

This Agreement is made effective as of \_\_\_\_\_, 202\_\_.

## RECITALS

A. **FERNSBY GEOTHERMAL LIMITED ("Supplier")** is the lessee from the System Owner of a geothermal energy system installed on the Lands described in Recital C below, which is designed to deliver Geothermal Fluid through manifolds located in the mechanical room of the Unit, for the purpose of facilitating the provision of heating and cooling services to the Unit.

B. Supplier wishes to provide the Energy Services to the Customer, including the delivery of Geothermal Fluid, and Customer wishes to receive and pay for such services, all on the terms set out below.

C. The Customer, Lands and Unit which are subject to this Agreement are as follows:

**Customer Name(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Address (prior to the occupancy of the new Unit):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Location of the Lands and Unit:

**Lot:** \_\_\_\_\_

**Legal**

**Description:** \_\_\_\_\_

**Marketing**

**Reference No.:** \_\_\_\_\_

**Unit Model:**

- ☐ Village Home End Unit
- ☐ Village Home Middle Unit
- ☐ Townhome End Unit
- ☐ Townhome Middle Unit
- ☐ Rear Lane Townhome End Unit
- ☐ Rear Lane Townhome Middle Unit
- ☐ 34' Detached
- ☐ 38' Detached

**Fixed Service Fee:** the sum of:

one of the following, as applicable:

- \$88<sup>00</sup>/month** for Village Home End Unit
- \$88<sup>00</sup>/month** for Village Home Middle Unit
- \$88<sup>00</sup>/month** for Townhome End Unit
- \$88<sup>00</sup>/month** for Townhome Middle Unit
- \$93<sup>00</sup>/month** for Rear Lane Townhome End Unit
- \$93<sup>00</sup>/month** for Rear Lane Townhome Middle Unit
- \$134<sup>00</sup>/month** for 34' Detached
- \$148<sup>00</sup>** for 38' Detached

*plus*, for the first 36 months of the Term (or as further extended per Section 3.1(4)), an additional **\$14<sup>00</sup>/month** in respect of Annual Inspections

in each case, escalated annually starting June 1, 2024

FOR VALUE RECEIVED, the Customer and Supplier agree as follows:

## Article 1 – INTERPRETATION

### Section 1.1 Definitions

In this Agreement:

(1) **"Agreement"** means this Residential Energy Services Agreement.

(2) **"Applicable Law"** means, in respect of any Person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and, whether or not having the force of law, all applicable requirements, official directives, rules, consents, approvals, authorizations, guidelines, and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.

(3) **"Annual Fixed Fees,"** has the meaning given to it in Section 3.5(2)(a)(ii).

(4) **"Availability Guarantee"** has the meaning given to it in Section 3.5(1).

(5) **"Availability Ratio"** means, in respect of any Service Year,

- (a) the total number of hours (measured to the nearest 15 minutes) during such Service Year that the System is available to provide the Energy Services (i.e. the System is operational and capable of delivering Geothermal Fluid up to the Maximum Demand);
- (b) *plus* the duration in hours of all Permitted Outages (measured to the nearest 15 minutes) during such Service Year;
- (c) *divided* by the total number of hours in such Service Year during the Term.

(6) **"Availability Rebate"** has the meaning given to it in Section 3.5(2).

(7) **"Borehole"** means a geothermal heat exchanger drilled into the ground at a depth of between 200 and 700 feet under the Unit.

(8) **"Building Systems"** means the complete heating, cooling and ventilating system and power system to be installed, owned, operated, maintained and used by the Customer for distributing and storing thermal energy for the purposes of space heating and space cooling in the Unit, connected to but downstream of and excluding the Demarcation Point, and including heat pumps, heat pump piping, flow centres, and any sub-metering systems.

(9) **"Buy-Out Option"** has the meaning given to it in Section 9.1.

(10) **"Change of Law"** means (i) the adoption, enactment, promulgation, modification, amendment, or revocation after the Effective Date of any Applicable Law now or hereafter in effect; or (ii) any change in the interpretation, administration or implementation of any such Applicable Law by any Governmental Authority, in each case, which is imposed on the Supplier or on developers, owners or operators of geothermal, geoechange or other district energy systems and has a material negative impact on the Supplier's Economics, but specifically excluding any changes to Applicable Laws relating to the taxation of the income of the Supplier or other charges or Taxes of general application.

(11) **"Customer"** means, jointly and severally, the Customers named in Recital C.

(12) **"Customer Default"** has the meaning given to it in Section 10.1(1).

(13) **"Customer's Equipment"** means the Building Systems, air separator, valves, housekeeping pads, heat pumps, drains, associated hydronic equipment, and other equipment and piping located on the Customer's side of the Demarcation Point, for the purpose of converting Geothermal Fluid to heating services and cooling services and delivering same to the Unit.

(14) **"Customer-Supplied Utilities"** means each of the following services:

- (a) electricity supply;
- (b) water supply;
- (c) floor drainage;
- (d) ventilation;
- (e) internet and wi-fi; and
- (f) lighting.

(15) **"Demarcation Point"** means the point within the Mechanical Room located generally as indicated in Schedule 1.1(52), at which point the Supplier's System connects to the Customer's Equipment.

(16) **"Early Termination Date"** has the meaning given to it in Section 2.1.

(17) **"Electricity Provider"** means Oakville Hydro Electricity Distribution Inc. or such other Person or entity as may be the primary provider of electricity to the Lands from time to time.

(18) **"Energy Services"** means the supply and return of Geothermal Fluid as described in Section 3.1.

(19) **"Environmental Attributes"** means any and all current or future credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets, allowances and other rights attributable to or resulting from any avoidance, reduction, displacement or offset of the emission of any gas, greenhouse gas, chemical or other substance, or that relate to any other environmental attributes (together with all of the proceeds or benefits therefrom), including without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (UNFCCC) or the Kyoto Protocol to the UNFCCC or any subsequent United Nations protocol or crediting "early action" emissions reduction, or laws or regulations involving or administered by any Governmental Authority or entity given jurisdiction over a program involving transferability of Environmental Attributes, in each case related to or arising out of the existence, installation or operation of the System, or the provision of the Energy Services including the delivery and return of Geothermal Fluid, or the Customer's or Occupants' use of heating or cooling services derived from the Geothermal Fluid or the System, or anything ancillary thereto, howsoever entitled or named.

(20) **"Effective Date"** means the effective date of this Agreement, as indicated above.

(21) **"Essential Access Costs"** means all property taxes, capital taxes, vacancy taxes, and other charges, fees or Taxes payable by the System Owner or the Supplier to a Governmental Authority or the Customer from time to time in connection with:

- (a) the Essential Access Rights or any other interests or rights of in respect of the Lands or Unit; or
- (b) Customer-Supplied Utilities.

(22) **"Essential Access Rights"** has the meaning given to it in Section 6.1.

(23) **"Expiry Date"** has the meaning given to it in Section 2.1.

(24) **"Fixed Service Fee"** has the meaning given to it in Section 4.1(1)(a).

(25) **"Force Majeure"** has the meaning given to it in Section 8.1.

(26) **"Geothermal Fluid"** means a water-based fluid solution including approximately 25% propylene glycol, circulating through the System, for the purpose of transferring low-exergy heat between the Borehole and the Building Systems.

(27) **"GLHE Piping"** means closed loop ground heat exchanger piping consisting of supply and return loops of 1.0 to 1.25 inch high density polyethylene piping and bentonite-based grouting, for the purpose of conveying Geothermal Fluid between the Borehole and the Demarcation Point.

(28) **"Governmental Authority"** means any federal, provincial, municipal or other governmental, regulatory, administrative, judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter, Person or entity in question.

(29) **"Include", "includes" and "including"** are deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

(30) **"Initial Period"** has the meaning given to it in Section 2.1.

(31) **"Interest Rate"** means 1.5% per month or 18% per year (for an effective rate of 19.56% per year).

(32) **"Isolation Valve"** means the shut-off valve located in the Mechanical Room between the System and the applicable Building System, generally as indicated in Schedule 1.1(52).

(33) **"Lands"** means the lands described in Recital C.

(34) **"Lateral Pipes"** means any pipes connecting GLHE Piping to another component of the System.

(35) **"Load Balancing"** in respect is achieved when the amount of thermal energy rejected to a ground heat exchanger forming part of the System for the purposes of providing cooling services is, on an annual basis, balanced

by an equivalent volume of thermal energy extracted from the ground by the System for the purposes of providing heating services.

(36) **"Manifolds"** means the set of supply and return pipe manifolds located in the Mechanical Room, for the purpose of supplying and isolating Geothermal Fluid. The Manifold header includes an Isolation Valve, and may include temperature indicators, a pressure gauge, ball valves, a circuit setter balancing valve, P/T ports, BTU meter and insulation.

(37) **"Maximum Demand"** means:

- (a) in respect of heating services, the applicable peak load set out in Schedule 1.1(38)(a); or
- (b) in respect of cooling services, the applicable peak load set out in Schedule 1.1(37)(a).

(38) **"Mechanical Room"** means the utility closet area located in the Unit for the purposes of housing various utility equipment components, including the Manifolds, any Monitoring Equipment, Penetrations, Isolation Valve, GLHE Piping, Demarcation Point and related elements of the System.

(39) **"Monitoring Equipment"** has the meaning given to it in Section 3.3(1).

(40) **"Occupant"** means the Customer, a tenant of the Unit, or any other occupant or authorized user of the Unit.

(41) **"Outage"** means a discrete event, consisting of, to a material extent, the removal of the System from service, and which results in a partial or total interruption in the Supplier's ability to make the System available for the provision of the Energy Services contemplated herein, up to the Maximum Demand.

(42) **"Penetrations"** means modular fittings consisting of interlocking synthetic rubber links and consisting of a rigid plastic sleeve and spray foam insulation, with interlocking synthetic rubber links, or rubber doughnut washer, for the purpose of running GLHE Piping through the floors or walls of the Unit.

(43) **"Permitted Outage"** means an Outage which:

- (a) is a Planned Outage for which Supplier has provided the Customer with the prior written notice required pursuant to Section 3.4(1);
- (b) is, in the Supplier's opinion exercised in its sole discretion, necessary in an emergency situation in order to protect or preserve the safety of property or human health or safety or mitigate imminent damage or loss to any of the foregoing;
- (c) arises in whole or in part as a result of a Customer Default;
- (d) arises in whole or in part as a result of a malfunction or defect of any Customer Equipment;
- (e) arises in whole or in part as a result of the negligence or wilful misconduct of the Customer or an Occupant;
- (f) arises in whole or in part as a result of a power outage, fluctuation or incident attributable to the Electricity Provider's delivery of or failure to deliver electricity to the System;
- (g) arises in whole or part as a result of a Governmental Authority's order or directive to cease or alter operations of, or to remove or relocate, the System; or
- (h) arises in whole or part as a result of any other Force Majeure.

(44) **"Person"** is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority, any trade union, any employee association or any incorporated or unincorporated entity or association of any nature and the executors, administrators, or other representatives of an individual in such capacity.

(45) **"Planned Outage"** means a scheduled Outage which is determined by the Supplier, in its sole discretion, to be necessary in order to permit the performance of inspections, tests, repairs or maintenance on the System or any component thereof.

(46) **"Service Commencement Date"** has the meaning given to it in Section 2.1.

(47) **"Service Fee"** has the meaning given to it in Section 4.1.

(48) **"Service Year"** means a 12-month period during the Term, commencing on June 1 and ending on May 31 of the following year; provided that the first Service Year shall be the abbreviated period from the Service Commencement Date to the following May 31, and the final Service

Year shall be the abbreviated period from the final June 1 of the Term to the Expiry Date or Early Termination Date, as applicable.

(49) **"Supplier"** has the meaning given to it in Recital A, and when used in Article 3, Section 6.1, Section 6.2, Article 7 and Article 8, includes the Supplier's authorized service providers.

(50) **"Supplier Default"** has the meaning given to it in Section 10.2(1).

(51) **"Supplier's Economics"** means the net present value of the net revenues that are reasonably forecast to be earned by the Supplier pursuant to this Agreement.

(52) **"System"** means the closed loop system comprised of the Borehole, GLHE Piping, Lateral Pipes, Penetrations, Manifolds, Monitoring Equipment and other equipment installed by the System Owner or Supplier at, in, on or under the Lands or Unit or within the Mechanical Room, and as further indicated in Schedule 1.1(52), for the purpose of delivering Geothermal Fluid to, and returning Geothermal Fluid from, the Demarcation Point, including the Isolation Valve but specifically excluding the Customer's Equipment.

(53) **"System Owner"** means Fernsby Geoasset Limited or its successors or assigns from time to time, being the owners of the equipment and assets comprising the System, and the lessors of such equipment and assets to the Supplier for the duration of the Term.

(54) **"Taxes"** means all applicable taxes, including all sales tax, excise tax, transfer taxes or fees, and further includes levies, penalties including interest, franchise fees and royalties, if validly levied by a Governmental Authority.

(55) **"Term"** has the meaning given to it in Section 2.1.

(56) **"Transfer Date"** means the Expiry Date or the Early Termination Date, as applicable.

(57) **"Transfer Price"** has the meaning given to it in Section 11.2.

(58) **"Unit"** means the freehold townhouse building constructed and located on the Lands.

## Section 1.2 Schedules

The following are the schedules annexed to this Agreement and incorporated by reference and deemed to be part hereof:

Schedule 1.1(37)(a) – Maximum Demand

Schedule 1.1(52) – System

Schedule 7.3(3)(e) – GLHE Pump Controls

Schedule 11.2 – Transfer Price

## Article 2 – TERM

### Section 2.1 Term

(1) The **"Term"** will begin on the earlier of the first occupancy, or the closing date of the purchase, of the Unit (the **"Service Commencement Date"**) and continue until:

- (a) the fiftieth (50<sup>th</sup>) anniversary of the Service Commencement Date (the **"Expire Date"**); or
- (b) any earlier termination of this Agreement in accordance with the terms hereof (the **"Early Termination Date"**).

## Article 3 – ENERGY SERVICES

### Section 3.1 Supply of Geothermal Fluid for Heating and Cooling Services

(1) Throughout the Term, at the Demarcation Point, Supplier shall supply to the Customer or the Occupants, and the Customer shall accept and cause the Occupants to accept from the Supplier and return to the Supplier, Geothermal Fluid in volumes sufficient to satisfy the standard space heating requirements of each Unit, up to the applicable Maximum Demand.

(2) Throughout the Term, at the Demarcation Point, Supplier shall supply to the Customer or the Occupants, and the Customer shall accept and cause the Occupants to accept from the Supplier and return to the Supplier for rejection of heat into the ground, Geothermal Fluid in volumes sufficient to satisfy the standard space cooling requirements of each Unit, up to the Maximum Demand.

(3) Supplier shall not be responsible for supplying or returning any Geothermal Fluid beyond that necessary to serve the Maximum Demand, and may limit the supply of Energy Services to the Maximum Demand in the manner described in Section 3.5(4).

(4) The Energy Services provided by the Supplier shall include up to one (1) service call in each of the first three (3) full calendar years of the Term, if requested by the Customer, for inspection of the Customer's heat pump and maintenance or replacement (as the Supplier considers appropriate) of the Customer's heat pump filter (**"Annual Inspection"**). The Annual Inspection is for diagnostic purposes only, and does not include any repair, replacement or service of the heat pump which may be identified as being required or recommended. Following the third full calendar year of the Term, the Customer and the Supplier may mutually agree, each at their option, to extend Annual Inspections for an additional period, in which event the related portion of the Fixed Service Fee as set out in Recital C shall continue to be charged as part of the Fixed Service Fee beyond the initial 36 months of the Term, for such extended period.

### Section 3.2 System Operation

Supplier shall operate and maintain the System throughout the Term in accordance with commercially reasonable standards and practices, including by ensuring that the Geothermal Fluid enters the heat pumps at temperatures within a range of -1.1°C (30°F) to 32°C (90°F), with a view to satisfying the Availability Guarantee, where applicable.

