

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 7880 Keele Street, Vaughan, Ontario L4K 4G7, Tel: 905-907-8888; or 433 Steeles Avenue East, Suite 110, Milton, Ontario, L9T 8Z4, 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, asphalt paved driveway and recycling containers;
- (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 proposed plan of subdivision has received draft approval from the relevant Municipality, as contemplated by the *Planning Act*. The proposed plan of subdivision may be resubmitted to the relevant Municipality for amendments and revisions, including without limitation, revisions commonly referred to as "red-line revisions". The Purchaser acknowledges and agrees that any such amendments and revisions do not affect the status of the proposed plan of subdivision as one that has received draft approval from the relevant Municipality and consents to and accepts, all such amendments and revisions.

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, geoechange system connection pipes and valves, 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 comply with any rental agreement that the Purchaser may elect to enter into with the Vendor's designated Rental Property supplier. The Vendor may assign any right of action under the provisions of this paragraph to its designated Rental Property supplier or another entity and the Purchaser hereby consents to such assignment.

**Completion
and Risk**

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

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

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

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

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

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

**Certificate of
Non-
Completion**

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

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

16. Title to the Real Property shall be good and free from encumbrances except that it may be subject to "**Development Requirements**" which shall include all subdivision or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights required or imposed by the Vendor, Developer, Municipality, provincial or federal government authorities or other development approval authorities including, among others, utilities, railways, pipeline

companies and transit authorities. The Purchaser shall accept title subject to and shall comply with all Development Requirements provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted. The Purchaser shall satisfy himself or herself as to compliance with such matters. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain or register releases of any Development Requirements. The Purchaser shall execute any closing agreements, confirmations or documentation required by development approval authorities or contemplated by any Development Requirements. Title may also be subject to easements for maintenance (including utility servicing in favour of neighbouring properties that may require access through the Dwelling) or encroachment required for adjoining properties and to the encroachments permitted thereby. Title may also be subject to easements for maintenance or encroachment required for adjoining properties and to the encroachments permitted thereby, as well as private servicing or access easements for the benefit of adjoining and/or nearby properties, which easements may encumber all or part of the Real Property. If any of the foregoing easements or encroachments or any restrictions, encroachments or other rights under the Development Requirements are required to be created after Closing the Purchaser shall execute any documents needed. The rights of re-entry referred to in Section 23 or pursuant to the Development Requirements shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser.

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

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

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

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

Notices and Warnings for Use of Real Property

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

Prior Mortgages on Real Property

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

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

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

Preparation of Transfer

19. The transfer shall be prepared by the Vendor's Solicitors at the Vendor's expense and shall be registered forthwith on Closing by the Purchaser at his or her expense. The Purchaser agrees to advise the Vendor's Solicitors, at least sixty (60) days prior to Closing, as to how the Purchaser will take title to the Real Property, the birth dates of any parties taking title to the Real Property and any name changes or corrections due to marriage or otherwise. If the Purchaser fails to do so by such time or changes

such information either before or after such time, the Purchaser shall pay to the Vendor's Solicitors (or reimburse the Vendor) for all additional legal fees and disbursements which may be incurred by the Vendor or charged by its Solicitors, which shall be at a minimum \$250 (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 Taron Warranty Program, administered by the Taron 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 Taron 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 Taron 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 Taron Addendum (Schedule T (Taron)), 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 Purchaser's Solicitor's trust account, via personal delivery to the Vendor's Solicitors (or in such other manner as the Vendor's Solicitors may direct) prior to the release of the Transfer/Deed of Land for registration.

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

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

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

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

Web-Delivery System

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

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

Entire Agreement

27. THE PARTIES ACKNOWLEDGE THAT THERE ARE NO REPRESENTATIONS, WARRANTIES, COLLATERAL AGREEMENTS OR CONDITIONS AFFECTING THIS AGREEMENT OR THE REAL PROPERTY EXCEPT AS CONTAINED IN THIS AGREEMENT FOR WHICH THE VENDOR CAN BE HELD RESPONSIBLE OR LIABLE FOR IN ANY WAY, whether contained, portrayed, illustrated or represented by, or in, any plan, drawing, brochure, artist's renderings, display, model or any other sales or marketing materials, including without limitation, any content on the website of a Vendor Company or any statements or representations made by real estate agents, employees of real estate agents, brokers or employees of the Vendor, and this Agreement supersedes all prior negotiations between the Vendor and the Purchaser, whether written or verbal, with respect to the subject matter of this Agreement. The Purchaser acknowledges that any oral statements made concerning the Real Property or the Dwelling before the date of this Agreement did not induce the Purchaser to enter into this Agreement and do not constitute a variation of this Agreement.

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

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

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

**Residency
and Spousal
Consent**

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

**No
Registration**

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

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

30. If electronic registration of documentation at the Land Registry Office is required on Closing, the following terms and conditions shall form part of this Agreement:
- a. No less than 15 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 30 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 30 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 \$250 (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 \$250 (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 Purchasers' 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 Tarion Addendum

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

**Further
Assurances**

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

_____/_____
Initials



Schedule '1C'

Upper Joshua Creek

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 Purchasers Name)

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

(Insert Purchasers Name)

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

Schedule A (Home Features)
Upper Joshua Creek –2 Storey Town Product

EXTERIOR

- MATTAMY’S Upper Joshua Creek is a new home community inspired by the sense of neighbourhood. House sitings and exterior colours will be architecturally co-ordinated.
- 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.
- Entry-resistant framing on all perimeter doors (excluding patio doors).
- Aluminum maintenance-free soffit, downspouts, fascia and eaves-trough.
- Architectural styled Laminate Fibreglass shingles with a 30 year manufacturer's Limited Lifetime Warranty.
- 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) on all elevations except Contemporary (CN) elevation. Fibreglass entry and exterior door(s) with weather-stripping and deadbolt lock (excluding patio doors and door from garage to exterior if applicable) for Contemporary (CN) elevation.
- All vinyl casement windows, simulated single-hung casement or fixed windows throughout, either white or colour as per applicable elevation and as per plan. Basement windows to be 30"x12" deep white vinyl sliders, if applicable.
- Sliding patio door or garden door(s), as per plan.
- All windows triple glazed, excluding basement windows and entry door glazing. Basement windows and patio sliding doors, where applicable, to be classified as Zone 3 windows with Low E coating and argon gas.
- Glazed panel in front entry door or side light(s) as per elevation.
- All opening windows and sliding patio doors are complete with screens.
- Steel insulated door from house to garage, if grade permits, with safety door, as per plan.
- Moulded steel panel insulated sectional roll-up garage doors equipped with heavy duty springs and long-life, rust-resistant door hardware, as per elevation.
- Sodding included except paved areas.
- Pre-cast concrete slab walkway to front door entry, pre-cast step(s) at front and/or rear door as required.
- 2 Storey Towns have one exterior water tap at the front (or garage) of home and one exterior water tap at the rear.
- Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one on balcony.
- Weiser front door entry set finished in Satin Nickel. Individual house numbers. Black front coach lights at all exterior home entrances, as per elevation.
- Vendor will install a two-coat asphalt driveway excluding apron which is concrete.

KITCHEN

- Purchaser’s choice of cabinets and 3 cm granite countertop from vendor’s standard selection.
- Colour co-ordinated kick plates to compliment kitchen cabinets.
- Stainless steel undermount double compartment kitchen sink with spillway. Includes single lever pull down Moen faucet, as per Vendor’s standard specifications.
- Shut-off valve to the kitchen sink.
- Stainless exhaust fan with 6" duct vented to exterior.
- Heavy duty receptacle for future stove and dedicated electrical receptacle for future refrigerator.
- Split receptacle(s) at counter level for future small appliances.
- 36" Refrigerator opening & 30" Stove Opening.
- 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

- Separate shower to receive water resistant board to approximately 60" high.
- Glass shower enclosures with 2x2 white mosaic tile base, tiled walls (where required) and glass enclosure in Primary Ensuite as per plan with aluminum channel as required.
- Purchaser’s choice of cabinets from Vendor’s upgraded selection (excluding Powder Room).
- Purchaser’s choice of 2 cm granite countertops from Vendor’s standard selection in all bathrooms (excluding Powder Room).
- Colour co-ordinated kick-plate to compliment vanity cabinets.
- Decorative lighting in all bathrooms and Powder Room.
- Beveled mirrors approx. 42" high in all bathroom(s) and powder room.
- White bathroom fixtures from Vendor’s standard selection including efficient 4.8L elongated toilet.
- White acrylic bathtubs in all main and secondary bathrooms with ledge as per plan.
- Exhaust fans vented to exterior in all bathroom(s) and Powder Room.
- Privacy locks on all bathroom and powder room doors.
- Chrome finish upgraded Moen washer-less faucet with pop-up drain and water saving aerator in all bathroom and Powder Room sinks.
- Pedestal sink in Powder Room, as per plan.
- 8x10 ceramic wall tile from Vendors' standard selection, up to the ceiling for tub/shower enclosure(s) and up to and including ceiling for separate shower stalls.
- White acrylic freestanding oval tub with Moen roman tub faucet in chrome finish as per plan.
- Bathroom and Powder Room accessories to include Moen chrome finish matching towel bar and toilet tissue holder.
- Pressure balance valves to all shower stalls and tub/showers as per plan.
- Shut off valves for all bathroom and Powder Room sinks.

INTERIOR TRIM

- Stairs with oak treads, oak veneer risers and stringers with choice of stained or natural finish from vendor's standard colour selection. Applies to stairs from ground to second floor.
- Riverside moulded panel interior passage doors throughout finished areas (purchaser’s choice from vendor’s standard selection of one style throughout), excluding sliding closet doors and cold cellar doors if applicable.
- Colonial 4" baseboard throughout with 3/8" profiled door stop trim in all tiled areas.
- Colonial 2 1/4" trim casing on all swing doors, flat archways up to 12" deep, windows throughout in all finished areas, foyer and linen closets where applicable as per plan. (Excluding bedroom closets with sliding doors).
- All drywall applied with screws using a minimum number of nails.
- Weiser lever handles and hinges (unpainted) finished in Satin Nickel on all interior doors in finished areas, as per plan.
- Mirrored Sliders in Foyer closet, as per plan.
- Wire shelving in all bedroom closets.

LAUNDRY

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

ELECTRICAL

- Decora style switches and receptacles throughout finished areas
- 100 Amp service with circuit breaker type panel. (Upgrade to service not available)
- All wiring in accordance with Ontario Hydro standards.
- One electrical outlet under electrical panel if located in unfinished area.
- Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
- One electrical outlet in garage for each parking space. One ceiling outlet in garage for each garage door for future garage door opener.
- Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
- 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).
- Switch controlled receptacle in living room.
- Decora style dimmer control in master bedroom and dining room as per plan.
- Smoke Detector with visual signaling component installed as per Ontario Building Code.
- Carbon Monoxide Detector on all floors where a finished bedroom is located.
- Electronic door chime at front door.
- Builder to provide (1) finished Cat6 Data line to Great Room to accommodate cable, telephone and internet connections.
- Rough-in central vacuum outlets. (all outlet pipes dropped to basement).
- Deeper electrical boxes for future smart switches (smart switches not included)
- One (1) brushed nickel finished smart door lock
- One (1) smart light switch for front entry light

PAINTING

- Washable low VOC latex paint on interior walls throughout finished areas. (one colour throughout, from vendor’s standard selection).
- Interior trim and doors to be painted white.
- Sprayed stipple ceilings with 4" smooth borders in all rooms except for kitchen, breakfast area, bathrooms, powder room, and finished laundry room, which have smooth painted ceilings. All closets to have sprayed stipple ceilings only.

FLOORING

- Choice of ceramic floor tile in foyer, powder room, bathroom(s) and finished laundry room where applicable, as per plan from vendor’s standard selection.
- SPC (Stone Product Composite) Flooring approx. 5.83" wide flooring in choice of colour from vendor's standard selection on ground floor (excluding tiled areas) as per plan. Choice of colour from vendor's standard selection.
- 35oz broadloom in all finished areas on second floor with 4 lb chip foam under-pad from vendor's standard selection. (excluding tiled areas).
- Tongue and groove, oriented strand board subflooring throughout (except basement) screwed and glued on engineered floor joist system.
- Concrete basement floor with drain.

FAMILY ROOM / GREAT ROOM

- Direct vent gas fireplace as per plan with painted MDF mantle surround as per plan, from Vendor’s standard selection.

ADDITIONAL FEATURES

- 9’ high ceilings throughout, 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 on ground floor. 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"x 6" exterior wall construction
- Mortgage survey provided with closing documents at no additional cost.
- Garage floor and driveway sloped for drainage.
- Concrete garage floor where applicable with re-enforced grade beams.
- All windows installed with expandable foam to minimize air leakage.
- Poured concrete walls below grade with weeping tile.
- Poured concrete front porch as per plan.
- Architecturally pre-determined sitings and exterior colours in conformance with applicable zoning and architectural control guidelines.
- 1" gas supply lines throughout.
- Ducts professionally cleaned.
- Central Air Conditioning.
- Stainless Steel Refrigerator, Dishwasher and Stove, as per Vendor’s standard selection.

ENERGY STAR PROGRAM

- All triple-glazed windows with insulated spacers (excluding basement windows). Windows installed with expandable foam at perimeter and caulked on the exterior. (excluding basement windows).
- Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
- All ductwork to be sealed with foil tape or mastic sealant.
- Ceilings insulated to a minimum of R60 below attic space.
- Water heater is a rental unit. Purchaser to execute agreement with water heater company. (Builder reserves the right to change suppliers at any time and without notice).
- Energy Star certified Ecobee Smart Thermostat with built-in Amazon Alexa voice services, centrally located on main floor.
- Heat Recovery Ventilation (HRV) installed, interlocked with furnace. (Simplified system)
- LED lighting in all standard interior and exterior light fixtures as per plan.
- Independent third-party inspection and air tightness test.

WARRANTY

Mattamy Warranty backed by TARION “Excellent Service Rating” includes that the home is free from defects in workmanship and materials for One (1) Year.
Two Year Warranty Protection:
The home is free from defects in workmanship and materials including caulking, windows and doors so that the building prevents water penetration. Defects in workmanship and materials in the electrical, plumbing, heating delivery and distribution systems – Defects in workmanship and materials which result in the detachment, displacement or deterioration of exterior cladding, leaving to detachment or serious deterioration.
Violations of the Ontario Building Code's Health and Safety provisions.
Seven Year Warranty Protection (Major Structural Defects):
A major structural defect is defined by TARION as; - a defect in workmanship and materials that results in the failure of the load-bearing part of the homes structure, or - any defect in workmanship or materials that adversely affects your use of the building as a home.
Specifications and Terms subject to change, E. & O.E., May 26, 2022

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 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 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 house erected or to be erected on the above lot shall contain the features listed above. 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 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.

