

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

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:

Deposits

- (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**

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 or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights

on Title

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

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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:

- a. 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;
- b. 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
- c. 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 Purchasers 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 Taron 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 Taron 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 Taron 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.

DRAFT



Schedule '1C'

Seaton Whitevale Phase 6

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 A (Home Features)
Seaton Whitevale Phase 6 - Pickering – Townhouse

The Vendor shall make commercially reasonable efforts to include the following Home Features but at all times subject to the provisions set out in the Agreement of Purchase and Sale to which this schedule is attached (including, without limitation, Section 9 of Schedule “1” therein) and the provisions set out in this Schedule A.

EXTERIOR

1. MATTAMY builds new communities inspired by the sense of neighbourhood. House sitings and exterior colours will be architecturally coordinated in accordance with applicable zoning and architectural control guidelines.
2. Elevations include clay brick and maintenance free vinyl siding, veneer stone, fibre cement rainscreen and EIFS stucco system with Architectural features in other materials, as per elevation.
3. Entry-resistant framing on all perimeter doors (excluding patio doors).
4. Aluminum maintenance-free soffit, downspouts, fascia and eaves-trough.
5. Architectural styled laminate fibreglass shingles with a 30-year manufacturer's limited lifetime warranty.
6. Steel clad insulated entry and exterior door(s) with weather-stripping and deadbolt lock (excluding patio doors and door from garage to exterior if applicable).
7. All vinyl casement windows or simulated single-hung casement windows, or fixed windows throughout, excluding basement. Basement windows to be all-vinyl sliders. All windows as per the Vendor's specifications and caulked on exterior.
8. Sliding patio door or garden door(s), as per plan. High efficiency windows, excluding basement windows and entry door glazing.
9. Glazed panel in front entry door or side light(s) as per elevation.
10. All opening windows and sliding patio doors are complete with screens.
11. Steel insulated door from house to garage, if grade permits, with safety door closer and keyless entry hardware, as per plan.
12. Moulded steel panel insulated sectional roll-up garage doors equipped with heavy duty springs and long-life, rust-resistant door hardware, as per elevation.
13. Entire lot sodded except paved areas (common side yard 6' or less may be finished with granular material).
14. Pre-cast concrete slab walkway to front door entry, pre-cast step(s) at front and/or rear door as required in the discretion of the Vendor.
15. Two exterior water taps, one in front (or garage), and one at rear of home.
16. Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one at rear of home. Brushed nickel front door lockset, individual house number, front coach lights at all exterior home entrances, as per elevation.
17. Two-coat asphalt driveway, as per plan.

KITCHEN

1. Purchaser's choice of cabinets and quartz countertops from the Vendor's standard selections.
2. Colour co-ordinated kick plates to complement kitchen cabinets.
3. Stainless steel undermount double compartment kitchen sink complete with shut off valves. Includes single lever pullout faucet, from the Vendor's standard selections.
4. Stainless Steel exhaust fan with 6" duct vented to exterior.
5. Heavy duty receptacle for future stove and dedicated electrical receptacle for future refrigerator.
6. Split receptacle(s) at counter level for future small appliances.
7. Dishwasher space provided in kitchen cabinets with rough-in wiring and drains. Wire will not be connected to electrical panel and no cabinet supplied.
8. Stainless steel refrigerator 30"W, stove 30"W and dishwasher 24".

BATHS

1. Purchaser's choice of cabinets and quartz countertops from the Vendor's standard selections in primary bathroom.
2. Purchaser's choice of cabinets and laminate countertops from the Vendor's standard selections in all bathrooms (excluding primary bathroom and powder room).
3. Colour co-ordinated kick-plate to complement vanity cabinets.
4. Water resistant board to approximately 60" high on separate shower stall walls.
5. Energy efficient water saver shower head and toilet tank.
6. Fully tiled shower enclosures with 2"x2" white mosaic tile base, 8"x10" ceramic tiled walls (where required) and framed glass door in primary ensuite as per plan with aluminum channel as required, all from the Vendors' standard selection.
7. Decorative lighting in all bathrooms and powder room.
8. Beveled mirrors approx. 36" or 42" high in all bathroom(s) and powder room as per plan.
9. White bathroom fixtures from the Vendor's standard selections including efficient 4.8L elongated toilet.
10. White acrylic bathtubs in all bathrooms, as per plan.
11. Exhaust fans vented to exterior in all bathroom(s) and powder room.
12. Privacy locks on all bathroom and powder room doors.
13. Chrome finish washer-less faucet with pop-up drain and water saving aerator in all bathroom and powder room sinks.
14. Pedestal sink in powder room, as per plan.
15. 8"x10" ceramic wall tile from the Vendors' standard selections, up to the ceiling for tub/shower enclosure(s) and up to and including ceiling for separate shower stalls in bathrooms.
16. Bathroom and powder room accessories to include faucet finish matching towel bar and toilet tissue holder, from the Vendor's standard selections.
17. Pressure balance valves to all shower stalls and tub/showers as per plan.
18. Shut off valves for all bathroom and powder room sinks.

INTERIOR TRIM

1. Stairs with oak treads, oak veneer risers and stringers with choice of stained or natural finish from the Vendor's standard colour selections. Applies to stairs from ground to second floor and from ground to sunken landings as per plan. Excludes stairs to basement.
2. Colonial moulded panel interior passage doors throughout finished areas (Purchaser's choice from the Vendor's standard selections of one style throughout), excluding sliding closet doors, if applicable.
3. Colonial 3 7/8" baseboard throughout with 3/8" profiled door stop trim in all tiled areas.
4. Colonial 2 1/4" trim casing on all swing doors and flat archways up to approx. 12" deep and windows throughout all finished areas, foyer and linen closets, where applicable as per plan (excluding bedroom closets with sliding doors and arches in bedrooms and bathrooms).
5. All drywall applied with screws using a minimal number of nails.
6. Lever handles and hinges (unpainted) finished in satin nickel on all interior doors in finished areas, as per plan.
7. Wire shelving in all bedroom closets.

LAUNDRY

- 1. Laundry tub with chrome finish dual knob faucet installed with shut off valve in finished laundry room, unfinished basement or unfinished storage / utility room, as per plan.
- 2. Heavy duty electrical outlet and exterior vent for future dryer. Electrical outlet for future washer.

ELECTRICAL

- 1. Decora style switches and receptacles throughout finished areas.
- 2. 200 Amp service with circuit breaker type panel.
- 3. All wiring in accordance with [Ontario hydro] standards.
- 4. One electrical outlet under electrical panel if located in unfinished area.
- 5. Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
- 6. One electrical outlet in garage for each parking space. One ceiling outlet in garage for each garage door for future garage door opener.
- 7. Electrical box with conduit from garage to basement electrical panel for future electric vehicle charging included. This is rough in only. Wiring to electrical panel, plug and transformer not included.
- 8. Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
- 9. Ceiling mounted light fixture(s) in kitchen/breakfast area, den, halls, finished laundry room, family room / great room, dining room and all bedrooms where applicable, as per plan. (Rooms having sloped or ceiling heights over 10' that span the entire room are to have switch-controlled receptacle).
- 10. Deeper electrical boxes for future smart switches (smart switches not included)
- 11. Smoke detector with visual signaling component installed as per Ontario Building Code.
- 12. Carbon monoxide detector on all floors where a finished bedroom is located.
- 13. Electronic door chime at front door.
- 14. Builder to provide (1) finished Cat6 data line to great room to accommodate cable, telephone and internet connections.

PAINTING

- 1. Washable low VOC latex paint on interior walls throughout finished areas. (one colour throughout, from the Vendor's standard selections).
- 2. Interior trim and doors to be painted white.
- 3. Smooth finish ceiling on main floor. Sprayed stipple ceilings with approximate 4" smooth borders on 2nd floor excluding bathrooms, and finished laundry room, where applicable.

FLOORING

- 1. Choice of ceramic floor tile in foyer, kitchen, breakfast area, powder room, bathroom(s) and finished laundry room where applicable, as per plan from the Vendor's standard selections.
- 2. 35oz broadloom in all bedrooms and non-ceramic finished areas on second floor with 4 lb chip foam under-pad from the Vendor's standard selection (excluding primary bedroom and upper hall).
- 3. SPC (stone plastic composite) flooring approx. 5.83" wide flooring in choice of colour from the Vendor's standard selections in the second floor hallway, primary bedroom and throughout non ceramic or carpet areas on ground and second floor, as per plan.
- 4. Tongue and groove, oriented strand board subflooring throughout (except basement), screwed and glued on engineered floor joist system.
- 5. Concrete basement floor with drain.

ADDITIONAL FEATURES

- 1. Approximately 9' high ceilings on ground floor, approximately 9' high ceilings on second floor, except in areas where architectural designs, mechanicals or ductwork require ceiling height to be lowered. Taller upper kitchen cabinets, transom over exterior entry swing doors. Approx. 8' high interior arches and interior doors. Vanity mirrors and taller windows will be installed and increased, where applicable. Interior faux transoms may be installed where it is not possible to increase specified doors.
- 2. Raised basement ceiling, as per plan and if grade permits, except in areas where architectural designs, mechanicals or ductwork require ceiling height to be lowered.
- 3. 2"x 6" exterior wall construction
- 4. Surveyors report provided electronically with closing documents at no additional cost.
- 5. Garage floor and driveway sloped for drainage.
- 6. Concrete garage floor where applicable with re-enforced grade beams.
- 7. Garage drywalled and primed.
- 8. Poured concrete basement walls with drainage membrane and weeping tile.
- 9. Poured concrete front porch as per plan.
- 10. 1" gas supply lines throughout.
- 11. 3 piece rough in included in basement.
- 12. Ducts professionally cleaned.

ENERGY STAR

- 1. High efficiency windows with insulated spacers. Windows installed with expandable foam at perimeter and caulked on the exterior (excluding basement windows).
- 2. Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
- 3. All ductwork to be sealed with foil tape or mastic sealant.
- 4. Ceilings insulated to a minimum of R60 below attic space.
- 5. Air Source Heat Pump for heating and cooling, vented to exterior.
- 6. EnergyStar qualified tankless water heater is included, as located in unfinished basement.
- 7. Energy Star certified smart thermostat, located on Ground Floor.
- 8. LED lighting in all standard light fixtures as per plan.
- 9. High efficiency gas furnace interlocked with energy recovery ventilation (ERV).
- 10. Independent third-party inspection and air tightness test.