### Section 3.3 Monitoring and Reporting

(1) Supplier may at its option elect to monitor the performance of the System in order to measure annual heating and cooling loads supplied during any period throughout the Term, by way of one or more BTU meters, temperature sensors or flow sensors installed inside the Mechanical Room, and/or such other mechanisms or equipment as the Supplier may in its discretion consider appropriate (if and as installed from time to time, the **"Monitoring Equipment"**).

(2) Supplier may at its option elect to install Monitoring Equipment at any time prior to or throughout the Term, and Customer shall cooperate and provide such access to the Lands, the Unit and the Mechanical Room as may reasonably be required by the Supplier for such purpose.

(3) For greater clarity, nothing in this Section 3.3 shall impose any obligation on the Supplier to provide, install, operate, maintain or read any Monitoring Equipment.

(4) In the event that any Monitoring Equipment is installed and operated by the Supplier from time to time, Customer may upon request view the original data from such Monitoring Equipment for the most recently completed Service Year, for the sole purpose of assessing Supplier's compliance with this Agreement. All such data shall remain the exclusive property of Supplier.

### Section 3.4 Planned Outages

(1) Supplier shall provide the Customer with no less than fourteen (14) days notice of any Planned Outage.

(2) Supplier shall not be permitted to schedule more than 336 hours (the equivalent of 14 days) of Planned Outages in any Service Year.

(3) There shall be no abatement of Service Fees during or in respect of any Planned Outage.

### Section 3.5 System Availability Guarantee

(1) During each Service Year, Supplier shall ensure that the aggregate duration of Outages (measured to the nearest 15 minute interval) during any Service Year, excluding Permitted Outages, does not exceed 2.5% of the time in such Service Year (e.g. 219 hours in any 365 day Service Year), such that the System is available to provide the Energy Services (i.e. the System shall be operational and capable of delivering Geothermal Fluid up to the Maximum Demand) at least 97.5% of the time in any Service Year, excluding Permitted Outages (the **"Availability Guarantee"**).

(2) In the event that Supplier fails to satisfy the Availability Guarantee in any Service Year "Y", such failure shall not be considered a Supplier Default. However, in such event, the Customer shall be entitled to a Service Fee abatement as follows:

- (a) In the event that any Monitoring Equipment is installed and operated by the Supplier from time to time, or upon availability of other

reasonably and reliable data demonstrating a failure to satisfy the Availability Guarantee, Supplier shall, within forty-five (45) days following the end of such Service Year, calculate:

- (i) the Availability Ratio for such Service Year ("**AR<sub>y</sub>**"); and
  - (ii) the total Fixed Service Fees paid by Customer in respect of such Service Year ("**Annual Fixed Fees<sub>y</sub>**").
- (b) Customer shall be entitled to a rebate ("**Availability Rebate**") equal to:
- $$(97.5\% - AR_y) \times \text{Annual Fixed Fees}_y$$

- (c) The Availability Rebate for any Service Year shall be satisfied by crediting an amount equal to one-tenth (1/10<sup>th</sup>) thereof against the Service Fees invoiced to the Customer in each of the succeeding ten (10) monthly invoicing periods. In the event that the Term should expire during such period, any outstanding uncredited portion of the Availability Rebate shall be credited against the final Service Fee invoice issued to the Customer.

(3) For greater certainty, there shall be no Availability Rebate in respect of any Permitted Outage. Notwithstanding the foregoing, an Outage described in paragraphs (b), (f), (g) or (h) of the definition of "Permitted Outage" in Section 1.1(43) above may be included in the calculation of the Availability Ratio for the purposes of determining the Availability Rebate, if and only if the proceeds of a business interruption insurance claim are available and paid or payable to the Supplier in respect of that portion of the Availability Rebate that would be attributable to such Outage, as determined by the Supplier in its sole discretion.

(4) Customer acknowledges that the operating integrity and efficiency of the System is dependent on Customer and Occupants taking no more than the applicable Maximum Demand. Customer acknowledges and agrees that:

- (a) any expansion or alteration of the Unit could increase the space heating or space cooling requirements of the Unit beyond the Maximum Demand available under this Agreement, and/or in whole or in part cause the System to operate less efficiently in the delivery of Energy Services;
- (b) Supplier may at any time in its sole discretion (but shall have no obligation to) limit the supply or flow of Geothermal Fluid to the System, using the Isolation Valve, control valves or any other mechanism available to Supplier, to prevent Customer or Occupant from taking in excess of the applicable Maximum Demand; and
- (c) in the event that on three (3) or more occasions during any Service Year, the Customer or Occupants take in excess of the applicable Maximum Demand for 60 consecutive minutes, the Availability Guarantee shall not apply in respect of such Service Year.

### Section 3.6 Discontinuance of Supply for Safety Reasons

(1) Notwithstanding any other term of this Agreement, if in the Supplier's opinion, acting reasonably, it is unsafe to supply Energy Services or to operate the System or any component thereof due to the state, quality or specifications of the Customer's Equipment, the Unit or the Lands, then the Supplier, or any Person acting under its authority, on giving written notice to the Customer, may interrupt the supply of Energy Services to the System by such means as may be deemed appropriate, safe and legal by the Supplier, in its sole discretion, if the Customer has failed to immediately correct the unsafe condition.

(2) Unless the unsafe condition was caused by the default, negligence or wilful misconduct of the Supplier or its representatives,

- (a) the Customer shall be liable to the Supplier for the reasonable direct and indirect expenses incurred by the Supplier in connection with the disconnection or discontinuance of the System or Energy Service and the expense of reconnecting or restoring same thereafter; and
- (b) Supplier shall for the duration of such interruption be relieved of its obligation to provide the Energy Services through the System, and in such event the Customer's obligation to pay the Service Fee shall continue and shall not abate; and

- (c) the System shall for the duration of such interruption be deemed to have been available to provide the Energy Services up to the Maximum Demand.

(3) The Supplier shall not thereafter be obligated to supply Energy Services to the Unit through the System until the Customer Equipment, Unit and/or Lands have been repaired or replaced so that, in the opinion of the Supplier, acting reasonably, it is no longer unsafe to supply Energy Services or to operate the System.

(4) Supplier will not be liable for any actions, damages, claims, losses, costs, injury, or expense occasioned to or suffered by Customer or any of the Occupants for or by reason of any discontinuance of Energy Services as contemplated by this Section 3.6.

### Section 3.7 Cessation of Supply for Payment Default

(1) If any amount payable by the Customer to the Supplier pursuant to the terms hereof is not paid on or prior to the due date for such amount, the Supplier, or any Person acting under its authority, on giving 30 days' prior written notice to the Customer and provided such payment default has not been cured within such 30 day period, may suspend the supply of Energy Services by such means as may be deemed appropriate, safe and legal by the Supplier, acting reasonably.

(2) The Customer shall be liable to the Supplier for the reasonable direct and indirect expenses incurred by the Supplier in connection with the disconnection or discontinuance of the Energy Services and the expense of re-connecting or restoring same thereafter.

(3) Supplier shall for the duration of such suspension be relieved of its obligation to provide the Energy Services, and in such event the Customer's obligation to pay the Service Fee shall continue and shall not abate.

(4) Supplier shall for the duration of such interruption be relieved of its obligation to provide monitoring, and the System shall for the duration of such interruption be deemed to have been available to provide the Energy Services up to the Maximum Demand.

(5) The Supplier shall not thereafter be obligated to supply Energy Services until all amounts then outstanding are paid in full to the Supplier. Upon payment of all amounts then outstanding in full (including any amounts payable pursuant to this Section 3.7), the Supplier shall again supply Energy Services in accordance with the provisions of this Agreement, unless this Agreement has been terminated in accordance with the provisions hereof.

(6) Supplier will not be liable for any actions, damages, claims, losses, costs, injury, or expense occasioned to or suffered by Customer or any of the Occupants for or by reason of any discontinuance of Energy Services as contemplated by this Section 3.7.

## Article 4 – SERVICE CHARGES

### Section 4.1 Fixed Capacity Service Fee

(1) In consideration for the Energy Services and the Supplier's performance of its obligations hereunder, Customer shall throughout the Term pay a monthly capacity and service fee (the "**Service Fee**") calculated as the sum of the following:

- (a) the monthly amount set out in Recital C, subject to escalation as provided in Section 4.1(2) below (the "**Fixed Service Fee**"); *plus*
- (b) any Essential Access Costs accrued during the applicable period; *plus*
- (c) any late payment interest in accordance with Section 4.1(3) below; *plus*
- (d) all applicable Taxes on the foregoing.

(2) The amount of the Fixed Service Fee may be pro-rated for any partial calendar month at the beginning or end of the Term, and shall be escalated annually on June 1 of each year by an escalation factor equal to three percent (3%), with the first such escalation to be implemented on the date specified in Recital C. Supplier will notify Customer of any such Fixed Service Fee increases in advance in bill inserts, by letter or by any method permitted by law.

(3) The Service Fee shall be invoiced monthly, and may be included on Customer's utility bill, or Supplier may choose to invoice separately or through its service provider. Each invoice shall be due and payable by



Customer on the date indicated on the invoice, or if applicable on the date stipulated in any payment pre-authorization submitted by Customer, or if not otherwise indicated then within twenty (20) days of receipt of such invoice. Acceptable methods of payment, which currently include only pre-authorized debit payment and recurring pre-authorized credit card payment, are as set out on each invoice from time to time. Customer agrees to promptly complete and submit any payment pre-authorization form or consent requested by Supplier or its service provider from time to time in respect of the Service Fee, and to keep such authorizations and the information contained therein up to date at all times. Should any payment be returned for non-sufficient funds ("NSF"), Customer shall pay a NSF charge of \$25. Late payment of any amount due shall accrue interest at the Interest Rate from the due date, provided that if the Service Fee is included on Customer's 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.

#### Article 5 – ENVIRONMENTAL ATTRIBUTES

##### Section 5.1 Ownership of Environmental Attributes

The Customer acknowledges and agrees that the Supplier shall have all right, title and interest in and to, and shall be entitled to retain and register for use, trade and sell, all Environmental Attributes.

##### Section 5.2 Customer Cooperation

(1) If, through operation of law or any other circumstance, title to any Environmental Attributes arising in the circumstances described herein vests in or is initially credited to the Customer or any Occupant, the Customer shall upon request and for no additional consideration cause such Environmental Attributes to be assigned or transferred or otherwise conveyed to the Supplier, or as Supplier may otherwise direct, without delay.

(2) Customer shall, from time to time at the request of the Supplier, obtain, quantify and register with the relevant authorities or agencies all such Environmental Attributes on behalf of the Supplier or the Supplier's nominee. The Customer agrees to indemnify, defend, hold harmless and compensate the Supplier for any losses, claims, liabilities or expenses arising out of or resulting from the Customer's delay or failure to claim any right or otherwise comply with Supplier's request with respect to Environmental Attributes.

(3) The Customer agrees that neither it nor the Occupants have rights to any Environmental Attributes or the proceeds thereof as a result of the purchase, receipt or use of the Energy Services hereunder.

#### Article 6 – ACCESS & TITLE

##### Section 6.1 Essential Access Rights

Customer hereby grants to the Supplier and the System Owner, for the entire Term, at no cost, such licenses, rights-of-way and/or other rights of timely access or use in respect of the Lands and the Unit as the Supplier and/or System Owner may reasonably require, including, for greater certainty:

- (i) a non-exclusive license in, on, over and under the Lands (including the subsurface of the Lands) including all routes of access to and from the Unit, for the purpose of allowing the Supplier or its agents to:
  - (A) access, install, operate, monitor, inspect, maintain, repair, replace and/or remove the System and each component thereof;
  - (B) access the Mechanical Room; and
  - (C) otherwise comply with its obligations under this Agreement; and
- (ii) a license to occupy exclusive space within the Mechanical Room for the installation, operation, monitoring, inspection, maintenance, repair, replacement and/or removal of Penetrations, Isolation Valves, Manifolds, GLHE Piping, Lateral Pipes, Monitoring Equipment and the Demarcation Point, and for access thereto

(collectively, the "Essential Access Rights").

(2) Upon termination, revocation, invalidity or suspension of one or more of the Essential Access Rights for any reason, the provisions of Section 10.1(1)(c) and Section 10.1(2) shall apply.

##### Section 6.2 Access to Unit

Without limiting Section 6.1, Customer shall provide Supplier and its officers, servants, employees, agents and contractors with entry into the Mechanical Room or other part of the Unit upon request for the purpose of inspecting the Customer's Equipment or for the purposes of reading, inspecting, constructing, calibrating, installing, repairing, altering, removing, replacing and maintaining all or any part of the System or any Monitoring Equipment and addressing any safety issues, and to conduct the Annual Inspection,

- (a) without notice in the event of an emergency;
- (b) without notice in respect of the Lands, if such areas can be accessed without entering into the Unit; and
- (c) on at least 24 hours prior notice at other times.

##### Section 6.3 Title to Equipment

(1) Throughout the Term, Supplier and/or System Owner shall be the legal and beneficial owner of the System and any Monitoring Equipment at all times. Customer shall have no ownership or other interest in any part of the System or the Monitoring Equipment, and notwithstanding any rule of law or equity or the degree of affixation, the System and the Monitoring Equipment shall retain the legal status of Supplier's or System Owner's personal property or chattel, even though it may be attached to or be deemed a part of, or fixture to, the Lands or Unit.

(2) Supplier and System Owner shall each be entitled to register its ownership interest in the System and the Monitoring Equipment on title to the Lands as a notice of security interest, and Customer agrees to promptly execute, at no cost to Supplier or System Owner, such reasonable acknowledgements and directions, instruments, and documents which Supplier or System Owner may request and are necessary to effect such registration. Supplier shall promptly cause such registration to be discharged upon payment of the Transfer Price in full, in accordance with the provisions of Section 11.2.

- (3) Throughout the Term, all Customer's Equipment shall be either:
  - (a) legally and beneficially owned by the Customer and/or the applicable Occupant(s); or
  - (b) leased from an equipment supplier by the Customer and/or the applicable Occupant(s).

##### Section 6.4 Performance Data

(1) In the event that any Monitoring Equipment is installed and operated pursuant to Section 3.3, Customer acknowledges and consents to the collection, acquisition, transmission, use, storage, analysis and other processing of data related to the operation of the System, including:

- (a) temperatures of the Geothermal Fluid at the Demarcation Point and/or other points in the System;
- (b) flow rate of the Geothermal Fluid;
- (c) ambient air temperature in the Mechanical Room, Unit and other locations; and
- (d) heat pump performance and operating parameters including monitoring of suction and discharge pressures, liquid line temperatures, superheat, sub-cooling, and real-time power load monitoring of compressors, fans, auxiliary heating and zone pumps),

by Supplier or its service providers, for the purposes of:

- (e) measuring heating and cooling loads;
- (f) monitoring temperatures inside and outside of the System;
- (g) otherwise monitoring and demonstrating compliance with this Agreement;
- (h) conducting ongoing or periodic performance analysis or assessments related to the System or any components of any Building Systems or Customer's Equipment;
- (i) optimizing and improving future geothermal design and energy modelling (including for uses unrelated to the System); and/or

- (j) design and implementation by Supplier or its service providers, vendors or affiliates of heat pump preventative maintenance programs and design improvements.
- (2) In the event that any Monitoring Equipment is installed and operated pursuant to Section 3.3, Customer acknowledges and consents to the disclosure and transmission of any or all of the data described in paragraphs (a) to (d) above by Supplier to affiliates or to third parties with whom Supplier has contracted for any of the purposes described in paragraphs (e) to (j) above.
- (3) In addition to the Customer's consents as described above, Customer shall provide any required notices to, and obtain any required consents from, other Occupants, in a form satisfactory to Supplier, in order to allow Supplier or its service providers to collect, acquire, transmit, use, store, analyze and otherwise process the data described in paragraphs (a) to (d) above for the purposes described in paragraphs (e) to (j) above in accordance with applicable privacy and data protection laws. Customer shall retain appropriate records of such notices and consents, and shall promptly provide evidence of such notices and consent to Supplier upon request.