Initials...../.....

Schedule A (Home Features)

Upper Joshua Creek – Urban Rear Lane Town Product

EXTERIOR

1.

MATTAMY’S Upper Joshua Creek is a new home community inspired by the sense of neighbourhood. House sitings and exterior colours will be architecturally co-ordinated.
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) on all elevations except Contemporary (CN) elevation. Fibreglass entry and exterior door(s) with weather-stripping and deadbolt lock (excluding patio doors and door from garage to exterior if applicable) for Contemporary (CN) elevation.
7.

All vinyl casement windows, simulated single-hung casement or fixed windows throughout, either white or colour as per applicable elevation and as per plan.
8.

Sliding patio door or garden door(s), as per plan.
9.

All windows triple glazed and entry door glazing. Patio sliding doors, where applicable, to be classified as Zone 3 windows with Low E coating and argon gas.
10.

Glazed panel in front entry door or side light(s) as per elevation.
11.

All opening windows and sliding patio doors are complete with screens.
12.

Steel insulated door from house to garage, if grade permits, with safety door, as per plan.
13.

Moulded steel panel insulated sectional roll-up garage doors equipped with heavy duty springs and long-life, rust-resistant door hardware, as per elevation. For fire department access, garage doors may include built-in pedestrian doors to allow access from laneway, as required.
14.

Sodding included except paved areas.
15.

Pre-cast concrete slab walkway to front door entry, pre-cast step(s) at front and/or rear door as required.
16.

Rear Lane Towns have one exterior water tap at the front (or garage) of home and one exterior water tap at the rear.
17.

Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one on balcony.
18.

Weiser front door entry set finished in Satin Nickel. Individual house numbers on front and rear entry. Black front coach lights at all exterior home entrances, as per elevation.
19.

Vendor will install a two-coat asphalt apron at rear.

KITCHEN

1.

Purchaser’s choice of cabinets and 3cm granite countertop from vendor’s standard selection.
2.

Colour co-ordinated kick plates to compliment kitchen cabinets.
3.

Stainless steel undermount double compartment kitchen sink with spillway. Includes single lever pull down Moen faucet, as per Vendor’s standard specifications.
4.

Shut-off valve to the kitchen sink.
5.

Stainless exhaust fan with 6” duct vented to exterior.
6.

Heavy duty receptacle for future stove and dedicated electrical receptacle for future refrigerator.
7.

Split receptacle(s) at counter level for future small appliances.
8.

36” Refrigerator opening & 30” Stove Opening.
9.

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.

Separate shower to receive water resistant board to approximately 60” high.
2.

Glass shower enclosures with 2x2 white mosaic tile base, tiled walls (where required) and glass enclosure in Primary Ensuite as per plan with aluminum channel as required.
3.

Purchaser’s choice of cabinets from Vendor’s upgraded selection (excluding Powder Room).
4.

Purchaser’s choice of 2 cm granite countertops from Vendor’s standard selection in all bathrooms (excluding Powder Room).
5.

Colour co-ordinated kick-plate to compliment vanity cabinets.
6.

Decorative lighting in all bathrooms and Powder Room.
7.

Beveled mirrors approx. 42” high in all bathroom(s) and powder room.
8.

White bathroom fixtures from Vendor’s standard selection including efficient 4.8L elongated toilet.
9.

White acrylic bathtubs in all main and secondary bathrooms with ledge as per plan.
10.

Exhaust fans vented to exterior in all bathroom(s) and Powder Room.
11.

Privacy locks on all bathroom and powder room doors.
12.

Chrome finish upgraded Moen washer-less faucet with pop-up drain and water saving aerator in all bathroom and Powder Room sinks.
13.

Pedestal sink in Powder Room, as per plan.
14.

8x10 ceramic wall tile from Vendors’ standard selection, up to the ceiling for tub/shower enclosure(s) and up to and including ceiling for separate shower stalls.
15.

White acrylic freestanding oval tub with Moen roman tub faucet in chrome finish as per plan.
16.

Bathroom and Powder Room accessories to include Moen chrome finish matching towel bar and toilet tissue holder.
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 vendor’s standard colour selection. Applies to stairs from ground to second floor and from second to third floor as per plan.
2.

Riverside moulded panel interior passage doors throughout finished areas (purchaser’s choice from vendor’s standard selection of one style throughout), excluding sliding closet doors and cold cellar doors if applicable.
3.

Colonial 4” baseboard throughout with 3/8” profiled door stop trim in all tiled areas.
4.

Colonial 2 ½” trim casing on all swing doors, flat archways up to 12” deep, windows throughout in all finished areas, foyer and linen closets where applicable as per plan. (Excluding bedroom closets with sliding doors).
5.

All drywall applied with screws using a minimum number of nails.
6.

Weiser lever handles and hinges (unpainted) finished in Satin Nickel on all interior doors in finished areas, as per plan.
7.

Mirrored Sliders in Foyer closet, 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 ground floor 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.

100 Amp service with circuit breaker type panel. (Upgrade to service not available)
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.

Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
8.

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).
9.

Switch controlled receptacle in living room.
10.

Smoke Detector with visual signaling component installed as per Ontario Building Code.
11.

Carbon Monoxide Detector on all floors where a finished bedroom is located.
12.

Electronic door chime at front door.
13.

Builder to provide (1) finished Cat6 Data line to Great Room to accommodate cable, telephone and internet connections.
14.

Rough-in central vacuum outlets. (all outlet pipes dropped to garage).
15.

Deeper electrical boxes for future smart switches (smart switches not included)
16.

One (1) brushed nickel finished smart door lock
17.

One (1) smart light switch for front entry light

PAINTING

1.

Washable low VOC latex paint on interior walls throughout finished areas. (one colour throughout, from vendor’s standard selection).
2.

Interior trim and doors to be painted white.
3.

Sprayed stipple ceilings with 4” smooth borders in all rooms except for kitchen, breakfast area, bathrooms, powder room, and finished laundry room, which have smooth painted ceilings. All closets to have sprayed stipple ceilings only.

FLOORING

4.

Choice of ceramic floor tile in foyer, powder room, bathroom(s) and finished laundry room where applicable, as per plan from vendor’s standard selection.
5.

SPC (Stone Product Composite) Flooring approx. 5.83” wide flooring in choice of colour from vendor’s standard selection on ground and 2nd floor (excluding tiled areas) as per plan. Choice of colour from vendor’s standard selection.
6.

35oz broadloom in all finished areas on third floor with 4 lb chip foam under-pad from vendor’s standard selection. (excluding tiled areas).
7.

Tongue and groove, oriented strand board subflooring throughout (except basement) screwed and glued on engineered floor joist system.
8.

Concrete basement floor with drain.

ADDITIONAL FEATURES

1.

9’ high ceilings on ground floor, 9’ high ceilings on second floor and 8’ high ceilings on third 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 on ground floor. 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”x 6” exterior wall construction
2.

Mortgage survey provided with closing documents at no additional cost.
3.

Garage floor and driveway sloped for drainage.
4.

Concrete garage floor where applicable with re-enforced grade beams.
5.

All windows installed with expandable foam to minimize air leakage.
6.

Poured concrete walls below grade with weeping tile.
7.

Poured concrete front porch as per plan.
8.

Architecturally pre-determined sitings and exterior colours in conformance with applicable zoning and architectural control guidelines.
9.

1 1/4” gas supply lines throughout.
10.

Ducts professionally cleaned.
11.

Central Air Conditioning.
12.

Stainless Steel Refrigerator, Dishwasher and Stove, as per Vendor’s standard selection.

ENERGY STAR PROGRAM

1.

All triple-glazed windows with insulated spacers.
2.

Windows installed with expandable foam at perimeter and caulked on the exterior.
3.

Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
4.

All ductwork to be sealed with foil tape or mastic sealant.
5.

Ceilings insulated to a minimum of R60 below attic space.
6.

Water heater is a rental unit. Purchaser to execute agreement with water heater company. (Builder reserves the right to change suppliers at any time and without notice).
7.

Energy Star certified Ecobee Smart Thermostat with built-in Amazon Alexa voice services, centrally located on main floor.
8.

Heat Recovery Ventilation (HRV) installed, interlocked with furnace. (Simplified system)
9.

LED lighting in all standard interior and exterior light fixtures as per plan.
10.

Independent third-party inspection and air tightness test.

WARRANTY

Mattamy Warranty backed by TARION “Excellent Service Rating” includes that the home is free from defects in workmanship and materials for One (1) Year.

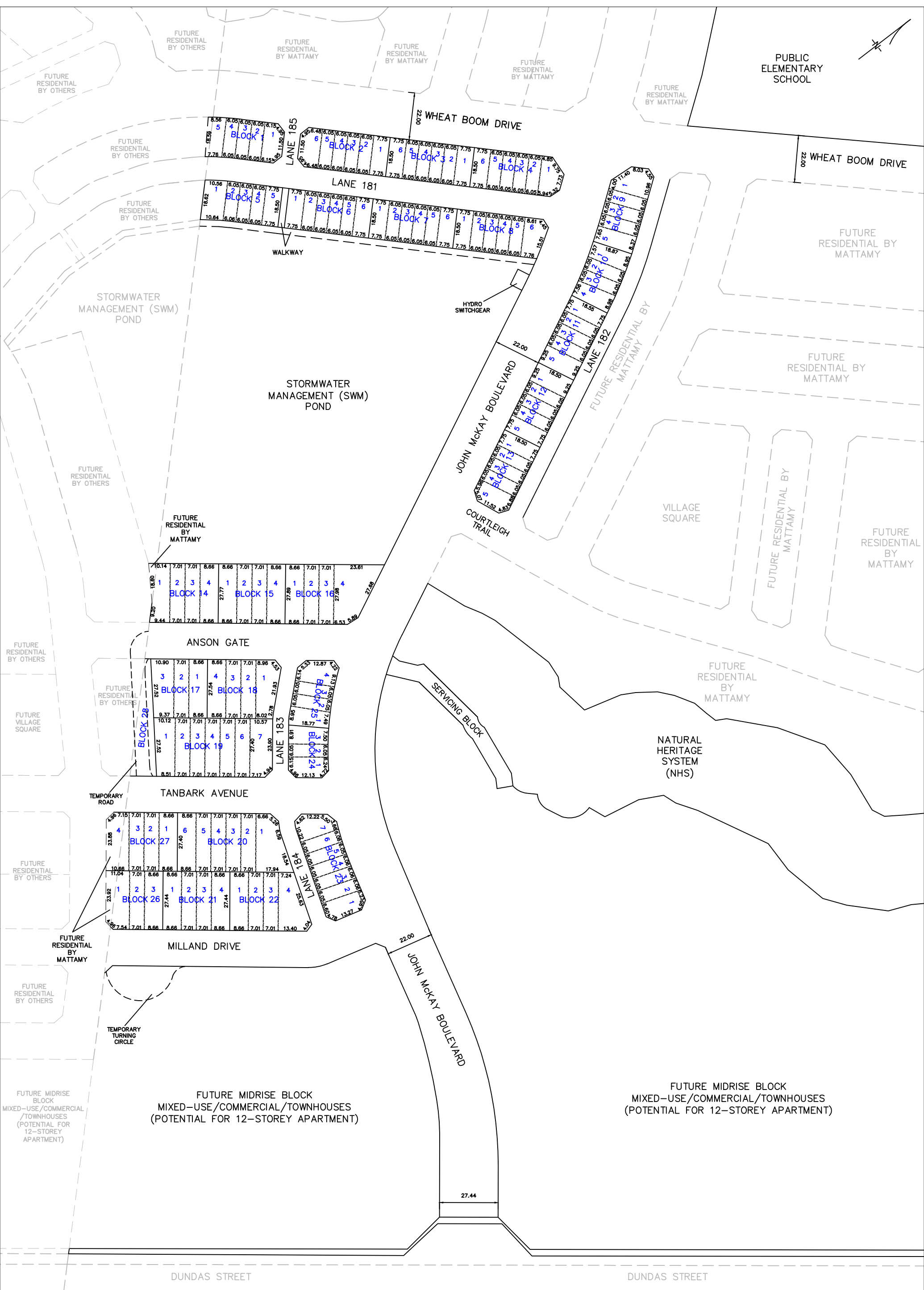
Two Year Warranty Protection:
The home is free from defects in workmanship and materials including caulking, windows and doors so that the building prevents water penetration. Defects in workmanship and materials in the electrical, plumbing, heating delivery and distribution systems – Defects in workmanship and materials which result in the detachment, displacement or deterioration of exterior cladding, leaving to detachment or serious deterioration.

Violations of the Ontario Building Code’s Health and Safety provisions.
Seven Year Warranty Protection (Major Structural Defects):
A major structural defect is defined by TARION as; - a defect in workmanship and materials that results in the failure of the load-bearing part of the homes structure, or - any defect in workmanship or materials that adversely affects your use of the building as a home.

Specifications and Terms subject to change, E. & O.E., May 26, 2022

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 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 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 house erected or to be erected on the above lot shall contain the features listed above. 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 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.

Initials...../.....



Schedule 'B'
Joshua Creek Phase 3
(Metric)

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/bus yards 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.