Additional Provisions and Notices

Purchaser shall have the right to select floor coverings, cabinets and countertops, bathroom fixtures and purchase upgrades from the Vendor's samples subject to their timely availability from the Vendor's normal supplier and provided that the same have not already been ordered for this house. Variations from the Vendor's samples may occur in bricks, finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process. The Purchaser is notified that the laundry room may be lowered to accommodate side yard drainage, in extraordinary cases, door(s) from laundry room will be eliminated at Vendor's discretion. Steps where applicable, may vary at any exterior or interior entranceway due to grading variance. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts these changes as necessary. When the Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The floor plan shall be that plan illustrated in the Vendor's latest sales display for the model type purchased. The Purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain certain features, upgrade finishes and augmented services which may not be included in the basic model type. All electrical services included in the basic model type are illustrated on architectural plans available at the Vendor's sales office. Most additional features on display in the model homes are available as extras. Front elevations are modified where alternate floor plans selected. The Purchaser is hereby notified due to siting, grading, and paving conditions, roof lines may vary due to structural roof framing conditions and may not be exactly as shown. Due to conditions, risers may be necessary at the front entry. Purchaser is notified that all lots have Architectural Control applied to them and that exterior architectural features may be added or altered at the Vendor's discretion to comply with Architectural Control Guidelines. Mattamy reserves the right to use visual representations of your home, taken both during construction and after occupancy, for the purposes of Public Relations and Advertising, and I/we hereby consent to the same. Specifications and Terms subject to change, E. & O.E., May 26, 2025



Schedule A (Home Features)
Seaton Whitevale Phase 6 - Pickering – Single Car Detach

The Vendor shall make commercially reasonable efforts to include the following Home Features but at all times subject to the provisions set out in the Agreement of Purchase and Sale to which this schedule is attached (including, without limitation, Section 9 of Schedule “1” therein) and the provisions set out in this Schedule A.

EXTERIOR

1. MATTAMY builds new communities inspired by the sense of neighbourhood. House sitings and exterior colours will be architecturally coordinated in accordance with applicable zoning and architectural control guidelines.
2. Elevations include clay brick and maintenance free vinyl siding, veneer stone, fibre cement rainscreen and EIFS stucco system with Architectural features in other materials, as per elevation.
3. Entry-resistant framing on all perimeter doors (excluding patio doors).
4. Aluminum maintenance-free soffit, downspouts, fascia and eaves-trough.
5. Architectural styled laminate fibreglass shingles with a 30-year manufacturer's limited lifetime warranty.
6. Steel clad insulated entry and exterior door(s) with weather-stripping and deadbolt lock (excluding patio doors and door from garage to exterior if applicable).
7. All vinyl casement windows or simulated single-hung casement windows, or fixed windows throughout, excluding basement. Basement windows to be all-vinyl sliders. All windows as per the Vendor's specifications and caulked on exterior.
8. Sliding patio door or garden door(s), as per plan. High efficiency windows, excluding basement windows and entry door glazing.
9. Glazed panel in front entry door or side light(s) as per elevation.
10. All opening windows and sliding patio doors are complete with screens.
11. Steel insulated door from house to garage, if grade permits, with safety door closer and keyless entry hardware, as per plan.
12. Moulded steel panel insulated sectional roll-up garage doors equipped with heavy duty springs and long-life, rust-resistant door hardware, as per elevation.
13. Entire lot sodded except paved areas (common side yard 6' or less may be finished with granular material).
14. Pre-cast concrete slab walkway to front door entry, pre-cast step(s) at front and/or rear door as required in the discretion of the Vendor.
15. Two exterior water taps, one in front (or garage), and one at rear of home.
16. Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one at rear of home. Brushed nickel front door lockset, individual house number, front coach lights at all exterior home entrances, as per elevation.
17. Two-coat asphalt driveway, as per plan.

KITCHEN

1. Purchaser's choice of cabinets and quartz countertops from the Vendor's standard selections.
2. Colour co-ordinated kick plates to complement kitchen cabinets.
3. Stainless steel undermount double compartment kitchen sink complete with shut off valves. Includes single lever pullout faucet, from the Vendor's standard selections.
4. Stainless Steel exhaust fan with 6" duct vented to exterior.
5. Heavy duty receptacle for future stove and dedicated electrical receptacle for future refrigerator.
6. Split receptacle(s) at counter level for future small appliances.
7. Dishwasher space provided in kitchen cabinets with rough-in wiring and drains. Wire will not be connected to electrical panel and no cabinet supplied.

BATHS

1. Purchaser's choice of cabinets and quartz countertops from the Vendor's standard selections in primary bathroom.
2. Purchaser's choice of cabinets and laminate countertops from the Vendor's standard selections in all bathrooms (excluding primary bathroom and powder room).
3. Colour co-ordinated kick-plate to complement vanity cabinets.
4. Water resistant board to approximately 60" high on separate shower stall walls.
5. Energy efficient water saver shower head and toilet tank.
6. Fully tiled shower enclosures with 2"x2" white mosaic tile base, 8"x10" ceramic tiled walls (where required) and framed glass door in primary ensuite as per plan with aluminum channel as required, all from the Vendors' standard selection.
7. Decorative lighting in all bathrooms and powder room.
8. Beveled mirrors approx. 36" or 42" high in all bathroom(s) and powder room as per plan.
9. White bathroom fixtures from the Vendor's standard selections including efficient 4.8L elongated toilet.
10. White acrylic bathtubs in all bathrooms, as per plan.
11. Exhaust fans vented to exterior in all bathroom(s) and powder room.
12. Privacy locks on all bathroom and powder room doors.
13. Chrome finish washer-less faucet with pop-up drain and water saving aerator in all bathroom and powder room sinks.
14. Pedestal sink in powder room, as per plan.
15. 8"x10" ceramic wall tile from the Vendors' standard selections, up to the ceiling for tub/shower enclosure(s) and up to and including ceiling for separate shower stalls in bathrooms.
16. Bathroom and powder room accessories to include faucet finish matching towel bar and toilet tissue holder, from the Vendor's standard selections.
17. Pressure balance valves to all shower stalls and tub/showers as per plan.
18. Shut off valves for all bathroom and powder room sinks.

INTERIOR TRIM

1. Stairs with oak treads, oak veneer risers and stringers with choice of stained or natural finish from the Vendor's standard colour selections. Applies to stairs from ground to second floor and from ground to sunken landings as per plan. Excludes stairs to basement.
2. Colonial moulded panel interior passage doors throughout finished areas (Purchaser's choice from the Vendor's standard selections of one style throughout), excluding sliding closet doors, if applicable.
3. Colonial 3 7/8" baseboard throughout with 3/8" profiled door stop trim in all tiled areas.
4. Colonial 2 1/4" trim casing on all swing doors and flat archways up to approx. 12" deep and windows throughout all finished areas, foyer and linen closets, where applicable as per plan (excluding bedroom closets with sliding doors and arches in bedrooms and bathrooms).
5. All drywall applied with screws using a minimal number of nails.
6. Lever handles and hinges (unpainted) finished in satin nickel on all interior doors in finished areas, as per plan.
7. Wire shelving in all bedroom closets.

LAUNDRY

- 1. Laundry tub with chrome finish dual knob faucet installed with shut off valve in finished laundry room, unfinished basement or unfinished storage / utility room, as per plan.
- 2. Heavy duty electrical outlet and exterior vent for future dryer. Electrical outlet for future washer.

ELECTRICAL

- 1. Decora style switches and receptacles throughout finished areas.
- 2. 200 Amp service with circuit breaker type panel.
- 3. All wiring in accordance with [Ontario hydro] standards.
- 4. One electrical outlet under electrical panel if located in unfinished area.
- 5. Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
- 6. One electrical outlet in garage for each parking space. One ceiling outlet in garage for each garage door for future garage door opener.
- 7. Electrical box with conduit from garage to basement electrical panel for future electric vehicle charging included. This is rough in only. Wiring to electrical panel, plug and transformer not included.
- 8. Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
- 9. Ceiling mounted light fixture(s) in kitchen/breakfast area, den, halls, finished laundry room, family room / great room, dining room and all bedrooms where applicable, as per plan. (Rooms having sloped or ceiling heights over 10' that span the entire room are to have switch-controlled receptacle).
- 10. Deeper electrical boxes for future smart switches (smart switches not included)
- 11. Smoke detector with visual signaling component installed as per Ontario Building Code.
- 12. Carbon monoxide detector on all floors where a finished bedroom is located.
- 13. Electronic door chime at front door.
- 14. Builder to provide (1) finished Cat6 data line to great room to accommodate cable, telephone and internet connections.

PAINTING

- 1. Washable low VOC latex paint on interior walls throughout finished areas. (one colour throughout, from the Vendor's standard selections).
- 2. Interior trim and doors to be painted white.
- 3. Smooth finish ceiling on main floor. Sprayed stipple ceilings with approximate 4" smooth borders on 2nd floor excluding bathrooms, and finished laundry room, where applicable.

FLOORING

- 1. Choice of ceramic floor tile in foyer, kitchen, breakfast area, powder room, bathroom(s) and finished laundry room where applicable, as per plan from the Vendor's standard selections.
- 2. 35oz broadloom in all bedrooms and non-ceramic finished areas on second floor with 4 lb chip foam under-pad from the Vendor's standard selection (excluding primary bedroom and upper hall).
- 3. Engineered oak hardwood 3 1/2" wide flooring in choice of colour from the Vendor's standard selections in the second floor hallway, primary bedroom and throughout non ceramic or carpet areas on ground and second floor, as per plan.
- 4. Tongue and groove, oriented strand board subflooring throughout (except basement), screwed and glued on engineered floor joist system.
- 5. Concrete basement floor with drain.

ADDITIONAL FEATURES

- 1. Approximately 9' high ceilings on ground floor, approximately 9' high ceilings on second floor, except in areas where architectural designs, mechanicals or ductwork require ceiling height to be lowered. Taller upper kitchen cabinets, transom over exterior entry swing doors. Approx. 8' high interior arches and interior doors. Vanity mirrors and taller windows will be installed and increased, where applicable. Interior faux transoms may be installed where it is not possible to increase specified doors.
- 2. Raised basement ceiling, as per plan and if grade permits, except in areas where architectural designs, mechanicals or ductwork require ceiling height to be lowered.
- 3. 2"x 6" exterior wall construction
- 4. Surveyors report provided electronically with closing documents at no additional cost.
- 5. Garage floor and driveway sloped for drainage.
- 6. Concrete garage floor where applicable with re-enforced grade beams.
- 7. Garage drywalled and primed.
- 8. Poured concrete basement walls with drainage membrane and weeping tile.
- 9. Poured concrete front porch as per plan.
- 10. 1" gas supply lines throughout.
- 11. 3 piece rough in included in basement.
- 12. Ducts professionally cleaned.

