to the Purchaser against the Vendor either in this Agreement or the terms of the *Ontario New Home Warranties Plan Act*, the NHCL Act or any requirements of the Tarion Warranty Corporation.

For greater certainty, remedies available to the Purchaser are deemed to exclude: (a) damages for mental distress, loss of enjoyment, or loss of a personal preference or personal choice; (b) punitive and/or exemplary damages; and (c) substantial indemnity costs, except for such costs as may be awarded as a result of an Offer to Settle.

The Purchaser acknowledges that its rights and remedies and the limitations thereto are fully set forth in this Agreement. The Purchaser's right to terminate or rescind this Agreement are for those events set out expressly in this Agreement, including the Tarion Addendum (Schedule T (Tarion)), and no others. Any other claim by the Purchaser whether before or after Closing (including for conduct predating the signing of this Agreement by the Purchaser and the Vendor) shall be for compensation only and pursuant to binding arbitration, to the extent permitted by this Agreement.

**Arbitration
Clause**

22. The Purchaser and the Vendor agree that any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) that the Vendor may have against the Purchaser or that the Purchaser may have against the Vendor, or its affiliates, successors or assigns and any of their affiliates (collectively, the “**Vendor Companies**” or any one, a “**Vendor Company**”) or its agents, employees, or principals arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), the Purchaser's purchase or use of the Real Property and/or the Dwelling or related purchase or the subdivision services (any of the foregoing being a “**Claim**”) SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION pursuant to the *Arbitrations Act*, 1991 (Ontario), as amended or replaced from time to time. Such arbitration shall be the exclusive forum for the resolution of any Claim by the Purchaser against the Vendor, and the Purchaser hereby agrees that it will not bring or participate in a Claim in any court whether directly, indirectly, by counterclaim or otherwise. In addition, THE PURCHASER SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OTHER PURCHASERS, OR ARBITRATE A CLAIM AS A REPRESENTATIVE OF A CLASS ACTION OR PARTICIPATE AS A MEMBER OF ANY CLASS ACTION WITH RESPECT TO ANY CLAIM.

The Purchaser and Vendor agree that if and to the extent that any provision of this paragraph is found contradictory to, or cannot be applied due to, the requirements of the Ontario New Home Warranties Plan Act, the NHCL Act and/or Schedule T (Tarion) or other applicable Ontario law, such provision shall not be applied in the circumstances, but the remainder of this paragraph shall remain in force and effect and otherwise fully applicable and enforceable to the maximum extent allowable.

**Vendor's
Right of Re-
Entry to Real
Property**

23. The Vendor reserves the right of re-entry after Closing for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement or other Development Requirements. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work or to rectify non-compliance with any Development Requirements.

The Purchaser acknowledges that there may be unbuilt lots adjoining the Real Property on which construction will take place after Closing. The Purchaser agrees that the Vendor or other builders, contractors or other parties authorized by the Vendor may enter upon the side and back lots of the Real Property after Closing in order to enable reasonable construction access to any adjoining lots. Such access shall be allowed without objection by the Purchaser provided that access to the Real Property and the Dwelling is not blocked and any disruption or damage resulting therefrom is repaired at no cost to the Purchaser.

**No
Assignment
or
Speculation**

24. The Purchaser represents to the Vendor, upon which representation the Vendor has relied in accepting the Purchaser's offer, that the Purchaser is purchasing the Real Property for the Purchaser's own personal use and not for investment purposes (including as rental property). The Purchaser acknowledges that the truth of this representation is material to the Vendor.

The Purchaser acknowledges and agrees that if a breach of the above covenant occurs or the Vendor discovers that the above representation is not true, such breach is or shall be incapable of rectification. Accordingly, the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of terminating this Agreement, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default shall apply and any forbearance by the Vendor in this regard shall not be deemed to be a waiver of this right.

The Purchaser covenants and agrees that the Purchaser will in no way, directly or indirectly, list for sale or lease, advertise for sale or lease, rent, convey, transfer, sell or lease, nor in any way assign his interest under this Agreement or in the Real Property, nor directly or indirectly permit any third party to list or advertise the Real Property for sale or lease at any time prior to Closing without the Vendor's prior written consent, which consent may be withheld in the Vendor's sole, subjective and absolute discretion.

**Tender and
Closing**

25. The Purchaser hereby waives personal tender and agrees that failing any other mutually acceptable arrangements between the Vendor and the Purchaser, and subject to the provisions of Section 30 hereof, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's Solicitors have:
- Delivered all closing documents and/or funds to the solicitor for the purchase (“**Purchaser's Solicitor**”) in accordance with the provisions of the Escrow Agreement, as defined in Section 30, whether or not such Escrow Agreement is entered into by the Purchaser's Solicitor;
 - Advised the Purchaser's Solicitor, in writing or by electronic written communication, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - Completed steps required by the electronic registration system (“**TERS**”) to give the Purchaser's Solicitor access to the “in preparation” Transfer/Deed for the Property that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's Solicitor;

without the necessity of personally attending upon the Purchaser or Purchaser's Solicitor and without any requirement to have an independent witness evidencing the foregoing, and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the transaction.

Notwithstanding the foregoing, if the Purchaser or the Purchaser's Solicitor, including without limitation any representative or employee of the Purchaser or the Purchaser's Solicitor, indicates or expresses (even on a “without prejudice” basis) to the Vendor or the Vendor's Solicitors, on or before Closing, that the Purchaser is unable or unwilling to complete the purchase, the Vendor shall be relieved of any obligation to make formal tender upon the Purchaser or the Purchaser's Solicitor

and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement, at law and in equity.

Subject to the provisions hereof with regard to the electronic delivery of funds, the parties agree that payment must be made or tendered by physical cheque or bank draft drawn on a valid trust account of an Ontario solicitor in good standing and certified by a Canadian Chartered Bank. Notwithstanding the foregoing, in the sole, subjective and absolute discretion of the Vendor or its solicitors, closing payment may be made by bank draft, on such conditions as they may deem appropriate, which may include but is not limited to delivery of a confirmation of the Purchaser's solicitor, in the Vendor's Solicitor's form, that the bank draft was issued from funds drawn directly from the Purchaser's solicitor's trust account including the particulars thereof. Mortgages not being assumed by the Purchaser and to which Section 18 applies need not be paid by the Vendor on Closing. The Purchaser acknowledges and agrees that the Purchaser or the Purchaser's Solicitor will not in any circumstances be permitted to directly deposit funds to the Vendor's or the Vendor's Solicitor's bank account.

The Vendor shall have a one-time unilateral right to extend Closing for one (1) business day to avoid the necessity of tender where the Purchaser is not ready to close on the Firm Closing Date or Delayed Closing Date, as the case may be, and delayed closing compensation will not be payable for such period.

The Purchaser expressly acknowledges and agrees that the Purchaser will not be entitled to receive the Transfer/Deed of Land to the Real Property for registration or the keys, until the balance of funds due on Closing, in accordance with the statement of adjustments, and all other amounts required to be paid by the Purchaser hereunder in order to close the transaction, are remitted by bank draft or certified cheque, in each case drawn on the Purchaser's Solicitor's trust account, via personal delivery to the Vendor's Solicitors (or in such other manner as the Vendor's Solicitors may direct) prior to the release of the Transfer/Deed of Land for registration.

The Purchaser agrees that keys may be released to the Purchaser at the construction site on Closing. The Vendor's advice that keys are available shall be a valid tender of possession of the Real Property to the Purchaser. If the Purchaser receives the keys on the day of Closing but does not tender the documents and balance due on Closing as called for by this Agreement, the Purchaser shall immediately return the keys to the site office, deliver up vacant possession of the Real Property to the Vendor and indemnify the Vendor for any damage to the Real Property or the Dwelling and for any expenses, legal fees and other costs thereby caused to the Vendor and the Dwelling shall be at the Purchaser's risk until such time as vacant possession is delivered up to the Vendor.

For greater certainty and without limitation, notwithstanding any other provision herein, the Purchaser shall be solely responsible for the costs of registration and tax on any transfer of the Real Property to the Purchaser, including, without limitation, all land transfer tax and all non-resident speculation tax.

Notwithstanding Closing, the Purchaser's agreements, covenants and warranties shall not merge, and the Vendor may require, at its option, that the Purchaser execute a separate covenant in the Vendor's form confirming the Purchaser's agreements, covenants and warranties contained in this Agreement.

If, on the Firm Closing Date, or Delayed Closing Date, as the case may be, there is a Construction Lien or a Purchaser's Lien or a Certificate of Pending Litigation for the return of moneys registered on the title to the Real Property, the Purchaser shall accept the title subject to any such lien with a Vendor's undertaking to discharge the same.

Web-Delivery System

26. The Purchaser acknowledges and agrees that the Vendor may, at its option, utilize an internet-based electronic document delivery system (the "**Web Delivery System**") in order to deliver closing documents to the Purchaser's solicitor. Accordingly, the Purchaser acknowledges and agrees that the Vendor's delivery of some or all of the closing documents may be made electronically through the Web Delivery System to the Purchaser's solicitor. Such delivery shall be made and completed upon the Vendor or its solicitor uploading any such documentation to the internet such that it is available for downloading (and printing if desired) by the Purchaser's solicitor. Alternatively, at the Vendor's option, the Vendor or its solicitor may email such documentation directly to the Purchaser's solicitor. Delivery by either such means shall be acceptable and effective for all purposes under this Agreement. If the Purchaser's solicitor is not able or willing to access the Web Delivery System or accept delivery of emailed documents in advance of Closing, the Purchaser shall pay the Vendor (as an additional adjustment on Closing) the sum of \$100 plus HST as a fee for the additional time and disbursements thereby caused to the Vendor. In addition, if the Purchaser or the Purchaser's solicitor requests an additional copy of this Agreement, any amendment thereto or any other document which has previously been delivered to or received by the Purchaser, each such subsequent copy of each such document shall be subject to a fee of \$50 plus HST and may be charged as an adjustment on Closing.

The Purchaser acknowledges, consents and agrees that documents not intended for registration on title to the Real Property may be delivered by the Vendor electronically, either through the Web Delivery System as described above or by email, telefax transmission or similar system or by electronic transmission of electronically signed documents through the internet, and execution of this Agreement shall constitute the Purchaser's express consent in accordance with the Electronic Commerce Act (Ontario) to the electronic delivery and signing of documents by any and all of the means described above. This provision does not relieve the Purchaser of the obligation to deliver originally signed documents to the Vendor, including but not limited to the Rebate Documentation described in Section 32.