## Article 7 – CUSTOMER OBLIGATIONS

### Section 7.1 Construction and Alterations

- (1) Customer shall notify the Supplier of any excavation of the Lands, or any demolition or material renovation of all or any part of the Unit, or any construction work that occurs in the Mechanical Room, such notice to be provided at least fourteen (14) days in advance, or as soon as possible in the event of emergency.
- (2) In the event of any of the work described in clause (1) above, Supplier may in its discretion elect to suspend or curtail the Energy Services for the duration thereof, for safety purposes or to protect the integrity of the System, Lands, Unit or any other property, and in such event the Customer's obligation to pay the Service Fee shall continue and shall not abate.
- (3) In the event Customer fails to notify Supplier in advance of any of the work described in clause (1) above, Customer acknowledges and agrees that:
  - (a) Customer shall be exclusively responsible and liable, and shall indemnify Supplier, for any damage caused to the Lands, Unit or any other property by the System during or following such work, and any damage caused to the System as a result of such work; and
  - (b) Supplier shall be relieved of its obligations hereunder (including the Availability Guarantee) to the extent that, during or following such work, the System fails to operate or operates less efficiently in the delivery of Energy Services.

### Section 7.2 Load Balancing

- (1) Customer shall, and shall cause each Occupant to, adhere to any reasonable recommendations, prescriptions or instructions provided by Supplier for the purpose of achieving Load Balancing.
- (2) If Load Balancing, as may be measured by Supplier on an annual basis, is not achieved for any three (3) Service Years during the Term (for greater clarity, such three Service Years need not be consecutive), Supplier shall be relieved from the Availability Guarantee for the remainder of the Term.

### Section 7.3 Customer's Equipment

- (1) Customer shall maintain, or cause to be maintained, all connected equipment and facilities on the Customer's side of the Demarcation Point in a good state of repair and working order.
- (2) Customer shall operate, maintain, repair and replace as necessary the Customer's Equipment in a prudent manner so as to permit the System to operate as originally designed without material efficiency loss.
- (3) Without limiting the generality of the foregoing, the Customer shall throughout the Term:
  - (a) ensure that the heat transfer fluid circulation system which forms part of the Building Systems is maintained in good working order;

- (b) ensure that the air release valve which form part of the Building Systems are maintained in good working order;
- (c) ensure that the heat pumps which form part of the Customer's Equipment are maintained in good working order; and
- (d) ensure that the heat transfer fluid which circulates through the Customer's Equipment is maintained as a mixture of 75% water/25% propylene glycol with design corrosion inhibitors that satisfy the requirements of ASTM D1384-05 (2019) (Standard Test Method for Corrosion Test for Engine Coolants in Glassware).
- (4) The heat pumps forming part of the Customer's Equipment may only be replaced with a similar model or another model which has been approved in writing by the Supplier.
- (5) Customer shall perform such modifications to the control sequences, set points, pump speeds or any other element of the Customer's Equipment as Supplier may reasonably request from time to time in order to optimize, in the Supplier's view, performance and efficiency of the System.
- (6) Each of the Customer's obligations described in clauses (2), (3), (4) and (5) above shall be performed on Customer's behalf only by:
  - (a) the Supplier or its agents; or
  - (b) a qualified HVAC or heat pump engineer or technician engaged by or on behalf of Customer.

- (7) If Customer fails or declines to comply with the foregoing obligations set out above in this Section 7.3, the Availability Guarantee shall not apply in respect of such Service Year and each subsequent Service Year until the Service Year commencing after such failure has been remedied.

### Section 7.4 Supply of Utilities

- (1) Customer shall provide the Supplier, within the Mechanical Room and at such other areas within the Lands as the Supplier may reasonably request, with access throughout the Term to such Customer-Supplied Utilities as the Supplier may from time to time require and request for the purpose of operating the System, including for greater certainty a sufficient supply of electricity from the Electricity Provider and a sufficient capacity of wi-fi connected internet service to operate and communicate with any Monitoring Equipment.
- (2) The supply of Customer-Supplied Utilities to the Supplier shall be at no cost to the Supplier. The supply of such Customer-Supplied Utilities, including any electricity supplied to and consumed by the Supplier in the Mechanical Room, shall be at the Customer's sole cost and expense throughout the Term, including any Taxes or carbon levies applicable thereto.
- (3) If any such electricity costs are charged by the Electricity Provider to the Supplier, the Supplier may add such costs to the Service Fee reflected on any invoice issued pursuant to Section 4.1(3), and the Customer shall reimburse the Supplier for such costs by payment of such invoice.
- (4) In the event that the supply or availability of any Customer-Supplied Utility requested by the Supplier is interrupted for any reason,
  - (a) Supplier shall for the duration of such interruption be relieved of its obligation to provide the Energy Services, and in such event the Customer's obligation to pay the Service Fee shall continue and shall not abate; and
  - (b) the System shall for the duration of such interruption be deemed to have been available to provide the Energy Services up to the Maximum Demand.

### Section 7.5 Security

Customer will provide security for the System to the extent of its normal security procedures, practices, and policies that apply to the Lands and Unit. Customer will advise Supplier immediately upon observing any damage to the System.

## Article 8 – FORCE MAJEURE

### Section 8.1 Definition of Force Majeure

- (1) "Force Majeure" means any cause beyond the reasonable control of the party claiming Force Majeure, provided that such Force Majeure prevents the party from performing or complying with its obligations under this Agreement. Force Majeure includes:

- (a) acts of God, fires, floods, storms, hurricanes, strikes, lockouts, labour disputes, industrial disturbances, riots, insurrections, revolts, revolutions, uprising of the people, acts of war (whether declared or otherwise);
  - (b) pandemic, epidemic or other public health emergency and related actions by any Governmental Authority (including quarantines, business closures and travel restrictions);
  - (c) inability to obtain, maintain or renew permits, licences, approvals, authorizations, easements, rights of way or real property interests from any Governmental Authority or other Person, except where same has been rescinded or revoked as a result of a violation thereof by the party claiming Force Majeure;
  - (d) inability to procure, or physical disruption to the supply of, water, electricity or other utilities or supplies as a result of the acts or omissions of a third party or a third party's Force Majeure;
  - (e) Change of Law;
  - (f) breakages, equipment failures, vandalism or accidents to any components of the System, Lands or Unit, except to the extent caused by the actions of the party claiming Force Majeure or its failure to exercise reasonable diligence (including failure to conduct reasonable maintenance or provide reasonable security); and
  - (g) failure of equipment owned and operated by a third party, if such failure is not due in whole or in part to an act or omission of the party claiming Force Majeure.
- (2) Notwithstanding the foregoing, Force Majeure does not include:
- (a) events caused by the fault or negligence of the party claiming Force Majeure or its agents or representatives (including, in the case of the Customer, the Occupants);
  - (b) lack of insufficiency or unavailability of funds or financing; or
  - (c) any circumstance that could have been avoided by the exercise of reasonable effort or foresight by the party claiming Force Majeure.

## Section 8.2 Consequences of Force Majeure

(1) If either party is unable to perform any of its obligations under this Agreement (other than payment obligations) due to Force Majeure, the party so affected by Force Majeure will be excused and relieved from performing or complying with its obligations (other than payment obligations) under this Agreement from and after the invocation of Force Majeure, provided that and only for so long as the affected party uses commercially reasonable efforts to remedy the situation and remove, so far as possible and with reasonable dispatch, the Force Majeure. To the extent that the party so affected by Force Majeure can partially perform then only that non-performance or non-compliance shall be excused and relieved. The party invoking Force Majeure shall give prompt written notice to the other party of both the occurrence and resolution of the event of Force Majeure.

(2) Notwithstanding any other provision of this Agreement, the full Service Fee will continue to be paid by the Customer during the period of any Force Majeure even if and to the extent that the Supplier is unable to deliver, or the Customer is unable to receive, Energy Services as a result of such Force Majeure.

## Article 9 – CUSTOMER'S BUY-OUT OPTION

### Section 9.1 Buy-Out Option

Customer shall have the option (the "Buy-Out Option") to terminate this Agreement and acquire ownership of the System at any time after the Service Commencement Date, by providing Supplier with notice of such election together with concurrent payment of the applicable Transfer Price pursuant to Section 11.2, and any outstanding Service Fees and other outstanding charges. Upon receipt of such notice and payment of all such amounts,

- (a) this Agreement will terminate;
- (b) the provisions of Article 11 shall apply;
- (c) Customer will have no further obligation to pay Service Fees; and
- (d) Supplier will have no further obligation to Customer.

Upon exercise of the Buy-Out Option, Customer accepts ownership of the System in "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and assumes responsibility for the System and its repair and maintenance.

## Article 10 – DEFAULT AND EARLY TERMINATION

### Section 10.1 Supplier Rights upon Customer Default

(1) For the purposes hereof, "Customer Default" means:

- (a) a failure by the Customer to pay any amount owing to the Supplier hereunder, which failure has not been cured within fifteen (15) days after written notice of such default to Customer;
- (b) a failure by the Customer to transfer or assign any Environmental Attributes, which failure has not been cured within thirty (30) days after written notice of such default to Customer;
- (c) the termination, revocation, invalidity or suspension of one or more of the Essential Access Rights for any reason, or the failure of the Customer to provide the access to the Lands or Unit in accordance with Section 6.2, which failure has not been cured within two (2) days after written notice of such default to Customer;
- (d) any other material breach by the Customer of its obligations hereunder (other than those enumerated above), which breach has not been cured within sixty (60) days after written notice of such default to Customer; or
- (e) the Customer takes any action in respect of assignment for the benefit of creditors, or makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable statute of any applicable jurisdiction, or if a custodian or receiver or receiver and manager or any other official with similar power is appointed for the Customer, the Lands, the Unit, or a substantial portion of the Customer's assets and such appointment is not dismissed or discharged within 10 days, or if a bankruptcy or similar petition with respect to the bankruptcy, or other enforced liquidation of, the Customer is presented or filed against it unless same is dismissed or discharged within 30 days and during which grace period execution thereunder is effectively stayed, or the Customer becomes insolvent.

(2) In the event of a Customer Default, at the Supplier's Option, Supplier may (but need not):

- (a) unless prohibited by Applicable Law, temporarily suspend the performance of its obligations under this Agreement, including delivery of the Energy Services, until such time as the Customer Default has been cured, and in such event, unless prohibited by Applicable Law, the Customer's obligation to pay the Service Fee shall continue and shall not abate; and/or
- (b) terminate this Agreement by written notice to Customer, in which case the provisions of Article 11 shall apply.

### Section 10.2 Customer Rights upon Supplier Default

(1) For the purposes hereof, "Supplier Default" means:

- (a) subject to Section 3.5(2), any material breach by the Supplier of its obligations hereunder, which breach has not been cured within sixty (60) days after written notice of such default to Supplier; or
- (b) the Supplier takes any action in respect of liquidation or winding up, or makes an assignment for the benefit of creditors, or makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable statute of any applicable jurisdiction, or if a custodian or receiver or receiver and manager or any other official with similar power is appointed for the Supplier, the System or a substantial portion of the Supplier's assets and such appointment is not dismissed or discharged within 10 days, or if a bankruptcy or similar petition with respect to the bankruptcy, or other enforced liquidation of, the Supplier is presented or filed against it unless same is dismissed or discharged within 30 days and during which grace period execution thereunder is effectively stayed, or the Supplier becomes insolvent.

(2) Customer shall have no right to terminate this Agreement prior to the Expiry Date, notwithstanding any Supplier Default.

(3) In the event of a Supplier Default, the Customer's recourse and remedies shall be limited to:

- (a) an abatement of Service Fees, if and as provided in this Agreement;
- (b) the Availability Rebate, to the extent provided in this Agreement; and
- (c) the pursuit of a claim for monetary damages in the appropriate forum, subject to the provisions of Section 12.2.

### Section 10.3 Damage or Destruction to System

(1) In the event that the System is substantially damaged or destroyed, such that the Supplier can not reasonably deliver the Energy Services to the Customer using the System, or the Customer can not reasonably receive the Energy Services from the System, then Supplier may elect, at the Supplier's Option, to either:

- (a) temporarily suspend the performance of its obligations under this Agreement while it restores or rebuilds the System; or
- (b) terminate this Agreement by written notice to Customer.

(2) If such damage or destruction to the System was caused by Supplier's negligence, breach or wilful misconduct, then:

- (a) if Supplier elects to restore or rebuild, the Fixed Service Fee shall abate on a temporary basis until the Energy Services are restored; and
- (b) if Supplier elects to terminate, the provisions of Article 11 shall apply, except that the Transfer Price shall be \$1.00 as set out in Section 11.2(2).

(3) If such damage or destruction to the System was caused by Force Majeure, then:

- (a) if Supplier elects to restore or rebuild, the Customer's obligation to pay the Service Fee shall continue but shall be proportionally reduced if and only to the extent that the proceeds of a business interruption insurance claim are available and paid or payable to the Supplier in respect of the reduced Service Fee, as determined by the Supplier in its sole discretion; and
- (b) if Supplier elects to terminate, the provisions of Article 11 shall apply.

(4) If such damage or destruction to the System was caused by any reason other than Force Majeure or Supplier's negligence, breach or wilful misconduct, then:

- (a) if Supplier elects to restore or rebuild, the Customer's obligation to pay the Service Fee shall continue and shall not abate; and
- (b) if Supplier elects to terminate, the provisions of Article 11 shall apply.

## Article 11 – TRANSFER OF SYSTEM TO CUSTOMER

### Section 11.1 Transfer of System to Customer

(1) Effective as of the Transfer Date, and in consideration for the Transfer Price, title, ownership, responsibility and liability for the System shall be deemed to have been conveyed to the Customer, on an as-is where-is basis with no representations or warranties as to its condition, function, quality, completeness, suitability or use (nor any representations or warranties in respect of any intellectual property).

(2) If any components of the System are leased by the Supplier from a third party other than the System Owner as of the Transfer Date, Supplier's interest in such lease shall be conveyed to the Customer on the same basis as described above, to the extent such lease is assignable.

(3) All Essential Access Rights shall be deemed to have terminated or expired with effect as of the Transfer Date.

### Section 11.2 System Transfer Price

(1) As consideration for the deemed conveyance of the System and the surrender of the Essential Access Rights in accordance with Section 11.1, Customer shall, upon the exercise of Customer's Buy-Out Option if applicable, or otherwise within thirty (30) days of demand by Supplier at or following the Expiry Date or Early Termination Date, as applicable, pay to the Supplier an amount determined pursuant to clauses (2) and (3) below (the "Transfer Price"). Late payment of any amount due shall accrue interest at the Interest Rate from the due date.

(2) If the Transfer Date occurs on or after the original Expiry Date at the end of the fifty (50) year Term, as set out in Section 2.1(1)(a), the Transfer Price shall be \$1.00.

(3) If the Transfer Date occurs on the Early Termination Date as set out in Section 2.1(1)(b) or at any time prior to the original Expiry Date at the end of the fifty (50) year Term as set out in Section 2.1(1)(a) (including pursuant to Customer's exercise of the Buy-Out Option), the Transfer Price shall be the applicable amount set out in Schedule 11.2, plus applicable taxes.

(4) Supplier and Customer agree that the Transfer Price is a reasonable and *bona fide* estimate of both the value of the System and the damages that Supplier would suffer if the event for which a Transfer Price is payable occurs, and is not a penalty.

### Section 11.3 Indemnification by Customer

Customer agrees to release, indemnify, defend, hold harmless and compensate Supplier and System Owner and their respective officers, directors, employees, servants and agents for any losses, claims, liabilities or expenses arising out of or resulting from or relating to the existence, presence, operation, closure, abandonment or removal of the System from and after the Transfer Date, including environmental liabilities.