INITIALS:

All units in metres

____ / ____

December 15, 2021



Upper Joshua Creek Phase 3

Schedule 'C'

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

GENERAL

1. Purchasers and/or tenants of lots or units are advised that servicing of the lands will be via a lake-based water system.
2. Purchasers are advised that there is a potential for high water pressure within the subdivision. Due to the potential for high water pressure, all units have been fitted with a Pressure Reducing Valve.
3. Purchasers are advised that the final mix of housing, the 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.
4. 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.
5. Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal.
6. Purchasers and/or tenants of lots or units are advised that the homeowner will be responsible for waste disposal until such time as Halton Region deems their street to be safe and accessible to receive Regional waste collection services.
7. Purchasers and/or tenants are advised all mail will require retrieval from designated Canada Post Boxes which will be located throughout the development.
8. Purchasers and/or tenants are advised that home/business mail delivery will be from designated centralised mail boxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing.
9. Purchasers are advised of the proposed community mailbox locations and that the exact community mailbox locations will be determined upon final approval from the Town.
10. Purchasers are advised that some community mailboxes may be directly beside some lots.
11. Purchasers are advised that telecommunication or hydro utility equipment may be located adjacent to the development and may be visible from their dwelling.
12. Purchasers should be advised of the following conditions regarding their property line:
 - Purchasers and/or tenants are advised that private landscaping is not permitted to encroach within the Town's road allowance, Natural Heritage System, Stormwater Management Ponds or any other Town property. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption.
 - Purchasers and/or tenants are advised that private landscaping is not permitted within the road allowance area abutting your property without a boulevard garden permit. Unauthorized landscape material may be removed without notification
 - 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.
 - Homeowners should be aware that their property ownership does not extend to the sidewalk in front of their home. The property line is typically 0.3 meters to 0.5 meters away from the sidewalk.
 - Purchasers are expected to maintain but not alter the municipal boulevard (the space between the sidewalk and the street directly in front of each said lot).

13. 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 Town, receive a notice for payment of municipal property tax back to the time of closing of the unit.
14. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on external buildings.
15. 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, as well as future phases or the development of adjacent lands.
16. Purchasers and/or tenants are advised that the density block located at **Dundas Street and John McKay Boulevard** is identified for higher density residential development, potentially with condominium tenure. All Purchasers are advised that the density block is zoned to permit up to a 12-storey future residential building with a mixed-use component which may be visible from your home. The block is zoned as a mixed-use block which could potentially include commercial uses including a sales office.
17. At the time of the execution of this agreement, the subdivision or development agreement(s) for the property may not be 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, the Vendor agrees to provide such notices to the Purchaser as soon as reasonably possible. Upon receipt of such notices 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.
18. Purchasers and/or tenants are advised that the dwelling/unit may be supplied with a sump pump for stormwater drainage purposes. Purchasers are advised and acknowledge that maintenance and repair from time to time is the responsibility of the Purchaser. Purchasers are advised to conduct regular maintenance checks of the equipment from time to time. Installed sump pumps will be located in the most efficient location in accordance with engineering practice and cannot be relocated.
19. Purchasers are advised that the Street and Lane names labelled on the attached schedules have not been approved by the Town of Oakville and could be switched and/or renamed to the satisfaction of the Town.
20. Purchasers and/or tenants of lots or units having frontage on collector or arterial roads are advised that projected traffic volumes on the arterial/collector road in the development area may be in excess of that typically expected on a residential roadway with direct frontages on that road.
21. Purchasers and/or tenants of residential of lots or units are advised that numbers may be used by the Builders to refer to lots or units, but that these numbers are used for marketing purposes only and they have no status in terms of street addressing. Final street numbers will be assigned by the Town prior to registration of the subdivision.
22. Purchasers/tenants are advised that all lawns, shrubs, vines, hedges, bushes and vegetation shall be kept from becoming unreasonably overgrown in a fashion that may affect safety, visibility or passage of the general public wholly or partially conceal or interfere with the use of any hydrant or water valves or constitute an obstruction of the view for vehicular traffic.
23. Purchasers are hereby advised that all second and/or third storey amenity space has been designed for standard use only as per the Ontario Building Code. They have not been designed to withstand any additional size or weight (eg. hot tubs).
24. Purchasers will give similar notices to their purchasers ad infinitum. No general release of any lot from the provisions of this agreement will release any Owner from the provisions of this section unless this section is specifically referred to in the release.
25. Purchasers are advised that the construction of elevated decks within their yards may compromise the effectiveness of the noise mitigation measures and controls which have been established within the subdivision for their lots.
26. Purchasers and/or tenants of all lots or units are advised that after assumption of the subdivision, the Town at its sole discretion may repair, replace and/or remove any landscape design element on Town property including, but not limited to, decorative perimeter fencing, entry feature walls, stormwater management pond structures, irrigation, traffic island planting/signage and decorative paving.
27. Purchasers are advised that accessory or basement apartments require a building permit and must comply with any applicable laws and standards including the Building Code, Fire Code, property standards by-laws and the Town of Oakville Zoning By-law. For further information please refer to the Town of Oakville website or contact the Town of Oakville Zoning at 905-845-6601.

28. Purchasers and /or tenants are advised that gates are not permitted to be installed along any boundary fence adjacent to any lands intended for a park, school or Natural Heritage System.
29. Homeowners are advised that the property line separating their lot from the road allowance is closer to the dwelling than the edge of the curb or the sidewalk. Since the whole area may be grassed or otherwise landscaped, the location of the property line and any services buried within the road allowance may not be visually determinable on-site. It is recommended that Homeowners consult an up-to-date survey of their lot and contact the Town to identify the location of buried services prior to undertaking landscaping activities in an area near the road allowance to avoid encroachments or damage to services.
30. Encroachments (including trees, hedges, shrubs or other vegetation, fences, posts, paving stones, landscaping rocks, sprinkler systems) are not permitted onto Town or Regional land, including road allowances, parks, or open spaces.
31. Unauthorized encroachments onto Town land shall be removed prior to assumption and may be removed at any time thereafter by the Town or Developer/Builder at the expense of the Homeowner. Unauthorized encroachments may be damaged by the Town, Region or utility companies without compensation to the Homeowner.
32. Homeowners are advised that the Town has required the dwellings to be Energy Star Certified based upon the applicable legislation as of the date of draft approval of the subdivision. Any alteration to the dwelling may compromise the status of the Energy Star Certification.
33. Homeowners are advised that the Town does not warrant new home construction. The Town's authority is limited to matters covered by the Ontario Building Code which prescribes minimum standards for specific matters related to safety, structural sufficiency, public health and fire protection. The Ontario Building Code may not address other matters which may be of importance to a Homeowner and may also authorize the use of new or emerging technologies or materials which are not familiar to the Homeowner. Homeowners are urged to make their own inquiries of the builder with respect to matters of importance to them related to their home, and to familiarize themselves with the conditions of their Tarion new home warranty assurance by reading their policy carefully.
34. Homeowners are advised that the Developer/Builder is solely responsible for the performance of winter maintenance and snow removal until such time as the obligation is transferred to the Town under the terms of the main body of this Agreement.
35. Winter maintenance and snow removal from public streets where provided, will be done in accordance with the then current Town Standards for snow removal which are available from the Town. These standards are subject to change without notice, but generally prioritize the removal of snow from arterial and collector roads in advance of local roads. As of the date of this agreement, snow and ice is not removed from public laneways.
36. Homeowners are responsible for maintaining the portion of their driveway within the road allowance in a safe and hazard-free condition including the removal of ice and snow. This obligation is a condition of permitting the driveway within the road allowance.
37. There may be service trenches under the driveway of some lots, which may result in settlement. Homeowners of such lots are encouraged to wait 24 months following the installation of to ensure that settlement has ceased prior to paving their driveway.
38. Homeowners are advised to check the Town's official plan and zoning by-law for additional details with respect to the current permitted future use(s) of blocks within the area.
39. Purchasers are advised that due to site specific sideyard setbacks and zoning restrictions, air conditioning units may not be able to be accommodated in the sideyard. Prior to proceeding to install an air conditioning unit the owner is to contact the Town of Oakville Zoning Section to confirm whether the unit can be accommodated.
40. Purchasers are advised that prior to the placement of any structures in side and rear yards the Zoning By-law be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work. Further, grading alterations or placement of any structure including sidewalks are not permitted within 0.3m (one (1) foot) of all side and rear yards without prior approval from the Town of Oakville.
41. Purchasers/tenants are advised that sound levels due to increasing road and air traffic may occasionally interfere with some activities of the dwelling unit occupants, as the sound levels exceed the Town's and the Ministry of the Environment's noise criteria.
42. Purchasers are advised that the installation of a private swimming pool prior to the assumption of the subdivision is governed by the Town of Oakville Pool Enclosure By-law. Homeowners are required to obtain written authorization from the developer prior to the Town of Oakville releasing a permit for pool construction. The developer is not obligated to provide this clearance letter and

therefore pool installation may be delayed until the subdivision is assumed by the Town of Oakville.

43. Purchasers are advised that some streets in this subdivision may be extended in the future and temporary access roads may be closed.
44. Purchasers are advised that some lots and blocks will be affected by noise from adjacent roads, and warnings will apply to the purchasers.
45. Purchasers and/or tenants of lots in proximity to Dundas Street are advised that noise attenuation barriers may be located adjacent to the lot on public property and that no modifications or alterations are permitted to the noise attenuation structure.
46. Purchasers are advised that the design of features on public lands may change. Builders' sales brochures may depict these features, however, the Town has no control over Builders' sales brochures.
47. Purchasers are advised that Halton Region is responsible for household garbage, recycling and green bin collection. For further information, please call 311 or visit Halton.ca.
48. Purchasers are advised that for further general information on proposed and existing land use, please call the Town's Planning Department 905.845.6601.
49. Purchasers are advised that for detailed grading and berming information, please call the Town's Development Engineering Department 905.845.6601.
50. Purchasers are advised that a community mailbox could potentially be located adjacent to their lot.
51. Purchasers/tenants acknowledge that the static water pressure in the area may exceed that which is allowed under the Plumbing Code. Individual private pressure reducing valves and associated equipment may be required to be installed as part of the plumbing system of each residential unit at the owner's expense.
52. Purchasers/Tenants acknowledge that any individual private pressure reducing valves and associated equipment that is installed in the residential unit will be the responsibility of the purchaser/tenant to operate, maintain and replace as required at the owner's expense.

PARKS, VILLAGE SQUARE & TRAILS

1. Purchasers and/or tenants of lots or units within this subdivision are advised that parkland, open space and/or trails may not be fully developed at the time of occupancy. The timing of parkland and trail development and the programming of these lands are at the discretion of the Town.
2. Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out routine maintenance such as grass and weed cutting.
3. Purchasers of lots or units in proximity to the proposed Park are advised that these open space areas will be used for general 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.
4. Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park and servicing / walkway blocks are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, trails, sports field (lit or unlit), splash pad, skateboard park, tennis court, visitor parking, and/or multi-use courts. In addition to daytime use, park facilities may be used in the evenings and on weekends.
5. Purchasers are advised that the park facilities may be used in the evenings and on weekends and that during peak periods, park visitors may park upon the street in front of their home.
6. Purchasers are advised that dumping of yard waste or other household materials within Neighbourhood Park/Village Square areas is prohibited.
7. Purchasers are advised that because of their home's close proximity to a park during peak periods park visitors may park upon the street in front of their home.
8. Purchasers are advised that at this time the design and construction of the Neighbourhood Park/Village Square block(s) is not yet finalized. There may be lit/unlit play fields, walkways, play structures, splash pads and other structures etc. within these areas.
9. Purchasers and/or tenants of all lots or units are advised that the Town required the installation of chain link fencing along the mutual lot lines between residential lots or blocks and public lands,

such as parkland, open space and woodlots. This fencing is installed on Town property and is owned by the Town. The Town does not permit any alteration to this fencing, including the installation of gates.

10. Purchasers and/or tenants of all lots or units are advised that the persons who first purchase the subdivided lands after the final approval of the plan of subdivision are informed at the time the land is transferred of all the development charges related to the development to the satisfaction of Town Administration.
11. Purchasers are advised that Neighbourhood Parks may contain children's play equipment that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Neighbourhood Parks may also contain community mail boxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks.
12. Purchasers of all lots or units are advised that after assumption of the subdivision, the Town at its sole discretion may require, replace and/or remove any landscape design element on Town property including, but not limited to, decorative perimeter fencing, trail features, storm water management pond structures, irrigation, traffic island planting/signage and decorative paving.
13. Purchasers are advised that nearby park facilities will attract people from outside the area and parking on the street by park users may be a common occurrence. Subject to compliance with municipal parking regulations, this on-street parking is deemed to be a legitimate use of the public road allowance.
14. Purchasers are advised that the Town may install lighting in the park for illumination and that the illumination may be visible from the subdivision.
15. Homeowners for all lots adjacent to the Natural Heritage System are advised that a public pedestrian Trail will be constructed within the Natural Heritage System areas. The Trail alignment is not yet finalized and may be constructed directly behind your lot and pedestrians using the Trail may be visible from your lot. Some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property. Homeowners are further advised that individual gate access to the trail and Natural Heritage System from your property is prohibited. The trail may be lit, which could be visible from the subject lots.

NEIGHBOURHOOD INFORMATION MAP

1. Purchasers should be advised that the Neighbourhood Information Map for the subdivision is intended to provide general information about the neighbourhood and surrounding area. If there are any questions, homeowners are encouraged to call the Town's Planning Department during normal business hours which are 8:30 am to 4:30 pm, Monday to Friday.
2. Purchasers should be aware that the Neighbourhood Information Map is based on information provided on **October 2021** and may be revised without notice to purchasers.
3. Purchasers should be aware that the map shows that there will be several types of proposed and potential housing and building heights in the subdivision.
4. Purchasers should be aware that sites shown on the map for future schools, townhouses, parks, shopping, etc. could have driveways anywhere along their street frontage.
5. Purchasers are advised that some dwelling units are in proximity to commercial, institutional and/or school buses from which activities may at times be audible. The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow windows to be closed if necessary due to the noise.