Entire Agreement

27. THE PARTIES ACKNOWLEDGE THAT THERE ARE NO REPRESENTATIONS, WARRANTIES, COLLATERAL AGREEMENTS OR CONDITIONS AFFECTING THIS AGREEMENT OR THE REAL PROPERTY EXCEPT AS CONTAINED IN THIS AGREEMENT FOR WHICH THE VENDOR CAN BE HELD RESPONSIBLE OR LIABLE FOR IN ANY WAY, whether contained, portrayed, illustrated or represented by, or in, any plan, drawing, brochure, artist's renderings, display, model or any other sales or marketing materials, including without limitation, any content on the website of a Vendor Company or any statements or representations made by real estate agents, employees of real estate agents, brokers or employees of the Vendor, and this Agreement supersedes all prior negotiations between the

Vendor and the Purchaser, whether written or verbal, with respect to the subject matter of this Agreement. The Purchaser acknowledges that any oral statements made concerning the Real Property or the Dwelling before the date of this Agreement did not induce the Purchaser to enter into this Agreement and do not constitute a variation of this Agreement.

The Purchaser acknowledges that the Vendor's model homes, in which specifications may vary from one geographical location to another, may contain upgrades and extras that are not included in the Purchase Price of the Real Property and the Purchaser further acknowledges that the Purchaser has read Schedule "A" attached hereto and acknowledges and agrees that the Dwelling shall be constructed substantially in accordance with those listed standard features and finishes subject to the terms of this Schedule "1". This Agreement may not be amended other than in writing explicitly purporting to amend this Agreement and executed by the Purchaser and an authorized representative of the Vendor.

The Purchaser acknowledges and agrees that no oral or emailed statements from any representative of a Vendor Company can amend this Agreement and that any information, advice or assistance offered in such forms or similar informal manner shall not be legally binding in any way upon the Vendor.

To the extent of any inconsistency between any provision of this Agreement and any terms of a Vendor Company published or otherwise made available in a place outside of this Agreement (including without limitation any terms posted on a Vendor Company website) the provisions of this Agreement shall prevail. For further clarity, no terms of a Vendor Company published or otherwise made available in a place outside of this Agreement form part of or otherwise impact or modify the terms of this Agreement.

**Residency
and Spousal
Consent**

28. The Vendor represents that it is not a non-resident for the purposes of section 116 of the Income Tax Act, Canada, and that spousal consent is not necessary to this transaction under the provisions of the Family Law Act.

**No
Registration**

29. The Purchaser acknowledges that this Agreement does not create an interest in the Real Property or the Dwelling and that until a Transfer/Deed of Land is registered in favour of the Purchaser, the Purchaser shall have no such interest. The Purchaser further covenants and agrees not to register or cause or permit this Agreement to be registered on title to the Real Property and that no reference to it, or notice of it or any caution or any certificate of pending litigation, purchaser's lien or any other notice or document of any type shall be registered on title whether or not the Vendor is in default hereunder. The Purchaser shall be deemed to be in default under this Agreement if the Purchaser creates any encumbrance or makes any registration or causes or permits any such encumbrance or registration to be made on title to the Real Property on or before Closing. Should the Purchaser be in default of the obligations under this Section, the Vendor may, as agent and attorney of the Purchaser, cause removal of any such registration from the title to the Real Property. The Purchaser hereby irrevocably consents to a court order removing any notice of this Agreement, any caution, any certificate of pending litigation, any purchaser's lien or any other notice or document of any sort whatsoever from title to the Real Property and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitors' fees and disbursements on a full indemnity basis) which may at the Vendor's be option be charged as an adjustment on Closing.

**Electronic
Registration,
Solicitor
Requirement
and Escrow
Agreement**

30. If electronic registration of documentation at the Land Registry Office is required on Closing, the following terms and conditions shall form part of this Agreement:
- a. No less than 21 days after notification of the Vendor's acceptance of this Agreement, the Purchaser shall: (i) retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement as the Purchaser's Solicitor, and (ii) notify the Vendor of the solicitor's contact information, failing which the Purchaser shall be in default hereunder. In the event of such a default, the Vendor may exercise any of its rights in the event of default or, in its sole, subjective absolute discretion, elect to forgive and allow rectification of the default on such terms and conditions as are acceptable to the Vendor. In addition to and notwithstanding the above, in the event the Purchaser does not retain a solicitor at least 60 days prior to Closing and notify the Vendor thereof, the Purchaser shall not only be in default hereunder but also and acknowledges and agrees that in such event tender by the Vendor is waived and the Vendor will be deemed on the day of Closing to be ready, willing and able to complete this transaction without having to give proof thereof. In addition, if the Purchaser notifies the Vendor of its solicitor information less than 60 days prior to Closing or changes its solicitor, and the Vendor forgives any default that arises therefrom, the Purchaser shall pay to the Vendor's Solicitors (or reimburse the Vendor) for all additional legal fees and disbursements which may be incurred by the Vendor or charged by its solicitors, which shall be at a minimum \$500 (plus HST), which payment may be, at the Vendor's option, charged as an adjustment on Closing.
 - b. The Purchaser shall authorize the Purchaser's Solicitor to enter into an escrow closing agreement with the Vendor's Solicitors on the latter's standard form (the "Escrow Agreement"), establishing the procedures and timing (which shall be no later than 4 p.m.) for completing this transaction, such Escrow Agreement to be returned to the Vendor's Solicitors, as executed by the Purchaser's Solicitor, at least three (3) days prior to the Firm Closing Date (or, if set, the Delayed Closing Date).
 - c. The delivery and exchange of documents and monies and the release thereof to the Vendor and the Purchaser, as the case may be:
 - i. shall not occur contemporaneously with the registration of the Transfer/Deed of Land (and other registerable documentation);
 - ii. shall be governed by the Escrow Agreement, pursuant to which the solicitors receiving the documents and certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Agreement;
 - iii. may at the option of the Vendor, in the case of funds to be delivered by the Purchaser, occur electronically, through the Large Value Transfer System or any private electronic funds transfer system designated by the Vendor or the Vendor's Solicitors, and in such case:
 1. the Purchaser and or the Purchaser's Solicitor shall execute such documents as the Vendor or the Vendor's Solicitors may require in connection therewith;

2. the Purchaser shall pay as an adjustment on Closing or to the Vendor's Solicitors as the Vendor may require, any fee incurred by the Vendor or the Vendor's Solicitors in connection therewith, including all applicable bank wire transfer fees and any fees charged by any electronic funds transfer provider; and
 3. the Purchaser's Solicitor shall be registered with such provider and at the request of the Vendor's Solicitors shall provide evidence of such registration to the Vendor's Solicitors at least ten (10) days prior to Closing.
- d. If the Purchaser's Solicitor are unable to complete this transaction via TERS, in accordance with the provisions of the Escrow Agreement, then the Purchaser's Solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's Solicitors, at such time on the date scheduled for Closing as may be directed by the Vendor's Solicitors or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's Solicitors' office.
 - e. If the Purchaser's Solicitor has not completed the Land Transfer Tax Affidavit or other portion of the Transfer customarily completed by the Purchaser's Solicitor by 12:00 p.m. on the scheduled day of Closing, tender by the Vendor shall be deemed to have been waived by the Purchaser and the Vendor shall be deemed on the day of Closing to be ready, willing and able to complete this transaction without having to give proof thereof.

Grading and Settlement of Land

31. The Purchaser hereby acknowledges that grading and sodding shall be done between the spring and the fall of any year following Closing in accordance with the Vendor's program which may be subject to change without notice.

The Purchaser covenants that he/she will not at any time before or after Closing, without the prior written consent of the Vendor and the Developer, interfere with any drainage works completed by the Vendor or the Developer or take any steps which may result in the alteration or change of any grading or drainage or removal of soil or top soil in contravention of the Developer's obligations under the applicable subdivision agreement or other Development Requirements. In such event, the Vendor or the Developer may enter upon the Real Property and correct such grading and remove any such obstructions at the Purchaser's expense to be paid forthwith or, at the Vendor's option, as a closing adjustment. This covenant may be included in the Purchaser's transfer at the option of the Vendor.

The Purchaser further acknowledges that settlement may occur due to soil disturbance and conditions including areas affecting walkways, stairs, decks, driveways and sodded areas. The Vendor agrees to rectify such settlement problems as and when required by the Municipality or the Developer subject to the Purchaser's obligation to assume the cost of removing and re-installing any driveways, stairs, decks or walkways installed by the Purchaser.

The Purchaser covenants and agrees on his or her own behalf and on behalf of anyone for whom the Purchaser is in law responsible not to damage or alter any subdivision service at any time or the Dwelling prior to Closing, and shall be liable for the costs of rectification of any such damage or alteration, and in the event same is not paid upon demand or, at the Vendor's option, as a closing adjustment, the Vendor shall have the right to register a lien on title to secure such payment which may be enforced in the same manner as a mortgage in default.

The Purchaser shall not alter the grading or drainage pattern of the land on the Real Property in any way and shall not construct any fences, pools, patios, sheds, or similar structures prior to final grading approval or prior to the installation of sod by the Vendor without the Vendor's consent.

Some settlement of the lands on the Real Property is to be expected and the Purchaser shall be responsible to repair any minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided by the Vendor or the Developer and the Purchaser shall be responsible for replacing any such landscaping that does not survive.