### Section 11.4 Transfer Documentation

(1) Each party shall (and if applicable, Supplier shall cause System Owner to) execute such assignments, assumptions, quitclaims, conveyances, bills of sale, releases and indemnities in respect of the System as the other party may reasonably request to reflect the foregoing, provided that Supplier and System Owner shall have no obligation to execute or deliver any such documentation until the Transfer Price, if applicable, has been paid in full.

(2) Subject to compliance with any intellectual property rights of third parties and any confidentiality obligations owed to third parties, Supplier shall, on or within a reasonable period of time following the Transfer Date, provide Customer with copies of any operational manuals, technical specifications and as-built drawings related to the System as may be in its possession on the Transfer Date (if any), all on an as-is where-is basis with no representations or warranties as to the accuracy, completeness, reliability or suitability thereof.

### Section 11.5 Operation and Maintenance Agreement

(1) Supplier and Customer may, each at their sole option, elect to enter into an agreement wherein the Supplier would continue to operate, maintain and monitor the System following the Transfer Date on behalf of the Customer as owner, in exchange for payment of an operation and maintenance fee.

(2) In the event that Customer elects at any time prior to the first (1<sup>st</sup>) anniversary of the Transfer Date to enter into an agreement with a third party for the operation, maintenance and/or monitoring of the System, Customer shall provide Supplier with a 30-day right of first refusal to provide such services on substantially the same terms as those offered by the third party.

## Article 12– INSURANCE & LIABILITY

### Section 12.1 Insurance

Whether or not Customer has secured appropriate insurance, Customer shall be responsible for any loss or damage to the System from any cause, unless caused by the default, negligence or wilful misconduct of the Supplier or its representatives.

### Section 12.2 Limitation of Liability

(1) Notwithstanding any other provision of this Agreement, except for the Transfer Price payable by the Customer pursuant to Section 11.2, the aggregate liability of the Customer to the Supplier under this Agreement shall be limited to, and shall in no circumstances exceed the net present value of the monthly Fixed Service Fee payments for a 50 year Term, applying a discount rate of 8.5%.

(2) Notwithstanding any other provision of this Agreement, the aggregate liability of the Supplier to the Customer under this Agreement shall be limited to, and shall in no circumstances exceed:

- (a) any proceeds of insurance recoverable by Supplier in respect of liabilities or damages payable to Customer; plus



- (b) the amount of any deductible(s) applicable to the insurance claim(s) referred to in paragraph (a) above.

(3) Except for the Transfer Price payable by the Customer pursuant to Section 11.2, in no event, whether as a result of breach of contract, breach of warranty, negligence, nuisance, failure to warn, strict liability, liability without fault or any other liability, shall either party be liable to the other party, its officers, directors, employees, servants and agents for incidental, indirect, consequential, special or punitive damages (including loss of profit, loss of revenue, loss of use of buildings, structures or equipment, business interruption, cost of capital, cost of substituted energy, facilities or services, downtime costs, costs of labour, loss of goodwill, or economic losses of any nature whatsoever) howsoever caused or arising.

#### **Section 12.3 Release**

The supply of heating and cooling to residential consumers through a geosystem is not regulated by the Ontario Energy Board or any other Governmental Authority. For good and valuable consideration, the receipt of which is hereby acknowledged, Customer hereby releases the original developer and builder of the Unit, their affiliates (other than Supplier), and each of their respective officers, directors, employees, agents and representatives (the "Releasees") from any and all manner of actions, causes of action, suits, debts, costs, dues, accounts, covenants, contracts, demands, proceedings and claims for injuries, losses or damages of any kind whatsoever which Customer has had, now has or may hereafter have against any Releasees relating in any way, directly or indirectly, to this Agreement, the System, the supply of or failure to supply Geothermal Fluid to the Unit, or the heating and cooling services or lack of heating and cooling services provided to the Unit.

#### **Article 13 – REPRESENTATIONS AND WARRANTIES**

##### **Section 13.1 Supplier's Representations and Warranties**

Supplier represents and warrants to Customer as stated below and acknowledges that the Customer is relying on the accuracy of each such representation and warranty in entering into this Agreement and performing its obligations hereunder.

(1) Status. Supplier is a subsisting corporation in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(2) Due Authorization. The execution and delivery of this Agreement by Supplier and the consummation of its obligations hereunder have been duly and validly authorized by Supplier, and no other corporate proceedings on the part of the Supplier are necessary to authorize this Agreement or the transactions described herein.

(3) Enforceability. This Agreement has been duly and validly executed and delivered by Supplier and is a valid and legally binding agreement of Supplier enforceable against Supplier in accordance with its terms.

##### **Section 13.2 Customer's Representations and Warranties**

Customer represents and warrants to Supplier as stated below and acknowledges that Supplier is relying on the accuracy of each such representation and warranty in entering into this Agreement and performing its obligations hereunder.

(1) Due Authorization. Customer is, or will on the Service Commencement Date be, the registered owner of the Lands, and have full authority to grant the Essential Access Rights. Customer's execution, delivery and performance of this Agreement, including the grant of Essential Access Rights, has been duly and validly authorized and no consent or waiver from or notice to any other party is necessary to authorize this Agreement or the transactions described herein.

(2) Enforceability. This Agreement has been duly and validly executed and delivered by Customer and is a valid and legally binding agreement of Customer enforceable against Customer in accordance with its terms.

#### **Article 14 – MISCELLANEOUS**

##### **Section 14.1 Notice**

Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by email to the party as follows:

- (a) if to Customer, prior to the Service Commencement Date, at the address, phone number or email set out in Recital C; and after the Service Commencement Date, at the Unit or at the phone number or email set out in Recital C; and

- (b) if to Supplier:

Fernsby Geothermal Limited  
TD Bank Tower, 66 Wellington Street West  
Suite 5500, P.O. Box 97  
Toronto, ON M5K 1G8  
Attention: Fernsby, Director of Home Services  
Tel: 1-833-FERNSBY (1-833-337-6279)  
Email: [contact@fernsby.com](mailto:contact@fernsby.com)

or in either case, to any other address, email address or Person that the party designates. Any Notice, if delivered personally or by courier, will be deemed to have been given when actually received; if transmitted by email before 5:00 p.m. on a business day, will be deemed to have been given on that business day, and if transmitted by email after 5:00 p.m. on a business day, will be deemed to have been given on the business day after the date of the transmission.

##### **Section 14.2 Assignment**

- (1) Customer may not assign this Agreement except as set out in clause (2) below.

(2) If Customer sells or otherwise conveys its ownership interest in the Lands or the Unit, Customer shall inform the transferee, prior to entering into any agreement to sell, or if no such agreement, then prior to the effective date of the sale or transfer, of the existence of this Agreement and the Supplier's System installed on the Lands. Customer may assign to such transferee its rights and obligations under this Agreement, effective from the date of sale or other transfer, provided that:

- (a) Customer or its representative:

- (i) notifies the transferee in the sale or transfer agreement that the System is owned by the Supplier and is subject to this Agreement;
- (ii) notifies Supplier in advance of the transferee's name and the intended date of sale or other transfer;
- (iii) notifies Supplier in advance of the address and telephone number where Customer can be contacted after the date of sale or transfer; and
- (iv) has paid to Supplier all amounts owing under this Agreement; and

- (b) the transferee agrees in writing to assume Customer's obligations under this Agreement, by executing and delivering Supplier's prescribed form of assumption agreement, which may be requested by contacting Supplier at least seven (7) days before such form is required, at 1-833-FERNSBY (1-833-337-6279) or [contact@fernsby.com](mailto:contact@fernsby.com), or such other number or address that the Supplier designates.

(3) Unless and until all of the foregoing conditions are satisfied or are otherwise waived by Supplier in its sole discretion, Customer will remain responsible for all of its obligations under this Agreement, including all Service Fee payments. Customer hereby authorizes Supplier to respond to information requests relating to Customer's account made by or on behalf of the transferee. Supplier may also accept performance of Customer's obligations (including payment obligations) from other parties (such as Occupants) but will not be required to do so.

(4) Supplier may transfer, assign, encumber or otherwise dispose of all or part of the System and/or this Agreement and its rights and obligations hereunder, and for greater certainty may engage subcontractors to perform or deliver any or all of its obligations hereunder.

(5) In connection with any financing for the construction or operation of the System, Supplier may collaterally assign this Agreement to a lender. In order to facilitate such financing, Customer agrees to enter into a direct agreement with any such lender for the purpose of providing such lender with such secured lender's rights, including supplemental notice, cure,

assignment, assumption and step-in rights, as such lender may reasonably request.

#### **Section 14.3 Survival**

Notwithstanding any termination or expiry of this Agreement, the provisions of Article 11, and any other section which by its terms is intended to survive termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement.

#### **Section 14.4 Further Assurances**

Each party shall from time to time promptly execute and deliver all further documents and take all further action as a party may reasonably request to give effect to the provisions and intent of this Agreement.

#### **Section 14.5 Time of the Essence**

For every provision of this Agreement, time is of the essence.

#### **Section 14.6 Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement. The parties are not relying on any other information, discussion or understanding in entering into this Agreement. The foregoing is not intended to negate or impact the validity of any Essential Access Rights.

#### **Section 14.7 Amendment**

This Agreement may be amended from time to time by Supplier, including any amendment to the Fixed Service Fee which Supplier considers necessary to restore the Supplier's Economics following a Change in Law, up to a maximum aggregate 30% increase to the Fixed Service Fee, such amendment to be implemented by way of notice in bill inserts, by letter or by any method permitted by law, in which case:

- (a) Customer will have the option to not accept such amendment and retain this Agreement unchanged; and
- (b) if Customer elects not to accept such amendment, Supplier will have the right to terminate this Agreement by written notice to Customer, in which case the provisions of Article 11 shall apply, except that the Transfer Price shall be \$1.00 as set out in Section 11.2(2).

#### **Section 14.8 Waiver**

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the parties to this Agreement entitled to grant the waiver. No failure to exercise, indulgence, forbearance or other accommodation, and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

#### **Section 14.9 Severability**

If any provision of this Agreement or the application thereof to any Person or circumstance is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or

- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

#### **Section 14.10 Benefit of Agreement**

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

#### **Section 14.11 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

#### **Section 14.12 Execution and Counterparts**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its signature on the execution page hereof to the other party by electronic transmission and such transmissions shall constitute effective delivery of an executed copy of this Agreement to the receiving party for all purposes.

By signing below, each party acknowledges that it has had an opportunity to review this Agreement, to correct any errors, and to accept or decline the terms hereof. Customer confirms there are no errors and that it accepts the above terms.

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**Customer Signature**

**Name:**

**Date:**

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**Customer Signature**

**Name:**

**Date:**

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**Customer Signature**

**Name:**

**Date:**

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**Customer Signature**

**Name:**

**Date:**

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**Signature of Fernsby Geothermal Limited**

**Name:**

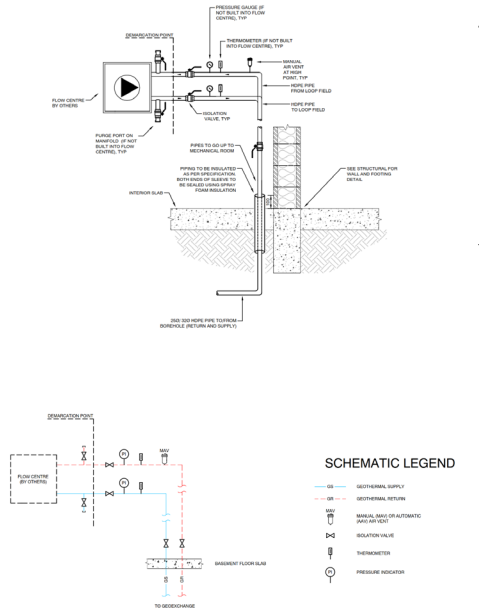
**Title:** Authorized Signatory

### Schedule 1.1(37)(a) – Maximum Demand

Refer to the applicable Unit Model designated in Recital C.

Unit Model	Maximum Demand (in kW) - HEATING	Maximum Demand (in kW) - COOLING
Village Home End Unit	5.7	4.1
Village Home Middle Unit	4.3	3.0
Townhome End Unit	5.9	3.6
Townhome Middle Unit	4.3	2.4
Rear Lane Townhome End Unit	5.9	4.7
Real Lane Townhome Middle Unit	4.3	3.1
34' Detached	7.2	3.8
38' Detached	7.2	5.0

### Schedule 1.1(52) – System



### Schedule 11.2 – Transfer Price

For Village Home End Unit, Village Home Middle Unit, Townhome End Unit, or Townhome Middle Unit					
Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)
Before Service Commencement Date	\$30,138	17 <sup>th</sup> Year of Term	\$26,654	34 <sup>th</sup> Year of Term	\$16,202
1 <sup>st</sup> Year of Term	\$30,126	18 <sup>th</sup> Year of Term	\$26,232	35 <sup>th</sup> Year of Term	\$15,370
2 <sup>nd</sup> Year of Term	\$30,089	19 <sup>th</sup> Year of Term	\$25,786	36 <sup>th</sup> Year of Term	\$14,514
3 <sup>rd</sup> Year of Term	\$30,029	20 <sup>th</sup> Year of Term	\$25,316	37 <sup>th</sup> Year of Term	\$13,634
4 <sup>th</sup> Year of Term	\$29,945	21 <sup>st</sup> Year of Term	\$24,821	38 <sup>th</sup> Year of Term	\$12,730
5 <sup>th</sup> Year of Term	\$29,836	22 <sup>nd</sup> Year of Term	\$24,303	39 <sup>th</sup> Year of Term	\$11,802
6 <sup>th</sup> Year of Term	\$29,704	23 <sup>rd</sup> Year of Term	\$23,760	40 <sup>th</sup> Year of Term	\$10,849
7 <sup>th</sup> Year of Term	\$29,547	24 <sup>th</sup> Year of Term	\$23,194	41 <sup>st</sup> Year of Term	\$9,873
8 <sup>th</sup> Year of Term	\$29,366	25 <sup>th</sup> Year of Term	\$22,603	42 <sup>nd</sup> Year of Term	\$8,872
9 <sup>th</sup> Year of Term	\$29,161	26 <sup>th</sup> Year of Term	\$21,988	43 <sup>rd</sup> Year of Term	\$7,847
10 <sup>th</sup> Year of Term	\$28,932	27 <sup>th</sup> Year of Term	\$21,349	44 <sup>th</sup> Year of Term	\$6,799
11 <sup>th</sup> Year of Term	\$28,679	28 <sup>th</sup> Year of Term	\$20,686	45 <sup>th</sup> Year of Term	\$5,726
12 <sup>th</sup> Year of Term	\$28,402	29 <sup>th</sup> Year of Term	\$19,999	46 <sup>th</sup> Year of Term	\$4,629
13 <sup>th</sup> Year of Term	\$28,100	30 <sup>th</sup> Year of Term	\$19,288	47 <sup>th</sup> Year of Term	\$3,508
14 <sup>th</sup> Year of Term	\$27,775	31 <sup>st</sup> Year of Term	\$18,553	48 <sup>th</sup> Year of Term	\$2,362

For Village Home End Unit, Village Home Middle Unit, Townhome End Unit, or Townhome Middle Unit					
Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)
15 <sup>th</sup> Year of Term	\$27,425	32 <sup>nd</sup> Year of Term	\$17,793	49 <sup>th</sup> Year of Term	\$1,193
16 <sup>th</sup> Year of Term	\$27,052	33 <sup>rd</sup> Year of Term	\$17,010	50 <sup>th</sup> Year of Term, or later	\$1