WALKWAYS

1. The Director of Engineering may change the location of any sidewalks / walkways within the subdivision without prior notice. Purchasers/Tenants are advised that this property may have a municipal sidewalk/walkway fronting and/or flanking their property.
2. Purchasers are advised that sidewalks will be installed on both sides of the Right of Ways (streets). Purchasers will not object to the construction of the sidewalk and this clause shall not merge in the closing of this transaction.
3. Purchasers and/or tenants of units in **Blocks 5, 6, 7 & 8** are advised that they abut a Walkway Block, which will allow for public access. These walkways may be lit or unlit at certain times.
4. Purchasers and/or tenants are advised that **Block 34** is a walkway block and is consistent with the North Oakville East Trails Plan. During normal use of, and activity on, the walkway, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property

STORM WATER MANAGEMENT AND NATURAL AREAS

1. Purchasers adjacent to, or near channel blocks, and storm water management ponds are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town may not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkway and trails.
2. Purchasers and/or tenants for all lots adjacent to the Natural Heritage System, stormwater management pond and buffer blocks are advised that the Town reserves the right to install a public trail connection within these blocks. Further, purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited.
3. Purchasers adjacent to these blocks are requested to limit the use of pesticides and fertilizers to reduce adverse effects on the NHS.
4. 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. Purchasers are also advised that the Town reserves the right to install a public trail connection within this block.
5. Purchasers are advised that town-owned Stormwater Management Ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.
6. Stormwater management ponds may contain equipment and/or be subject to treatment in order to serve their required function. This equipment/treatment may render recreational activities within the pond dangerous. Swimming, skating, boating, wading and similar activities are generally not permitted within the stormwater management ponds for safety reasons.
7. Homeowners shall refrain from dumping yard waste or other household materials onto or removing vegetation from the Natural Heritage System.
8. Purchasers and/or tenants for all lots adjacent to the watercourse block or other feature regulated by Conservation Halton are advised that these features are regulated by Conservation Halton and that encroachment is not permitted and that vegetation shall not be manicured in accordance with Ontario Regulation 162/06.
9. Purchasers on **Blocks 17, 18, 20, 21, 28 & 30** are advised that their properties are subject to a municipal storm sewer drainage easement to accommodate rear lot catchbasins located on or adjacent to their lot or block. Mattamy reserves the right to change the location.

TRANSIT / PARKING

1. Purchasers are advised that North Oakville is founded on the principle of public transit as a priority and as such buses with varying frequencies of services are expected to operate throughout the neighbourhoods. Residents are expected to accept bus operations, with their associated impacts as a reality along roadways of this community. Transit infrastructure including bus stops and bus shelters may be located on municipal streets within subdivisions either as temporary and/or permanent features.
2. Purchasers are advised that there may be Transit bus routes on some streets within this subdivision with stops beside some homes. Oakville Transit reserves the right to introduce transit services and facilities such as bus stops, shelters, pads and associated amenities on any municipal rights-of-way to provide effective service coverage.
3. Purchasers are advised that public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent public parking along municipal roads except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed-use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent.

Purchasers are also advised to review the parking plan for the subdivision and to educate themselves regarding the Town's parking programs, including the North of Dundas on-street parking permits. Purchasers are further advised that on-street parking is prohibited, year-round, from 2 a.m. to 6 a.m. unless a valid permit has been obtained.

4. Purchasers are advised that driveway entrance widenings or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable.

5. Purchasers are advised that the following street(s) in the area may be designated as interim or permanent bus routes, and that bus stops and shelters may be installed along the street(s): **John, McKay Boulevard, Wheat Boom Drive.**
6. The Town of Oakville Zoning By-Law standards for this community require a minimum of two parking spaces to be provided per dwelling unit, one of which may be provided in the garage.
7. Purchasers are advised that they shall not construct, widen, remove or alter any curb cut within the road allowance of a Town road, or cause any such work to be done except with the approval of the Town.
8. Purchasers are advised that parking may be restricted to one side of the street for all roads.
9. Homeowners must take note of the available parking space(s) on their own private lot and purchase homes with knowledge that additional space for more personal/family vehicles may be limited or unavailable.
10. The width of driveway entrances is planned in a manner to accommodate on-street parking, street trees and other services. Homeowners shall not alter or remove any curb cut within the road allowance without a permit from the Town, which will generally not be issued if on-street parking, street trees or services could be impacted.
11. Purchasers are advised that designated Transit Routes, service stops and/or shelters may be erected anywhere in the future. Purchasers are further advised that these Transit Routes will eventually connect to the future developments to the east and west of this subdivision.
12. Purchasers are advised that this plan of subdivision was developed with a defined amount of on-street parking and that in order to ensure the continuance of this parking provision, no driveway widening will be permitted beyond that approved at the time the lot was developed. Exceptions may be considered by the town where driveway widening would not result in a loss of on-street parking spaces.
13. 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. The purchaser is advised to review the approved plan to determine which side of the street will accommodate on-street parking. 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 owner 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.

STREET TREES

1. Purchasers are advised that the Town of Oakville's current street tree planting standards, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree. Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision particularly on narrow building lots.
2. Purchasers and/or tenants of all lots or units are advised that street trees will be the property of the Town upon Assumption of the subdivision. During the subdivision construction process, the Town will not be replacing dead street trees as they are the responsibility of the developer to replace. Please be advised that the timing of replacements during subdivision construction is not known by the Town. Resident replacement requests received will be forwarded directly to the developer to review and address, as required.
3. Any fee paid by the Purchaser to the developer for the planting of trees on Town boulevards in front of residential units does not obligate the Town 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 Town Forester and cannot be altered.
4. Purchasers and/or tenants of all lots or units are advised that alterations to street trees or the areas around the trees are not permitted as these additions and/or alterations may be detrimental to the health and vigor of the trees.

GRADING

1. The Purchaser by signature of this Schedule is aware of and shall comply with all provisions of the subdivision agreement which specifically deal with grading.
2. Purchasers and/or tenants are advised that the homeowner's Builder is required to ensure the lot is graded to the approved lot grading plan and to have the lot grading certified prior to the reduction/release of any post lot grading securities. The Builder is to advise the purchaser once the lot has been graded to the approved plan and certification has been provided to the Town. The purchaser and/or tenant will be provided a period of time in which contest any grading issues. Should the purchaser not contest the grading certificate completed by the Builder, the purchaser will then assume full responsibility for the lot grading beyond that point. Purchasers are advised that they are not permitted to modify or alter the grading of their lot without prior written approval from the Town of Oakville.
3. Purchasers are advised that the established lot grading supports an overall drainage plan for the lands within and abutting their lot. Alterations to the established lot grading and drainage pattern may only be undertaken with the approval of the Town of Oakville. Unauthorized alterations to the established lot grading plan are prohibited by By-law
4. Purchasers and/or tenants are advised the builder is responsible for rectifying lot grading matters up until acceptance of the lot grading certification. Any lot grading issues identified once the lot has been certified and accepted by the Town/lot owner, will be the lot owners to address.
5. Purchasers and/or tenants are advised that the homeowner's builder is responsible for the timing and coordination of rectifying lot grading matters which occur prior to assumption.
6. Purchasers are advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots.
7. Purchasers and/or tenants are advised that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins.
8. Purchasers are advised that they shall not alter or interfere with the grading and drainage levels and patterns as approved by the Town, nor shall the Purchaser alter, fill, fence, stop up or allow to become clogged or fall into a state of disrepair, any rear or side yard drainage depression or swale, catch basin 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.
9. As some roof leaders from the dwelling units situated within the herein 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 Town's requirements with respect to final grading of the herein lands in accordance with the Town's lot grading policy and the grading plans approved by the town for the lands herein. Purchasers also agree that rainwater from roof leaders shall not be altered.
10. 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 or other above or below grade storm drainage works and provides an easement in favour of the Town in connection therewith. Any such easement will be in favour of the Town and will include the Town of Oakville standard easement terms applicable to the subject storm and drainage works. The easement provides the Town with rights to access to maintain/repair the catch basins if necessary. Any fence over the rear lot catch basin easement may become damaged or need to be removed if the catch basin requires maintenance or repair. If the fence becomes damaged or removed as a result of said maintenance, the Purchaser may be responsible for the cost of repair or rebuilding of the fence.
11. At the time of the execution of this agreement, the final grading plan for the property may not be finalized. The developer reserves the right to revise the location of any storm drainage works, including catch basins, providing the final location is approved by the Town.
12. Sidewalks may be installed on one side or on both sides of Right of Ways. Purchasers will not object to the construction of the sidewalk and this clause shall not merge in the closing of this transaction.
13. Purchasers are hereby notified that any sidewalk access to the home shall be at grade to the existing town sidewalk for a minimum of 1 m (3 ft) from the porch to the municipality Right of Way. The Purchaser hereby also acknowledges that any obstructions adjacent to the municipal sidewalk may be removed by the municipality solely at the homeowner's expense.
14. The grading for the Homeowner's lot is reflected on an approved Plot Plan for the lot which is to be provided to the first Homeowner by the Owner/Builder and filed with the Town.

15. The installation of pools, sheds, decks, pavement, patios, walkways, walls, gardens, landscaping, and similar matters is not permitted until after the completion of the Certification of Lot Grading process described further below.
16. Homeowners shall ensure that any work done on their lot does not alter subdivision grading or interfere with drainage patterns forming part of the Approved Plans in a manner which causes on-site or off-site impacts.
17. Homeowners shall ensure that their lot is maintained in a manner that prevents swales, drainage channels, catch basin or other drainage features described in the Approved Plans from becoming clogged or otherwise ceasing to function as designed.
18. Homeowners are responsible for the consequences of changes to grading and drainage features on their property resulting from their actions or failure to act in accordance with this section and shall correct the consequences of such actions at their own expense.
19. The requirements of this section are for the benefit of owners of adjacent lots and properties. The Town by including these provisions in this Agreement is not warranting that it will enforce these provisions on behalf of such landowners.
20. Homeowners are encouraged to check the individual grading Plot Plan for their lot provided by the Owner/Developer, the Town's Zoning By-law, and the Town's Site Alteration permit requirements, prior to the placement of any structure or alteration of grading.
21. Homeowners are encouraged to keep their copy of the Plot Plan and pass it on to future Homeowners of their lot.
22. Homeowners shall be solely responsible for maintaining the general function of the grading within their individual lots and for the consequences of any changes to the grading or drainage features within their lots.
23. Homeowners are advised that the installation of swimming pools, fences, sheds, other structures and major landscaping involving site alteration may also be subject to the provisions of Town by-laws and/or permit requirements. Homeowners are encouraged to contact the Town for assistance with applicable requirements.
24. Purchasers are advised that the installation of a private swimming pool is not permitted until the subject lot receives its necessary lot grading certification. This certification serves to confirm that the lot has been constructed according to the approved plans, including the approved lot grading plan". Once the subject lot has been certified, owners wishing to construct a pool will be required to secure the necessary permits that allow for its installation which may include modifications to the lot's grading.
25. Purchasers are advised that an overall grade control plan has been approved for this Lot and Plan of Subdivision and the approved plan may allow/provide for lot through lot drainage arrangements. The overall drainage arrangement for the lands (including the subject lot) must be maintained for the overall benefit of the area and as such, the approved lot drainage arrangement (see approved lot grading plan for this lot) shall not be altered without the review/approval of the Town of Oakville.
26. Purchasers are advised to confirm the zoning requirement for their lot prior to the placement of any structures in or along their side and rear yards. The zoning by-law should be reviewed to determine compliance and that a site alteration permit may be required. Grading alterations and/or placement/installation of any structure, including sidewalks, that impacts/alters the approved lot drainage arrangement (see approved lot grading plan for the subject lot), requires the review/approval of the Town of Oakville.

UTILITIES

1. Purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes, cable/ telecommunication pedestals and on street parking restrictions located in front of their properties within the Town's road allowance or on easements.
2. 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 along the property line of certain lots cannot be determined at this time. The developer reserves the right to revise the location of any transformers or utility boxes providing the final location is approved by the Town of Oakville.
3. Purchasers are advised that there may be a period of time after closing, where some streets may not be lit at night. Temporary poles may be placed in the front yards of some lots within the community. Mattamy will work with Oakville Hydro in order to energize all light poles on all streets as quickly as possible.

4. Purchasers and/or tenants of residential lots or units are advised that above warning clauses are draft and may be revised, once the composite utility plan and the subdivision agreement have been finalized. The developer agrees to provide the revised warning clauses to all Purchasers at that time.

SCHOOLS

1. Purchasers are advised that the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
2. Prospective Purchasers are advised that school buses will not enter a cul-de-sac and pick-up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed.
3. For the purpose of transportation to school, the residents of the subdivision agree that children will meet the bus on roads presently in existence or at another designated location determined by the Board.
4. Purchasers are advised that Catholic school accommodation may not be available for students residing in this area and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Further Halton Catholic District School Board will designate pick-up points for the children to meet the bus on roads presently in existence or other pick-up areas convenient to the Board.
5. Purchasers of lots/units abutting, fronting and adjacent to the school site designated for the Halton District School Board are advised that temporary facilities / portables may be sited on the school site in order to accommodate pupils in excess of the school building capacity.
6. Purchasers in close proximity to Neighborhood Park and Elementary School are advised that they may experience increased pedestrian and vehicular traffic associated with the Park and School. Traffic calming measures may be present on the streets in close proximity to those blocks.
7. Purchasers and/or tenants are advised that gates are not permitted to be installed along any boundary fence adjacent to any lands intended for a school.

HOT WATER HEATER

1. The Purchaser acknowledges that the Dwelling is expected to have water heated by way of a hot water heater. The hot water heater is to be rented by the Purchaser from a private company, which may be an affiliate of the Vendor.
2. The Purchaser acknowledges that it will be required to enter into a rental contract with a private company for the rental, service and maintenance of any water heater within the Dwelling, in order to have the benefit of hot water. Before purchasing the Dwelling, Purchasers should thoroughly review this rental contract to ensure that they understand the terms and conditions of such contract.
3. The Purchaser acknowledges that the hot water tank may have the ability to communicate with a specific smart home thermostat which will be made available by the Vendor and/or a private company, which may be an affiliate of the Vendor, offering smart home services and with whom the Purchaser may have to enter into a service contract for the supply or service of the thermostat. Before purchasing the Dwelling, Purchasers should thoroughly review any smart home service contracts to ensure that they understand the terms and conditions of such contracts.
4. Purchasers are hereby notified that all terms of the rental contract for the hot water heater rental to be entered by the Purchaser and the private rental company are available and will be provided before or at the same time as this Agreement.
5. The Purchaser acknowledges that the Vendor is not a representative of or agent for: (i) Fernsby Geoasset Limited, (ii) Fernsby Geothermal Limited, (iii) Fernsby Comfort Tech Limited, (iv) Fernsby Smart Home Limited, or any of their respective successors, affiliates or assigns; nor (v) any other third party with whom the Purchaser may enter into a contract for goods or services related to any HVAC System, water heater, home heating and cooling services, thermostat or smart home services. The Purchaser understands and acknowledges that the Vendor bears no responsibility or liability for the offer, acceptance, execution or performance of any such contract, nor for any representations, warranties or covenants, if any, made to the Purchaser by any other party with respect to the HVAC System, water heater, home heating or cooling, thermostat, smart home services or any matter related thereto. The Purchaser acknowledges and accepts that he or she has had the opportunity to review such contracts prior to the execution of the Agreement and to correct any errors.