Sales Taxes and Rebates

32. (a) The Purchase Price includes HST and has been determined taking into account HST rebates (the "**Rebates**") provided for in applicable federal and/or provincial legislation, including any transitional rebates, to the extent eligible. If rebates are included, the Purchaser assigns to the Vendor all of its rights to the Rebates and shall reimburse the Vendor for any loss of the Rebates caused by his or her failure to comply with the representations to be contained in the statutory declarations or certificates or covenants referred in paragraph 32(b).
- (b) Prior to closing the Purchaser shall; execute statutory declarations or certificates or covenants in forms satisfactory to the Vendor confirming all eligibility requirements prescribed for the Rebates, including, among other things, that:
 - (i) The Purchaser is acquiring the Real Property for use as the primary place of residence of the Purchaser or a relation (as defined in the applicable legislation) of the Purchaser so as to entitle the Purchaser to the Rebates; and
 - (ii) The Purchaser or a relation (as defined in the applicable legislation) of the Purchaser will be the first individual to occupy the Real Property as a place of residence.
- (c) The Purchaser shall execute and deliver upon closing original wet signed (i.e. not a photo or electronic copy and not a digitally signed version) Rebate Applications pursuant to the applicable legislation in prescribed forms and the Vendor's standard forms of Rebate assignment and indemnity agreement (together with the documents referred to in paragraph 32(b), being the "**Rebate Documentation**"). The Purchaser agrees and acknowledges that the Vendor may request that the Rebate Documentation be completed in the name of the Vendor or any person that is designated by the Vendor including, inter alia, any party in which the Vendor may have been acting as the disclosed or undisclosed agent for when entering into this Agreement. The Purchaser agrees to execute and provide to the Vendor all Rebate Documentation and, to the extent the Vendor has not received adequate Rebate Documentation, the Purchaser hereby nominates and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) as the Purchaser's true

and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act (Ontario), with full power and authority in the Purchaser's name, place and stead to execute, swear to and record any and all documents that may be required in order to have the GST/HST Rebates paid and/or credited to the Vendor or any other person that is designated by the Vendor including, inter alia, any party in which the Vendor may have been acting as the disclosed or undisclosed agent for when entering into this Agreement.

(d) If the Purchaser does not qualify for the Rebates, or any of them, or fails to deliver the requisite Rebate Documentation in connection therewith or takes any action that might disentitle it from receiving the Rebates (such as a resale or rental listing or liability for any non-residential speculation or similar tax payable in respect of the transfer of the Real Property to the Purchaser), then, if discovered prior to closing, the amount of the Rebates shall be paid to the Vendor on Closing or, if discovered after Closing, the Purchaser shall pay the Vendor by certified cheque the amount of the Rebates forthwith upon demand and shall indemnify the Vendor from any loss of the Rebates. Notwithstanding any provision to the contrary in this Agreement or in the applicable legislation, if at any time, in the view of the Vendor or its solicitors, the Purchaser or the Purchaser's solicitor requests a title change or provides other information or the Vendor or its solicitors becomes aware that the Purchaser's information might be inaccurate, incomplete or untruthful such that the Rebates, or any of them, may not be properly collected by the Vendor, or if the Vendor or its solicitors believe, in their sole, subjective and absolute discretion, that the Rebates might for any reason be disallowed, the Vendor shall be entitled in its sole, subjective and absolute discretion to increase the Purchase Price by the amount of the Rebates and the Purchaser shall pay such additional sum on Closing together with any other costs/expenses caused to the Vendor including the Vendor's Solicitor fees, which shall be a minimum of \$500 (plus HST).

(e) The Vendor and Purchaser acknowledge that prior to Closing, the HST rate, including either or both of its federal or provincial components, applicable to this Agreement may change. In such event all references to such rate in this Agreement shall be deemed to be amended to reflect the new rate. Any such change will affect the calculation of the Purchase Price and any Rebates applicable to the determination of the Purchase Price.

Notice

33. Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail, facsimile or email addressed to the Purchaser's solicitor or the Purchaser at his or her last known address or email address and in the case of the Vendor any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by prepaid mail or facsimile to the Vendor's solicitor or to the Vendor at the address in Section 6. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered by another method permitted hereby.

Default

34. In the event of failure by the Purchaser to make any monetary payment called for under this Agreement (including but not limited to a cheque or other payment returned for insufficient funds or as a result of a stop payment order) or in case of any other default or breach of this Agreement by the Purchaser, the Deposit and any other amounts paid by the Purchaser (whether directly to the Vendor or held in trust) shall be forfeited to the Vendor and the Vendor shall have the right, in its sole, subjective and absolute discretion, to declare this Agreement terminated and at an end with no further obligation to the Purchaser, irrespective of and without prejudice to any other right, cause of action or remedy to which the Vendor may be entitled.

Without limiting the foregoing, the Vendor shall have a vendor's lien for any unpaid amount of the Purchase Price on Closing or other amount owing hereunder (such as disallowed Rebates or an underpayment of the balance due on Closing) and shall be entitled to register a notice of lien against the Real Property any time on or after Closing.

An act of default by the Purchaser is any breach of any obligation of or promise made by the Purchaser in this Agreement, and includes a breach by the Purchaser on or before Closing of any requirements set out in the Tarion Addendum forming a part of this Agreement, even if a breach of that promise or requirement is not described explicitly in this Agreement as an act of default, and includes a default or failure to complete a Purchaser Occupancy Obligation as referred to in the Addendum.

Upon learning of an act of default by the Purchaser prior to the Closing of this Agreement, the Vendor shall be entitled to any remedy explicitly given to the Vendor by this Agreement and/or to terminate this Agreement and pursue the Purchaser for any other remedy permitted by law.

Without limiting the generality of the foregoing paragraph, such termination of this Agreement shall entitle the Vendor at its sole option and in its unfettered discretion to each of the following and any combination thereof: (a) to retain the deposit and all monies paid for extras and upgrades as liquidated damages and not as penalty and without limiting the Vendor's claim; (b) to require the Purchaser to perform this Agreement and/or pay damages for breach of this Agreement; (c) to recover from the Purchaser all damages and losses arising from the Purchaser's default as may be permitted by law; and (d) subject to the Addendum, to its full indemnity costs on a solicitor and his own client basis against the Purchaser either to enforce its rights or to defend any claim or counterclaim by the Purchaser in any proceeding. The Vendor is not obliged to elect a remedy until there is an arbitration or action, is not obliged to give notice to the Purchaser of any default, and is not obliged to permit the Purchaser to remedy its default, but may do so without waiver of its rights herein. Furthermore, any forbearance by the Vendor with respect to any default by the Purchaser shall neither be deemed nor constitute a waiver of any rights hereunder.

If at any time before Closing, the Vendor or its solicitor wrongly terminates this Agreement by reason of the alleged default of the Purchaser, and the Purchaser is not in default or believes he or she is not in default, the Purchaser shall not be entitled to treat the wrongful termination by the Vendor as grounds to terminate this Agreement, or to rescind this Agreement, or to enforce this Agreement, or to deny liability in a proceeding unless and until: (i) the Purchaser offers to complete this Agreement by a written notice with an offer to the Vendor's solicitor to complete this Agreement delivered within 5 business days of the date of receipt of the Vendor's notice of termination, and (ii) the Vendor's solicitor communicates the Vendor's rejection of the Purchaser's offer to complete the Agreement or does not communicate the

Vendor's acceptance of such offer to complete the Agreement within 5 business days of receipt of the Purchaser's offer to complete the Agreement. If the Vendor's solicitor communicates the Vendor's acceptance of such offer to complete within such time, closing shall occur on the Firm Closing Date or such other date as appointed by the Vendor's solicitor in the acceptance letter. If a new closing date is appointed that is after the original Firm Closing Date, the Purchaser shall be entitled to delay damages pursuant to the Addendum, but to no other damages or claims. The acceptance of the Purchaser's offer by the Vendor constitutes a waiver of all prior breaches of this Agreement by the Vendor or the Purchaser, a revocation of any termination of this Agreement, and a re-installment of this Agreement. Except for delay damages pursuant to the Addendum this paragraph can be pleaded against the Purchaser as a complete waiver or estoppel in any other proceeding between the Vendor and the Purchaser.

Power of Attorney

35. (a) The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead in order to execute the application form for the HST new housing Rebate, or any other rebate forms, documents, forms, approvals or like items as otherwise provided in this Agreement and all documents necessary to fully release all interest of the Purchaser in the Dwelling and the Land and to do such other things as are provided for in this Agreement, all in accordance with the provisions of the Powers of Attorney Act (Ontario), as amended, or replaced from time to time and any regulations made thereunder. The Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser and that such appointment and power of attorney, being coupled with an interest, shall be irrevocable and shall not be revoked by any action of the Purchaser.

(b) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party other than the Vendor appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be in a form acceptable to the Vendor and the Vendor's Solicitors, in their sole, subjective and absolute discretion, registered in the Land Registry Office, and a duplicate registered copy thereof, together with a statutory declaration sworn by the attorney for the Purchaser confirming that said power of attorney is in full force and effect, unamended, and has not been revoked, shall be delivered to the Vendor along with such documents. The Purchaser's Solicitor shall also certify to the Vendor and the Vendor's Solicitors, in a form to be provided by the Vendor's Solicitors, that he has verified by appropriate procedures, the identity of the attorney and that the power of attorney has not been revoked. The Purchaser and/or his attorney shall also execute such other documents and cause the Purchaser's Solicitor and/or such attorney's solicitor to execute such other documents as the Vendor or the Vendor's Solicitors may in their sole, subjective and absolute discretion require and the Vendor shall be entitled to refuse to deal with any such attorney in the event that the Purchaser, his attorney or their respective solicitors do not provide such documents. In addition, any additional requirements of TERS, the Law Society of Upper Canada or of any approval authority, in respect of powers of attorney, shall be complied with by the Purchaser, the Purchaser's Solicitor, the attorney and the attorney's solicitors.

(c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, the Purchaser must provide an address or contact number of such attorney to the Vendor. Thereafter, any notices required or desired to be delivered to the Purchaser in accordance with Section 33 hereof may be given to such attorney, in lieu of the Purchaser and shall be deemed to have been received by the Purchaser when so delivered to his attorney.

(d) If there is more than one Purchaser, then each one (hereinafter referred to as the "**Donor**") hereby constitutes and appoints each other one (hereinafter referred to as the "**Donee**") to be and act as the Donor's lawful agent and attorney, in order to execute the fully executed copy of this Agreement, and/or for the purposes of receiving notices required or desired to be delivered by the Vendor in accordance with Section 33 hereof, any amendments to this Agreement and/or any other documents or forms relating to extras, colour and material selections or changes. As a result, any such selections or agreements for extras made by any one Purchaser shall be binding on all other Purchasers as if they had made such selections or entered into such agreements themselves. In accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time or replaced, the Donor hereby confirms and agrees that the power of attorney may be exercised by the Donee during any subsequent legal incapacity of the Donor, and shall only be revoked upon the death of the Donor or upon the Donor delivering written notice of such revocation to the Vendor. The Donor hereby confirms that he has or may have multiple powers of attorney and that this power of attorney does not revoke any other power of attorney granted by the Donor in existence as of the date hereof and that the Donor may give additional powers of attorney in the future.