For Rear Lane Townhome End Unit, or Rear Lane Townhome Middle Unit					
Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)
Before Service Commencement Date	\$31,850	17 <sup>th</sup> Year of Term	\$28,168	34 <sup>th</sup> Year of Term	\$17,122
1 <sup>st</sup> Year of Term	\$31,837	18 <sup>th</sup> Year of Term	\$27,722	35 <sup>th</sup> Year of Term	\$16,243
2 <sup>nd</sup> Year of Term	\$31,799	19 <sup>th</sup> Year of Term	\$27,251	36 <sup>th</sup> Year of Term	\$15,339
3 <sup>rd</sup> Year of Term	\$31,735	20 <sup>th</sup> Year of Term	\$26,754	37 <sup>th</sup> Year of Term	\$14,409
4 <sup>th</sup> Year of Term	\$31,646	21 <sup>st</sup> Year of Term	\$26,232	38 <sup>th</sup> Year of Term	\$13,453
5 <sup>th</sup> Year of Term	\$31,532	22 <sup>nd</sup> Year of Term	\$25,684	39 <sup>th</sup> Year of Term	\$12,472
6 <sup>th</sup> Year of Term	\$31,391	23 <sup>rd</sup> Year of Term	\$25,111	40 <sup>th</sup> Year of Term	\$11,466
7 <sup>th</sup> Year of Term	\$31,226	24 <sup>th</sup> Year of Term	\$24,512	41 <sup>st</sup> Year of Term	\$10,434
8 <sup>th</sup> Year of Term	\$31,035	25 <sup>th</sup> Year of Term	\$23,887	42 <sup>nd</sup> Year of Term	\$9,376
9 <sup>th</sup> Year of Term	\$30,818	26 <sup>th</sup> Year of Term	\$23,238	43 <sup>rd</sup> Year of Term	\$8,293
10 <sup>th</sup> Year of Term	\$30,576	27 <sup>th</sup> Year of Term	\$22,562	44 <sup>th</sup> Year of Term	\$7,185
11 <sup>th</sup> Year of Term	\$30,309	28 <sup>th</sup> Year of Term	\$21,862	45 <sup>th</sup> Year of Term	\$6,051
12 <sup>th</sup> Year of Term	\$30,016	29 <sup>th</sup> Year of Term	\$21,136	46 <sup>th</sup> Year of Term	\$4,892
13 <sup>th</sup> Year of Term	\$29,697	30 <sup>th</sup> Year of Term	\$20,384	47 <sup>th</sup> Year of Term	\$3,707
14 <sup>th</sup> Year of Term	\$29,353	31 <sup>st</sup> Year of Term	\$19,607	48 <sup>th</sup> Year of Term	\$2,497
15 <sup>th</sup> Year of Term	\$28,984	32 <sup>nd</sup> Year of Term	\$18,804	49 <sup>th</sup> Year of Term	\$1,261
16 <sup>th</sup> Year of Term	\$28,589	33 <sup>rd</sup> Year of Term	\$17,976	50 <sup>th</sup> Year of Term, or later	\$1

For 34' Detached					
Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)
Before Service Commencement Date	\$45,892	17 <sup>th</sup> Year of Term	\$40,587	34 <sup>th</sup> Year of Term	\$24,671
1 <sup>st</sup> Year of Term	\$45,873	18 <sup>th</sup> Year of Term	\$39,944	35 <sup>th</sup> Year of Term	\$23,405
2 <sup>nd</sup> Year of Term	\$45,818	19 <sup>th</sup> Year of Term	\$39,265	36 <sup>th</sup> Year of Term	\$22,101
3 <sup>rd</sup> Year of Term	\$45,727	20 <sup>th</sup> Year of Term	\$38,549	37 <sup>th</sup> Year of Term	\$20,761
4 <sup>th</sup> Year of Term	\$45,598	21 <sup>st</sup> Year of Term	\$37,796	38 <sup>th</sup> Year of Term	\$19,384
5 <sup>th</sup> Year of Term	\$45,433	22 <sup>nd</sup> Year of Term	\$37,007	39 <sup>th</sup> Year of Term	\$17,971
6 <sup>th</sup> Year of Term	\$45,231	23 <sup>rd</sup> Year of Term	\$36,181	40 <sup>th</sup> Year of Term	\$16,521
7 <sup>th</sup> Year of Term	\$44,992	24 <sup>th</sup> Year of Term	\$35,318	41 <sup>st</sup> Year of Term	\$15,034
8 <sup>th</sup> Year of Term	\$44,717	25 <sup>th</sup> Year of Term	\$34,419	42 <sup>nd</sup> Year of Term	\$13,510
9 <sup>th</sup> Year of Term	\$44,405	26 <sup>th</sup> Year of Term	\$33,483	43 <sup>rd</sup> Year of Term	\$11,950
10 <sup>th</sup> Year of Term	\$44,056	27 <sup>th</sup> Year of Term	\$32,510	44 <sup>th</sup> Year of Term	\$10,353
11 <sup>th</sup> Year of Term	\$43,671	28 <sup>th</sup> Year of Term	\$31,500	45 <sup>th</sup> Year of Term	\$8,719
12 <sup>th</sup> Year of Term	\$43,248	29 <sup>th</sup> Year of Term	\$30,454	46 <sup>th</sup> Year of Term	\$7,049
13 <sup>th</sup> Year of Term	\$42,789	30 <sup>th</sup> Year of Term	\$29,371	47 <sup>th</sup> Year of Term	\$5,341
14 <sup>th</sup> Year of Term	\$42,294	31 <sup>st</sup> Year of Term	\$28,251	48 <sup>th</sup> Year of Term	\$3,597
15 <sup>th</sup> Year of Term	\$41,761	32 <sup>nd</sup> Year of Term	\$27,094	49 <sup>th</sup> Year of Term	\$1,817
16 <sup>th</sup> Year of Term	\$41,192	33 <sup>rd</sup> Year of Term	\$25,901	50 <sup>th</sup> Year of Term, or later	\$1

For 38' Detached					
Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)	Period in which Termination Occurs	Transfer Price (excl. taxes)
Before Service Commencement Date	\$50,687	17 <sup>th</sup> Year of Term	\$44,827	34 <sup>th</sup> Year of Term	\$27,249
1 <sup>st</sup> Year of Term	\$50,666	18 <sup>th</sup> Year of Term	\$44,117	35 <sup>th</sup> Year of Term	\$25,850
2 <sup>nd</sup> Year of Term	\$50,605	19 <sup>th</sup> Year of Term	\$43,367	36 <sup>th</sup> Year of Term	\$24,410
3 <sup>rd</sup> Year of Term	\$50,504	20 <sup>th</sup> Year of Term	\$42,577	37 <sup>th</sup> Year of Term	\$22,930
4 <sup>th</sup> Year of Term	\$50,362	21 <sup>st</sup> Year of Term	\$41,745	38 <sup>th</sup> Year of Term	\$21,410
5 <sup>th</sup> Year of Term	\$50,180	22 <sup>nd</sup> Year of Term	\$40,873	39 <sup>th</sup> Year of Term	\$19,849
6 <sup>th</sup> Year of Term	\$49,957	23 <sup>rd</sup> Year of Term	\$39,961	40 <sup>th</sup> Year of Term	\$18,247
7 <sup>th</sup> Year of Term	\$49,693	24 <sup>th</sup> Year of Term	\$39,008	41 <sup>st</sup> Year of Term	\$16,605
8 <sup>th</sup> Year of Term	\$49,389	25 <sup>th</sup> Year of Term	\$38,015	42 <sup>nd</sup> Year of Term	\$14,922
9 <sup>th</sup> Year of Term	\$49,044	26 <sup>th</sup> Year of Term	\$36,981	43 <sup>rd</sup> Year of Term	\$13,198
10 <sup>th</sup> Year of Term	\$48,659	27 <sup>th</sup> Year of Term	\$35,906	44 <sup>th</sup> Year of Term	\$11,434
11 <sup>th</sup> Year of Term	\$48,233	28 <sup>th</sup> Year of Term	\$34,791	45 <sup>th</sup> Year of Term	\$9,630
12 <sup>th</sup> Year of Term	\$47,767	29 <sup>th</sup> Year of Term	\$33,635	46 <sup>th</sup> Year of Term	\$7,785
13 <sup>th</sup> Year of Term	\$47,260	30 <sup>th</sup> Year of Term	\$32,439	47 <sup>th</sup> Year of Term	\$5,899
14 <sup>th</sup> Year of Term	\$46,713	31 <sup>st</sup> Year of Term	\$31,202	48 <sup>th</sup> Year of Term	\$3,973
15 <sup>th</sup> Year of Term	\$46,125	32 <sup>nd</sup> Year of Term	\$29,925	49 <sup>th</sup> Year of Term	\$2,007
16 <sup>th</sup> Year of Term	\$45,496	33 <sup>rd</sup> Year of Term	\$28,607	50 <sup>th</sup> Year of Term, or later	\$1

# **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 60 days prior to Closing and notify the Vendor thereof, the Purchaser shall not only be in default hereunder but also and acknowledges and agrees that in such event tender by the Vendor is waived and the Vendor will be deemed on the day of Closing to be ready, willing and able to complete this transaction without having to give proof thereof. In addition, if the Purchaser notifies the Vendor of its solicitor information less than 60 days prior to Closing or changes its solicitor, and the Vendor forgives any default that arises therefrom, the Purchaser shall pay to the Vendor's Solicitors (or reimburse the Vendor) for all additional legal fees and disbursements which may be incurred by the Vendor or charged by its solicitors, which shall be at a minimum \$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:

For Individuals:

\_\_\_\_\_

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

\_\_\_\_\_

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

January 18, 2023

\_\_\_\_\_/\_\_\_\_\_  
Initials

Schedule A (Home Features)

Upper Joshua Creek – Village Home 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).
7.

All triple-glazed vinyl casement windows or triple-glazed fixed windows (excluding windows in crawl space, where applicable). All windows as per vendor's specifications and caulked on exterior.
8.

Zone 3 Sliding patio door or garden door(s), as per plan.
9.

All windows and patio doors to have Low E and Argon Gas, excluding entry door glazing (as per plan).
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.
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.

Village Homes have one exterior water tap at the front (or garage) of home.
17.

Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one on 2nd floor balcony.
18.

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

Vendor will install a two-coat asphalt driveway and concrete apron for single car driveway.

KITCHEN

1.

Purchaser's choice of cabinets and quartz countertops 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 steel finish kitchen 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.

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 & quartz from Vendor's Included selection (excluding Powder Room).
4.

Colour co-ordinated kick-plate to compliment vanity cabinets.
5.

Decorative lighting in all bathrooms and Powder Room.
6.

Beveled mirrors approx. 42" high in all bathroom(s) and powder room.
7.

White bathroom fixtures from Vendor's standard selection including efficient 4.8L elongated toilet.
8.

White acrylic bathtubs in all main and secondary bathrooms with ledge as per plan.
9.

Exhaust fans vented to exterior in all bathroom(s) and Powder Room.
10.

Privacy locks on all bathroom and powder room doors.
11.

Chrome finish upgraded Moen washer-less faucet with pop-up drain and water saving aerator in all bathroom and Powder Room sinks.
12.

Pedestal sink in Powder Room, as per plan.
13.

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.
14.

White acrylic freestanding oval tub with Moen roman tub faucet in chrome finish as per plan.
15.

Bathroom and Powder Room accessories to include Moen chrome finish matching towel bar and toilet tissue holder.
16.

Pressure balance valves to all shower stalls and tub/showers as per plan.
17.

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 2<sup>nd</sup> floor and from 2nd floor to third floor as per plan.
2.

Colonial moulded panel interior passage doors throughout finished areas (purchaser's choice from vendor's standard selection of one style throughout), excluding sliding closet doors.
3.

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

Colonial 2 ¼" trim casing on all swing doors and flat archways up to approx. 12" deep, on ground floor and main floor and hallway of 3rd floor, and windows throughout in all finished areas, foyer and linen closets, where applicable as per plan (excluding bedroom closets with sliding doors and arches in ground and 3rd floor bedrooms and bathrooms).
5.

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

Satin nickel finish hinges and lever-style handles 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.

200 Amp service with circuit breaker type panel.
3.

All wiring in accordance with Ontario Hydro standards.
4.

Monitoring device at Hydro Panel.
5.

One electrical outlet under electrical panel if located in unfinished area.
6.

Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
7.

One electrical outlet in garage for each parking space. One ceiling outlet in garage for each garage door for future garage door opener.
8.

Electrical box with conduit from garage to electrical panel for future Electric Vehicle charging included. This is rough in only. Wiring to electrical panel, plug and transformer not included.
9.

Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
10.

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).
11.

Switch controlled receptacle in living room.
12.

2 capped ceiling boxes for future pendant lights above kitchen island or peninsula, as per plan.
13.

Decora style dimmer control in primary bedroom and dining room as per plan.
14.

Deeper electrical boxes for future smart switches (smart switches not included)
15.

One (1) brushed nickel finished smart door lock for front door entry.
16.

One (1) smart light switch for front entry light.
17.

One (1) outlet in 2nd floor closet for future provision for wifi extension (wifi extension not included).
18.

Smoke Detector with visual signaling component installed as per Ontario Building Code.
19.

Carbon Monoxide Detector on all floors where a finished bedroom is located.
20.

Electronic door chime at front door.
21.

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

PAINTING

1.

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

Interior trim and doors to be painted white.
3.

Smooth finish ceiling on ground, 2<sup>nd</sup> and 3<sup>rd</sup> floor. All closets to have sprayed stipple ceilings only.

FLOORING

1.

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.
2.

Engineered Oak Hardwood 3 1/2" wide flooring in choice of colour from vendor's standard selection on all finished areas (excluding tiled areas) on ground, 2<sup>nd</sup> and 3<sup>rd</sup> floor as per plan.
3.

Tongue and groove, oriented strand board subflooring throughout (except ground floor) screwed and glued on engineered floor joist system.
4.

Concrete floor in mechanical room (in crawl space, where applicable) with drain.

ADDITIONAL FEATURES

1.

9' high ceilings on ground floor, 9' high ceiling on 2nd 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 second 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.

2"x 6" exterior wall construction
3.

Mortgage survey provided with closing documents at no additional cost.
4.

Garage floor and driveway sloped for drainage.
5.

Concrete garage floor where applicable with re-enforced grade beams.
6.

Garage drywalled and primed.
7.

All windows installed with expandable foam to minimize air leakage.
8.

Poured concrete walls below grade with weeping tile.
9.

Poured concrete front porch as per plan.
10.

Architecturally pre-determined sitings and exterior colours in conformance with applicable zoning and architectural control guidelines.
11.

Ducts professionally cleaned.
12.

Stainless Steel 30"W Refrigerator, 24"W Dishwasher and 30"W electric 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.

Ground Source Heat Pumps for heating and cooling.
7.

EnergyStar qualified electric water heater is included.
8.

Geothermal Energy included for all homes.
9.

Energy Star certified Smart Thermostat, centrally located on 2nd Floor.
10.

LED lighting in all standard interior and exterior light fixtures as per plan.
11.

Energy Recovery Ventilation (ERV) installed, interlocked with hvac system.
12.

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., August 11, 2023.

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 –Rear Lane 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).
- All vinyl casement windows or simulated single-hung casement windows, or fixed windows throughout. All windows as per vendor's specifications and caulked on exterior.
- Sliding patio door or garden door(s), as per plan.
- All windows triple glazed and entry door glazing. Sliding patio door, where applicable, to be classified as Zone 3 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 closer and keyless entry hardware, 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. For fire department access, garage doors may include built-in pedestrian doors to allow access from laneway, as required.
- Entire lot sodded except paved areas (common side yard 6’ or less may be finished with granular material).
- Pre-cast concrete slab walkway to front door entry, pre-cast step(s) at front and/or rear door as required.
- Rear Lane 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.
- 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.
- Vendor will install a two-coat asphalt apron at rear.