ENERGY STAR

- 1. High efficiency windows with insulated spacers. Windows installed with expandable foam at perimeter and caulked on the exterior (excluding basement windows).
- 2. Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
- 3. All ductwork to be sealed with foil tape or mastic sealant.
- 4. Ceilings insulated to a minimum of R60 below attic space.
- 5. EnergyStar qualified tankless water heater is included, as located in unfinished basement.
- 6. Energy Star certified smart thermostat, located on Ground Floor.
- 7. LED lighting in all standard light fixtures as per plan.
- 8. High efficiency gas furnace interlocked with energy recovery ventilation (ERV).
- 9. Independent third-party inspection and air tightness test.

Additional Provisions and Notices

Purchaser shall have the right to select floor coverings, cabinets and countertops, bathroom fixtures and purchase upgrades from the Vendor's samples subject to their timely availability from the Vendor's normal supplier and provided that the same have not already been ordered for this house. Variations from the Vendor's samples may occur in bricks, finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process. The Purchaser is notified that the laundry room may be lowered to accommodate side yard drainage, in extraordinary cases, door(s) from laundry room will be eliminated at Vendor's discretion. Steps where applicable, may vary at any exterior or interior entranceway due to grading variance. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts these changes as necessary. When the Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The floor plan shall be that plan illustrated in the Vendor's latest sales display for the model type purchased. The Purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain certain features, upgrade finishes and augmented services which may not be included in the basic model type. All electrical services included in the basic model type are illustrated on architectural plans available at the Vendor's sales office. Most additional features on display in the model homes are available as extras. Front elevations are modified where alternate floor plans selected. The Purchaser is hereby notified due to siting, grading, and paving conditions, roof lines may vary due to structural roof framing conditions and may not be exactly as shown. Due to conditions, risers may be necessary at the front entry. Purchaser is notified that all lots have Architectural Control applied to them and that exterior architectural features may be added or altered at the Vendor's discretion to comply with Architectural Control Guidelines. Mattamy reserves the right to use visual representations of your home, taken both during construction and after occupancy, for the purposes of Public Relations and Advertising, and I/we hereby consent to the same. Specifications and Terms subject to change, E. & O.E., May 26, 2025.



Schedule A (Home Features)
Seaton Whitevale Phase 6 - Pickering – Double Car and Corner Detach

The Vendor shall make commercially reasonable efforts to include the following Home Features but at all times subject to the provisions set out in the Agreement of Purchase and Sale to which this schedule is attached (including, without limitation, Section 9 of Schedule “1” therein) and the provisions set out in this Schedule A.

EXTERIOR

1. MATTAMY builds new communities inspired by the sense of neighbourhood. House sitings and exterior colours will be architecturally coordinated in accordance with applicable zoning and architectural control guidelines.
2. Elevations include clay brick and maintenance free vinyl siding, veneer stone, fibre cement rainscreen and EIFS stucco system with Architectural features in other materials, as per elevation.
3. Entry-resistant framing on all perimeter doors (excluding patio doors).
4. Aluminum maintenance-free soffit, downspouts, fascia and eaves-trough.
5. Architectural styled laminate fibreglass shingles with a 30-year manufacturer's limited lifetime warranty.
6. Steel clad insulated entry and exterior door(s) with weather-stripping and deadbolt lock (excluding patio doors and door from garage to exterior if applicable).
7. All vinyl casement windows or simulated single-hung casement windows, or fixed windows throughout, excluding basement. Basement windows to be all-vinyl sliders. All windows as per the Vendor's specifications and caulked on exterior.
8. Sliding patio door or garden door(s), as per plan. High efficiency windows, excluding basement windows and entry door glazing.
9. Glazed panel in front entry door or side light(s) as per elevation.
10. All opening windows and sliding patio doors are complete with screens.
11. Steel insulated door from house to garage, if grade permits, with safety door closer and keyless entry hardware, as per plan.
12. Moulded steel panel insulated sectional roll-up garage doors equipped with heavy duty springs and long-life, rust-resistant door hardware, as per elevation.
13. Entire lot sodded except paved areas (common side yard 6' or less may be finished with granular material).
14. Pre-cast concrete slab walkway to front door entry, pre-cast step(s) at front and/or rear door as required in the discretion of the Vendor.
15. Two exterior water taps, one in front (or garage), and one at rear of home.
16. Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one at rear of home. Brushed nickel front door lockset, individual house number, front coach lights at all exterior home entrances, as per elevation.
17. Two-coat asphalt driveway, as per plan.

KITCHEN

1. Purchaser's choice of cabinets and quartz countertops from the Vendor's standard selections.
2. Colour co-ordinated kick plates to complement kitchen cabinets.
3. Stainless steel undermount double compartment kitchen sink complete with shut off valves. Includes single lever pullout faucet, from the Vendor's standard selections.
4. Stainless Steel exhaust fan with 6" duct vented to exterior.
5. Heavy duty receptacle for future stove and dedicated electrical receptacle for future refrigerator.
6. Split receptacle(s) at counter level for future small appliances.
7. Dishwasher space provided in kitchen cabinets with rough-in wiring and drains. Wire will not be connected to electrical panel and no cabinet supplied.

BATHS

1. Purchaser's choice of cabinets and quartz countertops from the Vendor's standard selections in primary bathroom.
2. Purchaser's choice of cabinets and laminate countertops from the Vendor's standard selections in all bathrooms (excluding primary bathroom and powder room).
3. Colour co-ordinated kick-plate to complement vanity cabinets.
4. Water resistant board to approximately 60" high on separate shower stall walls.
5. Energy efficient water saver shower head and toilet tank.
6. Fully tiled shower enclosures with 2"x2" white mosaic tile base, 8"x10" ceramic tiled walls (where required) and framed glass door in primary ensuite as per plan with aluminum channel as required, all from the Vendors' standard selection.
7. Decorative lighting in all bathrooms and powder room.
8. Beveled mirrors approx. 36" or 42" high in all bathroom(s) and powder room as per plan.
9. White bathroom fixtures from the Vendor's standard selections including efficient 4.8L elongated toilet.
10. White acrylic bathtubs in all bathrooms, as per plan.
11. Exhaust fans vented to exterior in all bathroom(s) and powder room.
12. Privacy locks on all bathroom and powder room doors.
13. Chrome finish washer-less faucet with pop-up drain and water saving aerator in all bathroom and powder room sinks.
14. Pedestal sink in powder room, as per plan.
15. 8"x10" ceramic wall tile from the Vendors' standard selections, up to the ceiling for tub/shower enclosure(s) and up to and including ceiling for separate shower stalls in bathrooms.
16. Bathroom and powder room accessories to include faucet finish matching towel bar and toilet tissue holder, from the Vendor's standard selections.
17. Pressure balance valves to all shower stalls and tub/showers as per plan.
18. Shut off valves for all bathroom and powder room sinks.

INTERIOR TRIM

1. Stairs with oak treads, oak veneer risers and stringers with choice of stained or natural finish from the Vendor's standard colour selections. Applies to stairs from ground to second floor and from ground to sunken landings as per plan. Excludes stairs to basement.
2. Colonial moulded panel interior passage doors throughout finished areas (Purchaser's choice from the Vendor's standard selections of one style throughout), excluding sliding closet doors, if applicable.
3. Colonial 3 7/8" baseboard throughout with 3/8" profiled door stop trim in all tiled areas.
4. Colonial 2 1/4" trim casing on all swing doors and flat archways up to approx. 12" deep and windows throughout all finished areas, foyer and linen closets, where applicable as per plan (excluding bedroom closets with sliding doors and arches in bedrooms and bathrooms).
5. Raised linear electric fireplace as per plan.
6. All drywall applied with screws using a minimal number of nails.
7. Lever handles and hinges (unpainted) finished in satin nickel on all interior doors in finished areas, as per plan.
8. Wire shelving in all bedroom closets.

LAUNDRY

- 1. Laundry tub with chrome finish dual knob faucet installed with shut off valve in finished laundry room, unfinished basement or unfinished storage / utility room, as per plan.
- 2. Heavy duty electrical outlet and exterior vent for future dryer. Electrical outlet for future washer.

ELECTRICAL

- 1. Decora style switches and receptacles throughout finished areas.
- 2. 200 Amp service with circuit breaker type panel.
- 3. All wiring in accordance with [Ontario hydro] standards.
- 4. One electrical outlet under electrical panel if located in unfinished area.
- 5. Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
- 6. One electrical outlet in garage for each parking space. One ceiling outlet in garage for each garage door for future garage door opener.
- 7. Electrical box with conduit from garage to basement electrical panel for future electric vehicle charging included. This is rough in only. Wiring to electrical panel, plug and transformer not included.
- 8. Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
- 9. Ceiling mounted light fixture(s) in kitchen/breakfast area, den, halls, finished laundry room, family room / great room, dining room and all bedrooms where applicable, as per plan. (Rooms having sloped or ceiling heights over 10' that span the entire room are to have switch-controlled receptacle).
- 10. Deeper electrical boxes for future smart switches (smart switches not included)
- 11. Smoke detector with visual signaling component installed as per Ontario Building Code.
- 12. Carbon monoxide detector on all floors where a finished bedroom is located.
- 13. Electronic door chime at front door.
- 14. Builder to provide (1) finished Cat6 data line to great room to accommodate cable, telephone and internet connections.

PAINTING

- 1. Washable low VOC latex paint on interior walls throughout finished areas. (one colour throughout, from the Vendor's standard selections).
- 2. Interior trim and doors to be painted white.
- 3. Smooth finish ceiling on main floor. Sprayed stipple ceilings with approximate 4" smooth borders on 2nd floor excluding bathrooms, and finished laundry room, where applicable.

FLOORING

- 1. Choice of ceramic floor tile in foyer, kitchen, breakfast area, powder room, bathroom(s) and finished laundry room where applicable, as per plan from the Vendor's standard selections.
- 2. 35oz broadloom in all bedrooms and non-ceramic finished areas on second floor with 4 lb chip foam under-pad from the Vendor's standard selection (excluding primary bedroom and upper hall).
- 3. Engineered oak hardwood 3 1/2" wide flooring in choice of colour from the Vendor's standard selections in the second floor hallway, primary bedroom and throughout non ceramic or carpet areas on ground and second floor, as per plan.
- 4. Tongue and groove, oriented strand board subflooring throughout (except basement), screwed and glued on engineered floor joist system.
- 5. Concrete basement floor with drain.