Contract Under Seal

36. The Purchaser acknowledges and agrees that notwithstanding any rights which the Purchaser might have at law or in equity arising of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action as a result of any matter or thing arising under or in connection with this Agreement against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be found to be a nominee, agent or representative or another person, firm, corporation or other legal entity, and this acknowledgement and agreement may be pleaded as estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any of such rights, claims or causes of action. Furthermore, the Purchaser and the Vendor acknowledge and agree that this Agreement shall be deemed to be a contract under seal. IN ADDITION, THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE OFFER TO ENTER INTO THIS AGREEMENT CONSTITUTES AN OFFER "UNDER SEAL" AND, AS SUCH, IS IRREVOCABLE IN ACCORDANCE WITH ITS TERMS.

**Costs Set out
in Tarion
Addendum**

37. Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that construction of the Dwelling is not completed on or before the Firm Closing Date (or, if set, the Delayed Closing Date) for any reason or in the event the Vendor cannot complete the subject transaction on the Firm Closing Date (or, if set, the Delayed Closing Date), other than as a result of the Purchaser's default, the Vendor shall not be responsible or liable to the Purchaser in any way for any damages or costs whatsoever including without limitation loss of bargain, relocations costs, loss of income, professional fees and disbursements and any other amount paid to third parties on account of decoration, construction or fixturing costs other than those costs set out in the Tarion addendum.

**Further
Assurances**

38. The Purchaser agrees to execute and deliver from time to time and at the request of the Vendor or the Vendor's Solicitors such further assurances (including, without limitation, closing documents) as the Vendor or the Vendor's Solicitors shall reasonably require in order to more effectually carry out the intent of this Agreement.

_____/_____
Initials



Schedule '1C'

The Purchaser represents and agrees that it is not now, nor will it become before Closing, a party to another uncompleted agreement of purchase and sale for the purchase of a residential property with the Vendor or with any other vendor selling Mattamy-branded homes (an “**Additional Purchase Agreement**”). If the foregoing representation is or becomes false or if the foregoing agreement of the Purchaser is breached at any time (either such circumstance being a “**Breach**”), the Breach shall constitute a default of the Purchaser under this Agreement and shall constitute a default of the purchaser under the Additional Purchase Agreement. The Purchaser agrees that all rights and remedies available to the Vendor under either agreement with respect to default, including but not limited to those set out in paragraph 34 of Schedule “1” of this Agreement, shall apply with full force.

The Vendor may in its sole, subjective and absolute discretion choose to waive the Breach. However, to be binding, any such waiver must be in writing and refer explicitly to the Breach. The parties agree that in the absence of such explicit waiver of the Breach, and notwithstanding the Vendor’s or its agents’ knowledge of the Breach, the Breach shall be a continuing default and grounds for the exercise of the Vendor’s remedies at any time, including but not limited to termination of the Agreement and the Additional Purchase Agreement.

In the event of a waiver by the Vendor of a Breach, any other default of the Purchaser under this Agreement shall constitute a default of the purchaser under the Additional Purchase Agreement and any default of the purchaser under the Additional Purchase Agreement shall constitute a default of the Purchaser under this Agreement. In either event, the Purchaser agrees that all rights and remedies available to the vendor under either agreement with respect to default, including but not limited to those set out in paragraph 34 of Schedule “1” of this Agreement, shall apply with full force.

In addition, in the event the Vendor waives a Breach, the Purchaser acknowledges and agrees that the Purchaser will not be credited under any circumstances with the Rebate described in paragraph 32 of Schedule “1”, and the amount thereof shall be added to the Purchase Price as contemplated by paragraph 32(d), with respect to both this Agreement and the Additional Purchase Agreement.



Schedule 1F

The following addendum is added to and shall form an integral part of the Agreement of Purchase and Sale (the "**Agreement**"), as contemplated therein:

1. The Purchaser acknowledges the provisions set forth in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**") and the accompanying *Prohibition on the Purchase of Residential Property by Non-Canadians Regulations* (the "**Regulations**"), which are in effect as of January 1, 2023, and has reviewed them with the Purchaser's legal counsel.
2. The Purchaser certifies, declares, covenants, warrants and represents to the Vendor that every individual or entity comprising the Purchaser is not, and throughout the term of the Agreement until Closing shall not be, a non-Canadian as defined by the Prohibition Act and Regulations ("**Non-Canadian**").
3. In the event the Vendor discovers on or before Closing, that any Purchaser is a Non-Canadian, same shall constitute default under this Agreement and the Vendor shall be entitled to exercise any and all default rights it may have pursuant to the Agreement, including the right to terminate this Agreement.
4. The Purchaser shall (jointly and severally, if more than one) indemnify and save harmless the Vendor and related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal personal representatives, successors or assigns of each, from and against all fines, loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser's contravention of the Prohibition Act and Regulations.
5. If requested on Closing, the Purchaser shall provide additional evidence and confirmation satisfactory to the Vendor's solicitors, that the Purchaser is not a Non-Canadian, including and without limitation, a Statutory Declaration in the Vendor's form and written confirmation addressed to the Vendor and the Vendor's solicitors, from the Purchaser's solicitors, confirming that the Purchaser is not a Non-Canadian.
6. Notwithstanding any provision of the Agreement to the contrary, the Purchaser shall not be permitted to either directly or indirectly sell, transfer, assign or direct title on or before Closing (collectively and individually hereinafter referred to as a "Transfer") to any Non-Canadian. The Purchaser acknowledges that a breach of this Section shall constitute default under this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same, including the right to terminate this Agreement.

The Purchaser has provided the following identification and/or documentation to evidence that they are not Non-Canadians:

{Insert Purchaser Name}:

1. Canadian Passport # _____
2. Canadian Birth Certificate # _____
3. Canadian Permanent Residency Card # _____
4. Canadian Citizenship Card # _____
5. Indian Status Card # _____

{Insert Purchaser Name}:

1. Canadian Passport # _____
2. Canadian Birth Certificate # _____
3. Canadian Permanent Residency Card # _____
4. Canadian Citizenship Card # _____
5. Indian Status Card # _____

January 18, 2023

_____/_____
Initials



Schedule “D” Confirmation of Electronic Signature and Timing for Delivery of Deposit Cheques

It is acknowledged and agreed by the parties hereto that the following provisions are included in the Agreement of Purchase and Sale (the “**Agreement**”) and in the event of any inconsistency between the provisions of this Schedule and the Agreement, the provisions of this Schedule shall prevail:

The Purchaser(s) acknowledges that electronic signatures used by the Purchaser(s) and Vendor in this Agreement are intended to have the same legal effect, validity and enforceability as a manually-signed or paper-based signature, as provided for by the *Electronic Commerce Act, 2000* (Ontario) and other similar provincial laws. The Purchaser consents to the use of electronic signatures with respect to this Agreement, and agrees that the delivery of an executed copy of this Agreement by way of electronic transmission to the email or other electronic address provided by the Purchaser constitutes a valid and effective delivery of this Agreement.

If this Agreement has been executed remotely by the Purchaser or if the Purchaser for any other reason has not, at the time of execution of this Agreement, delivered the initial deposit cheque and the required post-dated cheques for the deposit amounts listed on the Cover Page of this Agreement, the Purchaser shall deliver such cheques no later than three (3) days following notice of acceptance of this offer by the Vendor. Failure to deliver any of the deposit cheques within the required time period will constitute an event of default by the Purchaser and will be subject to any and all of the rights and remedies available to the Vendor under Section 34 of Schedule “1” of this Agreement.

The parties hereto confirm having read and agreed to the foregoing, and acknowledge and agree that same comprises an integral part of the Agreement to which this Schedule is annexed.



Schedule 'M'

It is acknowledged and agreed by the parties hereto that the following provisions are included in the Agreement of Purchase and Sale and in the event of any inconsistency between the provisions of this Schedule and the Agreement of Purchase and Sale, the provisions of this Schedule shall prevail:

- (a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Closing Date, to conduct a pre-delivery inspection of the Dwelling (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Dwelling, on the Tarion Warranty Corporation Certificate of Completion and Possession (the "CCP") provided by the Tarion Warranty Corporation and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act as amended (the "ONHWP"). The Vendor and/or its representative(s) may take photographs or video recordings of the Dwelling and anything contained therein or thereon during the PDI, and may disclose such photographs and recordings and other information and documentation collected during the PDI to Tarion Warranty Corporation. The CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Dwelling in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.
- (b) The Purchaser acknowledges that it has received a copy of the Warranty Information Sheet as published by Tarion and which provides information about warranty coverage, the pre-delivery inspection and, generally, rights and responsibilities of purchasers/owners and builders. In addition, the Purchaser acknowledges that it has received the following link to Tarion's Learning Hub (<https://www.tarion.com/homeowners/learning-hub>).
- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Dwelling to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI Forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI Forms.

- (e) The Purchaser hereby acknowledges and confirms that the Vendor does not agree to video or audio recording of any kind (including, without limitation, by camera, smart phone, camcorder, or otherwise) during any appointments, orientations, framework walks or PDIs and the Purchaser hereby acknowledges and agrees that it shall, at all times, comply with the foregoing and, without limitation, shall not secretly or overtly create, any video or audio recording of any kind (including, without limitation, by camera, smart phone, camcorder, or otherwise) in connection with any appointments, orientations, framework walks, PDIs or other interactions with the Vendor. The Purchaser acknowledges and agrees that a breach by the Purchaser of the foregoing is a material breach of this Agreement and shall constitute an event of default under this Agreement such that the Vendor shall be entitled (at its sole, subjective and absolute option and without limitation on any other rights of the Vendor) to terminate this Agreement in accordance with the provisions of Section 34 of this Agreement and any forbearance by the Vendor in this regard on any occasion or occasions shall not in any way be construed to be a waiver of this right.

The parties hereto confirm having read and agreed to the foregoing, and acknowledge and agree that same comprises an integral part of the Agreement of Purchase and Sale to which this Schedule is annexed.