KITCHEN

- Purchaser’s choice of cabinets and quartz countertops 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 steel finish kitchen 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.
- 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 & quartz from Vendor's Included selection (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 and from second to third floor as per plan.
- Colonial 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 ¼” 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.
- Satin nickel finish hinges and lever-style handles 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
- 200 Amp service with circuit breaker type panel.
- All wiring in accordance with Ontario Hydro standards.
- Monitoring device at Hydro Panel.
- 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.
- Electrical box with conduit from garage to electrical panel for future Electric Vehicle charging included. This is rough in only. Wiring to electrical panel, plug and transformer not included.
- 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.
- 2 capped ceiling boxes for future pendant lights above kitchen island or peninsula, as per plan.
- Decora style dimmer control in primary bedroom and dining room as per plan.
- Deeper electrical boxes for future smart switches (smart switches not included)
- One (1) brushed nickel finished smart door lock for front door entry.
- One (1) smart light switch for front entry light.
- One (1) outlet in 2nd floor closet for future provision for wifi extension (wifi extension not included).
- 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.

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.
- Smooth finish ceiling on ground, 2<sup>nd</sup> and 3<sup>rd</sup> floor. 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.
- Engineered Oak Hardwood 3 1/2” wide flooring in choice of colour from vendor's standard selection on all finished areas (excluding tiled areas) on 2<sup>nd</sup> and 3<sup>rd</sup> floor as per plan.
- 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.
- Tongue and groove, oriented strand board subflooring throughout (except ground floor) screwed and glued on engineered floor joist system.
- Concrete floor in mechanical room (when on ground floor) with drain.

ADDITIONAL FEATURES

- 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
- 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.
- Ducts professionally cleaned.
- Stainless Steel Refrigerator, Dishwasher and Electric Stove, as per Vendor's standard selection.

ENERGY STAR PROGRAM

- All triple-glazed windows with insulated spacers.
- Windows installed with expandable foam at perimeter and caulked on the exterior.
- 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.
- Ground Source Heat Pumps for heating and cooling.
- EnergyStar qualified electric water heater is included.
- Geothermal Energy included for all homes.
- Energy Star certified Smart Thermostat, centrally located on 2nd Floor.
- LED lighting in all standard interior and exterior light fixtures as per plan.
- Energy Recovery Ventilation (ERV) installed, interlocked with hvac system.
- 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., August 11, 2023

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 the Purchaser’s house. Variations from the Vendor’s samples may include but not be limited to variations in bricks, finishing materials, kitchen and vanity cabinets, and floor and wall finishes due to normal production process. The Purchaser is hereby notified that the laundry room may be lowered to accommodate side yard drainage, and in extraordinary cases, door(s) from laundry room will be eliminated at Vendor’s discretion. Steps, where applicable, may vary at any exterior or interior entranceway due to grading variance. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts these changes as necessary. When the Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The house erected or to be erected on the applicable lot shall contain the features listed above. The floor plan shall be the plan that is illustrated in the Vendor’s latest sales display or in any electronic or digital brochures 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 or digital renderings that are 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. The 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. The Vendor reserves the right to use visual representations of the home, taken both during construction and after occupancy, for the purposes of Public Relations and Advertising, and the undersigned hereby consents to the same

Schedule A (Home Features)  
Upper Joshua Creek –2 Storey 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).
7. All vinyl casement windows or simulated single-hung casement windows, or fixed windows throughout, excluding basement. Basement windows (30"x24") to be all-vinyl sliders. All windows as per vendor's specifications and caulked on exterior.
8. Sliding patio door or garden door(s), as per plan.
9. All windows triple glazed, excluding basement windows and entry door glazing. Basement windows and sliding patio door, where applicable, to be classified as Zone 3 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 closer and keyless entry hardware, 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.
14. Entire lot sodded except paved areas (common side yard 6' or less may be finished with granular material).
15. Pre-cast concrete slab walkway to front door entry, pre-cast step(s) at front and/or rear door as required.
16. Two exterior water taps, one in front (or garage), and one at rear of home.
17. Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one at rear of home.
18. Front door entry set finished in Satin Nickel. Individual house number. Black front coach lights at all exterior home entrances, as per elevation.
19. Vendor will install a two-coat asphalt driveway and concrete apron for single car driveway and double car driveway.

KITCHEN

1. Purchaser's choice of cabinets and quartz countertops 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 steel finish kitchen 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. 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 & quartz from Vendor's Included selection (excluding Powder Room).
4. Colour co-ordinated kick-plate to compliment vanity cabinets.
5. Decorative lighting in all bathrooms and Powder Room.
6. Beveled mirrors approx. 42" high in all bathroom(s) and powder room.
7. White bathroom fixtures from Vendor's standard selection including efficient 4.8L elongated toilet.
8. White acrylic bathtubs in all main and secondary bathrooms with ledge as per plan.
9. Exhaust fans vented to exterior in all bathroom(s) and Powder Room.
10. Privacy locks on all bathroom and powder room doors.
11. Chrome finish upgraded Moen washer-less faucet with pop-up drain and water saving aerator in all bathroom and Powder Room sinks.
12. Pedestal sink in Powder Room, as per plan.
13. 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.
14. White acrylic freestanding oval tub with Moen roman tub faucet in chrome finish as per plan.
15. Bathroom and Powder Room accessories to include Moen chrome finish matching towel bar and toilet tissue holder.
16. Pressure balance valves to all shower stalls and tub/showers as per plan.
17. 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.
2. Colonial 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 ¼" 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. Satin nickel finish hinges and lever-style handles 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. 200 Amp service with circuit breaker type panel.
3. All wiring in accordance with Ontario Hydro standards.
4. Monitoring device at Hydro Panel.
5. One electrical outlet under electrical panel if located in unfinished area.
6. Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
7. One electrical outlet in garage for each parking space. One ceiling outlet in garage for each garage door for future garage door opener.
8. Electrical box with conduit from garage to basement electrical panel for future Electric Vehicle charging included. This is rough in only. Wiring to electrical panel, plug and transformer not included.
9. Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
10. 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).
11. Switch controlled receptacle in living room.
12. 2 capped ceiling boxes for future pendant lights above kitchen island or peninsula, as per plan.
13. Decora style dimmer control in primary bedroom and dining room as per plan.
14. Deeper electrical boxes for future smart switches (smart switches not included)
15. One (1) brushed nickel finished smart door lock for front door entry.
16. One (1) smart light switch for front entry light.
17. One (1) outlet in 2nd floor closet for future provision for wifi extension (wifi extension not included).
18. Smoke Detector with visual signaling component installed as per Ontario Building Code.
19. Carbon Monoxide Detector on all floors where a finished bedroom is located.
20. Electronic door chime at front door.
21. Buidler to provide (1) finished Cat6 Data line to Great Room to accommodate cable, telephone and internet connections.

PAINTING

1. Washable low VOC latex paint on interior walls throughout finished areas (one colour throughout) from Vendor's standard selection.
2. Interior trim and doors to be painted white.
3. Smooth finish ceiling on main and 2<sup>nd</sup> floor. All closets to have sprayed stipple ceilings only.

FLOORING

1. Choice of ceramic floor tile in Foyer, Kitchen, Breakfast Area, Powder Room, bathroom(s) and finished Laundry Room, where applicable as per plan, from Vendor's standard selection.
2. Engineered Oak Hardwood 3 1/2" wide flooring in choice of colour from vendor's standard selection throughout finished areas (excluding tiled areas) as per plan.
3. Tongue and groove, oriented strand board subflooring throughout (except Basement), screwed and glued on engineered floor joist system.
4. Concrete basement floor with drain.

FAMILY ROOM / GREAT ROOM

1. Contemporary Electric fireplace as per plan, from Vendor's standard selection.

ADDITIONAL FEATURES

1. 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. 2"x6" exterior wall construction
3. Insulated door from house to garage (where grade permits, as per plan), with safety door closer and keyless entry hardware.
4. Garage drywalled and primed.
5. Mortgage survey provided with closing documents at no additional cost.
6. Garage floor and driveway sloped for drainage.
7. Concrete garage floor where applicable with reinforced grade beams.
8. All windows installed with expandable foam to minimize air leakage. (excluding basement windows)
9. Poured concrete basement walls with drainage membrane and weeping tile.
10. Poured concrete front porch as per plan.
11. Architecturally pre-determined sitings and exterior colours in conformance with applicable zoning and architectural control guidelines.
12. Ducts Professionally Cleaned.
13. Rough in 3-piece washroom in unfinished area in Basement.
14. Stainless Steel Refrigerator, Dishwasher and Electric Stove, as per Vendor's standard selection.

ENERGY STAR / NET ZERO READY PROGRAM

1. 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).
2. Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
3. All ductwork to be sealed with foil tape or mastic sealant.
4. Ceilings insulated to a minimum of R60 below attic space.
5. R10 Styrofoam below basement slab.
6. Conduit from basement to attic for future solar panels. (Solar array not included)
7. Ground Source Heat Pumps for heating and cooling.
8. Drain water heat recovery unit(s) servicing 1 shower will be included.
9. EnergyStar qualified electric water heater is included, as located in unfinished basement.
10. Geothermal Energy included for all homes.
11. Energy Star certified Smart Thermostat, centrally located on Ground Floor.
12. LED lighting in all standard interior and exterior light fixtures as per plan.
13. Energy Recovery Ventilation (ERV) installed, interlocked with hvac system.
14. 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., August 11, 2023

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 - Detached Home

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).
7.

All vinyl casement windows or simulated single-hung casement windows, or fixed windows throughout, excluding basement. Basement windows (30"x12") to be all-vinyl sliders. All windows as per vendor's specifications and caulked on exterior.
8.

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

All windows triple glazed, excluding basement windows and entry door glazing. Basement windows and sliding patio door, where applicable, to be classified as Zone 3 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 closer and keyless entry hardware, 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.
14.

Entire lot sodded except paved areas (common side yard 6' or less may be finished with granular material).
15.

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

Two exterior water taps, one in front (or garage), and one at rear of home.
17.

Two exterior weatherproof electrical outlets with ground fault interrupter, one at front and one at rear of home.
18.

Front door entry set finished in Satin Nickel. Individual house number. Black front coach lights at all exterior home entrances, as per elevation.
19.

Vendor will install a two-coat asphalt driveway and concrete apron for single car driveway and double car driveway.

KITCHEN

1.

Purchaser's choice of cabinets and quartz countertops 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.

Kitchen inclusive of package upgrade including bank of drawers adjacent to stove opening or sink cabinet, valence under upper cabinets, stacked cabinets above uppers, deep fridge upper and fridge gable, pot and pan drawers.
5.

Coldwater line roughed into fridge location for future refrigerator.
6.

Shut-off valve to the kitchen sink.
7.

Stainless steel finish kitchen exhaust fan with 6" duct vented to exterior.
8.

Heavy duty receptacle for future stove and dedicated electrical receptacle for future refrigerator.
9.

Split receptacle(s) at counter level for future small appliances.
10.

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 with rain head type showerhead and a separate handheld shower head on a bracket from Vendor's standard samples.
2.

Glass shower enclosures with 2x2 white mosaic tile base, 8x10 ceramic tiled walls (where required) and glass enclosure in Primary Ensuite as per plan with aluminum channel as required, from Vendors' standard selection.
3.

Purchaser's choice of cabinets and quartz countertops from Vendor's included selection (excluding Powder Room).
4.

Colour co-ordinated kick-plate to compliment vanity cabinets.
5.

Decorative lighting in all bathrooms and Powder Room.
6.

Beveled mirrors approx. 42" high in all bathroom(s) and powder room.
7.

White bathroom fixtures from Vendor's standard selection including efficient 4.8L elongated toilet.
8.

White acrylic bathtubs in all main and secondary bathrooms with ledge as per plan.
9.

Exhaust fans vented to exterior in all bathroom(s) and Powder Room.
10.

Privacy locks on all bathroom and powder room doors.
11.

Chrome finish upgraded Moen washer-less faucet with pop-up drain and water saving aerator in all bathroom and Powder Room sinks.
12.

Pedestal sink in Powder Room, as per plan.
13.

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.
14.

White acrylic freestanding oval tub with Moen roman tub faucet in chrome finish as per plan.
15.

Bathroom and Powder Room accessories to include Moen chrome finish matching towel bar and toilet tissue holder.
16.

Pressure balance valves to all shower stalls and tub/showers as per plan.
17.

Shut off valves for all bathroom and Powder Room sinks.

INTERIOR TRIM

1.

Stairs with oak treads, oak veneer risers and stringers to finished areas as per plan, with choice of stained or natural finish from Vendor's standard colour selection. Includes oak handrail with square oak post and pickets.
2.

Standard kneewalls, ledges and window seats to be capped with white painted MDF (medium density fibreboard) trim detailing.
3.

Riverside moulded panel interior passage doors throughout finished areas (per trim package selected; one style throughout), excluding sliding closet doors if applicable.
4.

Interior passage doors are 8ft tall throughout (where possible).
5.

5 ¼" Step baseboard and 2 ¾" Step casing in choice of chamfered or step profile. 3/8" profiled door stop trim in all tiled areas, on all elevations. Trim casing on all swing doors and flat archways up to approx. 12" deep, on ground floor and hallway of 2nd floor, and windows throughout in all finished areas, foyer and linen closets, where applicable as per plan (excluding bedroom closets with sliding doors and arches in 2nd floor bedrooms and bathrooms).
6.

All drywall applied with screws using a minimum number of nails.
7.

Satin nickel finish hinges and lever-style handles on all interior doors, in finished areas as per plan.
8.

Wire shelving installed in all closets.
9.

Mirrored sliding doors as per plan.

LAUNDRY

1.

Purchaser's choice of laundry base cabinet(s) & quartz countertops from Vendor's included selection.
2.

Stainless steel undermount sink with single lever Moen faucet, as per Vendor's included specifications.
3.

Colour co-ordinated kick-plate to compliment base cabinet(s).
4.

Shut-off valves in finished laundry room.
5.

Heavy duty electrical outlet and exterior vent for future dryer. Electrical outlet for future washer.
6.

White laundry tub with chrome finish dual knob faucet, as per Vendor's standard specifications, installed in unfinished Basement or unfinished Storage/Utility room, as per plan.

ELECTRICAL

1.

Decora style switches and receptacles throughout finished areas
2.

200 Amp service with circuit breaker type panel.
3.

All wiring in accordance with Ontario Hydro standards.
4.

Monitoring device at Hydro Panel.
5.

One electrical outlet under electrical panel if located in unfinished area.
6.

Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
7.

One electrical outlet in garage for each parking space. One ceiling outlet in garage for each garage door for future garage door opener.
8.

Electrical box with conduit from garage to basement electrical panel for future Electric Vehicle charging included. This is rough in only. Wiring to electrical panel, plug and transformer not included.
9.

Seasonal duplex receptacle located under front porch soffit with interior switch near front door or in main hall closet.
10.

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).
11.

Switch controlled receptacle in living room.
12.

2 capped ceiling boxes for future pendant lights above kitchen island or peninsula, as per plan.
13.

Decora style dimmer control in primary bedroom and dining room as per plan.
14.

Deeper electrical boxes for future smart switches (smart switches not included)
15.

One (1) brushed nickel finished smart door lock for front door entry.
16.

One (1) smart light switch for front entry light.
17.

One (1) outlet in 2nd floor closet for future provision for wifi extension (wifi extension not included).
18.

Smoke Detector with visual signaling component installed as per Ontario Building Code.
19.

Carbon Monoxide Detector on all floors where a finished bedroom is located.
20.

Electronic door chime at front door.
21.

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

PAINTING

1.

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

Interior trim and doors to be painted white.
3.

Smooth finish ceiling on main and 2nd floor. All closets to have sprayed stipple ceilings only.

FLOORING

1.

Choice of ceramic floor tile in Foyer, Kitchen, Breakfast Area, Powder Room, bathroom(s) and finished Laundry Room, where applicable as per plan, from Vendor's standard selection.
2.

Engineered Oak Hardwood 3 1/2" wide flooring in choice of colour from vendor's standard selection throughout finished areas (excluding tiled areas) as per plan.
3.

Tongue and groove, oriented strand board subflooring throughout (except Basement), screwed and glued on engineered floor joist system.
4.

Concrete basement floor with drain.

FAMILY ROOM / GREAT ROOM

1.

Contemporary Electric fireplace as per plan, from Vendor's standard selection.

ADDITIONAL FEATURES

1.