6. The Purchaser acknowledges that while the dwelling systems design is currently in advanced planning stages, it is possible that certain elements of the heating and cooling systems, including the proposed rental hot water tank, may not materialize despite clauses 1 to 3 above, for reasons including, without limitation, tentative partner commitments, engineering matters, community design, government approvals, Vendor determinations as to market demand and cost and for any other reason whatsoever. In the event that a rental hot water tank is installed in the Dwelling, it will be of a type, design and scope determined by the Vendor in its sole, subjective and absolute discretion.

BLOCK SPECIFIC CLAUSES

Blocks with Chain Link Fencing: (Blocks 5, 6, 14-16)

1. Purchasers are advised that 1.2m chain link fencing will be located along the lot lines of the above-mentioned lots. The said fencing shall not be altered or removed. Furthermore, Purchasers are advised that no gates or openings will be permitted in this fencing in accordance with Town of Oakville and Conservation Halton policies. It shall be the obligation of the owner of the lot to maintain and keep in good repair said portion of the fencing situated along the lot line of the lot. Purchasers are advised and hereby put on notice to reference the attached *Schedule V*.

Blocks Adjacent to Storm Water Management Ponds: (Blocks 5-8, 14-16)

1. Purchasers are advised that an access road will be located within the Stormwater Management Pond which will occasionally be used for vehicular access for the maintenance of the Pond. This access road may be visible from your lot. Some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property.

Blocks Adjacent to Walkway Blocks: (Blocks 5-8)

1. Purchasers and/or tenants are advised that they abut a Walkway Block, which will allow for public access. These walkways may be lit or unlit at certain times.

Blocks Adjacent to Canada Post Mailboxes: (Blocks 4, 8, 23 & 25)

1. Purchasers are advised that the above-mentioned lots are planned to be adjacent to Canada post mailboxes. These locations are subject to final approval. As such, these locations are preliminary in nature and could be subject to change.

Blocks Adjacent to Future High Density Midrise/Mixed-Use/Commercial Blocks:

1. Purchasers and/or tenants of lots or units adjacent to or near **parts 5&6** are advised that **parts 5&6** are identified for higher density residential development, potentially with condominium tenure.
2. Purchasers and/or tenants for **Blocks 21, 22, 23, 26** are advised that future driveway access to the High-Density Residential Uses and/or Mixed Commercial/Residential uses to be developed within Dundas Urban Core Blocks (**parts 5 & 6**) may be from John Mackay Boulevard and/or Milland Drive.
3. Purchasers of **Blocks 21, 22, 23, 26** are advised that their properties abut lands or are in close proximity to lands which may be developed for future high density residential, commercial or mixed commercial / residential uses

Blocks Adjacent to Future Residential Development: (Blocks 1, 5, 9-13, 14, 17, 19, 26, 27)

1. Purchasers and/or tenants are advised that the development adjacent to these lots are part of a future phase and may remain vacant until the developer/builder proceeds.

Blocks Adjacent to Temporary Road (Blocks 17, 19)

1. Purchasers and/or tenants are advised that directly west of blocks 17 and 19 is a temporary road that will be removed in the future, in conjunction with the development of the lands to the west. Purchasers/tenants should expect road related noise from time to time until this road is removed.

Blocks Adjacent to 3 Storey Dwellings (Blocks 14, 17, 19)

1. Purchasers/tenants are advised that the development to the west is within their right to construct 3 storey product adjacent to blocks 17 and 19.

Blocks With Air Conditioning Provisions/Requirements:

1. **Parts 5 & 6 Dundas Urban Core**

This dwelling unit has been fitted with a forced air heating system and the ducting etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Town's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done to minimize the noise impacts and comply with the criteria of the MOE publication NPC-216, Residential air conditioning devices).

2. **Blocks 1 & 2 (easterly units) 9-13**

This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, there by 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 minimize the noise impacts and must not exceed an ARI rating of 7.6 bels.).

_____/_____
Initials



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

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

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

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

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



TOWNHOMES
UPPER JOSHUA CREEK
Schedule ‘E’ INENTORY

The Purchaser(s) has been advised and acknowledges they are purchasing an inventory home. The Purchaser(s) acknowledges and agrees that the model type and/or elevation cannot be changed and any Architect Choice Options that have been selected cannot be deleted under any circumstances. Purchaser(s) is to refer to Schedule I for terms and specifications.

The Purchaser(s) is required to provide appliance (fridge, stove, dishwasher, hood fan, microwave) specifications at time of their Design Studio appointment if the Grande Kitchen Package is applicable and selected in order to complete the Kitchen Package selection. This would only apply if the lot selected is in either construction stage A or B as referenced in Schedule I.

In the event of any conflict between this Schedule and Schedule “I”, the terms of Schedule “I” shall prevail.

The Purchaser to receive 3 Stainless Steel Appliances (Fridge, Stove & Dishwasher) as per Vendor’s Selection. The Purchaser acknowledges that when the Vendor offers the appliances as an incentive, the Purchaser does not have the option of receiving a credit for the value of the appliances, but may upgrade the appliances directly through the appliance supplier. The Purchaser understands and agrees that the Vendor reserves the right to substitute any included appliance with one of equal or greater value, without notice to the Purchaser, in case of discontinuation, or short term unavailability of the appliance, where applicable. The Purchaser further understands and agrees that the Vendor is not responsible for any upgrades purchased through the appliance supplier. In the event that the Purchaser wishes to upgrade any appliance, a credit based on the Vendor’s wholesale cost will be applied to the price of the upgraded product at the appliance supplier. Any upgrades are to be paid by the Purchaser directly to the appliance supplier. The Purchaser fully understands and agrees that the Purchaser is solely responsible for advising the Vendor of any changes in appliance specifications and dimensions. Neither the Vendor nor the appliance supplier will be responsible for any upgraded appliances that do not fit in the allocated kitchens. Cabinetry, gas lines and rough-ins are not included and must be arranged through the Vendor.

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

The Purchaser is aware that this is a firm and binding Agreement of Purchase and Sale and the Purchaser understands and agrees that it is waiving the condition on Financing and 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.

Purchasers are advised, and Purchasers acknowledge and agree that, if the kitchen in the Dwelling comes with standard hardwood flooring, Purchasers will not be permitted, at any time, to alter or change the flooring in the kitchen. There will be no permitted upgrades, modifications or changes to the hardwood flooring in the kitchen at any time. For example, the Purchaser understands and agrees that he or she will not be permitted to upgrade to tile or any other type of flooring in the kitchen at any time.

The Purchaser is advised that due to construction timelines, if applicable, the Purchaser’s design appointment may take place within a few days 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) of this Agreement provides that the Purchaser(s) are to pay (as an increase to the Purchase Price) for the installation, connection, energization or inspection of services or meters, boulevard landscaping (which may include tree planting). The Vendor and Purchaser agree that all of these costs will be capped at \$1,830.00 plus applicable taxes.

Schedule 1, Section 8(c) of this Agreement provides that the Purchaser(s) are to pay (as an increase to the Purchase Price) for any increase in any existing or new levies. The Vendor and Purchaser agree that these costs will be capped at \$5,000.00.

Disclaimer: The Purchaser acknowledges and agrees that if hardwood flooring is installed in the kitchen of the Dwelling, such hardwood flooring may require additional maintenance by the Purchaser. The Purchaser acknowledges and agrees that the hardwood flooring may be subject to buckling or cupping, due to the weight of certain items in the kitchen such as an island, fridge, stove and dishwasher. The Purchaser further acknowledges and agrees that due to the higher frequency of water usage with a sink and dishwasher located in the kitchen, the hardwood flooring will be subject to more frequent water spots and harm due to water exposure. The Purchaser is responsible to monitor and regulate humidity levels within the Dwelling to also minimize the development of squeaks and gaps in the hardwood flooring. The Purchaser acknowledges and agrees that squeaks and gaps may develop in the hardwood flooring with seasonal changes and these are normal characteristic of hardwood flooring. Variances in colour, grain and shade uniformity are natural characteristics of hardwood flooring. Due to variances in manufacturing and time of installation, colour matching to showroom samples is not guaranteed.

*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



SCHEDULE “I”
INVENTORY / MODEL HOME

The Purchaser(s) acknowledge(s) and agree(s) that notwithstanding the provisions of this Agreement of Purchase and Sale (the “**Agreement**”), including but not limited to the provisions of Schedule “A”, the Dwelling purchased hereunder may be a Vendor’s Inventory Home and as such, the Purchaser acknowledges that the Dwelling is already under construction. **In the event of any conflict between this Schedule and Schedule “A”, the terms of this Schedule shall prevail. The Purchaser acknowledges and agrees that even in the event of a discontinuation of a product or other circumstances requiring new selections, the Design Studio will not be contacting the Purchaser and the Design Studio will instead proceed on its own with a reselection.** Applicable stage of construction of the Dwelling is noted below and hereby acknowledged by the Purchaser. In addition, the Purchaser hereby acknowledges and agrees, without limitation, to the stage-specific matters as further set out below:

STAGE OF CONSTRUCTION:

A.

DWELLING IS BETWEEN BUILDING PERMIT APPLICATION SUBMISSION (INCLUDING DEVELOPMENT CHARGE PAYMENT) AND PERMIT ISSUANCE

The Dwelling is “in production” as it is presently **between Building Permit Application Submission (including development charge payment) and Permit Issuance and construction start**, and the Purchaser acknowledges and agrees that any changes to the model type or elevation, or any structural changes or modifications to the Dwelling are **not** permitted. Examples of structural changes that are not permitted may include but are not limited to: changes to the layout and Architect’s Choice Options. Purchasers are required to provide appliance (fridge, stove, dishwasher, hood fan, microwave) specifications at time of their Design Studio appointment if the Grande Kitchen Package is applicable and selected in order to complete the Kitchen Package selection.

B.

DWELLING IS BETWEEN PERMIT ISSUANCE AND CONSTRUCTION START

The stage of construction of the Dwelling is presently **between permit issuance and construction start** and therefore, and the Purchaser acknowledges and agrees that in addition to all the limitations listed under stage A, the following types of changes are also not available double sinks in bathroom vanity (if applicable), AMP service and Stair material.

C.

DWELLING IS BETWEEN CONSTRUCTION START AND DRYWALL COMPLETION

The stage of construction of the Dwelling is presently **between construction start and drywall completion** and therefore the Purchaser acknowledges and agrees that in addition to all the limitations listed under Stage A and B, changes can be made to HVAC, Electrical, Plumbing, Cabinet modification (kitchen package impacting appliance locations and sizes, a la carte modification to kitchen options that impact electrical, mechanicals or plumbing), cabinet specification (including door style & colour, options and package), ceiling modifications (smooth ceilings, coffer or waffle ceilings), railing system selection or shower modifications (glass shower) pending on model, elevation, lot, product and timeline allowance. Purchaser must adhere to cabinet cabinet openings provided for future appliance purchase.

D.

DWELLING IS BETWEEN DRYWALL COMPLETION AND CLOSING

The stage of construction of the Dwelling is presently **between drywall completion and closing, therefore all selections have been previously made and selection is not available to the Purchaser.** The Purchaser acknowledges and agrees that the Purchaser will **not** be permitted to make any interior colour or material selections for the Dwelling. The Purchaser acknowledges and agrees that he or she accepts the colours and materials as selected/installed.



Schedule 'M'

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

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

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

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



Schedule 'P'

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser Initials

Purchaser's Consent to disclosure of contact information

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

Purchaser Initials



Schedule 'Q'

Purchaser's Acknowledgement

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

March 22, 2021

_____/_____
Initials

Statement of Critical Dates

Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: *Home buyers are encouraged to refer to the Home Construction Regulatory Authority’s website www.hcraontario.ca to confirm a vendor’s licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion’s website: www.tarion.com for important information about all of Tarion’s warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.*

VENDOR

Mattamy (Joshua Creek) Limited

Full Name(s)

PURCHASER

Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the ____ day of _____, 20____.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as:

the ____ day of _____, 20____.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as:

the ____ day of _____, 20____.

If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as:

the ____ day of _____, 20____.

2. Notice Period for a Delay of Closing

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser’s consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than:

(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than:

(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

the ____ day of _____, 20____.

the ____ day of _____, 20____.

3. Purchaser’s Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on:

the ____ day of _____, 20____.

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: *Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).*

Acknowledged this ____ day of _____, 20____.

VENDOR: _____PURCHASER: _____

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	Mattamy (Joshua Creek) Limited		
	Full Name(s)		
	48154	433 Steeles Avenue East Suite #110	
	HCRA Licence Number	Address	
	(905) 469-6238	Milton	ON L9T 8Z4
	Phone	City	Province Postal Code
		sls_oakville@mattamycorp.com	
	Fax	Email*	

PURCHASER	Full Name(s)		
	Address	City	Province Postal Code
	Phone		
	Fax	Email*	

PROPERTY DESCRIPTION

Municipal Address
City Province Postal Code
Part of Lot 9, Concession 1, North of Dundas Street (geographic township of Trafalgar) Town of Oakville, Regional Municipality of Halton
Short Legal Description
Number of Homes in the Freehold Project _____ (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. ☒ Yes ☐ No
If yes, the plan of subdivision is registered. ☐ Yes ☒ No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ☒ Yes ☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: ☒ Yes ☐ No
(i) water capacity; and (ii) sewage capacity to service the Property.

If yes, the nature of the confirmation is as follows: _____
Capacity confirmed through the implementation of the 2020 Halton Region Allocation Program
If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: _____

- (c) A building permit has been issued for the Property. ☐ Yes ☒ No
(d) Commencement of Construction: ☒ has occurred; or ☐ is expected to occur by the 15 day of July, 2022.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.**

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

Freehold Form (Tentative Closing Date)

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

Freehold Form
(Tentative Closing Date)

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

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

Freehold Form (Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

Freehold Form (Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

Freehold Form (Tentative Closing Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

Freehold Form
(Tentative Closing Date)

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

**Freehold Form
(Tentative Closing Date)**

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

Freehold Form

(Tentative Closing Date)

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

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

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

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

Warranty Information for New Freehold Homes



This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed Information visit **tarion.com** and log into our online learning hub at **www.tarion.com/learning 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: **www.tarion.com/learninghub**

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 date of possession and provides up to a maximum of \$300,000 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 the 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 or materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work or 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.

Continued...

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 cpg.tarion.com.