Schedule 'P'

By signing the Agreement, the Purchaser consents to the collection, use and disclosure of the Purchaser's personal information for reasonable purposes related to the sale, construction, development, servicing and financing of the Real Property and associated equipment, including to:

- verify the Purchaser's identity;
- facilitate the residential property transaction;
- provide the Purchaser with homeowner updates and the status of the Purchaser's new home construction;
- facilitate installation, activation and/or functioning of telecommunication, utility monitoring, smart home, rental water heating and/or HVAC equipment, and or payment(s) for such equipment;
- complete the Purchaser's requested home purchase, including working with the Purchaser's lender, solicitor and mortgage agent to finalize Purchaser's loan;
- provide the master developer and applicable homeowners associations and/or condominium corporations and their agents with information concerning the Purchaser and the Purchaser's home purchase;
- register the Purchaser for a new home warranty plan, and administer such plan, including to respond to a warranty customer care request; and
- communicate with the Purchaser and manage the Purchaser's relationship with Vendor.

The Purchaser acknowledges and agrees that such personal information includes the personal information set out in this Agreement and all schedules attached hereto, and other personal information provided to Vendor by Purchaser or third parties on Purchaser's behalf, both before and after the execution of this Agreement, including but not limited to the Purchaser's name, home address, email address, telephone number, government-issued ID, Social Insurance Number, date of birth, marital status, residency status, financial information, payment card information (such as credit/debit card information), expected closing date, occupancy date, copies of executed contracts, and photographs or video recordings of the Purchaser's property (collectively, the **"Information"**).

The Purchaser understands and agrees that the Information will be transferred and disclosed to the following third parties, for the purposes described above:

- (1) lenders supplying construction or other financing to the Vendor, and parties (including legal counsel) representing such lenders;
- (2) lenders supplying financing to the Purchaser with respect to the acquisition of the Real Property and lenders introduced to the Purchaser by the Vendor in connection with such financing, and parties (including legal counsel) representing such lenders;
- (3) real estate agents and brokers of the Purchaser and Vendor in connection with the purchase and sale and other transactions contemplated by this Agreement;
- (4) Tarion and the Home Construction Regulatory Authority in connection with the registering, licensing and administering of vendor/builders and providing new home warranty protection;
- (5) third parties and affiliates that provide Rental Property, utilities or services to the Real Property (such as suppliers of security systems, telephone, cable, internet and other

telecommunications, utility monitoring systems, water heater rental, HVAC rental and other services or utilities);

- (6) third parties and affiliates (including Fernsby, as defined below) that provide smart home technology and equipment that is (or will be) installed in the Real Property;
- (7) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Real Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (8) third parties providing labour and/or materials for the construction of the Real Property;
- (9) any relevant federal, provincial, municipal or government authority, including any department, division or agency thereof;
- (10) the Vendor's Solicitor in connection with the closing of the transaction of purchase and sale contemplated by this Agreement, including the closing of this transaction by electronic means by way of the Teraview electronic registration system;
- (11) the Vendor's service providers and affiliates, for the purposes of providing services and support to the Vendor in connection with the sale, construction, development and financing of the Real Property, including data storage services; and
- (12) any person, where the Purchaser further consents to such disclosure.

In addition, the Purchaser agrees that the Vendor and its affiliates and service providers may use and disclose the Information for marketing purposes, internal business purposes, and to administer customer satisfaction surveys ("**Additional Purposes**"), unless the Purchaser advises the Vendor that the Purchaser does not want Purchaser's Information to be used or disclosed for such purposes. The Vendor may transfer and disclose the Information to the following third parties for such Additional Purposes, some of which may use the Information for their own marketing, internal purposes and to administer customer satisfaction surveys:

- (1) any companies or legal entities that are associated with, related to, or affiliated with the Vendor, including affiliates that offer financial products, insurance, smart home products and services, heating, cooling and hot water equipment, and/or renewable technologies, as well as affiliates that are developing one or more other developments or communities, which may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (2) one or more third party telecommunications providers that send (by e-mail or other means) promotional and marketing materials about such provider's products, services and offerings to the Purchaser;
- (3) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional and marketing materials about new developments or projects and/or related services to the Purchaser;
- (4) one or more third party companies that send (by e-mail or other means), administer or process surveys and/or survey results on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, which may also disclose and/or sell the aggregated and de-identified survey results to third parties;

- (5) any person, where the Purchaser further consents to such disclosure; and
- (6) as may otherwise be set out in the Mattamy Privacy Policy available at <https://mattamyhomes.com/help/privacy.aspx>

Without limiting the above, Vendor may sell the following Information to Fernsby (as defined below), for the limited purpose of allowing such affiliates to market, advertise and/or sell their products and/or services to the Purchaser, unless Purchaser withdraws consent to this Additional Purpose as described below: Purchaser's name, email address, phone number and mailing address. Please note that information that is sold to Fernsby will be handled by Fernsby in accordance with its own privacy policies and practices, which may differ from the Vendor's policies and practices. Purchaser may contact Fernsby at contact@fernsby.com for more information.

Vendor may also collect, use and disclose Purchaser's Information as required or permitted by applicable law, including with or without consent as permitted by the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 and the regulations thereto, and/or any applicable substantially similar provincial legislation, each as amended, replaced or restated from time-to-time and/or any successor legislation to the same general intent or effect.

The third parties described in this Schedule 'P' may be located in Canada or the U.S., and Information that is transferred or stored outside Canada may be disclosed to or accessed by foreign courts, law enforcement and governmental authorities in accordance with applicable laws.

Purchaser may contact Vendor at privacy@mattamycorp.com in order to: (a) withdraw consent to the use and/or disclosure of Purchaser's Information for any or all of the Additional Purposes, including (without limitation) to opt-out of the sale of Purchaser's Information to Fernsby; (b) obtain written information about Vendor's policies and practices with respect to service providers (including affiliates) outside Canada; or (c) ask questions about Vendor's collection of Purchaser's Information, including questions regarding the collection, use, disclosure or storage of Purchaser's Information by Vendor's service providers and affiliates outside Canada. For clarity, Purchaser's consent to the Additional Purposes is entirely voluntary, and withdrawal of consent to any or all of such Additional Purposes will not otherwise impact Purchaser's home purchase or Vendor's provision of any of its products or services.

Purchaser's Consent to receiving commercial electronic messages, in accordance with Canada's anti-spam legislation

The Vendor and certain of its affiliates would like to obtain the Purchaser's express consent regarding the distribution of commercial electronic messages in compliance with *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*. S.C. 2010, c. 23, commonly known as Canada's Anti-Spam Legislation ("**CASL**").

The Vendor, and its affiliates Mattamy Asset Management Incorporated at 66 Wellington Street West, Suite 5500, Toronto ON, M5K 1G8, www.mattamyhomes.com ("**MAM**"), Fernsby Comfort Tech, Fernsby Renewables, located at 66 Wellington Street West, Suite 5500, Toronto ON, M5K 1G8, www.fernsby.com (collectively referred to as "**Fernsby**"), and Mattamy Homes Limited at 66 Wellington Street West, Toronto, ON M5K 1G8, www.mattamyhomes.com ("**Mattamy Homes**") may from time to time wish to send the Purchaser commercial electronic messages, including but not limited to emails or SMS text messages with news and information regarding homes, communities and related products, services and general marketing

information which might be of interest to the Purchaser. By initialling below this paragraph, the Purchaser expressly consents to receive these electronic messages. This consent may be withdrawn at any time by following the unsubscribe mechanism set out in the electronic message.

I consent to receiving commercial electronic messages from the Vendor, Fernsby, MAM and Mattamy Homes.

Purchaser Initials

Purchaser's Consent to disclosure of contact information

As noted above, the Vendor shares certain information with third parties that provide services to the Property, such as suppliers of telephone, cable, internet and other telecommunications services. By initialing below, Purchaser agrees that the Vendor and its affiliates may provide Purchaser's name, home address, email address and phone number to Rogers Communications Inc. ("**Rogers**") for the additional purpose of allowing Rogers to send Purchaser promotional and marketing materials related to Rogers' products and services.

Purchaser Initials



Schedule 'Q'

Purchaser's Acknowledgement

1. The Purchaser acknowledges and agrees that the Purchase Price set out in the Cover Page of this Agreement is firm and binding.
2. The Purchaser is aware that real estate market conditions may fluctuate and change between the time of signing the Agreement and the day of closing. Such fluctuations may be in an upward or downward trend. The Vendor is not responsible for these market conditions, nor does the Vendor have any control over such fluctuations.
3. The Purchaser understands that the Agreement, including all obligations, terms and conditions, is firm and binding upon acceptance. Accordingly, the Vendor will not agree to any changes or reductions to the purchase price, nor will the Vendor provide or be obligated to provide any incentives, deposit structure changes, design studio incentives, adjustments, or changes to the obligations, terms and conditions of the Agreement.



SCHEDULE "R"
RENTAL OF REAL PROPERTY DURING
OCCUPANCY

Notwithstanding the provisions of this Purchase Agreement relating to leasing of the Real Property during the period of Interim Occupancy between the Firm Occupancy Date and Closing, and subject to final approval by the Vendor in its sole and unfettered discretion, the Vendor agrees that the Real Property may be leased by the Purchaser during such period of Interim Occupancy on such terms and conditions that the Vendor in its sole and unfettered discretion may determine.

Such terms and conditions may include but are not limited to:

- (i) prior approval of the proposed lessee by the Vendor;
- (ii) prior approval of the form and content of the lease by the Vendor, which lease must contain, among other things, the following provision:

"I, (lessee), covenant and agree that I, the members of my household and my guests from time to time will, in using (i) the Unit(s) rented by me; (ii) the common elements (to the extent that I am entitled by my lease and the Declaration to the use thereof, if at all); and (iii) the Shared Facilities (as defined in the Declaration and to the extent that I am entitled by my lease and the Declaration to the use thereof, if at all) comply with the *Condominium Act, 1998* and the provisions of the Declaration, the by-laws and all Rules of the Condominium Corporation, as well as all agreements authorized by the by-laws of the Condominium Corporation, including the Reciprocal Agreement, during the term of my tenancy and will be subject to the same duties imposed by the foregoing as if I were a Unit owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act, 1998*."