10' high ceilings on ground floor and 9' ceilings on the second floor, except in areas where architectural designs, mechanicals or ductwork require ceiling height to be lowered.
2.

2"x6" exterior wall construction
3.

Insulated door from house to garage (where grade permits, as per plan), with safety door closer and keyless entry hardware.
4.

Garage drywalled and primed.
5.

Mortgage survey provided with closing documents at no additional cost.
6.

Garage floor and driveway sloped for drainage.
7.

Concrete garage floor where applicable with reinforced grade beams.
8.

All windows installed with expandable foam to minimize air leakage. (excluding basement windows)
9.

Poured concrete basement walls with drainage membrane and weeping tile.
10.

Poured concrete front porch as per plan.
11.

Architecturally pre-determined sitings and exterior colours in conformance with applicable zoning and architectural control guidelines.
12.

Ducts Professionally Cleaned.
13.

Rough in 3-piece washroom in unfinished area in Basement.

ENERGY STAR / NET ZERO READY PROGRAM

1.

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).
2.

Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
3.

All ductwork to be sealed with foil tape or mastic sealant.
4.

Ceilings insulated to a minimum of R60 below attic space.
5.

R10 Styrofoam below basement slab.
6.

Conduit from basement to attic for future solar panels. (Solar array not included)
7.

Ground Source Heat Pumps for heating and cooling.
8.

Drain water heat recovery unit(s) servicing 1 shower will be included.
9.

EnergyStar qualified electric water heater is included, as located in unfinished basement.
10.

Geothermal Energy included for all homes.
11.

Energy Star certified Smart Thermostat, centrally located on Ground Floor.
12.

LED lighting in all standard interior and exterior light fixtures as per plan.
13.

Energy Recovery Ventilation (ERV) installed, interlocked with hvac system.
14.

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., August 11, 2023

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 the Purchaser's house. Variations from the Vendor's samples may include but not be limited to variations in bricks, finishing materials, kitchen and vanity cabinets, and floor and wall finishes due to normal production process. The Purchaser is hereby notified that the laundry room may be lowered to accommodate side yard drainage, and in extraordinary cases, door(s) from laundry room will be eliminated at Vendor's discretion. Steps, where applicable, may vary at any exterior or interior entranceway due to grading variance. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts these changes as necessary. When the Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The house erected or to be erected on the applicable lot shall contain the features listed above. The floor plan shall be the plan that is illustrated in the Vendor's latest sales display or in any electronic or digital brochures 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 or digital renderings that are 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. The 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. The Vendor reserves the right to use visual representations of the home, taken both during construction and after occupancy, for the purposes of Public Relations and Advertising, and the undersigned hereby consents to the same.

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

UPPER  
JOSHUA CREEK  
PHASE 5  
SCHEDULE 'B'

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 only provided to assist in orientation and does not indicate or represent that any provided to assist in orientation and does not indicate or represent that any not indicate or represent that any 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.

INITIALS:

All units in meters

\_\_\_\_ / \_\_\_\_

Sep 15, 2023





# Upper Joshua Creek Phase 5

## 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 mailboxes 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. Purchasers are advised that private landscaping is not permitted within the road allowance area abutting your property without a boulevard garden permit. Unauthorized landscape material maybe removed without notification.
33. 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.
34. 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.
35. 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.
36. 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. The frequency of snow ploughing of public lanes will differ from that of snow ploughing of the surrounding streets and layby parking areas.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.



43. 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. Installation is also 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 certified, 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.
44. Purchasers are advised that some streets in this subdivision may be extended in the future and temporary access roads may be closed.
45. Purchasers are advised that some lots and blocks will be affected by noise from adjacent roads, and warnings will apply to the purchasers.
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. Some maintenance may occur in the areas that are developed by the Town for public walkways, bikeways and trails. Purchasers and/or tenants are prohibited from altering these blocks with maintenance and/or plantings of their own accord.
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.

## **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. Purchasers will not object to the construction of the sidewalk.
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 50 & 51** are advised that they abut a Walkway located in the Village Square, which will allow for public access. These walkways may be lit or unlit at certain times.

## **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 30-33, 42, 43, 46 and Lots 4, 5, 8, 9, 12, 13, 16, 17, 19-24** are advised that their properties are subject to a municipal storm sewer drainage easement to accommodate rear lot catch basins located on or adjacent to their lot or block. Mattamy reserves the right to change the location.

#### **TRANSIT / PARKING**

1. Purchasers are advised that all adjustments made to their driveway must comply with Section 4.18.3 of the Town's Zoning By-Law 2009-189 that states the following "**Maximum Driveway Width:** The maximum width of the driveway shall not exceed the exterior width of the garage, except where the driveway abuts a porch, in which case the width of the driveway may extend to the edge of the porch, or building to a maximum 1.0 metres beyond the width of the garage". The Purchaser acknowledges that if they do not comply with Section 4.18.3 of the Town's Zoning By-Law 2009-189, Mattamy Homes may be forced to remove any driveway alterations prior to assumption.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.**
8. 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.

9. 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.
10. Purchasers are advised that parking may be restricted to one side of the street for all roads.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

## **Lots Abutting Gang Meter Easements**

1. Purchasers of lots are advised that on the exterior side walls of end units there will be meters for electricity, pedestal distribution boxes for telephone, cable wiring, and geothermal systems relating to services to 1 or more townhouse units adjoining such end townhouse unit. Meters for natural gas may be introduced at a later date.

2. Purchasers of lots are advised that electricity and cable conduits and wiring for 1 or more townhouse units adjoining their unit will pass through a conduit or enclosure below the concrete slab floor of the garage, to provide electricity and cable service to 1 or more adjoining townhouse units.
3. Purchasers of all of these units are advised that Oakville Hydro, Bell and Cogeco will require a blanket utility easement over the entire property. This is for the sole purpose of accessing the property in order to check the hydro meters and cables of all the units within that block.
4. Purchasers agree that they are responsible for all costs of repair, maintenance, replacement of piping and wiring from the meter for electricity and cable.
5. Purchasers agree to accept title subject to any rear and/or side-yard maintenance and access easement which runs with the lot for the purpose of access to the meters, piping conduits for electricity, and cable services to the townhouse unit and 1 or more adjoining townhouse units such easements will be for the benefit of the utility providers and the owners of the adjoining lot or lots.
6. Purchasers agree to accept title subject to any maintenance and access easement which runs with the lot for the purpose of access to any potential natural gas lines running through the ceiling of the garage and to the electrical and cable wiring running below the concrete slab floor in the garage such easements will be for the benefit of the owners of the adjoining lot or lots.

### **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.

### **BLOCK SPECIFIC CLAUSES**

#### **Blocks with Chain Link Fencing: (Lots 1-24)**

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 with Decorative Retaining Wall & Private Side Landscaping: (Blocks 50-51)**

1. Purchasers are advised that decorative retaining wall will be located along the lot lines of the above-mentioned lots. The said wall shall not be altered or removed. Furthermore, Purchasers are advised that no gates or openings will be permitted in this wall 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 with Fire Access Door: (Blocks 50-51)**

1. Purchasers are advised that there will be a fire access door located within the garage door as per the Town of Oakville Fire Department standards as there is limited fire access at the front of the unit.

**Blocks with Privacy Fencing: (Lot 1, Block 38-41)**

1. Purchasers are advised that privacy 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 Canada Post Mailboxes: (Blocks 29, 30, 31, 33, 34, 42 & 46)**

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 the intersection of Dundas & John McKay are identified for higher density residential development, potentially with condominium tenure.
2. Purchasers and/or tenants 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 may be from John Mackay Boulevard and/or Milland Drive.
3. Purchasers 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 at John McKay and Dundas. These lands may remain vacant until the developer/builder proceeds.

**Lots with Slab on Grade foundation (Blocks 25-28, 47-51)**

1. Purchasers are advised that these dwelling units will be completed with a poured, on grade, concrete ground floor and without a basement. Such "slab on grade" construction will result in the floor surfaces on the ground floor feeling cooler than would be the case in a similar dwelling constructed over a basement.

**Lots With Retaining Wall along rear of Lot- (Lots 1-5, 10-13, Blocks 39-40)**

1. Purchasers are advised that these dwelling units will have a retaining wall along the rear of each lot. This retaining wall shall not be altered or removed. Furthermore, Purchasers are advised that no alterations will be made to the fencing located on the top of this wall, as to not disturb the integrity of the wall. It shall be the obligation of the owner of the lot to maintain and keep in good repair said portion of the wall situated along the lot line of the individual lot.0020Purchasers are advised and hereby put on notice to reference the attached Schedule V.

**Lots Adjacent to Natural Heritage System (Lots 1-24)**

1. 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.t 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.

**Lots and Blocks subject to Municipal Access Easements (Lots 21, 22)**

1. Purchaser are advised that their properties are subject to a municipal access easement to accommodate storm water servicing Block 53. Block 53 will be maintained by the Town of Oakville. Purchasers are advised that The Town of Oakville must have unimpeded access to the easement to perform maintenance.

**Lots and Blocks subject to Municipal Storm Sewer Drainage Easements and Rear Lot Catch Basins (Lots 4, 5, 8, 9, 12, 13, 16, 17, 19-24, Block 30, 31, 32, 33, 42, 43, 46)**

2. Purchaser 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. These catchbasins are meant to prevent flooding, and will be maintained by the Town of Oakville. Purchasers are advised that The Town of Oakville must have unimpeded access to the easement to perform maintenance.

## **GEOTHERMAL**

1. Purchaser acknowledges that there is no natural gas within the subdivision. All Dwellings will be heated and cooled, by a Geothermal Energy System. Purchasers will not have access to a natural gas line for fireplaces, barbecues, stoves, etc.

A ground source heat pump (“GSHP” or “heat pump”) and a hot water heater will be installed inside the Dwelling and are included with the purchase of the Real Property, the heat pump converts the geothermal fluid into heating and cooling.

2. The Geothermal Energy System requires additional infrastructure, including but not limited to subsurface installations on the Real Property. This infrastructure is provided by Fernsby Geothermal Limited as more particularly set out in, and subject to the terms of, the Energy Service Agreement (“ESA”) separately attached to this Agreement of Purchase and Sale as Schedule “ ”.
3. The Purchaser acknowledges that the Dwelling will be heated and cooled solely by way of the Geothermal Energy System, further details of which are available from the ESA.
4. The Purchaser acknowledges that the Ontario Energy Board is Ontario’s independent energy regulator, whose mandate includes regulating energy companies and providing consumer protection. The Ontario Energy Board does not regulate heating and cooling services being generated through the Geothermal Energy System. The heating and cooling services provided by the private company to all lots are not regulated by the Ontario Energy Board or any other entity. Accordingly, there is no oversight from the Ontario Energy Board, Tarion or any other entity on the heating and cooling services being provided to all lots in the subdivision, including the level of service and the setting of rates charged to the purchaser for heating and cooling services.
5. The Purchaser acknowledges that the Corporation of the Town of Oakville is not affiliated with the private company that provides the Geothermal Energy System to all Dwellings in the subdivision. The Town is not responsible for any matter relating to the Geothermal Energy System, the heating and cooling services or the heat pumps being provided to all Dwellings in the subdivision. Without limiting the generality of the foregoing, the Town is not responsible in any way for the failure of the Geothermal Energy System or the heat pumps or any matter relating to the provision of heating and cooling services to all Dwellings in the subdivision.
6. Each Purchaser in this subdivision hereby releases the Town, its officers, council members, directors, employees and affiliates (collectively, the “Town’s representatives”) from any and all manner of actions, causes of action, suits, debts, costs, dues, accounts, covenants, contracts, demands, proceedings and claims for injuries, losses or damages of any kind whatsoever which the Purchaser has, had, now have or may hereafter have against the Town and/or any of the Town’s representatives relating in any way, directly or indirectly, to the Geothermal Energy System and/or the heat pumps and/or the heating and cooling services or lack of heating and cooling services provided to all units in the subdivision.
7. All Purchasers in the subdivision are hereby notified that the heating and cooling services to be provided in the subdivision are not regulated by the Ontario Energy Board or any other entity and Purchasers are to refer to the ESA with the heating and cooling service provider.
8. All Purchasers in this subdivision are hereby notified that the Town is not responsible for any matter relating to the Geothermal Energy System and the heating and cooling services being provided to the subdivision.
9. The Purchaser acknowledges that while the Community is currently in advanced planning stages, it is possible that certain elements of the design, including the proposed Geothermal Energy System, and clean energy technologies (collectively, the “Geothermal Energy Systems”) may not materialize 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. While it is intended that the owner of the lot may benefit from a reduced carbon footprint, enhanced energy efficiency and related cost or tax benefits as the result of the installation of the Geothermal Energy Systems (should same occur), the Purchaser acknowledges that even if these Geothermal Energy Systems (or any of them) proceed, uncertainty related to equipment use, performance, markets and

regulations mean that such benefits, efficiencies and related savings might never be realized, or may be realized at levels which differ from those anticipated by the Purchaser or the Vendor. In the event that Geothermal Energy Systems are installed in the Community, they will be of a type, design and scope determined by the Vendor in its sole, subjective and absolute discretion.

10. Without limiting any other portion of this Agreement, the Purchaser acknowledges specifically with respect to the Geothermal Energy Systems, that there are no representations, warranties, collateral agreements or conditions affecting same for which the Vendor, its agents, employees, principals, successors, assigns, contractors, subcontractors, vendors, or related entities (such agents etc. being, for the purposes of this Schedule, part of 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 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 oral, with respect to the Geothermal Energy Systems. The Purchaser acknowledges that any oral statements made by or on behalf of the Vendor concerning the Geothermal Energy Systems before the date of this Agreement did not induce the Purchaser to enter into this Agreement, nor did the name of the Community, and the Vendor may rename the Community at its sole, subjective and absolute discretion and/or maintain the current name, even if no Geothermal Energy Systems are installed in the Community. The Purchaser specifically confirms that he or she is not relying on any statement, assertion, representation, warranty or covenant set out in any advertisements, web sites, communications or marketing materials, or otherwise made by or on behalf of the Vendor, in respect of the Geothermal Energy Systems. The Vendor specifically makes no representations, warranties or covenants regarding carbon footprints, clean energy, clean air, efficiencies, cost savings or tax benefits.
11. The Purchaser acknowledges and agrees that the Vendor and its partners have extensive discretionary rights with respect to the Geothermal Energy Systems including, without limitation, the right in their respective sole, subjective and absolute discretion to:
  - o not construct, install or operate any Geothermal Energy Systems whatsoever in the Community;
  - o install Geothermal Energy Systems for some but not all Dwellings in the Community,
  - o disconnect and/or decommission the Geothermal Energy Systems from Dwellings;
  - o alter the design, equipment, operation or performance of the Geothermal Energy Systems and/or to replace any Geothermal Energy System related equipment, including the heat pumps and hot water heaters, with other equipment or technologies; and/or
  - o install in some or all Dwellings and/or the Real Property, and/or the Community, instead of or in addition to the Geothermal Energy Systems, other source(s) or technology(ies), such as a natural gas furnace and/or traditional air conditioning system, for heating and, in the Vendor's discretion, for cooling of the Dwelling;
 and the Purchaser shall have no right to amend, terminate or rescind this Agreement resulting from any of the foregoing and the foregoing shall not be the basis for and shall not give rise to any right to readjustment, abatement or reduction of the Purchase Price or to any other claim by the Purchaser of any kind whatsoever.
12. The Purchaser acknowledges that the Vendor is not a representative of or agent for: (i) Fernsby Geoasset Limited, (ii) Fernsby Geothermal Limited, or any of their respective successors, affiliates or assigns; nor (iv) any other third party with whom the Purchaser may enter into a contract for goods or services related to any Geothermal Energy Systems or home heating and cooling. The Purchaser understands and acknowledges that the Vendor is not the agent for any such party and 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 Geothermal Energy Systems home heating or cooling, 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.