ADDITIONAL FEATURES

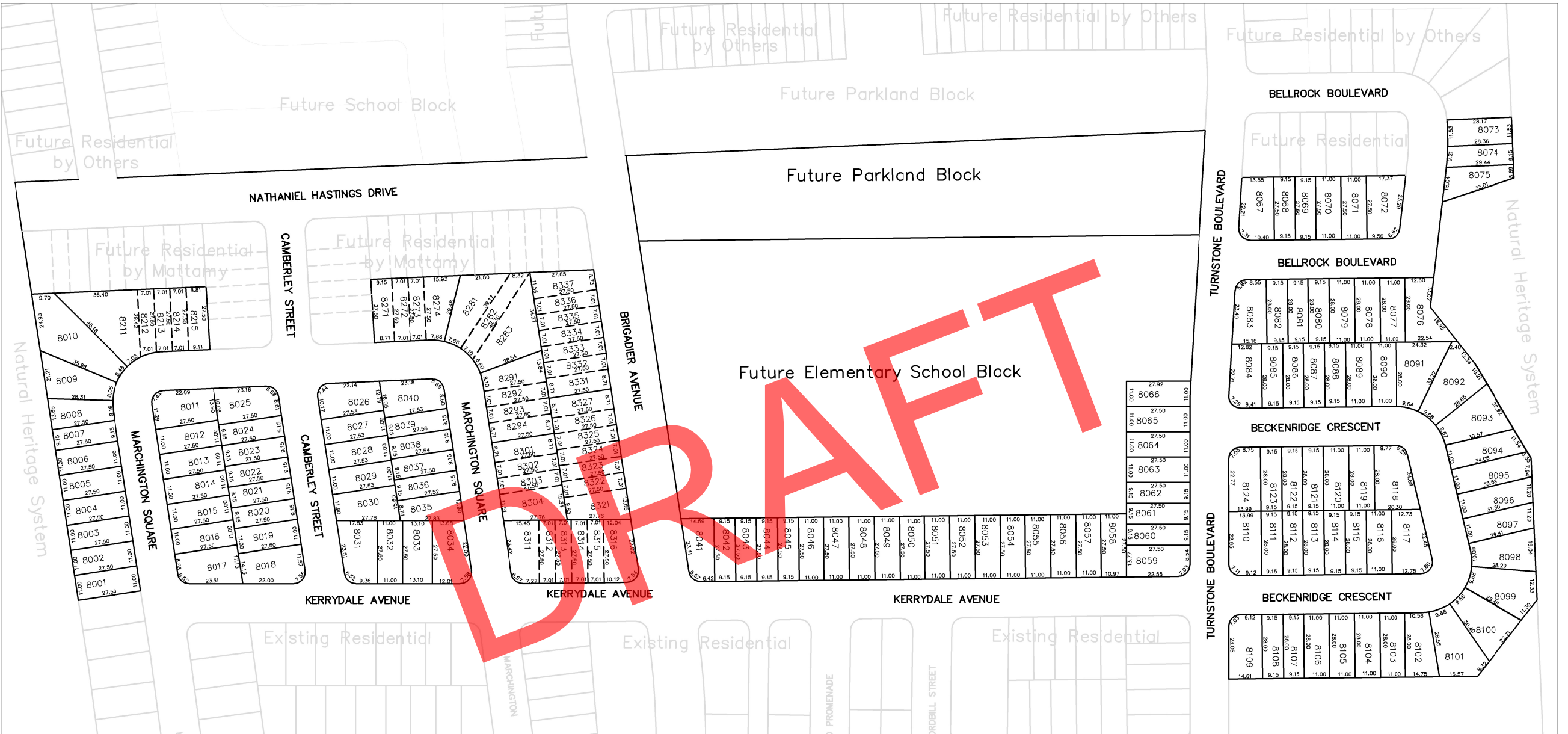
- 1. Approximately 9' high ceilings on ground floor, approximately 9' high ceilings on second floor, except in areas where architectural designs, mechanicals or ductwork require ceiling height to be lowered. Taller upper kitchen cabinets, transom over exterior entry swing doors. Approx. 8' high interior arches and interior doors. Vanity mirrors and taller windows will be installed and increased, where applicable. Interior faux transoms may be installed where it is not possible to increase specified doors.
- 2. Raised basement ceiling, as per plan and if grade permits, except in areas where architectural designs, mechanicals or ductwork require ceiling height to be lowered.
- 3. 2"x 6" exterior wall construction
- 4. Surveyors report provided electronically with closing documents at no additional cost.
- 5. Garage floor and driveway sloped for drainage.
- 6. Concrete garage floor where applicable with re-enforced grade beams.
- 7. Garage drywalled and primed.
- 8. Poured concrete basement walls with drainage membrane and weeping tile.
- 9. Poured concrete front porch as per plan.
- 10. 1" gas supply lines throughout.
- 11. 3 piece rough in included in basement.
- 12. Ducts professionally cleaned.

ENERGY STAR

- 1. High efficiency windows with insulated spacers. Windows installed with expandable foam at perimeter and caulked on the exterior (excluding basement windows).
- 2. Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
- 3. All ductwork to be sealed with foil tape or mastic sealant.
- 4. Ceilings insulated to a minimum of R60 below attic space.
- 5. EnergyStar qualified tankless water heater is included, as located in unfinished basement.
- 6. Energy Star certified smart thermostat, located on Ground Floor.
- 7. LED lighting in all standard light fixtures as per plan.
- 8. High efficiency gas furnace interlocked with energy recovery ventilation (ERV).
- 9. Independent third-party inspection and air tightness test.

Additional Provisions and Notices

Purchaser shall have the right to select floor coverings, cabinets and countertops, bathroom fixtures and purchase upgrades from the Vendor's samples subject to their timely availability from the Vendor's normal supplier and provided that the same have not already been ordered for this house. Variations from the Vendor's samples may occur in bricks, finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process. The Purchaser is notified that the laundry room may be lowered to accommodate side yard drainage, in extraordinary cases, door(s) from laundry room will be eliminated at Vendor's discretion. Steps where applicable, may vary at any exterior or interior entranceway due to grading variance. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts these changes as necessary. When the Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The floor plan shall be that plan illustrated in the Vendor's latest sales display for the model type purchased. The Purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain certain features, upgrade finishes and augmented services which may not be included in the basic model type. All electrical services included in the basic model type are illustrated on architectural plans available at the Vendor's sales office. Most additional features on display in the model homes are available as extras. Front elevations are modified where alternate floor plans selected. The Purchaser is hereby notified due to siting, grading, and paving conditions, roof lines may vary due to structural roof framing conditions and may not be exactly as shown. Due to conditions, risers may be necessary at the front entry. Purchaser is notified that all lots have Architectural Control applied to them and that exterior architectural features may be added or altered at the Vendor's discretion to comply with Architectural Control Guidelines. Mattamy reserves the right to use visual representations of your home, taken both during construction and after occupancy, for the purposes of Public Relations and Advertising, and I/we hereby consent to the same. Specifications and Terms subject to change, E. & O.E., May 26, 2025.



The Schedule is solely intended to indicate the approximate location of the property/lot subject to the Agreement to which this Schedule is attached and not to accurately represent property dimensions or scale, notwithstanding any numeric figures that may be included on the drawing. For actual lot dimensions, and possible variances thereto, reference should be made to the provisions of the Agreement and to the property survey to be provided on or before closing. In addition, any depiction on this Schedule of surrounding properties or other existing or proposed features (including but not limited to other residential properties, commercial or industrial properties, roads, railway tracks, rail/busways and stations, lanes, walkways, storm ponds, schools, places of worship, cemeteries parks, trails, open space, woodlands, vehicular parking areas, public squares, and/or servicing infrastructure) is only provided to assist in orientation and does not indicate or represent that any particular feature or property shown will be located, sized, installed or constructed as depicted herein or at all. In addition, the lack of inclusion of any particular feature or property within this Schedule is not intended to indicate or represent that such excluded feature or property cannot or will not be part of the final municipally approved development plans. Purchasers are advised to inquire with the municipality for the latest information as to development plans in the vicinity of the property.”

E. & O.E. June 5th, 2025



Metric Plan
SEATON - Whitevale
Phase 6

June 5th, 2025
INITIALS

NOT TO SCALE



MATTAMY HOMES
Whitevale Phase 6
SCHEDULE "C"

1. Purchasers of all lots are advised and acknowledge, covenant and agree that:

- a) The term "developer" refers to the third party who is developing the subject lands, and the term "vendor" refers to Mattamy Homes. The timing of landscaping and top works is the sole responsibility of the developer, not the vendor.
- b) At the time of execution of this Agreement, the subdivision or development agreement(s) for the property has not been finalized. In the event that such agreement(s) contain requirements that certain provisions or notices be provided to purchasers in agreements of purchase and sale or otherwise, the Vendor agrees to provide such provisions or notices to the Purchaser as soon as reasonably possible. Upon receipt of such notice or provisions, the Purchaser agrees to attend and execute such amendments to this Agreement as may be required incorporating such notices or provisions as part of this Agreement.
- c) Purchasers are advised that the final mix of housing, elevations, lot width and housing types will only be confirmed upon registration of the subdivision plan, therefore, the purchaser should check with the builder to determine the final houses for construction in the immediate vicinity of the home that is being purchased.
- d) The subdivision will be constructed in a planned sequence. Some areas will be occupied while other areas are under construction. As such, temporary inconveniences due to ongoing construction activities such as noise, dust, dirt, debris, and construction vehicle traffic may occur throughout the duration of the development of this community. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on adjacent buildings.
- e) Purchasers are advised that this community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder for the particular situation for the model and lot you intend to purchase.
- f) Purchasers are advised that each lot and block within the plan is subject to municipal property tax assessment and the owner of such lot or block shall, upon completion of assessment by the City of Pickering, receive a notice for payment of municipal property tax back to the time of registration of the lot or block.
- g) Purchasers are advised that the Street and Lane names labelled on the attached schedules have been approved by the City of Pickering, but may be revised or renamed to the satisfaction of the City.
- h) Purchasers are advised that the Declarant's marketing material and site drawings and renderings ("Marketing Material") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Declarant's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor's obligations hereunder.
- i) Purchasers are advised that the dwellings are to be Energy Star Certified based upon the applicable legislation as of the date of draft approval. Any alteration to the dwelling may compromise the status of the Net Zero Ready.
- j) Purchasers are advised that sump pumps may be installed in each home and are installed in the most efficient location in accordance with engineering practice and cannot be relocated.
- k) Purchasers are advised that prior to the placement of any structures in the side or rear yards, the Zoning by-law must be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work.
- l) Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants.
- m) Door-to-door mail delivery will not be provided in this subdivision. Purchasers are further advised that Canada Post may designate a community mailbox location abutting or near their

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properties. The community mailboxes will typically be located within the boulevard area of the road allowance, located between the sidewalk and the property line.