- (iii) prior to the Firm Occupancy Date, payment of a minimum amount of deposits toward the Purchaser Price, which minimum will be set by the Vendor in its sole discretion and will not be less than twenty percent (20%) of the Purchase Price, as well as payment of an additional good faith deposit in certified funds in an amount to be determined by the Vendor in its sole discretion which amount will be at least \$25,000.00;
- (iv) prior to the Firm Occupancy Date, payment of the Vendor's administrative and legal fees;
- (v) prior to the Firm Occupancy Date, provision of a firm mortgage commitment or other evidence of financial ability to satisfy the Purchase Price; and
- (vi) prior to the Firm Occupancy Date, execution of and agreement to be bound by all additional or varying provisions contained in the Vendor's form of Consent to Rent During Interim Occupancy agreement, which agreement may take the form of an amendment to the Purchase Agreement or a freestanding agreement.

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (d) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) above, must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Closing Date – Three Ways

- (a) The Firm Closing Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Closing Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Closing Date is set in accordance with section 4 or 5, then the new date is the “Firm Closing Date” for all purposes in this Addendum.

3. Changing the Firm Closing Date – By Setting a Delayed Closing Date

- (a) If the Vendor cannot Close on the Firm Closing Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 7.
- (b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date but not later than the Outside Closing Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event at least 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 7(c). If notice of a new Delayed Closing Date is not given by the Vendor before the Firm Closing Date, then the new Delayed Closing Date shall be deemed to be the date which is 90 days after the Firm Closing Date.
- (d) After the Delayed Closing Date is set, if the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Closing Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
 - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

Freehold Form (Tentative Closing Date)

- (iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:
- i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ○ Yes ○ No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

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Condition #1 (if applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20__.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
 - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
 - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

- (a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the date of Closing; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.
- (e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
 - (i) includes the Vendor's assessment of the delayed closing compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delay compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

- (a) On or before Closing, the Vendor shall deliver to the Purchaser:
 - (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):

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- (i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in Closing alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser, and **"Close"** has a corresponding meaning.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

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“Critical Dates” means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

“Delayed Closing Date” means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.

“Early Termination Conditions” means the types of conditions listed in Schedule A.

“Firm Closing Date” means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.

“First Tentative Closing Date” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.

“Outside Closing Date” means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.

“Property” or “home” means the home including lands being acquired by the Purchaser from the Vendor.

“Purchaser’s Termination Period” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

“Second Tentative Closing Date” has the meaning given to it in paragraph 1(c).

“Statement of Critical Dates” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

“The ONHWP Act” means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

“Unavoidable Delay” means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“Unavoidable Delay Period” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

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(Tentative Closing Date)

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

**Freehold Form
(Tentative Closing Date)**

SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
 - (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
 - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
 - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
 - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and Closing of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an Closing permit; and/or
- (c) completion of the home.

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

Freehold Form

(Tentative Closing Date)

PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

1. (a) any charges paid to a utility for the installation, connection, energization or inspection of services or meters;
 - (b) costs incurred by the Vendor for boulevard landscaping (which, in some municipalities, may include tree planting), fencing and asphalt paved driveway;
 - (c) any increase of an existing, or imposition of a new Levy, plus HST, between the date this Agreement is executed and the date upon which a building permit for the erection of the Dwelling is issued;
 - (d) the enrolment fee required pursuant to the statutory warranty coverage described in the *Ontario New Homes Warranty Plan Act* (the "Tarion Warranty Program"), and the regulatory oversight and licensing fees attributable to the Dwelling and/or the Property by the Home Construction Regulatory Authority established under the *New Home Construction Licensing Act, 2017*, as amended from time to time (the "NHC Act");
 - (e) realty taxes, fuel, water rates, assessment rates and local improvements that were paid prior to or after Closing and which relate to the post-Closing period which are to be apportioned and allowed to the date of Closing. In the event that realty taxes have not been broken down in respect of the Real Property, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay the en bloc realty taxes as the same fall due and, agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to the Real Property. Realty tax re-assessment and/or supplementary tax bills relating to the Dwelling issued subsequent to Closing shall be the sole responsibility of the Purchaser; and
 - (f) an administration fee of \$250 (plus HST) for any cheque or payment returned for insufficient funds or as a result of a stop payment order (in the event the Vendor, in its sole, subjective and absolute discretion, forgives the default arising thereby).
- As the owner of the Real Property on Closing, the Purchaser shall be liable for any and all realty taxes that are payable in relation to the Real Property for the period after Closing including, without limitation, any taxes that were paid in advance by the Vendor on behalf of the Purchaser in relation to the post-Closing period. If, for whatever reason, such amounts have not been adjusted for on Closing, the Purchaser shall fully reimburse the Vendor after Closing on account of such amounts.
- The day of Closing shall be apportioned to the Purchaser. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales taxes may be collected and remitted by the Vendor. The Purchaser agrees to pay after Closing any charges for water, hydro, fuel and other services. The parties agree to readjust any of the above items where appropriate after Closing.
- The parties acknowledge and agree that, as part of and included in the Purchase Price herein, the Vendor has or will pay on behalf of the Purchaser, all current Levies, imposts, building permit fees (for permit obtained on behalf of the Purchaser), and all applicable development charges including education development charges applicable to the Real Property as estimated by the Vendor. The parties acknowledge and agree that these amounts shall be shown separately in the statement of adjustments to be delivered to the Purchaser prior to Closing. Any development charge rebates, credits or other reimbursements or reductions of Levies, imposts or fees paid or credited to the Vendor from any source whatsoever shall be for the sole account of the Vendor and shall not be the basis for and shall not give rise to any right to readjustment, abatement or reduction of the Purchase Price or any claim by the Purchaser of any kind whatsoever. Increases to Levies and imposition of new Levies remain at all times subject to subsection (c) of this Section 8.
- [paragraph 8 of Schedule "1" to the Purchase Agreement]
2. There will be a charge, based on the Vendor's standard charges, to the Purchaser if the walk-out basement or look-out was not described or shown as a feature but built anyway, whether due to grading requirements or otherwise (which the Purchaser acknowledges may not be finalized at the time of execution of this Agreement).
- [paragraph 9 of Schedule "1" to the Purchase Agreement]
3. If not included in the Purchase Price, amounts owing for any extra, upgrades, options, or the like ordered by the Purchaser.
- The Purchaser may not change its original interior or exterior selections (including, among other things, materials, colours, styles, shutters, windows, elevation, etc.) without the approval of the Vendor in its sole, subjective and absolute discretion, in which event the Vendor shall be entitled to charge an administration fee of \$1,000 (plus HST) in addition to the applicable price of the revised selections.
- [paragraph 11 of Schedule "1" to the Purchase Agreement]
4. Under no circumstances will the Purchaser perform or cause to be performed any work of any nature on or to the Real Property prior to the conveyance thereof to the Purchaser and, in the event of a breach of this covenant, the Vendor shall, in addition to any other rights and remedies to which it is entitled, may take whatever steps it deems necessary, in its sole, subjective and absolute discretion, to remove, correct or remedy any such work and the cost and expenses thereof plus a fifteen percent (15%) administration fee (plus HST) shall be paid by the Purchaser forthwith upon demand to the Vendor or, at the Vendor's option, charged as an adjustment on Closing.
- [paragraph 14 of Schedule "1" to the Purchase Agreement]
5. The transfer shall be prepared by the Vendor's Solicitors at the Vendor's expense and shall be registered forthwith on Closing by the Purchaser at his or her expense. The Purchaser agrees to advise the Vendor's Solicitors, at least thirty (30) days prior to Closing, as to how the Purchaser will take title to the Real Property, the birth dates of any parties taking title to the Real Property and any name changes or corrections due to marriage or otherwise. If the Purchaser fails to do so by such time or changes such information either before or after such time, the Purchaser shall pay to the Vendor's Solicitors (or reimburse the Vendor) for all additional legal fees and disbursements which may be incurred by the Vendor or charged by its Solicitors, which shall be at a minimum \$250 (plus HST) which payment may be, at the Vendor's option, charged as an adjustment on Closing.
- [paragraph 19 of Schedule "1" to the Purchase Agreement]
6. The Vendor reserves the right of re-entry after Closing for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement or other Development Requirements. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work or to rectify noncompliance with any Development Requirements.
- [paragraph 23 of Schedule "1" to the Purchase Agreement]
7. If the Purchaser receives the keys on the day of Closing but does not tender the documents and balance due on Closing as called for by this Agreement, the Purchaser shall immediately return the keys to the site office, deliver up vacant possession of the Real Property to the Vendor and indemnify the Vendor for any damage to the Real Property or the Dwelling and for any expenses, legal fees and other costs thereby caused to the Vendor and the Dwelling shall be at the Purchaser's risk until such time as vacant possession is delivered up to the Vendor.
- For greater certainty and without limitation, notwithstanding any other provision herein, the Purchaser shall be solely responsible for the costs of registration and tax on any transfer of the Real Property to the Purchaser, including, without limitation, all land transfer tax and all non-resident speculation tax.
- [paragraph 25 of Schedule "1" to the Purchase Agreement]
8. If the Purchaser's solicitor is not able or willing to access the Web Delivery System or accept delivery of emailed documents in advance of Closing, the Purchaser shall pay the Vendor (as an additional adjustment on Closing) the sum of \$100 plus HST as a fee for the additional time and disbursements thereby caused to the Vendor. In addition, if the Purchaser or the Purchaser's solicitor requests an additional copy of this Agreement, any amendment thereto or any other document which has previously been delivered to or received by the Purchaser, each such subsequent copy of each such document shall be subject to a fee of \$50 plus HST and may be charged as an adjustment on Closing.
- [paragraph 26 of Schedule "1" to the Purchase Agreement]
9. The Purchaser acknowledges that this Agreement does not create an interest in the Real Property or the Dwelling and that until a Transfer/Deed of Land is registered in favour of the Purchaser, the Purchaser shall have no such interest. The Purchaser further covenants and agrees not to register or cause or permit this Agreement to be registered on title to the Real Property and that no reference to it, or notice of it or any caution or any certificate of pending litigation, purchaser's lien or any other notice or document of any type shall be registered on title whether or not the Vendor is in default hereunder. The Purchaser shall be deemed to be in default under this Agreement if the Purchaser creates any encumbrance or makes any registration or causes or permits any such encumbrance or registration to be made on title to the Real Property on or before Closing. Should the Purchaser be in default of the obligations under this Section, the Vendor may, as agent and attorney of the Purchaser, cause removal of any such registration from the title to the Real Property. The Purchaser hereby irrevocably consents to a court order removing any notice of this Agreement, any caution, any certificate of pending litigation, any purchaser's lien or any other notice or document of any sort whatsoever from title to the Real Property and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitors' fees and disbursements on a full indemnity basis) which may at the Vendor's be option be charged as an adjustment on Closing.
- [paragraph 29 of Schedule "1" to the Purchase Agreement]
10. In addition, if the Purchaser notifies the Vendor of its solicitor information less than 30 days prior to Closing or changes its solicitor, the Purchaser shall pay to the Vendor's solicitors (or reimburse the Vendor) for all additional legal fees and disbursements which may be incurred by the Vendor or charged by its solicitors, which shall be at a minimum \$250 (plus HST), which payment may be, at the Vendor's option, charged as an adjustment on Closing.
- With respect to the delivery of funds through the Large Value Transfer System or any private electronic funds transfer system designated by the Vendor or the Vendor's solicitor, the Purchaser shall pay as an adjustment on Closing or to the Vendor's Solicitors as the Vendor may require, any fee incurred by the Vendor or the Vendor's Solicitors in connection therewith, including all applicable bank wire transfer fees and any fees charged by any electronic funds transfer provider.
- [paragraph 30 of Schedule "1" to the Purchase Agreement]
11. The Purchaser covenants that he/she will not at any time before or after Closing, without the prior written consent of the Vendor and the Developer, interfere with any drainage works completed by the Vendor or the Developer or take any steps which may result in the alteration or change of any grading or drainage or removal of soil or top soil in contravention of the Developer's obligations under the applicable subdivision agreement or other Development Requirements. In such event, the Vendor or the Developer may enter upon the Real Property and correct such grading and remove any such obstructions at the Purchaser's expense to be paid forthwith or, at the Vendor's option, as a closing adjustment. This covenant may be included in the Purchaser's transfer at the option of the Vendor. The Purchaser further acknowledges that settlement may occur due to soil disturbance and conditions including areas affecting walkways, stairs, decks, driveways and sodded areas. The Vendor agrees to rectify such settlement problems as and when required by the Municipality or the Developer subject to the Purchaser's obligation to assume the cost of removing and re-installing any driveways, stairs, decks or walkways installed by the Purchaser. The Purchaser covenants and agrees on his or her own behalf and on behalf of anyone for whom the Purchaser is in law responsible not to damage or alter any subdivision service at any time or the Dwelling prior to Closing, and shall be liable for the costs of rectification of any such damage or alteration, and in the event same is not paid upon demand or, at the Vendor's option, as a closing adjustment, the Vendor shall have the right to register a lien on title to secure such payment which may be enforced in the same manner as a mortgage in default.[paragraph 31 of Schedule "1" to the Purchase Agreement]
12. The Purchase Price includes HST and has been determined taking into account HST rebates (the "Rebates") provided for in applicable federal and/or provincial legislation, including any transitional rebates, to the extent eligible. If rebates are included, the Purchaser assigns to the Vendor all of its rights to the Rebates and shall reimburse the Vendor for any loss of the Rebates caused by his or her failure to comply with the representations to be contained in the statutory declarations or certificates or covenants referred in paragraph 32(b).
- If the Purchaser does not qualify for the Rebates, or any of them, or fails to deliver the requisite Rebate Documentation in connection therewith or takes any action that might disentitle it from receiving the Rebates (such as a resale or rental listing or liability for any non-residential speculation or similar tax payable in respect of the transfer of the Real Property to the Purchaser), then, if discovered prior to closing, the amount of the Rebates shall be paid to the Vendor on Closing or, if discovered after Closing, the Purchaser shall pay the Vendor by certified cheque the amount of the Rebates forthwith upon demand and shall indemnify the Vendor from any loss of the Rebates. Notwithstanding any provision to the contrary in this Agreement or in the applicable legislation, if at any time, in the view of the Vendor or its solicitors, the Purchaser or the Purchaser's solicitor requests a title change or provides other information or the Vendor or its solicitors becomes aware that the Purchaser's information might be inaccurate, incomplete or untruthful such that the Rebates, or any of them, may not be properly collected by the Vendor, or if the Vendor or its solicitors believe, in their sole, subjective and absolute discretion, that the Rebates might for any reason be disallowed, the Vendor shall be entitled in its sole, subjective and absolute discretion to increase the Purchase Price by the amount of the Rebates and the Purchaser shall pay such additional sum on Closing together with any other costs/expenses caused to the Vendor including the Vendor's Solicitor fees, which shall be a minimum of \$250 (plus HST).
- The Vendor and Purchaser acknowledge that prior to Closing, the HST rate, including either or both of its federal or provincial components, applicable to this Agreement may change. In such event all references to such rate in this Agreement shall be deemed to be amended to reflect the new rate. Any such change will affect the calculation of the Purchase Price and any Rebates applicable to the determination of the Purchase Price.
- [paragraph 32 of Schedule "1" to the Purchase Agreement]
13. If the Purchaser requests any change to the terms of the Agreement of Purchase and Sale after its original execution or seeks the Vendor's forgiveness, forbearance or accommodation with respect to any default or non-compliance by the Purchaser, and if the Vendor agrees to such request (in its absolute, subjective and unfettered discretion), the terms of such agreement (whether documented directly between the parties or their respective solicitors acting on their behalf) may include administrative fees, legal costs, interest or other charges payable by the Purchaser that will be collected as an adjustment to the balance due on Closing.