Important Next Steps

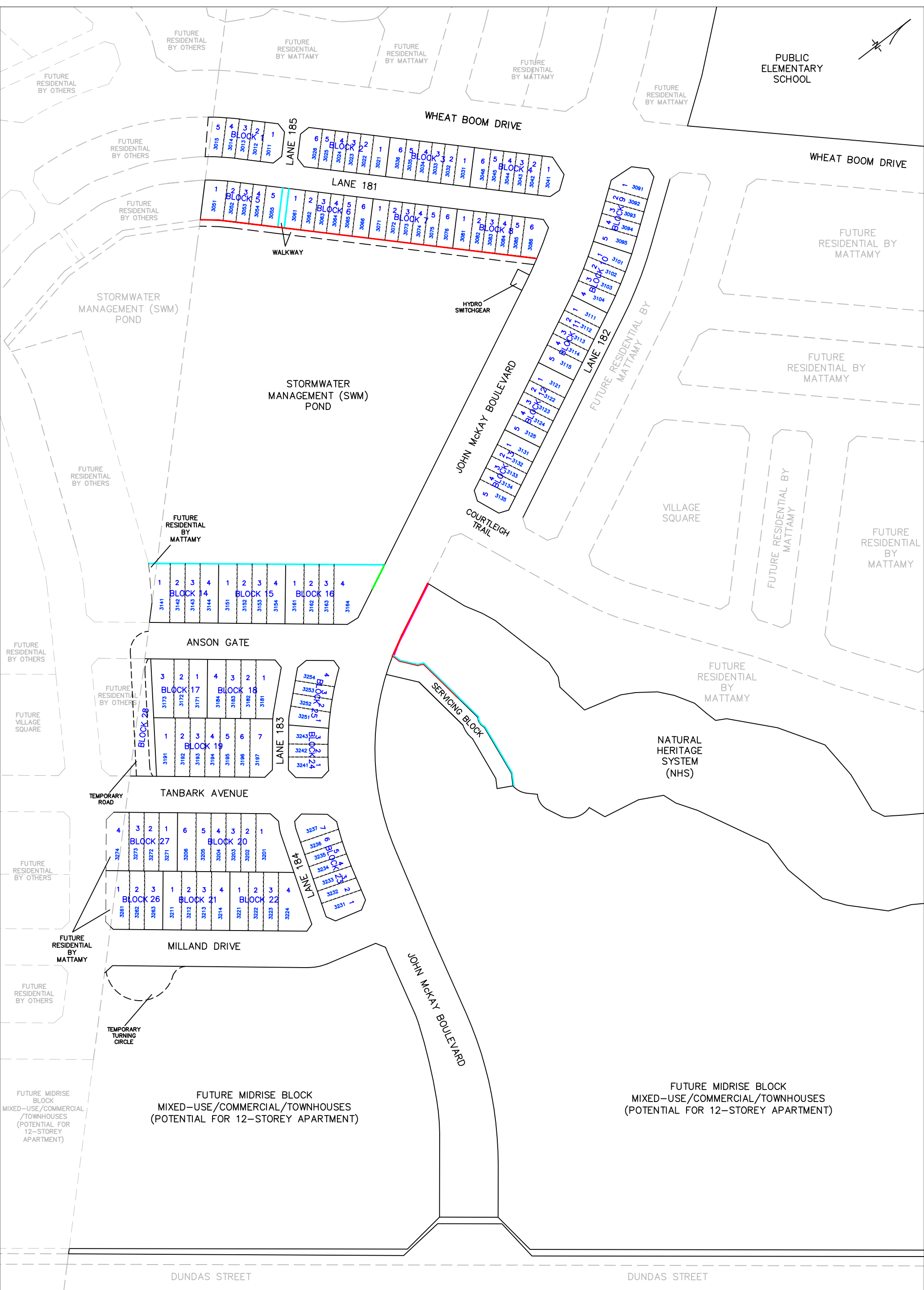
- 1. Visit Tarion’s website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
- 2. Prepare for your pre-delivery inspection (PDI). Visit Tarion’s website for helpful resources, including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

Initials



Schedule 'V'
Joshua Creek Phase 3

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/bus yards 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.

INITIALS:

____ / ____

- 1.2 m Chain Link Fence
- Retaining wall
- Privacy Fence
- Decorative Metal

November 16, 2021



Schedule 'Z'

RENTAL WATER HEATER ACKNOWLEDGMENT

The Purchaser acknowledges and agrees that, unless the Vendor otherwise determines pursuant to Schedule C:

1. The Dwelling will initially be equipped with a rental water heater (the "**Equipment**") owned and supplied by another party selected by the Vendor (the "**Supplier**").
2. The Supplier will offer the Purchaser the opportunity to enter into a rental agreement for the Equipment (the "**Service Agreement**"), which will require monthly payments to be made by the Purchaser to the Supplier in exchange for the rental and use of the Equipment for hot water in the Dwelling. The Supplier has advised us that under the Service Agreement, the Purchaser would be required to pay to the Supplier for such rental the amounts described in the forms of Service Agreement which have been provided to the Purchaser for review. The exact rental prices depend on the type and model of Equipment installed in the Dwelling, and may change over time as set out in the Service Agreement.
3. After reviewing the Service Agreement offered by the Supplier, the Purchaser will have the choice to accept or reject the Supplier's Service Agreement. The Purchaser acknowledges that the Dwelling is being sold as a package together with the rental Equipment and the Service Agreement, and that if the Purchaser rejects or cancels a Service Agreement, the Vendor may decline to enter into this Agreement of Purchase and Sale for the Dwelling.
4. At the earlier of Interim/Occupancy Closing (if applicable) and Closing, if the Purchaser accepts the Supplier's Service Agreement, the Purchaser shall commence making monthly payments ordinarily charged by the Supplier for the length of the term in accordance with such Service Agreement.
5. If requested by the Vendor or its solicitors, upon acceptance by the Purchaser of the Supplier's Service Agreement, the Purchaser agrees to sign the Supplier's Service Agreement and deliver to the Vendor or its solicitors such executed Supplier's Service Agreement, together with any preauthorized payment forms, personal identification and void cheques as the Supplier may require for the monthly payments to be made pursuant to the Supplier's Service Agreement. The Purchaser also agrees to execute and deliver any documents reasonably requested by the Vendor or the Supplier to reflect the Purchaser's acceptance of the Service Agreement. Failure by the Purchaser to execute and deliver any of the foregoing shall be a default under this Agreement of Purchase and Sale for the Dwelling.
6. The Vendor is not, and shall not be, an agent, representative or partner of the Supplier for any purpose.
7. The Purchaser authorizes the disclosure of their personal information to the Supplier for the purpose of offering the Service Agreement.

February 1, 2022

_____/_____
Initials

1. Description of Customer and Home

Name(s): _____

 Phone No.: _____

 E-Mail: _____

 Address (prior to the occupancy of your new Home):

Rental Service Location (the new Home):
 Lot: _____
 Legal _____
 Description: _____
 Marketing _____
 Reference No.: _____

2. General

This Residential Water Heater Rental Agreement (the “**Agreement**”) is a legal agreement entered into between Fernsby Comfort Tech Limited (the “**Supplier**”) and you, our rental customer (“**you**”, “**your**” or “**customer**”) in respect of the rental water heater described in Schedule “A” – **Equipment Specifications and Rental Rate** (the “**Water Heater**”), installed or to be installed in your home at the Rental Service Location indicated above (the “**Home**”). In this Agreement “**we**”, “**our**” and “**us**” means the Supplier and/or our authorized service providers. If more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement.

3. Term

The term of this Agreement (the “**Term**”) starts on the earlier of the first occupancy, or the closing date of the purchase, of the Home (the “**Start Date**”) and unless this Agreement is terminated early as provided for in this Agreement, will expire on the earlier of: (i) the last day of the 180th full calendar month following the Start Date; and (ii) the end of the Water Heater’s Useful Life (defined below), unless terminated earlier by you pursuant to Section 10 – **Your Termination Right and Buy-Out Option** or Section 11 – **Termination by You for Supplier’s Breach** or by us pursuant to Section 12 – **Termination by Supplier for Your Breach**. After the Term of this Agreement has expired or is terminated early, we will not be required to supply, service or maintain, and you will not be required to rent, any replacement equipment. If you want to change the Water Heater or rent additional equipment during the Term, a new agreement will be required to replace this Agreement and a new rental rate will be calculated. Notwithstanding the expiration of the Term or earlier termination of this Agreement, all of your obligations that existed prior to the expiration of the Term or earlier termination of this Agreement shall survive until fully satisfied, as determined by us. The “**Useful Life**” ends when we determine in our reasonable discretion that the expected cost to repair and maintain the Water Heater for the remainder of the period expiring 180 full calendar months after the Start Date (the “**Remaining Term**”), exceeds the value of the future rental payments that would otherwise be due for the Remaining Term, with the result that it is no longer commercially reasonable for us to repair the Water Heater, having regard to its age, the cost of repair, the remaining rental payments or other relevant factors, and notice of such determination is given to you.

4. Supplier’s Commitment

In consideration of the Rental Rate (see Section 5(a)) paid by you, we agree:

- (a) the Water Heater delivered under this Agreement will not be used or reconditioned upon installation;

 (b) to cause the Water Heater to be installed. All normal installation costs will be included within the monthly Rental Rate;

 (c) to provide service or repair of the Water Heater during its Useful Life with no service charges or part replacement charges except: (i) if you fail to comply with your commitments as set out in Section 5; (ii) if you (or a third party not authorized by us) alters, modifies, adjusts, damages, services, repairs, moves or disconnects the Water Heater; (iii) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended

or unauthorized purpose, including non-residential purposes; (iv) where venting, piping, wiring, ducting and/or electrical services require cleaning, repair or replacement, or installation, including to meet applicable laws or installation requirements; or (v) as described below. Our 24-hour per day, 7-days-per-week emergency phone number is 1-833-FERNSBY (1-833-337-6729). You can also reach us by e-mail at comforttech@fernsby.com; and

- (d) that you and/or any condominium corporation of which your Home is a part (the “**Condo Corp**”) will own any related piping, venting, wiring or ducting we install at the Home, unless it is expressly itemized and included within the rented Water Heater. We are not required to remove these items after this Agreement ends and have no responsibility for them before or after the Water Heater is removed.

Our commitment specifically does not cover any costs of diagnosis, service, maintenance, repair, parts, replacement or adjustment to the extent that/in respect of, or otherwise cover:

- (e) repairs needed as a result of abuse, tampering, alterations or repairs by persons other than us;

 (f) repairs needed as a result of accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightening, explosion, earthquake, tornado, flood, storm, acts of war or other insurable risks;

 (g) the household or building electrical fuse or breaker required for the Water Heater is blown;

 (h) the Water Heater has been turned off;

 (i) renovation related work;

 (j) the costs of redecoration and restoration costs required as a result of any work performed in connection with this Agreement, including, but not limited to, wall coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects. If it is necessary for us to dig on your property in connection with work performed in connection with this Agreement, we will fill any holes and leave the ground level or mounded, but we will not restore the original surface or construction, including upgrades or the cost of construction, carpentry, or other modifications made necessary by the Water Heater;

 (k) loss or damage to property caused by the heating, cooling, appliance, natural gas, electrical, plumbing or drains systems breaking down (e.g., damage to furniture caused by water leaks);

 (l) repairs needed as a result of lack of reasonable maintenance (e.g., pipe bursts due to cold weather or inadequate heating within the home or equipment failure due to a lack of regular filter replacement);

 (m) service or repairs that are related to design of the Water Heater, including improper design or size for the intended use or size of the Home, or any modification to the Water Heater unless performed by us under this Agreement;

 (n) failure, suspension, disconnection or defect of your or any third party’s systems, equipment or services or any plumbing, electrical, gas, water or sewer systems, equipment or services, including any loss or damage to the Water Heater caused by, or service or repairs to the Water Heater which are necessary as a result of, any such failure, suspension, disconnection or defect or any act or omission of any provider of such services;

 (o) electronic, computerized or energy management systems or devices;

 (p) providing for or closing access to covered items;

 (q) service, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage. Loss or damage due to chemical, sedimentary or scale build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the Water Heater, failure to keep the Water Heater and all filters, vents and openings clear of snow, ice and other obstructions, rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, tornado, soil movement, windstorms, hail, theft,

negligence (other than by us), intentional acts (other than by us), riot, accidents (other than caused by us), pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use;

- (r)preventative maintenance other than to the extent noted above;
- (s)if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. In such situations, we cover only diagnostic work;
- (t)consumable items, including but not limited to filters and fuses;
- (u)where venting, piping, wiring, plumbing, ducting and/or electric services require cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements;
- (v)if you fail to maintain the Water Heater in accordance with the requirements set out in Section 5(f);
- (w)for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or
- (x)if you fail to notify us as described in Section 5(g).

If, after installation, building or other code violations are discovered before or during the diagnosis or repair of the Water Heater, we will not be required to repair or service the Water Heater until the necessary corrective work is completed at your own expense. If additional costs are incurred in order to comply with local, provincial, or federal law, or with any applicable Condo Corp by-laws, we shall not be responsible for that additional expense and you shall pay for same. We are not responsible for service or repair of the Water Heater when permits cannot be obtained and we will not pay any costs relating to permits.

Our commitment does not cover any service involving hazardous or toxic materials, asbestos, lead or, unless required as part of included service or repairs, the disposal of refrigerants or contaminants.

We are not responsible for insufficient water flow in or due to existing plumbing design or clogged piping or the presence of snow or ice. We are not responsible for any natural gas or electricity connection or distribution or any inability to supply the Water Heater with natural gas or electricity.

5. Customer’s Commitment

In consideration of receiving and using the Water Heater, you agree that:

- (a)You will pay your charges billed under this Agreement when due, including the applicable monthly rental rate for the Water Heater as indicated in Schedule “A” – **Equipment Specifications and Rental Rate** (the “**Rental Rate**”). The Rental Rate is subject to change in accordance with Section 5(d), and may be pro-rated for any partial calendar month at the beginning or end of the Term. You agree to pay HST and any other taxes payable in connection with this Agreement.
- (b)You will promptly inform us of any change in: (i) your mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information you provided us promptly after such change is made.
- (c)Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider or your Condo Corp, if any. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non-sufficient funds (“**NSF**”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill, or if not indicated, within 20 days. If your charges are included on your utility bill, the due date and late payment rate will be as set out in the utility’s conditions of service or as approved from time to time by the Ontario Energy Board.
- (d)The monthly Rental Rate on the date of this Agreement is the amount indicated in Schedule “A” – **Equipment Specifications and Rental Rate**. You will be responsible for paying the Rental Rate from the Start Date or, if you are not the original owner or occupant of the Home, from the date you first occupied or purchased the Home. You agree that we may increase the Rental Rate on January 1 of each calendar year (starting January 1,

2024) by the lower of 3% or the percentage increase to CPI plus 1%. For the purposes of this Agreement, “**CPI**” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.