- n) Prior to the construction and acceptance of the community mailbox locations, temporary mailbox locations will be utilized within the community. The location of the temporary mailboxes may not be the same location as the permanent community mailboxes.
- o) At the time of execution of this agreement, the final grading plan for the property has not been finalized. The developer reserves the right to revise the location of any storm drainage works, including catch basins, and rear lot catch basins, providing the final location is approved by the City of Pickering.
- p) Purchasers are advised that a consulting professional engineer is required to certify that the final grading of the lot, and the building construction thereon conform with the final grading plan, and that this certification cannot be provided until the lot has been graded and sodded, which may not occur for up to 12 months after the building occupancy inspection is provided by the Planning and Development Department.
- q) Purchasers are advised they shall not alter or interfere with the lot grading and drainage levels and patterns as approved by the City of Pickering, nor shall the purchaser alter, fill, fence, stop up or allow to become clogged or fall into a state of disrepair, any front, rear or side yard drainage depression or swale, catch basin, infiltration gallery or other drainage channel, facility or installation, as such alteration or other action as stated above may cause a failure of the drainage system in the area. Purchasers are advised that any unauthorized alteration of the established grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots and will be liable for any resulting damages and costs.
- r) As some roof leaders from the dwelling units situated within the lands may not be connected to the storm sewers, the purchaser understands and agrees that there is an obligation and responsibility on the part of the purchaser to maintain the City of Pickering's requirements with respect to final grading of the lands in accordance with the City's lot grading policy and the grading plans approved by the City of Pickering for the lands herein. Purchasers also agree that rainwater roof leaders shall not be altered.
- s) For the purpose of properly draining the lands, the developer may be required to install a catch basin and/or associated leads in the rear and/or side yards of the lot and provide an easement in favour of the City. Such easements will be in favour of the City and will include the City of Pickering standard easement terms applicable to the catch basin and/or associated lead. It is the responsibility of the Purchaser/Owner to maintain the said storm drainage works, including catch basins and leads, in an operational state of repair and free of all obstructions and to provide access to the subject lands to the developer or the City of Pickering as required in accordance with the easement required by the City of Pickering. The easement provides the City of Pickering with rights to access to maintain/repair the catch basin if necessary. Fences and/or sheds are not to be installed over the Rear Lot Catch Basin lid as it prevents maintenance. If a rear lot catch basin or rear lot catch basin lead and/or lid becomes damaged or needs to be removed due to fence and/or shed construction by a purchaser, the cost of repairs to the catch basin, or rear lot catch basin lead shall be the responsibility of the purchaser.
- t) The vendor shall reserve the right, notwithstanding the completion of the sale of the Lot and/or Unit, to enter upon the said Lands for a period of two (2) years after the completion of the sale or until the assumption of the services, whichever is later, in order to carry out any lot grading work which, in the opinion of the City of Pickering, may be required.
- u) Purchasers are advised that this plan is designed to include rear lot catchbasins. A rear lot catchbasin is designed to receive and carry only clean stormwater. It is the homeowner's responsibility to maintain the rear lot catchbasin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catchbasin.
- v) Purchasers and/or tenants are advised that if a rear lot catch basin or rear lot catch basin lead become damaged due to fence construction by a purchaser and/or tenant, the cost of repairs to the catch basin or rear lot catch basin lead shall be the responsibility of the purchaser and/or tenant.
- w) No private connection shall be made to any service or utility without written permission of the City and work provided for under this Agreement which requires approvals from any other level of Government, Ministry or Commission shall not be commenced until such approvals have been obtained in writing.
- x) Purchasers are advised that varying scales of telecommunication or hydro utility equipment may be located adjacent to the proposed development and may be visible from their dwelling.
- y) Purchasers are advised that there may be above ground utilities, service boxes, hydrants,

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mailboxes, streetlights, hydro transformers, telecommunications, cable pedestals or other municipal services constructed adjacent to or upon boulevards in the vicinity of your dwelling.

- z) Purchasers are advised that the power and other utility distribution system design for the subdivision has not been finally approved and, as a result, the final location of transformers and other utility boxes throughout the subdivision cannot be finalized at this time. The developer reserves the right to revise the location of any transformers or utility boxes as approved by the local utilities and the City of Pickering. The developer may be required to provide side/rear yard easements in favour of Elexicon Energy. The easement provides Elexicon Energy with rights to access to maintain/repair utilities and read meters as necessary. Fences and/or sheds or any other landscaping is not to be installed within the required easements. Any costs associated with the removal, damage or repair needs due to the installation of a fence/shed/landscaping shall be the responsibility of the purchaser
- aa) Purchasers are advised that grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, rear yard catch basins, fencing, or other services. Certain services are not assumed by the City of Pickering. Such services are more particularly described under the terms of the Subdivision Agreement. For more detailed information please contact the City of Pickering
- bb) Purchasers should be advised of the following conditions regarding their property line.
- I. Private landscaping is not permitted to encroach within the City's road allowance, the Natural Heritage System (Valley Lands), open spaces, parks, walkways, and easements. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption, at the purchasers expense;
 - II. Obstructions and encroachments shall include, but not be limited to the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, and concrete driveway curbs;
 - III. Homeowners should be aware that their property ownership does not extend to the sidewalk in front of their home. The property line is typically 0.15 metres to 0.50 metres away from the sidewalk;
 - IV. Purchasers are expected to maintain but not alter the municipal boulevard (the space between the sidewalk and the curb directly in front of each said lot, or the space between the curb and the property line).
- cc) Purchasers are advised that they shall not construct, widen, remove or alter any curb cut within the road allowance of a City road, or cause any such work to be done except with approval of the City of Pickering.
- dd) Underground utilities are located within the boulevard such as telephone, hydro, gas, and cable. While the purchasers are to maintain the boulevard area there shall be no construction of fences, landscaping such as planting, retaining walls, decorative walls, pillars and electrical fixtures of any kind permitted within this area.
- ee) Purchasers are advised that the Developer will be planting trees in the City boulevards in accordance with City of Pickering standards. A tree may be planted on the boulevard in front or on the side of a particular residential dwelling. The location, size, and species of tree to be planted are at the discretion of the City of Pickering and cannot be altered. Spacing will be contingent upon tree species, tree habitat availability, and street furniture structures. This means not every lot will receive a tree. Purchasers are advised that the ability to accommodate the planting of a street tree within the public road allowance will also be influenced by housing form, development setbacks, utilities, driveway width and location
- ff) Any fee paid by the purchaser to the developer for the planting of trees on City boulevards in front of residential units does not obligate the City of Pickering nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling. Any boulevard tree planting fees paid are for the community development and are not lot specific. Further, purchasers acknowledge and agree that tree location requests will not be considered and refunds will not be issued to lots that do not receive a boulevard tree. The location, size and species of tree to be planted is at the discretion of the City of Pickering and cannot be altered.
- gg) Purchasers are advised that all Lots will have no fewer than two (2) on-site parking spaces available, with one (1) of the two (2) spaces being located within the garage.
- hh) Driveway entrance widening or modifications will not be permitted. Property Owners must take note of the parking available on their own private lot and purchase homes with knowledge that additional space for additional vehicles may be limited or unavailable.
- ii) Purchasers are advised that overnight on-street parking on one side of the street may be available on the street in front of their home between April 1st and November 30th yearly, as per the City of Pickering Traffic & Parking By-Law 6604/05. The Owner is advised to review the approved plan to determine which side of the street will accommodate on-street parking.

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Vehicles may be parked overnight on the street when a valid parking permit has been served for that vehicle. A permit does not entitle any homeowner to a particular space, nor does it entitle the vehicle to a space on the street, should all spaces be occupied by permit or otherwise.

- jj) Purchasers are advised the Developer shall sod the front, side and rear yards of each of the residential lots and blocks in the project except for paved, planted or treed areas within the six months immediately following the occupancy of the dwelling unit except, where the occupancy of the dwelling unit occurs in November or December of any year, the time limit for sodding may be extended to June 30 in the following year.
- kk) Purchasers are advised that driveways shall not be paved until the dwelling has been occupied for a minimum of one winter season. For closing occurring during any calendar year, the driveway shall be paved between May 1 and October 15 of the following year.
- ll) Sidewalk locations have not been finalized and may change at the discretion of the City. Sidewalks may be installed on one side, both sides, or neither side of Right of Ways. Purchasers will not object to the construction of the sidewalk.
- mm) Public parklands and trails may not be fully developed at the time of occupancy. The timing of parkland and trails development and the programming of parkland are at the discretion of the City.
- nn) Purchasers are advised that the City of Pickering requires the Developer to cover costs associated with the rejuvenation of the Natural Heritage System (Valley Lands), owned by the Province of Ontario, immediately abutting the subdivision as per approved plans by the City of Pickering. The purchaser agrees that they will not undertake any activity that could interfere with this activity.
- oo) Purchasers are advised that dumping of yard waste, other household materials, and garbage within the Natural Heritage System, public park blocks, open spaces, walkways, and stormwater management areas is strictly prohibited.
- pp) Purchasers and/or tenants of lots or units adjacent to or near the Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a naturalized setting. Be advised that, in these areas, the City of Pickering will not carry out routine maintenance such as grass and weed cutting in these areas.
- qq) Prospective purchasers of lots abutting a Park are advised that these open spaces will be used for several active and passive public recreation and leisure uses, including, but not limited to walkways, bike paths, playgrounds, trails, sports fields (lit or unlit), splash pad, and/or visitor parking. The park may be used on evenings and on weekends. At this time the design and construction of park blocks are not yet finalized.
- rr) Purchasers and/or tenants are advised that, during peak periods, park visitors may park on the street in front of their home. Street parking along municipal roads can be made available for the public and is not reserved for use by the property owner. Additional pedestrian traffic may also be present during peak periods.
- ss) Purchasers are advised that the lands to the east and west of the development are designated Natural Heritage System areas. These areas will be conserved and naturalized, with portions being used for a public trail system. These lands are to remain as much, as possible, in their natural state and may receive minimal maintenance. The City of Pickering, and the developer will not be responsible for any inconvenience or nuisance which may present itself as a result of this environmental protection area and associated trail system. Please note that uses such as private picnics, barbeque or garden areas; and/or the dumping of refuse (e.g. grass/garden clippings household compostable goods, garbage etc.) are not permitted on these lands. In addition, access to the valley corridor such as private rear yard gates and/or ladders are prohibited.
- tt) Purchasers are advised that after assumption of the subdivision, the City at its sole discretion may repair, replace, and/or remove any landscape design element on City property including, but not limited to, decorative perimeter fencing, trail features, stormwater management pond structures, irrigation, traffic island planting/signage and decorative paving.
- uu) Site drainage will be directed and treated within an engineered storm water management (SWM) facility, which will be developed as a storm water management pond. Minimal maintenance such as a periodic removal of paper, debris and a clean out of sediments will occur in accordance with City standards.
- vv) Stormwater Management Facilities and the Natural Heritage System are intended to be naturalized / kept in a natural state. As such, the publicly owned natural heritage system may not receive routine maintenance such as grass and weed cutting.