Warranty Information for New Freehold Homes

This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you **by your builder** and backed by Tarion.

For more detailed information, visit [tarion.com](https://www.tarion.com) and log into our online learning hub at <https://www.tarion.com/homeowners/homeowner-resources-hub>

The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by the use of the home.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: <https://www.tarion.com/homeowners/homeowner-resources-hub>

Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your legal right to terminate it. Deposit coverage limits are \$60,000 if the purchase price is \$600,000 or less and 10% of purchase price to a maximum of \$100,000 if the purchase

price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Closing Coverage

Your builder guarantees that your home will be ready for you to move in by a date specified in the Agreement of Purchase and Sale or a date that has been properly extended (if for certain reasons the original closing date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your occupancy date and provides up to a maximum of \$400,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario's Building Code
- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work and materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work and materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario's Building Code that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty – not all deficiencies are covered. And the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via <https://tarion.com/builders/construction-performance-guidelines>

Important Next Steps

1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion's **MyHome** right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario's new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or customerservice@tarion.com

HAWTHORNE EAST VILLAGE

SCHEDULE "X"

PURCHASE OF AN INTEREST IN A COMMON ELEMENT CONDOMINIUM

1. The meaning of words and phrases used in this Schedule shall have the meaning ascribed to them in the *Condominium Act*, S.O. 1998, as amended, the regulations thereunder and any amendments thereto (the "**Condominium Act**") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents (hereinafter defined) unless otherwise provided for as follows:
 - (a) "**Agreement**" shall mean the Agreement of Purchase and Sale to which this Schedule is attached, including all other Schedules attached thereto and made a part thereof;
 - (b) "**Condominium Documents**" shall mean the Creating Documents (as hereinafter defined), the by-laws of the Condominium Corporation, the disclosure statement and budget statement, as may be amended from time to time;
 - (c) "**Condominium Corporation**" means the Condominium Corporation to be created upon the registration of the Creating Documents; and
 - (d) "**Creating Documents**" means the declaration and the description to be registered against title to the lands comprising the Condominium Corporation, as may be amended from time to time.
 - (e) "**Municipality**" means the municipality where the Real Property is situate.
2. The Purchaser authorizes the Condominium Corporation, when created, to issue a status certificate in the form prescribed by the Condominium Act, which status certificate may be prepared by the Vendor's Solicitors or the property manager for the Condominium Corporation and at the cost of the Purchaser with such cost to be paid by the Purchaser to the Vendor's Solicitors on closing by way of certified cheque.
3. The Purchaser acknowledges that the roadways upon which the Real Property fronts (unless those roads are municipal roads) and all services and facilities within the common elements of the condominium to be created by the Creating Documents will form part of a common elements condominium corporation pursuant to the Condominium Act and that in connection therewith the Purchaser further acknowledges and agrees that:
 - (i) unless otherwise provided in the Condominium Documents, it is the Condominium Corporation that shall be fully responsible for the maintenance, plowing, upkeep, repair, resurfacing, reconstruction, and/or replacement of all services and facilities within the common elements of the condominium, including, without limitation, the roadway, watermains, storm and sanitary sewer, sidewalks, light standards and any and all other services and facilities, as more particularly described in the Condominium Documents provided to each Purchaser;
 - (ii) the Purchaser hereby indemnifies and saves harmless the Municipality, its officers, employees and agents of, from and against all manner of actions, suits or claims which may be brought against them or made upon the Municipality, its officers, employees and agents or any of them, and of, from and against all loss, costs and damages and expenses which may be sustained, incurred or paid by the Municipality, its officers, employees and agents, or any of them, resulting from the sharing of or access to the aforesaid services and, if requested, the Purchaser agrees to provide such an indemnity addressing the Municipality on the Closing; and
 - (iii) the Municipality will not assume or take responsibility for the aforesaid services and facilities at any time in the future.
4. In addition to purchasing the Real Property, the Purchaser hereby agrees to purchase a common interest in the Condominium Corporation to be attributable to the Real Property as more particularly described in the Condominium Documents and on the terms and conditions set out in this Schedule.
5. The Purchase Price for the common interest in the Condominium Corporation attributable to the Real Property is Two Dollars (\$2.00) which is payable on Closing.
6. There is no deposit payable by the Purchaser for the purchase of the common interest in the Condominium Corporation attributable to the Real Property. Accordingly, the provisions of the Condominium Act providing that the declarant is entitled to retain the excess of all interest earned on money held in trust over the interest it is required to pay to the Purchaser under the Condominium Act are not applicable.
7. In addition to the encumbrances and other matters permitted by the Agreement, the Purchaser agrees to accept title subject to the Condominium Documents notwithstanding that same may be amended or varied from the proposed condominium documents provided to the Purchaser and acknowledges that upon receipt of a transfer/deed of land to the Real Property, the common interest in the Condominium Corporation cannot be severed from the Real Property upon any subsequent sale of the Real Property.