- (e)You will provide us with timely access to the Water Heater and your Home whenever required by us to perform our obligations or exercise our rights under this Agreement, including for purposes of inspection, diagnosis, data collection, maintenance, repair or removal of the Water Heater or any connected systems or equipment.
- (f)You will use the Water Heater safely and responsibly, and in particular you will: (i) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater; (ii) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation; (iii) ensure that the vents and openings are kept clear and clean and are otherwise kept well-maintained by you; (iv) comply with all maintenance requirements set out in any manual or information sheet that you may receive from us or from the Condo Corp (if any) or the Water Heater manufacturer from time to time; (v) inspect the area around the Water Heater on a regular basis for any sign of water leakage; (vi) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage; (vii) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective; (viii) ensure that the Water Heater and all filters, vents and openings are kept clear of snow, ice and other obstructions; and (ix) obtain our approval before you connect any add-on equipment. We are not responsible for the installation or maintenance of any add-on equipment, or for any damage caused by or to this add-on equipment or the Water Heater if the damage occurred because of the add-on equipment.
- (g)You will notify us promptly if the Water Heater breaks down or is damaged.
- (h)You will not permit anyone but us to service, repair, modify, move or disconnect the Water Heater.
- (i)You will be responsible for any damage to, or loss of, the Water Heater, including if caused by you or third parties, unless caused by us or is otherwise part of our commitment described above. You will also be responsible for any damage to, or loss of, the Water Heater if caused by fire, flood, accident or other insurable risks.
- (j)You will maintain in good working order the plumbing and pumping systems supplying water to and from the Water Heater and the ancillary piping, venting, wiring and electrical systems and if applicable gas systems that relate to, connect to or serve the Water Heater, and if applicable will allow the Condo Corp and its agents to take such steps as are necessary to maintain in good working order its equipment and systems which are connected to the Water Heater.
- (k)You will not tamper with any plate(s), tag(s) or sticker(s) identifying the Water Heater as rented equipment owned by us.
- (l)If you sell, lease or otherwise transfer the Home, you will, in addition to your obligations in Section 9 – **Sale of Your Home**, advise us in advance and advise the transferee that the Water Heater is rented pursuant to this Agreement.
- (m)At the end of the Water Heater’s Useful Life, you are not obligated to rent and we are not obligated to supply a replacement water heater, unless we mutually agree at the time pursuant to a new agreement.
- (n)If the Water Heater is gas-fired, you are required by law (including s. 15 of O.Reg. 212/01), as the user of the Water Heater, to ensure that it is maintained in a safe operating condition. In the event that a service or repair is required please call 1-833-FERNSBY (1-833-337-6729).
- (o)This Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns.

6. Ownership of Water Heater

During the Term, the Water Heater remains the property of the Supplier or its assignee and although it may be affixed to the Home, is not intended to become a fixture. Following the expiration or early termination of the Term (other than pursuant to Section 11(ii) – **Termination by You for Supplier's Breach**), provided all payments owing to us have been paid in full (including any applicable Buy-Out Amount), you will automatically acquire ownership of the Water Heater and no additional charge, it will legally become your property on an as-is, where-is basis without representation or warranty, and you will assume responsibility for the Water Heater and its repair and maintenance. Other than as described immediately above, this Agreement does not transfer to you any title to the Water Heater. To protect our rights to the Water Heater, you acknowledge that we may register notices of security or ownership as we deem appropriate, including on title to the Home. You agree to assist in protecting our ownership interest in the Water Heater and in protecting against any claims to it by signing and providing any further documents or guarantees we may reasonably require for this purpose. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

7. Personal Information About You and the Water Heater

You agree that we, and our service providers and affiliates, may collect, use, retain, disclose and otherwise process your personal information as reasonable and appropriate for the purposes of performing or facilitating performance of this Agreement, pursuant to any privacy notices provided to you (including the "Privacy Notice – Residential HVAC & Water Heater Rentals"), and/or any consents provided by you (express or implied, in accordance with applicable laws), from time-to-time during the term of this Agreement. We will handle such information in accordance with applicable privacy and data protection laws. Without limiting the above, you agree that: (i) we may collect information that you provide directly to us or our service providers and affiliates, as well as usage data that is transmitted automatically to us or our service providers and affiliates by the Water Heater and related devices/equipment (e.g. thermostats); and (ii) if you are billed by a local utility or another Supplier service provider, you authorize the Supplier and such utility or other Supplier service provider to exchange information about your Water Heater and account, including information regarding any charges and payments. You further understand and agree that we may exchange information about you and the Water Heater and related devices/equipment with any service provider, subcontractor or Condo Corp, as needed to maintain in good working order the Water Heater or related equipment, devices and systems that are connected to the Water Heater. You agree that we may request additional or updated consent(s) to collect, use, retain, disclose or otherwise process your personal information for reasonable purposes related to either party's rights, entitlements or obligations under this Agreement, at any time during the term of this Agreement, and you shall not unreasonably withhold such consent. For clarity, nothing herein is intended to limit our rights or ability to collect, use or disclose personal information without your knowledge or consent where permitted or required by applicable laws, including applicable privacy and data protection laws as amended from time-to-time. Furthermore, we may collect, analyze, use and disclose non-personal and aggregated data respecting usage, operation and performance of the Water Heater, which cannot be used to identify you, as we may consider appropriate, in our discretion.

8. Removal and Disposal

If the Term has expired or if the Water Heater has reached the end of its Useful Life and we are not installing replacement equipment and you wish us to disconnect and/or dispose of the Water Heater, you should contact us by calling 1-833-FERNSEBY (1-833-337-6729). We may at our discretion agree to do so provided you pay our then current fees for removals or disconnections. We are not responsible for replacing the Water Heater or re-connecting any part of the Water Heater or other equipment, venting, piping, wiring or ducting, nor are we responsible for any of such ancillary items.

9. Sale of Your Home

If you sell or otherwise transfer the Home, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the Home. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale, or other transfer, provided that (i) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement, (ii) you or your representative advise us in advance of the transferee's name and the intended date of sale or other transfer, (iii) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer, (iv) the transferee agrees in writing or by conduct to assume your obligations under this Agreement, and (v) you have paid us all amounts owing under this Agreement. Unless and until these conditions are satisfied, or unless the Supplier otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information

requests relating to your account made by or on behalf of the transferee. We may also accept performance of your obligations (including payment obligations) from other parties (such as tenants) but will not be required to do so.

10. Your Termination and Buy-Out Option

You have the option (the "**Buy-Out Option**") to terminate this Agreement at any time after the Start Date if you provide us with 30 days' written notice of your intention to terminate this Agreement and pay the Buy-Out Amount calculated in accordance with Schedule "B" (the "**Buy-Out Amount**"). Once payment has been received by us for the Buy-Out Amount plus any applicable taxes, and any outstanding Rental Rates and other outstanding charges, this Agreement will terminate and you will have no further obligation to pay rent and we will have no further obligation to you. When you exercise your Buy-Out Option, you accept the Water Heater in "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume responsibility for the Water Heater and its repair and maintenance.

11. Termination by You for Supplier's Breach

If we fail to meet any of our material obligations under this Agreement, and we do not remedy such failure or damage within 60 days after receiving a written notice of default from you, we agree that you may terminate this Agreement upon a further written notice to us, in which event we may, at our option, either (i) transfer the Water Heater to you, in which case it will legally become your property on an as-is, where-is basis without representation or warranty, or (ii) remove the Water Heater from the Home at our cost (and you will provide us access to the Home after termination for this purpose), in which case we are not responsible for replacing the Water Heater, providing any other water heating options, or re-connecting any other equipment, venting, piping, wiring or ducting, nor are we responsible for any of such ancillary items. You understand that in such event it will be your sole responsibility to ensure that the Home has sufficient hot water.

12. Termination by Supplier for Your Breach

If (i) you fail to meet any of your obligations (including payment obligations) under this Agreement, or you damage the Water Heater, and do not remedy such failure or damage within 60 days after receiving a written notice of default from us, or (ii) you sell or otherwise transfer the Home without complying with Section 9 – **Sale of Your Home**, you agree that we may terminate this Agreement, and charge you a termination fee equal to the Buy-Out Amount applicable as of the termination date, as liquidated damages and not as penalty. You agree that the Buy-Out Amount is a reasonable pre-estimate of our damages in connection with such termination. You will also be responsible to pay all outstanding amounts owing pursuant to this Agreement prior to the termination. Upon payment of the Buy-Out Amount and such other amounts, you will automatically acquire ownership of the Water Heater, it will legally become your property on an as-is, where-is basis without representation or warranty, and you will assume responsibility for the Water Heater and its repair and maintenance. This Section shall survive until such time as all payments owing have been paid in full.

13. Warranties

Subject to you carrying out your obligations under this Agreement (including those under Section 5 – **Customer's Commitment**) and subject to the limitations set out under Sections 4(e) to 4(x) – **Supplier's Commitment** and Section 14 – **Limitation of Liability**, we warrant that the Water Heater will provide heated water for the Term, reasonable wear and tear excepted. However, we make no warranty or guarantee regarding whether the design, size, model or functionality of the Water Heater is suitable for you or for your intended use or for the size or requirements of the Home. We are not the manufacturer of the Water Heater and we make no representations, warranties or covenants as to its performance except as expressly set out herein or those which are given by law and which you can not waive. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.

14. Limitation of Liability

We will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform. In any event, our total liability to you for any and all claims, causes and actions, both before and after the expiry or termination of this Agreement, is limited to the remaining value from time to time of the Water Heater.

15. Indemnity

You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason.

16. Insurance

You are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

17. Assignment

We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without your permission. We will notify you of any such transfer, assignment, or disposition by notice in bill inserts, by letter or by any method permitted by law. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent (see Section 9 – **Sale of Your Home**).

18. Invalidity of Provision

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision will be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

19. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

20. Entire Agreement and Amendments

You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law in which case you will have the option to not accept such amendment and retain this Agreement unchanged.

21. How to Contact Us

You may contact us as follows:

Fernsby Comfort Tech Limited
66 Wellington Street West, TD Bank Tower
Suite 5500, PO Box 97
Toronto, Ontario, M5K 1G8
Attention: Customer Operations
Tel: 1-833-FERNSBY (1-833-337-6729)
Website: fernsby.com
E-mail: comforttech@fernsby.com

We may contact you using the address, phone number or email set out in Section 1, or using any other contact information that you may provide to us from time to time. If your contact details change, you must notify us immediately.

Dated as of the ____ day of _____, 202__.

By signing below, you acknowledge that you have had an opportunity to review this Agreement, to correct any errors, and to accept or decline the terms hereof. You confirm there are no errors and you accept the above terms.

Customer Signature

Name:

Date:

Customer Signature

Name:

Date:

Customer Signature

Name:

Date:

Signature of Fernsby Comfort Tech Limited

Name: Dan Barak

Title: Authorized Signatory

Schedule “A” – Equipment Specifications and Rental Rate

Water Heater Specifications:	150,000 BTU/h Energy Star certified tankless water heater
Initial Calendar Year (2023) Rental Rate	\$39.95/month
HST on initial calendar year (2023) Rental Rate	\$5.19/month
TOTAL (including HST)	\$45.14/month

Rental Rate is subject to escalation per section 5(d).

Schedule “B” – Buy-Out Amount

Period in which Termination Occurs	Buy-out amount (excl. taxes)
Before Closing Date	\$4,226.48
1st Year of Term	\$3,992.29
2nd Year of Term	\$3,867.61
3rd Year of Term	\$3,730.33
4th Year of Term	\$3,579.20
5th Year of Term	\$3,412.80
6th Year of Term	\$3,229.60
7th Year of Term	\$3,027.91
8th Year of Term	\$2,805.84
9th Year of Term	\$2,561.36
10th Year of Term	\$2,292.18
11th Year of Term	\$1,995.83
12th Year of Term	\$1,669.55
13th Year of Term	\$1,310.33
14th Year of Term	\$914.83
15th Year of Term	\$479.40
End of Term	\$0.00

Privacy Notice – Residential HVAC & Water Heater Rentals

This Privacy Notice – Residential HVAC & Water Heater Rentals (“Notice”) describes the personal information handling practices of Fernsby Comfort Tech Limited (the “Company”) in connection with the rental of residential heating ventilation and air conditioning (“HVAC”) systems, water heaters, and related equipment (including thermostats purchased or rented from the Company or any of its affiliates), as well as ancillary fittings, parts and connections supplied by the Company in connection with such systems and equipment (collectively the “Equipment”).

Collection and use of personal information and other data

The Company and its affiliates collect contact information from individuals (i.e., name, address and email address) for the purposes of communicating with them regarding homes purchases and Equipment rentals, including to send marketing messages that prospective homeowners have consented to receive.

In addition, the following information (collectively the “Data”) is collected in connection with the Company’s rental, supply and maintenance of Equipment:

- Contact information (i.e., name, address and email address), which is used to communicate with rental customers and verify identity in the event of a request for account information (whether received by telephone, email or online);
- Electronic signatures of customers on rental contracts;
- Information provided by builders to facilitate installation and activation of the Equipment, including individuals’ names, contact information, forecasted closing dates, occupancy dates, and signed equipment rental agreements;
- Information required for billing and payment purposes, including identity information as well as credit card and banking information, which may be collected and processed on the Company’s behalf by Enbridge Gas Inc., another utility, an affiliate of the Company, or another billing agent (each a “Billing Agent”) for the purposes of billing and collecting payments;
- Information regarding rental customers’ Equipment and accounts, including charges incurred and payments made by such customers, which may be collected directly by the Company or provided to the Company by a Billing Agent), for the purposes of allowing the Company to manage customers’ accounts, supply services pursuant to applicable rental contracts, review information regarding customers’ bill payments, or otherwise manage the Company’s relationship with its customers;
- Data transmitted automatically to the Company or its affiliates and service providers by the Equipment (collectively “Usage Data”), which is used to support maintenance and servicing of the Equipment, including: (a) Data collected by the HVAC system and related equipment (including thermostats), including information regarding thermostat set points, system performance (e.g. operating temperatures and pressures) and other system diagnostic data (e.g. power consumed and run time) and thermostat data, and (b) Data collected automatically by the water heater system, including information regarding

natural gas and/or electricity consumption, water set points, amount of water consumed, and equipment diagnostic data such as scale build up and run time;

- Information regarding the Equipment and usage of the Equipment that is collected by service technicians who perform on-site diagnostics and servicing, which is collected, analysed and used to improve the Company's products and services; and
- Other information that individuals provide to the Company and its affiliates or service providers from time-to-time in the course of communications, including when such persons contact the Company with questions, concerns, service requests, or customer service enquiries. Without limiting the above, customer service calls may be recorded for training and quality control purposes.