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- ww) Purchasers are advised that the storm water management pond will contain a permanent pool of water. The pond is subject to fluctuating water levels due to rain events and is not to be used for recreational purposes or dumping.
- xx) The City, or their delegate, reserve the right to install a public trail connection within the SWM Pond Block, the Parkland Areas, and the Natural Heritage System. Purchasers and/or tenants are advised that dumping of yard waste or other household materials in these areas is prohibited.
- yy) Students from this development may have to attend existing schools. Although school sites has been reserved within a neighbouring plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Ministry of Education authorizes funding and the construction of the required school.
- zz) For purposes of school transportation, residents are advised school buses will not enter cul-de-sacs and pick-up points will generally be located on through streets. Additional pick-up points will not be located within the subdivision until major construction activity has been completed.
- aaa) Purchasers are advised the Region of Durham may include a transit loop within internal streets of the community in the future. Buses with varying frequencies of service may be expected to operate throughout the neighbourhood. Residents are expected to accept bus operations, with their associated impacts as a reality along the roadways of this community. Transit infrastructure including bus stops and shelters may be located on municipal streets as either temporary and/or permanent features.
- bbb) Purchasers are advised that lands in north Pickering (North of Highway 407, West of Brock Road), have been designated for a Federal Airport. The impact of the Federal Airport development may include but are not limited to increased noise, vibrations, vehicular traffic, and lighting. The timing and development of the Federal Airport undetermined at this time. The direction and location of flight paths are undetermined at this time.
- ccc) Purchasers are advised that Whitevale Road, immediately east of the Hamlet of Whitevale will be closed to all vehicular traffic indefinitely. The timing of the closure of Whitevale Road is undetermined at this time.
- ddd) Purchasers are advised that Alexander Knox Road will be widened to a 36m right-of-way with boulevards on either side of the roadway. As such, temporary inconveniences due to roadway proximity such as road and pedestrian traffic and noise may affect adjacent areas. The City of Pickering, the Region of Durham and the developer have provided mitigation measures to reduce the impact and will not be responsible for any inconvenience or nuisance which may present itself as a result of the proximity to the arterial right-of-way. The design and construction timing are at the discretion of the City of Pickering and the Region of Durham.
- eee) Purchasers are advised that there will be a temporary emergency access route at the corner of Alexander Knox Road and Chimney Swift Crescent. This emergency access route will be a seven metre wide access with a locked gate. Public vehicular access is strictly prohibited. This emergency access will be in place until adjacent lands have been developed and secondary access routes have been connected to adjacent communities. The timing and removal of this access is at the discretion of the City of Pickering and Region of Durham.
- fff) Purchasers are advised that the lands to the north and west of the development are to be developed as a future residential and, school and park developments. As such, temporary inconveniences due to ongoing construction activities such as noise, dust, dirt, debris, and construction vehicle traffic may occur throughout the duration of the development of this community. Timing for this development are at the discretion of the City of Pickering.
- ggg) Purchasers are advised that 1.8m tall metal wire privacy fencing will be installed around stormwater management ponds to prevent access to the pond areas. City of Pickering Maintenance crews are the only ones not prohibited to enter the lands enclosed by this fencing.
- hhh) Purchasers are advised that to the within and north of the development, adjacent to Turnstone Boulevard and Brigadier Avenue, there will be a City Park. This Park may contain various public amenities such as playgrounds, sports fields and open space areas. The timing for the construction of this park is at the discretion of the City of Pickering.

2. The purchaser(s) and/or tenant(s) of lots 8001-8010, 8041-8058, 8061-8066, 8073-8076, and 8092-8099 are advised and acknowledge, covenant and agree that:

The developer will install a 1.5 m black chain link fence, as a requirement of the subdivision agreement, along the lot lines of all residential lots abutting municipal storm water management blocks, Natural Heritage Systems (valley lands), walkways, open space, and park blocks. As per City policy, chain link fencing shall be constructed 0.15m inside the property line. Fence gates or other means of access will not be permitted to access and/or

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encroach into municipal storm water management blocks, the Natural Heritage System, walkways, open space, and park blocks from residential properties. Dumping of yard waste or other household materials is prohibited within the municipal storm water management blocks, the Natural Heritage System walkways, open space, and park blocks. Purchasers are advised and hereby put on notice to reference the attached Schedule V.

3. The purchaser(s) and/or tenant(s) of lots 8099-8109 are advised and acknowledge, covenant and agree that:

The developer will install a 1.8 m security fence, as a requirement of the subdivision agreement, along the lot lines of all residential lots abutting municipal storm water management blocks, Natural Heritage Systems (valley lands), walkways, open space, and park blocks. As per City policy, this transitional chain link fencing shall be constructed on the property line and connect with the 1.5m black chainlink fencing adjacent to it. Fence gates or other means of access will not be permitted to access and/or encroach into municipal storm water management blocks, walkways, open space, and park blocks from residential properties. Dumping of yard waste or other household materials is prohibited within the municipal storm water management blocks, open space, and park blocks. Purchasers are advised and hereby put on notice to reference the attached Schedule V.

4. The purchaser(s) and/or tenant(s) of lots 8001-8010, 8073-8076 and 8092-8099 are advised and acknowledge, covenant and agree that:

The public Natural Heritage System and Open space blocks adjacent to their lots are intended for the purpose of conservation and naturalization, and portions may be used for a public trail system. The lands are to remain as much as possible in their natural state. The Province of Ontario, The City of Pickering, and the Developer will not be responsible for any inconvenience or nuisance which may present itself as a result of this environmental protection area and associated trail system. Purchasers are further advised that encroachments of any kind will not be permitted, and that fence gates or other means of access will not be permitted to access environmental protection areas or open space blocks from residential properties.

5. The purchaser(s) and/or tenant(s) of lots 8001-8010, 8073-8076 and 8092-8099 are advised and acknowledge, covenant and agree that:

The public Natural Heritage System (Valley Lands) and Open space blocks adjacent to or near to their lots contain an engineered grass swale. The swales are intended for the purpose of stormwater management. These areas are to remain as much as possible in their natural state. The City of Pickering, and the Developer will not be responsible for any inconvenience or nuisance which may present itself as a result of these infiltration galleries. Purchasers are further advised that encroachments or any alteration of any kind will not be permitted.

6. The purchaser(s) and/or tenant(s) of all Lots are advised and acknowledged, covenant and agree that:

Purchasers are advised that sound levels due to increasing road traffic, future aircraft traffic and the proposed elementary school may occasionally interfere with some activities of the dwelling occupants and the outdoor sound level may exceed the Municipality and the Ministry of the Environment's noise criteria.

7. The purchaser(s) and/or tenant(s) of all Lots are advised and acknowledged, covenant and agree that:

This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning/ventilation system. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MECP and thus minimize the noise impacts both on and in the immediate vicinity of the subject property).

8. The purchaser(s) and/or tenant(s) of lots 8215, 8271, 8274, 8281, 8283, 8291, 8294 and 8301 are advised and acknowledge, covenant and agree that:

For the purpose of properly draining the lands, the developer may be required to install a catch basin and/or associated leads in the rear and/or side yards of the lot and provide an easement in favour of the City. Such easements will be in favour of the City and will include the City of Pickering standard easement terms applicable to the catch basin and/or associated lead. It is the responsibility of the Purchaser/Owner to maintain the said storm drainage works, including catch basins and leads, in an operational state of repair and free of all obstructions and to provide access to the subject lands to the developer or the City of Pickering as required in accordance with the easement required by the City of Pickering. The easement provides the City of Pickering with rights to access to maintain/repair the catch

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basin if necessary. Fences and/or sheds are not to be installed over the Rear Lot Catch Basin lid as it prevents maintenance. If a rear lot catch basin or rear lot catch basin lead and/or lid becomes damaged or needs to be removed due to fence and/or shed construction by a purchaser, the cost of repairs to the catch basin, or rear lot catch basin lead shall be the responsibility of the purchaser.

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Initials

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Seaton Whitevale Phase 6

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.



Seaton Whitevale Phase 6
2-STOREY TOWNHOMES
Schedule ' E '

The Purchaser(s) shall be entitled to select up to \$5,000 in Upgrades as extras (from Mattamy's Design Studio*) in accordance with Design Studio policies, subject to Mattamy's construction schedule being able to accommodate such extras. This amount is included in the purchase price, however any portion of this amount that is not used for extras shall be of no further value and may not be applied against the purchase price.

AND

The Purchaser is aware that this is a firm and binding Agreement of Purchase and Sale (the "**Agreement**") and the Purchaser understands and agrees that there are no conditions in favour of the Purchaser for Financing or Legal Review.

The Purchaser will deliver proof of financing to the Vendor's sales office within 21 days from date of offer.

The Purchaser is advised that exterior colour packages for all townhomes and detached homes within the community will be determined/assigned by the Vendor in its sole discretion and are only subject to change based on availability of materials and/or Architectural Control requirements. The Purchaser acknowledges that this information is not available on the date of acceptance of this Agreement by the Vendor.

Changes to the lot selection will not be permitted, the Purchaser(s) will not be permitted to select a different lot.

Notwithstanding Section 12 of Schedule 1, a hot water tank has been installed as a fixture of the Dwelling, the cost of which is included in the Purchase Price.

The Purchaser is advised that due to construction timelines, the Purchaser's design appointment may take place a few days or week(s) after execution of this Agreement. The date & time of the design appointment will be determined by the Vendor. There will only be one (1) in-person studio design appointment, the Vendor will determine if a second design appointment is required. The Purchaser will be required to ensure that their availability is achievable; or the Purchaser will be required to assign a Power of Attorney if they are unable to meet the specified timelines. Standard selections may be selected by the Vendor on the Purchaser's behalf if the Purchaser is not able to attend the appointment or if they cannot send someone on their behalf.

Schedule 1: Section 8(a) & (b) provide that the Purchaser(s) are to pay for the installation, connection, energization or inspection of services or meters and boulevard landscaping (which may include tree planting). These costs are to be capped at \$1,500.00 plus applicable taxes.

Schedule 1: Section 8(c) provides that the Purchaser(s) are to pay for any increase in any existing or new levies, and payment on account of such increases are to be capped at \$5,000.00.

* The design studio credits above have no cash or redemption value and are conditional upon the Purchaser(s) attending the Design Studio Appointment and executing the Vendor's standard form Amendment for Colours, Extras or Options. Should the Purchaser(s) fail to attend, or attend but refuse to execute an Amendment for Colours, Extras or Options in the Vendor's standard form, this bonus offer shall be null and void.

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Seaton Whitevale Phase 6
DETACHED HOMES
Schedule ' E '

The Purchaser(s) shall be entitled to select up to \$10,000 in Upgrades as extras (from Mattamy’s Design Studio*) in accordance with Design Studio policies, subject to Mattamy's construction schedule being able to accommodate such extras. This amount is included in the purchase price, however any portion of this amount that is not used for extras shall be of no further value and may not be applied against the purchase price.