8. The Vendor's proportionate amount of the common expenses attributable to the Real Property shall be apportioned and allowed to Closing. The Purchaser shall also provide the Vendor on Closing with twelve (12) post-dated cheques payable to the Condominium Corporation, or in the alternative, if required by the Vendor, a pre-authorized payment plan for common expenses attributable to the common interest.
9. The Purchaser acknowledges that the Condominium Corporation and the purchase of a common interest in the Condominium Corporation is not warranted by the *Ontario New Home Warranty Plan Act*.
10. The Purchaser acknowledges that the common elements of the Condominium Corporation will be constructed to the standards and/or the requirements of the Municipality. The Purchaser covenants and agrees that the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his or her successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Condominium to conform with any municipal requirements related to official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions and/or municipal site plan approval. Such changes may be to the plans and specifications existing at inception of the Condominium Corporation or as they existed at the time the Purchaser entered into the Agreement, or as illustrated on any sales brochures or otherwise. Subject to any applicable provisions of the Ontario New Home Warranties Plan Act to the contrary, the Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.
11. The provisions of the Agreement pertaining to Purchaser's consent to disclosure of personal information shall be deemed to be revised in each and every respect to be read as the Purchaser additionally consenting to the release of any and all information as contemplated in the Agreement to the proposed Condominium Corporation, the proposed manager of the proposed common element Condominium Corporation and any matter and/or party ancillary to the operation, registration, upkeep, care and maintenance of the proposed Condominium Corporation.
12. Purchasers are advised and so acknowledge that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval and any other municipal approvals in connection with the proposed plan of condominium, certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**"), usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as, for example, warning related to noise levels, the proximity of the development to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that on Closing, the Purchaser shall execute any and all documents required by the Vendor acknowledging, *inter alia*, that the Purchaser is aware of the Requirements and that the Vendor is required to incorporate the Requirements into either or each of the transfer/deed for the Real Property and/or the Condominium Documents and the Purchaser shall accept the same, without in any way affecting this transaction and without same being deemed to be a material change (for the units comprising parcels of tied land) in the context of the Condominium Act.

Without limiting the generality of the foregoing, Purchasers are further advised, and so acknowledge that the documentation pertaining to the Condominium Corporation may be revised from that currently contemplated by the Vendor as a result of governmental authority requirement(s) or marketability requirements (in the sole, absolute and unfettered opinion of the Vendor) including, without limitation, minor variances, site plan approval, restrictive covenant and/or building scheme agreements, master agreements, revisions to the draft plan of subdivision and/or matters arising from and pertaining to the draft plan of condominium approval. The Purchaser acknowledges and agrees that they shall be bound by any such changes and the Purchaser acknowledges that they shall accept the same without in any way affecting this transaction.

13. The Purchaser is advised that the freehold lot comprising the Real Property attached to the common elements Condominium Corporation may be subject to blanket easements or similar arrangements which will allow the Condominium Corporation to place above and below grade services on the Real Property and that, in addition to anything contemplated in the Agreement, the Purchaser's use of front yard or rear yard could be limited by siting of street fixtures (such as utility boxes) and below grade services within the front yard or rear yard. The Purchaser further acknowledges that the Real Property may be subject to gang metering for gas and hydro-electric service and any other utilities in favour of any of the other Potls, and other easements relating to the provision of any utilities and services to the Potls. As referenced in the Disclosure Statement provided to Purchasers, portions of the retaining walls may form part of the Condominium or may form a portion of the Potls. In the event that the plans for the development contemplate that the retaining walls and the adjacent areas are to form part of the Potl and thereafter the Declarant revises the plans for the development to provide that the retaining walls and any adjacent areas are to form part of the Condominium, then the Purchaser acknowledges and accepts such amendment to the width and/or depth of the Potl and agrees that they shall have no cause of action or claim for an abatement in the purchase price as a result of the loss of such area.
14. Notwithstanding anything contained in this Agreement (or in any Schedule annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgment of receipt of both the Vendor's disclosure statement and a copy

of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate the Agreement at any time thereunder upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor.

15. The Purchaser acknowledges and agrees that it may be given occupancy of the dwelling constructed upon the Real Property even though the Creating Documents may not yet have been registered and conveyance of the Real Property will not be delivered at such time (the "**Occupancy Date**"). In such event, paragraphs 16-25 of this Schedule shall be applicable.
16. Closing shall occur and the Purchaser shall complete the transaction on a date set out in a written notice from the Vendor (or its solicitors or any of its agents or employees) advising that the conveyance of the Real Property is ready to be carried out, which date shall be no less than seven (7) days after the sending of such notice.
17. The Purchaser shall, on the Occupancy Date, if requested by the Vendor to do so, deliver to the Vendor:
 - (a) An executed direction or power of attorney regarding unadvanced mortgage monies;
 - (b) A series of twelve (12) post-dated cheques as required by the Vendor to cover the Purchaser's occupancy fees for the occupancy period;
 - (c) Evidence of the insurance referenced in Paragraph 24 of this Schedule, to the satisfaction of the Vendor's solicitor; and
 - (d) Any and all other documents required by the Vendor from the Purchaser, including a letter from the solicitor retained by the Purchaser to complete the Agreement confirming the solicitor's retainer.
18. The Purchaser agrees that he or she will ascertain from the Vendor the time of day when the Purchaser will be permitted to move into the dwelling on the Occupancy Date. The Purchaser agrees not to move at any other time except with the consent of the Vendor.
19. The Purchaser covenants that:
 - (a) The dwelling on the Real Property shall be used only for residential purposes by the Purchaser and immediate members of the Purchaser's family, as applicable; and
 - (b) The Purchaser shall maintain the dwelling on the Real Property in a clean, sightly and sanitary condition, shall not make any alterations, improvements or additions to the dwelling on the Real Property without the prior written approval of the Vendor and shall indemnify and save harmless the Vendor as a result of a breach of this provision by the Purchaser.
20. The Vendor and Purchaser mutually agree that during the period of occupancy the Purchaser shall occupy the Real Property as a licensee under this Agreement, not as a tenant, and the provision of the *Residential Tenancies Act* S.O. 2006, as amended, will not apply to the parties (unless otherwise expressly provided for herein).
21. The cost of all hydro, gas, telephone, television, security and all other utility and ancillary service charges for the consumption and use of such services by the occupant of the Real Property shall be the responsibility of the Purchaser, and the Purchaser covenants to pay all such charges when due. The Purchaser agrees to indemnify the Vendor for all damage to the dwelling on the Real Property caused by the Purchaser, members of the Purchaser's family, his agents, servants, workman, invitees, licensees, or anyone for whom s/he is responsible at law during the period of occupancy. The Purchaser further agrees to indemnify the Vendor for any claims or actions brought against the Vendor resulting from the acts of the Purchaser, or those for whom s/he is responsible at law.
22. Default in payment of the monthly occupancy fee on the due dates, or failure to pay realty taxes and all other charges contemplated by Paragraphs 16 and 19 of this Schedule shall, at the Vendor's option, constitute a repudiation by the Purchaser of the Agreement of which this Schedule forms a part, and the Vendor shall have the option of terminating the said Agreement by reason of the Purchaser's default.
23. Within 15 days of receipt of notice from the Vendor of the termination of this Agreement as described in Paragraph 20, or immediately upon repudiating or failing to complete the transaction, (a) the Purchaser shall vacate the Real Property; (b) the Purchaser shall leave the dwelling on the Real Property in good state of repair and in a clean and broom-swept condition; and (c) the balance of all instalments paid or payable during the Purchaser's occupancy shall be deemed to be further deposits, and shall be subject to forfeiture as damages and not as penalties, by reason of the default of the Purchaser.
24. The obligations herein shall be joint and several on all Purchasers.
25. The Vendor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Real Property or damage to the Real Property of the Purchaser or of others located on or at

the Real Property, nor shall it be responsible for a loss of or damage to any Real Property of the Purchaser or others from any cause whatsoever, whether or not any such death, injury, loss or damage results from the negligence of the Vendor, its agents, servants or employees, or other persons for whom it may at law be responsible. Without limiting the generality of the foregoing, the Vendor shall not be liable for any injury or damage to persons or the Real Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, floods, snow or leaks from any part of the Real Property or from the pipes, appliances, plumbing works, roof, or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. The Vendor shall not be liable for any such damage caused by occupants of adjacent lot/dwelling thereto, or the public, or caused by construction or by any private, public or quasi public work. All property of the Purchaser kept or stored on or in the Real Property shall be so kept or stored at the risk of the Purchaser only and the Purchaser shall indemnify the Vendor and save it harmless from and against any claim arising out of any damages to the same, including without limitation, any subrogation claims by the Purchaser's insurers.

- 26. Notwithstanding any other terms, covenants and conditions contained in this Agreement or Schedule, the Purchaser shall protect, indemnify and hold the Vendor harmless from and against any and all loss (including loss of all installment payments payable by the Purchaser pursuant to this Schedule), claims, actions, damages, liability and expense in connection with loss of life, personal injury, damaged property or any other loss or injury whatsoever arising from or out of this Schedule or Agreement, or any occurrence in, upon or at the lot, or the occupancy or use by the Purchaser of the Real Property, or occasioned wholly or in part by any act or omission of the Purchaser or by anyone permitted to be on the Real Property by the Purchaser. If the Vendor shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then the Purchaser shall protect, indemnify and hold the Vendor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Vendor in connection with such litigation. The Purchaser acknowledges that the Vendor will arrange a fire liability insurance policy on the Real Property, to commence on the Occupancy Date, and that the Purchaser will pay the full cost of any such policy to the Vendor on the Occupancy Date. The Purchaser agrees to obtain public liability insurance during his or her occupancy for the sum of not less than Two Million Dollars (\$2,000,000) naming the Vendor and its successors in title as loss payee and to provide proof of such insurance prior to the Occupancy Date.
- 27. The provisions of Paragraphs 15-25 of this Schedule are in addition to those set out in Tarion's Schedule C (the "**Tarion Occupancy Terms**") which is attached to and forms part of the Agreement. If any such provision in this Schedule derogates from, conflicts with or is inconsistent with the Tarion Occupancy Terms, such provision shall not be applied in the circumstances but the remainder of this Schedule shall remain in force and effect and otherwise fully applicable and enforceable to the maximum extent allowable.
- 28. Notwithstanding any provision to the contrary in the agreement or any schematic or diagram of the Potl showing dimensions, the Vendor has the right to remove a portion of each of the Potls and to convert said area to exclusive use common elements appurtenant to that specific Potl from which it was removed. In no event will this conversion entitle the Purchaser to an abatement in the purchase price or termination of the Agreement.

Initials