The Company may also use rental customers' contact information and Usage Data for marketing purposes and future sales, unless the customer has informed the Company that they do not want their information used for such purposes (see below under "**Contact us**"). For example, the Company may use such information to offer upgrades that may benefit the customer based on their Usage Data, and/or to send information regarding other products and services offered by the Company or its affiliates to the extent permitted by applicable laws.

The Company may also use the Data for other purposes as permitted or required by applicable laws, including (without limitation) for the purposes of investigating a potential breach of law or contract.

Disclosure of personal information and other data

The Company shares the Data with the following third parties, for the purposes described above:

- Data is shared with Billing Agents for the purposes of setting up and administering billing and collections on the Company's behalf, including contact information, contracts containing electronic signatures and information regarding the status of the customer's contract (e.g., if the contract is terminated for any reason). Billing Agents also process identity and financial information for the purposes of providing services to the Company, as described above.
- Data, including contact information, Usage Data and information regarding the Equipment, may be shared with other service providers and technicians that provide services to the Company, as well as to the Billing Agent, on an "as needed" basis, which services may include customer service support, identity verification, account collections, and/or servicing of HVAC, electrical, gas and plumbing systems and related equipment.
- Data may be shared with (or collected and processed on the Company's behalf by) affiliates of the Company that provide certain administrative services to the Company, or that collect such Data in connection with any Equipment that is purchased or rented from such affiliates (e.g., smart thermostats), including Mattamy Homes Limited, Mattamy Asset Management, Inc., and Fernsby Smart Home Limited (the Company, together with its affiliates, is hereinafter referred to as "Fernsby"). In particular, without limitation, the Company's affiliates may assist with the Equipment rental process, including by sending and receiving rental contracts on the Company's behalf.

The Company may also disclose Data for other purposes as permitted or required by applicable laws, including (without limitation): to comply with any applicable legal requirement, including a court order, regulatory demand or rules of court; to collect a debt owed to Fernsby; and/or in connection with a transfer or sale of all or part of the Company's business.

Data Retention, Security, Risks & Access

The Company implements reasonable organizational, technological and physical measures in an effort to safeguard personal information within its custody and control against theft, loss and unauthorized access, use, modification and disclosure. Nevertheless, although the Company takes steps to protect personal information, the Company cannot guarantee that Data transmitted to it will be totally secure. There is a risk that such information could be intercepted by a third party. The Company will make legally required disclosures about a breach of security safeguards impacting customers' personal information. The Company restricts access to the Data on a need-to-know basis to employees and authorized service providers who require access to fulfil their job requirements.

The Company retains personal information for as long as it is reasonably required, for the purposes that such information was collected. The Company has data retention processes designed to retain Data for no longer than necessary for the purposes stated in this Privacy Notice or to otherwise meet legal, auditing or compliance requirements. When the Company no longer has a legitimate business interest for keeping the Data, the Company will securely delete or destroy it. In determining data retention periods, the Company takes into consideration applicable laws, contractual obligations, and customers' reasonable expectations and requirements.

If a rental customer requests access to his/her Data, or information regarding the Data that the Company collects, uses or maintains about the customer, the Company will respond to such request in accordance with applicable law. However, if a customer has consented to disclosure of his/her Data to a non-affiliated third party, the Company may not be able to take any action with respect to Data under the control of such third party and the customer may need to submit his/her request directly to that third party. The Company may require proof of identity prior to responding to any access request.

Other important notices

Please note that information regarding missed or late payments, which may be collected, used and disclosed by the Company and its service providers in connection with Equipment rentals, including the Billing Agent, can impact the rental customer's credit rating.

Some of the Company's service providers and affiliates are located outside of Canada. Accordingly, the Data (including any personal information contained in the Data) will be transferred and stored outside Canada and may be accessible to courts, law enforcement and national authorities in other countries.

The Company also aggregates, uses and analyzes Usage Data for the purposes of determining and evaluating usage trends and performance statistics. The Company may share aggregated Data with its affiliates to analyze Equipment performance and patterns over time. The Company may also compile and use aggregated Usage Data for other purposes, and it may share aggregated data with

third parties other than those described in this Notice, in its discretion, provided that such aggregate data cannot be linked to an identified or identifiable individual.

Contact us

Individuals that have questions, concerns or complaints regarding the collection, use or disclosure of their personal information, as described in this Notice, or who wish to access their personal information or withdraw consent to any non-essential collection, use or disclosure of their personal information (including to request removal from the Company's promotional list), may contact our Privacy Officer at privacy@fernsby.com or by mail at 66 Wellington Street West, Suite 5500, Toronto ON, M5K 1G8.

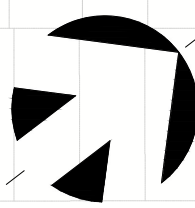
_____/_____
Initials

February 14th, 2022

LEGEND

	PHASE LINE		DRIVEWAYS
	CHAIN LINK FENCE		3.0m STORMWATER POND ACCESS ROAD
	METAL FENCE		WALKWAY
	SIDEWALK		STORM SEWER EASEMENT
	TRAFFIC SIGN *		POTENTIAL ON-STREET PARKING PERMITTED
	LIGHT STANDARD *		SINGLE DETACHED RESIDENTIAL (2 STOREYS)
	TRANSIT ROUTE		STREET TOWNHOUSE RESIDENTIAL (2 STOREYS)
	BUS STOP LOCATION		REAR LANE TOWNHOUSE RESIDENTIAL (3 STOREYS)
	RETAINING WALL		BACK TO BACK TOWNHOUSE RESIDENTIAL (3 STOREYS)
	TEMPORARY BARRICADE		SERVICING BLOCK
	SWITCHGEAR EASEMENT		NATURAL HERITAGE SYSTEM
	FIRE HYDRANT *		DUNDAS URBAN CORE
	COMMUNITY MAILBOX *		STORM WATER MANAGEMENT POND
	OFFSET GATE *		PUBLIC ELEMENTARY SCHOOL
	WASTE RECEPTACLE *		

*LOCATION OF GROUND UTILITIES ARE CURRENTLY BEING REVIEWED. LOCATION SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.



MATTAMY JOSHUA CREEK
PHASE 3
24T-20007/1307

FUTURE RESIDENTIAL
DEVELOPMENT

PLAN IS UNDER REVIEW

NEIGHBOURHOOD
PARK
4.44 ha

BLOCK 43
PUBLIC
ELEMENTARY
SCHOOL

CAPOAK / REDOAK /
GREAT GULF
24T-20009/1310

FUTURE RESIDENTIAL
DEVELOPMENT

PLAN IS DRAFT
APPROVED

DUNDAS URBAN CORE

ZONING PERMITS A MAX
OF 12-STOREYS AND
COMMERCIAL USES
(BY-LAW 2009-189,
SPECIAL PROVISION 109)

TEMPORARY
ROAD

DUNDAS STREET

ARGO JOSHUA CREEK
24T-20002/1308

FUTURE RESIDENTIAL
DEVELOPMENT

PLAN IS DRAFT
APPROVED

PHASE 2
24T-12003/1309,
DRAFT APPROVED JUNE 11, 2019,
FUTURE RESIDENTIAL
DEVELOPMENT

BLOCK 32
NATURAL
HERITAGE SYSTEM

DUNDAS URBAN CORE

ZONING PERMITS A MAX OF
12-STOREYS AND COMMERCIAL USES
(Special Provision No. 72 in Zoning Bylaw
2009-189, Section 8.72.2, sub-section d)

NO APPLICATIONS SUBMITTED AS OF
NOVEMBER, 2021

DUNDAS URBAN CORE

ZONING PERMITS A MAX
OF 12-STOREYS AND
COMMERCIAL USES
(BY-LAW 2009-189,
SPECIAL PROVISION 99)


PRELIMINARY
NEIGHBOURHOOD
INFORMATION MAP

RESIDENTIAL SUBDIVISION
OAKVILLE, ONTARIO
MATTAMY (JOSHUA CREEK) LIMITED
DUNOAK 24T-12003/1309

NOTICE TO NEW HOME PURCHASERS
THIS MAP, AND THE FOLLOWING LIST, IS
INTENDED TO PROVIDE POTENTIAL HOME
BUYERS WITH GENERAL INFORMATION ABOUT
THE NEIGHBOURHOOD AND THE
SURROUNDING AREA. IF YOU HAVE SPECIFIC
QUESTIONS, YOU ARE ENCOURAGED TO CALL
THE TOWN'S PLANNING DEPARTMENT DURING
NORMAL BUSINESS HOURS WHICH ARE 8:30 AM
TO 4:30 PM, MONDAY TO FRIDAY

PLEASE NOTE:
This map is based on information available on (November 2021) and may be revised without notice to purchasers.
1. The map shows the several types of proposed and potential housing and building heights in the subdivision including townhouses and apartment buildings.
2. Sites shown on the map for future schools, townhouses, parks, shopping, etc. could have driveways anywhere along their street frontage.
3. Some streets in this subdivision will be extended in the future and temporary access roads may be closed.
4. There may be catch basins or utilities easements located on some lots in this subdivision.
5. Some lots and blocks will be affected by noise from adjacent roads, industries or aircraft and warnings will apply to purchasers.
6. Some dwelling units are in proximity to commercial, institutional and/or school uses from which activities may at times be audible. The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise.
7. Neighbourhood Park Block on Argo Joshua Creek (24T-20002/1308) will be developed as an active park(s) and may contain play equipment, walkways, lighting, landscaping and passive use free-play areas. Residents close to the Neighbourhood Park Block may be disturbed by noise and lighting from the park. For detailed information pertaining to park or open space issues, please call the Town's Parks & Open Space Department 905.845.6601
8. Natural Heritage System, valleys, woodlots and stormwater management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of debris. Residents adjacent to these blocks are requested to limit the use of pesticides and fertilizers to reduce adverse effects on the NHS.
9. Most streets contain on-street parking, and may be available for overnight parking, subject to parking permits.
10. Purchasers are advised that the final location of walkways in Block 29 may change without notice.
11. Community mailboxes will be directly beside some lots.
12. School sites in this subdivision may eventually be converted to residential uses.
13. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings.
14. There may be Transit bus routes on some streets within this subdivision with stops beside some homes. Oakville Transit reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any municipal right-of-way to provide effective service coverage.

13. Boulevard trees will be planted according to Town standards and a tree will not necessarily be located in front of every home. Purchasers are further advised that home builders are not permitted to charge a purchaser separately for the cost of trees, sodding, fencing and paving of the driveway apron. The Town will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.
14. The town will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.
15. Despite the Developer's agreement to furnish street trees, site conditions may prevent the planting of a street tree within the public right-of-way in front of a particular lot. In the event of a conflict with utilities, trees may be within the right-of-way.
16. The design of features on public lands may change. Builders' sales brochures may depict these features, however, the Town has no control over builders' sales brochures.
17. Gates are not permitted in fences when lots abut the Natural Heritage System, a trail, valleyland, active park, woodlot or stormwater management pond.
18. The Town's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot.
19. Halton Region is responsible for household garbage, recycling and green bin collection. For further information, please call 311 or visit Halton.ca
20. 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 regarding the particular situation for the model and lot you intend to purchase.
21. For further general information on proposed and existing land use, please call the Town's Planning Department 905.845.6601.
22. For detailed information pertaining to park or open space issues, please call the Town's Parks & Open Space Department, 905-845-6601
23. For detailed grading and berming information, please call the Town's Transportation and Engineering Department 905.845.6601

SIGNED  Digitally signed by
Gabriel Charles
Date: 2021.11.23
12:36:15 -05'00'
Director of Planning
DATE _____



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 of Purchase and Sale** and the Purchaser understands and agrees that there are no conditions in favour of the Purchaser for Financing or Legal Review.
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.
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 15 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. **CHANGES TO THE LOT SELECTION WILL NOT BE PERMITTED.** The Purchaser will not be permitted to select a different lot.
6. **ARCHITECT'S CHOICE OPTIONS.** The Purchaser will not be permitted to select Architect's Choice Options. Architect's Choice Options have been selected by the Vendor.
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 (Max \$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 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. **TARION STATEMENT OF CRITICAL DATES.** The Purchaser is aware of and has reviewed Tarion 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 Tarion Addendum.
18. **HOT WATER HEATING APPLIANCES.** The Purchaser understands and acknowledges that the Hot Water Heating Appliance in the Dwelling will be a rental unit and the Purchaser acknowledges that they are required to execute an agreement with the supplier at time of purchase.
19. **PARKING.** The Purchaser is aware of the parking requirements for the Dwelling, including review of driveway sizes and Municipal by-laws.
20. **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.
21. **THE DESIGN STUDIO.**
- A Home & Style preview Appointment can and/or will be booked with your Design Consultant
 - Appointments are scheduled during business hours (Monday – Friday: 9am-5pm).
 - 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.
 - The purchaser has been advised that their design appointment will be scheduled by our design team and will occur as early as next month.
22. **APPLIANCES.** The Purchaser acknowledges that when appliances are offered as an incentive, the Purchaser will not have the option of receiving a credit for the value. The only option for the Purchaser will be to upgrade the appliances through the Supplier.
23. **CUSTOMER CARE COORDINATOR.** 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.
24. **FRAMEWALK.** The Purchaser is aware that they will be invited to an on-site Framewalk, if applicable, 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.
25. **HOME ORIENTATION: PRE-DELIVERY INSPECTION (PDI).** Prior to the Closing Date, if applicable, 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