AND

The Purchaser is aware that this is a firm and binding Agreement of Purchase and Sale (the “**Agreement**”) and the Purchaser understands and agrees that there are no conditions in favour of the Purchaser for Financing or Legal Review.

The Purchaser is advised that the Architect’s Choice Options are the only changes that will be permitted to the floor plan. The Architect’s Choice Options must be purchased through the Vendor’s sales office and additions/ changes will only be available within 10 days of acceptance of this Agreement by the Vendor. The Purchaser acknowledges and agrees that the Purchaser will not be permitted to delete any Architect Choice Options that have been purchased under any circumstances.

The Purchaser will deliver proof of financing to the Vendor’s sales office within 21 days from date of offer.

The Purchaser is advised that exterior colour packages for all townhomes and detached homes within the community will be determined/assigned by the Vendor in its sole discretion and are only subject to change based on availability of materials and/or Architectural Control requirements. The Purchaser acknowledges that this information is not available on the date of acceptance of this Agreement by the Vendor.

Changes to the lot selection, model and elevation will not be permitted, the Purchaser(s) will not be permitted to select a different lot, model or elevation.

Notwithstanding Section 12 of Schedule 1, a hot water tank has been installed as a fixture of the Dwelling, the cost of which is included in the Purchase Price.

The Purchaser is advised that due to construction timelines, the Purchaser’s design appointment may take place a few days or week(s) after execution of this Agreement. The date & time of the design appointment will be determined by the Vendor. There will only be one (1) in-person studio design appointment, the Vendor will determine if a second design appointment is required. The Purchaser will be required to ensure that their availability is achievable; or the Purchaser will be required to assign a Power of Attorney if they are unable to meet the specified timelines. Standard selections may be selected by the Vendor on the Purchaser’s behalf if the Purchaser is not able to attend the appointment or if they cannot send someone on their behalf.

Schedule 1: Section 8(a) & (b) provide that the Purchaser(s) are to pay for the installation, connection, energization or inspection of services or meters and boulevard landscaping (which may include tree planting). These costs are to be capped at \$1,500.00 plus applicable taxes.

Schedule 1: Section 8(c) provides that the Purchaser(s) are to pay for any increase in any existing or new levies, and payment on account of such increases are to be capped at \$5,000.00.

* The design studio credits above have no cash or redemption value and are conditional upon the Purchaser(s) attending the Design Studio Appointment and executing the Vendor's standard form Amendment for Colours, Extras or Options. Should the Purchaser(s) fail to attend, or attend but refuse to execute an Amendment for Colours, Extras or Options in the Vendor's standard form, this bonus offer shall be null and void.

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DATE



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.

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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

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Seaton Whitevale Phase 6 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.

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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

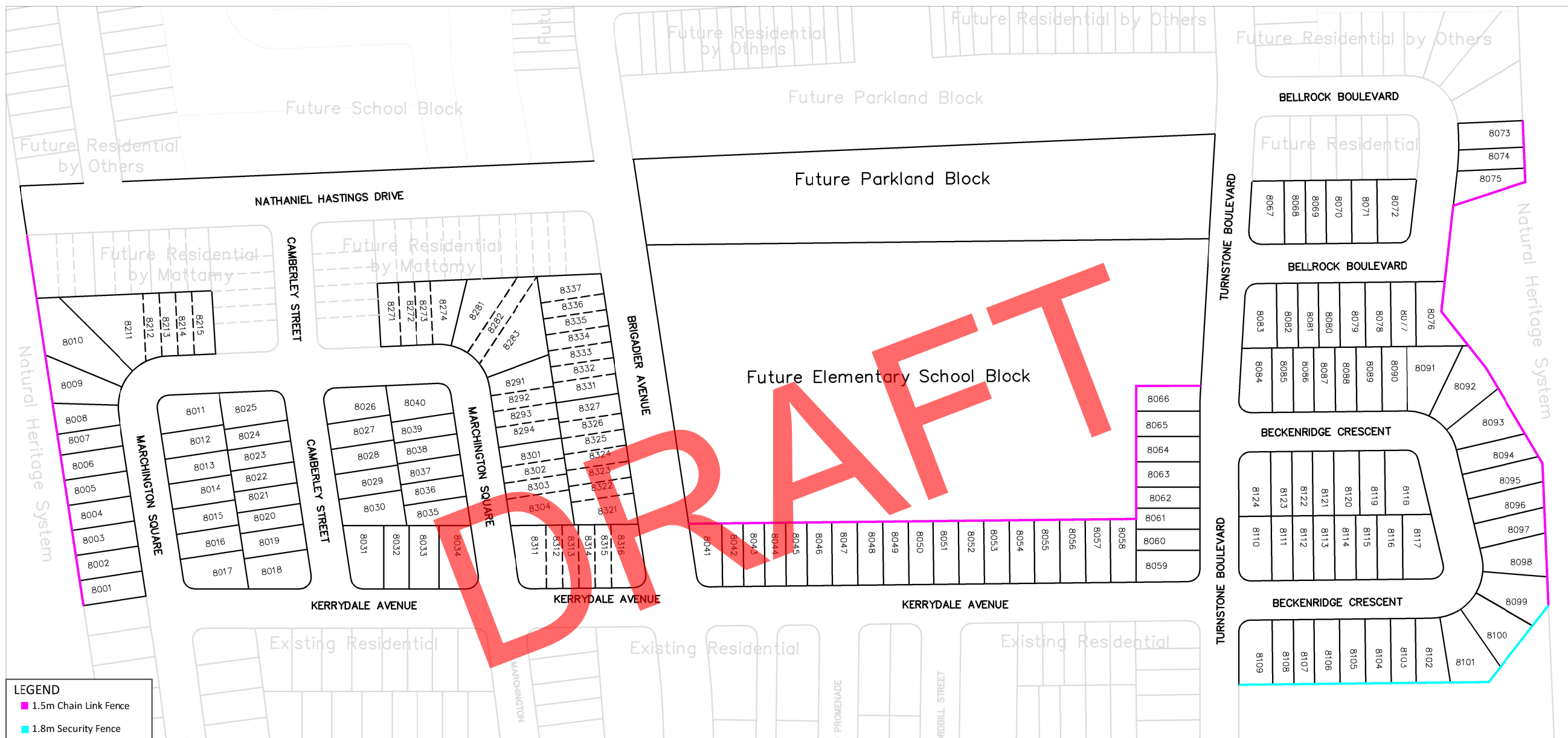
1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including 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

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The Schedule is solely intended to indicate the approximate location of the property/lot subject to the Agreement to which this Schedule is attached and not to accurately represent property dimensions or scale, notwithstanding any numeric figures that may be included on the drawing. For actual lot dimensions, and possible variances thereto, reference should be made to the provisions of the Agreement and to the property survey to be provided on or before closing. In addition, any depiction on this Schedule of surrounding properties or other existing or proposed features (including but not limited to other residential properties, commercial or industrial properties, roads, railway tracks, rail/busyards and stations, lanes, walkways, storm ponds, schools, places of worship, cemeteries, parks, trails, open space, woodlands, vehicular parking areas, public squares, and/or servicing infrastructure) is only provided to assist in orientation and does not indicate or represent that any particular feature or property shown will be located, sized, installed or constructed as depicted herein or at all. In addition, the lack of inclusion of any particular feature or property within this Schedule is not intended to indicate or represent that such excluded feature or property cannot or will not be part of the final municipally approved development plans. Purchasers are advised to inquire with the municipality for the latest information as to development plans in the vicinity of the property.”


E. & O.E. June 5th, 2025



Schedule V
SEATON - Whitevale
Phase 6

June 5th, 2025

INITIALS



NOT TO SCALE



Seaton Whitevale Phase 6 Townhomes: Purchaser's Acknowledgement

The Purchaser hereby acknowledges that the Sales Representative has reviewed the following Commonly Asked Questions and terms of the Agreement of Purchase and Sale (the "Agreement") with them:

1. **FIRM AND BINDING AGREEMENT.** The Purchaser is aware that this is a **FIRM and BINDING Agreement** and the Purchaser understands and agrees that there are no conditions in favour of the Purchaser for Financing or Legal Review. The Purchaser acknowledges that the Agreement was available for review prior to the execution of the Agreement on the Vendor's website and as part of the registration event. The Purchaser also acknowledges and agrees that the Purchaser had the opportunity to review the Agreement and consult with their advisor, lawyer, etc. prior to execution.
2. **PROOF OF FINANCING.** In accordance with Section 7 of Schedule 1 of the Agreement, the Purchaser is aware that Proof of Financing is required within 21 days of execution of the Agreement. This is a Vendor requirement and is not a condition in favour of the Purchaser.
3. **DISPUTES.** In accordance with Section 22 of Schedule 1 of the Agreement, the Purchaser is aware that any dispute arising from or related to the Agreement must be resolved by arbitration, including in relation to the validity of the Agreement, under the *Arbitration Act, 1991* (Ontario). If the Purchaser brings a claim in court, the Purchaser understands that the Vendor will seek to stay the claim in court in order to refer it to arbitration. The Vendor will seek to recover legal costs incurred against the Purchaser for the court proceeding.
4. **LAWYER INFORMATION.** In accordance with Section 30 of Schedule 1 of the Agreement, the Purchaser is aware that Lawyer contact information is required no less than 21 days after notification of the Vendor's acceptance of this Agreement. This is a Vendor requirement and is not a condition in favour of the Purchaser.
5. **NO FURTHER CHANGES.** 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. 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.
6. **CHANGES TO THE LOT/MODEL/ELEVATION SELECTION WILL NOT BE PERMITTED.** The Purchaser will not be permitted to select a different lot/model/elevation.
7. **NSF FEES.** The Purchaser is advised and acknowledges that there is a \$250 NSF fee (+ HST) for any cancelled or returned cheques.
8. **CLOSING COSTS.** The Purchaser acknowledges that the approximate closing costs have been provided by the Vendor. These costs do not include legal costs and such additional costs should be discussed with the Purchaser's lawyer. The Purchaser is aware that they should provide a copy of the fully executed Agreement to their lawyer and their financial institution.
9. **UTILITY AND SERVICE LOCATIONS.** The Purchaser acknowledges and is aware that the location of Catch Basins and Street Hardware (including but not limited to phone, internet, cable, hydro, light posts, hydrants, utility boxes, sidewalks, boulevard trees, mailboxes, etc.) are not finalized at the time of executing the Agreement and are subject to change.
10. **PURCHASER NAME/ ENTERING INTO AGREEMENT.** The Purchaser understands that his or her name is the party that has entered into the Agreement and his or her name will not be removed under any circumstances. Additional names may be added as a party to the Agreement as long as the Vendor receives notice at least 60 days prior to the closing date (if such information is provided any later, the Purchaser will incur administrative and legal fees).
11. **EASEMENTS.** The Purchaser is aware of the applicable easements affecting the Property.
12. **MIRROR IMAGES.** The Purchaser acknowledges that the Dwelling may be built as the mirror image to what is shown in any sales brochures, displays or marketing materials.
13. **HST AND NON-ASSIGNABILITY OF AGREEMENT.** The Purchaser acknowledges that HST is included in the purchase price of the Dwelling in accordance with Section 32 of Schedule 1 of the Agreement. The Agreement is non-assignable other than as stated in Section 24 of Schedule 1 of the Agreement.
14. **DEPOSIT STRUCTURE.** All post-dated cheques are required at the time of execution of the Agreement with the exception of the first deposit which can be made by credit card (to a maximum of \$50,000) with the remainder of the first deposit to be paid in certified funds or by Bank Draft.
15. **GRADING.** The Purchaser acknowledges that final grading information, if applicable, is not available at the time of execution of the Agreement and any grading changes may result in changes and alterations to the Dwelling.

16. **EXTERIOR COLOUR PACKAGES.** Purchaser is advised that exterior colour packages for all Townhomes and Detached Homes within the community will be determined/assigned by the Builder. Exterior packages may be subject to change based on material availability and/or Architectural Control requirements. The Purchaser acknowledges that this information is not available at the time of sale.
17. **STATEMENT OF CRITICAL DATES.** The Purchaser is aware of and has reviewed the Addendum and the Statement of Critical Dates forming a part of the Agreement and understands that the Vendor has the ability to delay the closing date in accordance with the terms of the Addendum.
18. **PARKING.** The Purchaser is aware of the parking requirements for the Dwelling, including review of driveway sizes and Municipal by-laws.
19. **MUNICIPAL ADDRESS.** The Purchaser is aware of the unavailability of Municipal addresses at the time of execution of the Agreement and is also aware that the Municipal address for the Dwelling is subject to change.
20. **THE DESIGN STUDIO.**
- Appointments are scheduled during business hours (Monday – Friday: 9am-5pm).
 - A Home & Style Preview Appointment can and/or will be booked with your Design Consultant
 - The Design Studio team will contact the Purchaser directly to set up an individual appointment.
 - The Purchaser’s options that are purchased at the Design Studio will require proof of bank mortgage approval as well as a 35% deposit on the total amount of the options purchased.
21. **CUSTOMER CARE SPECIALIST.** The Purchaser is aware that they will be contacted by a Customer Care Coordinator approximately 30 days from the execution of the Agreement. The Coordinator will be available to the Purchaser throughout the entire process of constructing the Dwelling.
22. **FRAMEWALK.** The Purchaser is aware that they will be invited to an on-site Framewalk to see the construction of the Dwelling prior to drywall being installed. This is also an opportunity for the Purchaser to ask any construction-related questions.
23. **DELAYS.** Unfortunately, due to unforeseen circumstances, delays are sometimes necessary. Some of these are due to weather, permit issues and subdivision approvals. Please note, that we try our utmost to close your home on time and are bound by the Tarion guidelines explained in detail in your agreement.
24. **HOME ORIENTATION: PRE-DELIVERY INSPECTION (PDI).** Prior to the Closing Date, the Warranty Office will set up an appointment with the Purchaser to arrange for the PDI of the Dwelling. The PDI attempts to familiarize the Purchaser with the Dwelling and to assist in understanding the features and warranty of the Dwelling.
25. **WELCOME PACKAGE.** The Purchaser will receive a welcome package from the Vendor which will contain important information to assist in understanding the various steps between the time the Purchaser has executed the Agreement to the time of closing.
26. **WARRANTY SERVICE.** Here is a quick summary of your comprehensive new home warranty:
- 1-year warranty includes defects in materials and workmanship one year from date of possession
 - 2-year warrant includes structural defects, water penetration, plumbing/electrical/heating distribution systems and exterior cladding
 - 7-year warranty includes warranty on any major structural defects for seven years from date of possession

Initials



Seaton Whitevale Phase 6 Detached Homes: Purchaser's Acknowledgement

The Purchaser hereby acknowledges that the Sales Representative has reviewed the following Commonly Asked Questions and terms of the Agreement of Purchase and Sale (the "Agreement") with them:

1. **FIRM AND BINDING AGREEMENT.** The Purchaser is aware that this is a **FIRM** and **BINDING** Agreement and the Purchaser understands and agrees that there are no conditions in favour of the Purchaser for Financing or Legal Review. The Purchaser acknowledges that the Agreement was available for review prior to the execution of the Agreement on the Vendor's website and as part of the registration event. The Purchaser also acknowledges and agrees that the Purchaser had the opportunity to review the Agreement and consult with their advisor, lawyer, etc. prior to execution.
2. **PROOF OF FINANCING.** In accordance with Section 7 of Schedule 1 of the Agreement, the Purchaser is aware that Proof of Financing is required within 21 days of execution of the Agreement. This is a Vendor requirement and is not a condition in favour of the Purchaser.
3. **DISPUTES.** In accordance with Section 22 of Schedule 1 of the Agreement, the Purchaser is aware that any dispute arising from or related to the Agreement must be resolved by arbitration, including in relation to the validity of the Agreement, under the *Arbitration Act, 1991* (Ontario). If the Purchaser brings a claim in court, the Purchaser understands that the Vendor will seek to stay the claim in court in order to refer it to arbitration. The Vendor will seek to recover legal costs incurred against the Purchaser for the court proceeding.
4. **LAWYER INFORMATION.** In accordance with Section 30 of Schedule 1 of the Agreement, the Purchaser is aware that Lawyer contact information is required no less than 21 days after notification of the Vendor's acceptance of this Agreement. This is a Vendor requirement and is not a condition in favour of the Purchaser.
5. **NO FURTHER CHANGES.** 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. 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.
6. **CHANGES TO THE LOT/MODEL/ELEVATION SELECTION WILL NOT BE PERMITTED.** The Purchaser will not be permitted to select a different lot, model or elevation.
7. **ARCHITECT'S CHOICE OPTIONS.** Architect's Choice options are only available for purchase through the sales office – additions or changes will only be available within 10 days of executing the Agreement.
8. **NSF FEES.** The Purchaser is advised and acknowledges that there is a \$250 NSF fee (+ HST) for any cancelled or returned cheques.
9. **CLOSING COSTS.** The Purchaser acknowledges that the approximate closing costs have been provided by the Vendor. These costs do not include legal costs and such additional costs should be discussed with the Purchaser's lawyer. The Purchaser is aware that they should provide a copy of the fully executed Agreement to their lawyer and their financial institution.
10. **UTILITY AND SERVICE LOCATIONS.** The Purchaser acknowledges and is aware that the location of Catch Basins and Street Hardware (including but not limited to phone, internet, cable, hydro, light posts, hydrants, utility boxes, sidewalks, boulevard trees, mailboxes, etc.) are not finalized at the time of executing the Agreement and are subject to change.
11. **PURCHASER NAME/ ENTERING INTO AGREEMENT.** The Purchaser understands that his or her name is the party that has entered into the Agreement and his or her name will not be removed under any circumstances. Additional names may be added as a party to the Agreement as long as the Vendor receives notice at least 60 days prior to the closing date (if such information is provided any later, the Purchaser will incur administrative and legal fees).
12. **EASEMENTS.** The Purchaser is aware of the applicable easements affecting the Property.
13. **MIRROR IMAGES.** The Purchaser acknowledges that the Dwelling may be built as the mirror image to what is shown in any sales brochures, displays or marketing materials.
14. **HST AND NON-ASSIGNABILITY OF AGREEMENT.** The Purchaser acknowledges that HST is included in the purchase price of the Dwelling in accordance with Section 32 of Schedule 1 of the Agreement. The Agreement is non-assignable other than as stated in Section 24 of Schedule 1 of the Agreement.
15. **DEPOSIT STRUCTURE.** All post-dated cheques are required at the time of execution of the Agreement with the exception of the first deposit which can be made by credit card (to a maximum of \$50,000) with the remainder of the first deposit to be paid in certified funds or by Bank Draft.
16. **GRADING.** The Purchaser acknowledges that final grading information, if applicable, is not available at the time of execution of the Agreement and any grading changes may result in changes and alterations to the Dwelling.

17. **EXTERIOR COLOUR PACKAGES.** Purchaser is advised that exterior colour packages for all Townhomes and Detached Homes within the community will be determined/assigned by the Builder. Exterior packages may be subject to change based on material availability and/or Architectural Control requirements. The Purchaser acknowledges that this information is not available at the time of sale.
18. **STATEMENT OF CRITICAL DATES.** The Purchaser is aware of and has reviewed the Addendum and the Statement of Critical Dates forming a part of the Agreement and understands that the Vendor has the ability to delay the closing date in accordance with the terms of the Addendum.
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 - A Home & Style Preview Appointment can and/or will be booked with your Design Consultant
 - The Design Studio team will contact the Purchaser directly to set up an individual appointment.
 - The Purchaser’s options that are purchased at the Design Studio will require proof of bank mortgage approval as well as a 35% deposit on the total amount of the options purchased.
22. **CUSTOMER CARE SPECIALIST.** The Purchaser is aware that they will be contacted by a Customer Care Coordinator approximately 30 days from the execution of the Agreement. The Coordinator will be available to the Purchaser throughout the entire process of constructing the Dwelling.
23. **FRAMEWALK.** The Purchaser is aware that they will be invited to an on-site Framewalk to see the construction of the Dwelling prior to drywall being installed. This is also an opportunity for the Purchaser to ask any construction-related questions.
24. **DELAYS.** Unfortunately, due to unforeseen circumstances, delays are sometimes necessary. Some of these are due to weather, permit issues and subdivision approvals. Please note, that we try our utmost to close your home on time and are bound by the Tarion guidelines explained in detail in your agreement.
25. **HOME ORIENTATION: PRE-DELIVERY INSPECTION (PDI).** Prior to the Closing Date, the Warranty Office will set up an appointment with the Purchaser to arrange for the PDI of the Dwelling. The PDI attempts to familiarize the Purchaser with the Dwelling and to assist in understanding the features and warranty of the Dwelling.
26. **WELCOME PACKAGE.** The Purchaser will receive a welcome package from the Vendor which will contain important information to assist in understanding the various steps between the time the Purchaser has executed the Agreement to the time of closing.
27. **WARRANTY SERVICE.** Here is a quick summary of your comprehensive new home warranty:
- 1-year warranty includes defects in materials and workmanship one year from date of possession
 - 2-year warrant includes structural defects, water penetration, plumbing/electrical/heating distribution systems and exterior cladding
 - 7-year warranty includes warranty on any major structural defects for seven years from date of possession

/_____
Initials