## **WARNING CLAUSES**

- 1) Purchasers are advised that a retaining wall will be located within the rear yards of **lots 1-5, 10-13, and Blocks 39-40**. That said wall shall not be altered or removed in accordance with Town of Oakville policies. It shall be the obligation of the owner of the lot to maintain and keep in good repair said portion of the retaining wall situated along the lot line of their lot. The Purchasers of these lots agree that no repairs or maintenance to the wall can occur from within the NHS limit without the necessary permits.
- 2) Purchasers and/or tenants of **Lots 1-24** are advised that a public walkway may be constructed by the Town at a future date within NHS block 53 abutting the subject properties. 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.

- 3) Purchasers and/or tenants of lots or units adjacent to or near the Stormwater Management Pond, or any other parkland and open space are advised that these lands, 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.
- 4) Purchasers of **Lots 21 and 22** are advised that the lots may abut a Town owned Servicing Block (**Block 53**) and 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.
- 5) Purchasers and/or tenants of lots or units adjacent to or near the Village Square, 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.
- 6) Purchasers and/or tenants of lots or units adjacent to or near the Village Square are advised that these open space areas may be used for general active and passive public recreation and leisure uses and may contain a walkway (lit and unlit), bikeway, playground, trail, splash pad. In addition to daytime use, park facilities may be used by the general public in the evenings and on weekends.
- 7) 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.
- 8) Purchasers and/or tenants for all lots adjacent to the Natural Heritage System, stormwater management pond and buffer blocks (Draft Plan 24T-12003 Blocks 52, 53), 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.
- 9) Purchasers and /or tenants are advised that gates are not permitted to be installed along any boundary fence adjacent to future School Block (Draft Plan 24T-12003 Block 57).
- 10) 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 meters 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.
- 11) 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.
- 12) 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.
- 13) Purchasers and/or tenants are advised that prior to the placement of any structures inside and rear yards, the Zoning By-law should be reviewed to determine compliance and that a Site Alteration Permit may be required prior to proceeding to do any site work.
- 14) Purchasers and/or tenants are advised that private landscaping is not permitted to encroach within the Town's road allowance, public open space or Natural Heritage System area. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption.
- 15) 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.
- 16) 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.
- 17) 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 to 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.



- 18) 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): Streets John McKay Boulevard and Wheat Boom Drive.
- 19) Purchasers and/or tenants are advised that home/business mail delivery will be from designated centralized mail boxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing of any home sales.
- 20) Purchasers are advised that the schools on sites designated for the Halton District School Board or Halton Catholic District School Board in the community are not guaranteed. Attendance in the area is not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
- 21) 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.
- 22) Purchasers are advised that Village Squares will contain children's play equipment that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Village Squares 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.
- 23) Purchasers are advised that Town Stormwater Management Ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.
- 24) 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.
- 25) 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.
- 26) 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. 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.
- 27) 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.
- 28) 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.
- 29) Purchasers are advised that there is the potential for high water pressures within the subdivision.
- 30) 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.

\_\_\_\_\_/\_\_\_\_\_  
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.



MATTAMY HOMES  
UPPER JOSHUA CREEK PH 5  
(TOWNHOMES)  
Schedule 'E'

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

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, the Purchaser’s design appointment may take place a few weeks after execution of this Agreement. 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 \$1,762.00 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.

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

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.



MATTAMY HOMES  
UPPER JOSHUA CREEK PH 5  
(34' DETACHED)  
Schedule 'E'

The Purchaser(s) shall be entitled to select up to \$20,000 in Upgrades as extras (from Mattamy’s Design Studio\*) in accordance with Design Studio policies, subject to Mattamy's construction schedule being able to accommodate such extras. This amount is included in the purchase price, however any portion of this amount that is not used for extras shall be of no further value and may not be applied against the purchase price.

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 acknowledges and agrees that the Purchaser will not be permitted to delete any Architect Choice Options that have been purchased under any circumstances.

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

The Purchaser is advised that there will be no changes made to the Architect’s Choice Options. All Architect Choice Options have been selected by the Vendor.

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, the Purchaser’s design appointment may take place a few weeks after execution of this Agreement. 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 \$1,762.00 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.

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

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.



MATTAMY HOMES  
UPPER JOSHUA CREEK PH 5  
(38' DETACHED)  
Schedule 'E'

The Purchaser(s) shall be entitled to select up to \$30,000 in Upgrades as extras (from Mattamy's Design Studio\*) in accordance with Design Studio policies, subject to Mattamy's construction schedule being able to accommodate such extras. This amount is included in the purchase price, however any portion of this amount that is not used for extras shall be of no further value and may not be applied against the purchase price.

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 acknowledges and agrees that the Purchaser will not be permitted to delete any Architect Choice Options that have been purchased under any circumstances.

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

The Purchaser is advised that there will be no changes made to the Architect's Choice Options. All Architect Choice Options have been selected by the Vendor.

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, the Purchaser's design appointment may take place a few weeks after execution of this Agreement. 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 \$1,762.00 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.

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

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](mailto: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](mailto: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](http://www.mattamyhomes.com) ("**MAM**"), Fernsby Comfort Tech, Fernsby Renewables, located at 66 Wellington Street West, Suite 5500, Toronto ON, M5K 1G8, [www.fernsby.com](http://www.fernsby.com) (collectively referred to as "**Fernsby**"), and Mattamy Homes Limited at 66 Wellington Street West, Toronto, ON M5K 1G8, [www.mattamyhomes.com](http://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

## **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](http://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](https://www.tarion.com) and log into our online learning hub at <https://www.tarion.com/homeowners/homeowner-resources-hub>

### The Pre-Delivery Inspection (PDI)

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

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

### Deposit Protection

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

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

### **Delayed Closing Coverage**

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

### **Warranty Coverage**

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

#### **One-Year Warranty**

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

#### **Two-Year Warranty**

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

#### **Seven-Year Warranty**

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

## Warranty Exclusions

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

## Construction Performance Guidelines

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

## Important Next Steps

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



## About Tarion

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

Contact us at **1-877-982-7466** or [customerservice@tarion.com](mailto:customerservice@tarion.com)



UPPER  
JOSHUA CREEK  
PHASE 5  
SCHEDULE 'V'

- LEGEND
- CHAIN LINK FENCE
  - RETAINING WALL
  - PRIVACY FENCE
  - DECORATIVE METAL FENCE

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 only provided to assist in orientation and does not indicate or represent that any provided to assist in orientation and does not indicate or represent that any not indicate or represent that any 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.

INITIALS:  

\_\_\_\_ / \_\_\_\_

Sep 15, 2023



## 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, if applicable.
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 & Detached 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. **GROUND SOURCE HEAT PUMP.** The Purchaser understands and acknowledges that the Ground Source Heat Pump in the Dwelling will be an owned unit. The Purchaser acknowledges that they are required to execute a Residential Energy Services Agreement with Fernsby Geothermal Limited at time of purchase. Purchaser Acknowledges that with the Ground Source Heat Pump, there will be no gas supply to the home. The purchaser will not be able to install a gas appliance of any kind (e.g. gas stove, gas fireplace, gas bbq).
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. Purchasers will be able to upgrade the appliances through the Supplier. **Purchasers acknowledge that they cannot upgrade to gas appliances. Appliances apply to Townhome products only and do not apply to Detached products.**
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. **VIRTUAL WELCOME HOME LINK.** 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
28. **GEOHERMAL SERVICE FEE.** The Purchaser acknowledges that there will be a fixed monthly geothermal service fee billed by Fernsby Geothermal Limited. The service fee will be to the sum of one of the following, as applicable.

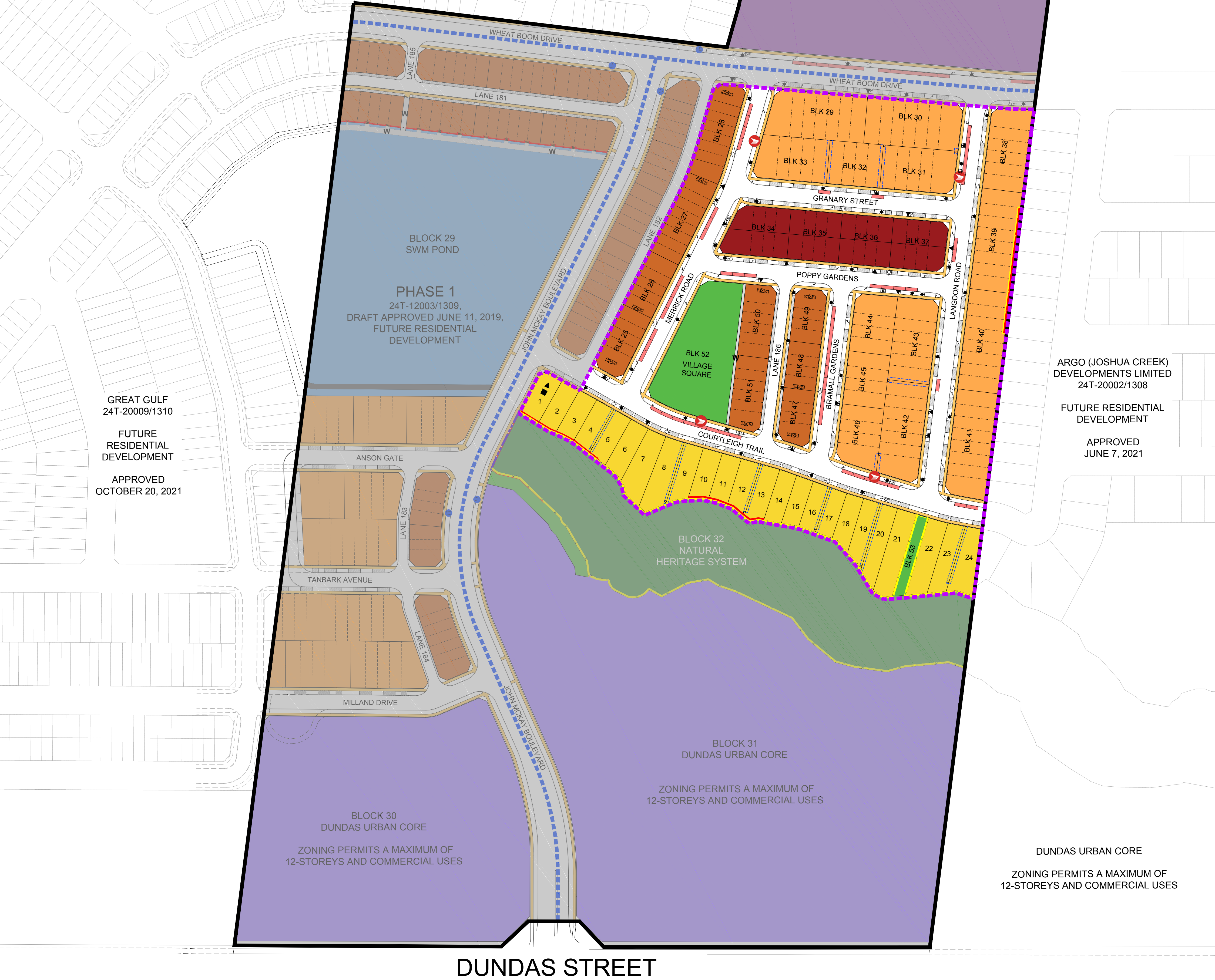
\$88 <sup>00</sup> /month for Village Home End Unit
\$88 <sup>00</sup> /month for Village Home Middle Unit
\$88 <sup>00</sup> /month for Townhome End Unit
\$88 <sup>00</sup> /month for Townhome Middle Unit
\$93 <sup>00</sup> /month for Rear Lane Townhome End Unit
\$93 <sup>00</sup> /month for Rear Lane Townhome Middle Unit
\$134 <sup>00</sup> /month for 34' Detached
\$148 <sup>00</sup> for 38' Detached
plus, for the first 36 months of the Term (or as further extended per Section 3.1(4)), an additional \$14 <sup>00</sup> /month in respect of Annual Inspections



LEGEND

	PHASE LINE		BELL PEDESTAL
	CHAIN LINK FENCE		BELL GRADE LEVEL BOX
	METAL FENCE		COGECO CABLE PEDESTAL
	SIDEWALK		COGECO FLUSH TO GRADE CABLE VAULT
	MULTI-USE TRAIL		ROGERS CABLE PEDESTAL
	WALKWAY		ROGERS FLUSH TO GRADE CABLE VAULT
	DRIVEWAYS		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)
	LIGHT POLE		PARK / SERVICING BLOCK
	FIRE HYDRANT		NATURAL HERITAGE SYSTEM
	COMMUNITY MAILBOX		DUNDAS URBAN CORE
	ON-STREET PARKING PERMITTED		STORM WATER MANAGEMENT POND
	TRAFFIC SIGN		PUBLIC ELEMENTARY SCHOOL
	STORM SEWER EASEMENT		SUBJECT TO WARNING CLAUSE "A"
	REAR YARD CATCH BASIN		SUBJECT TO WARNING CLAUSE "B"
	TRANSFORMER VAULT		

NOTE: Location of ground utilities are currently being reviewed. Location shown for ground utilities are approximate and are subject to change.



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 (December 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. 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.  
8. Most streets contain on-street parking, and may be available for overnight parking, subject to parking permits.  
9. Community mailboxes will be directly beside some lots. Locations are subject to change.  
10. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings.  
11. 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. Locations are subject to change.  
12. 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.  
13. 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.  
14. Gates are not permitted in fences when lots abut the Natural Heritage System, a trail, valleyland, active park, woodlot or stormwater management pond.  
15. 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.  
16. 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.  
17. For further general information on proposed and existing land use, please call the Town's Planning Department 905.845.6601.  
18. Halton Region is responsible for household garbage, recycling and green bin collection. For further information, please call 311 or visit Halton.ca  
19. For detailed grading and berming information, please call the Town's Development Engineering Department 905.845.6601

SIGNED DATE 26 July 2023  
Director of Planning



WARNING CLAUSES:

WARNING CLAUSE TYPE 'A':

PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE CONTROL FEATURES IN THE DEVELOPMENT AND WITHIN THE BUILDING UNITS, SOUND LEVELS DUE TO INCREASING ROAD AND/OR AIR TRAFFIC, MAY OCCASIONALLY INTERFERE WITH SOME ACTIVITIES OF THE DWELLING OCCUPANTS AS THE SOUND LEVEL MAY EXCEED THE NOISE GUIDELINES OF THE MUNICIPALITY AND MINISTRY OF THE ENVIRONMENT.

WARNING CLAUSE TYPE 'B':

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 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.)

ADDITIONAL WARNING CLAUSES CONTINUED:

- A) PURCHASERS OF LOTS 1-24 ARE ADVISED THAT THEIR PROPERTIES ABOUT LANDS OR ARE IN CLOSE PROXIMITY TO LANDS WHICH MAY BE DEVELOPED FOR **FUTURE HIGH DENSITY RESIDENTIAL, COMMERCIAL OR MIXED COMMERCIAL / RESIDENTIAL USES**.

B) PURCHASERS ARE ADVISED THAT A RETAINING WALL WILL BE LOCATED WITHIN THE REAR YARDS OF **LOTS 1-5**. THAT SAID WALL SHALL NOT BE ALTERED OR REMOVED IN ACCORDANCE WITH TOWN OF OAKVILLE POLICIES. IT SHALL BE THE OBLIGATION OF THE OWNER OF THE LOT TO MAINTAIN AND KEEP IN GOOD REPAIR SAID PORTION OF THE RETAINING WALL SITUATED ALONG THE LOT LINE OF THEIR LOT. THE PURCHASERS OF THESE LOTS AGREE THAT NO REPAIRS OR MAINTENANCE TO THE WALL CAN OCCUR FROM WITHIN THE NHS LIMIT WITHOUT THE NECESSARY PERMITS.

C) PURCHASERS AND/OR TENANTS OF LOTS 1-24 ARE ADVISED THAT A PUBLIC WALKWAY MAY BE CONSTRUCTED BY THE TOWN AT A FUTURE DATE WITHIN NHS BLOCK 32 ABUTTING THE SUBJECT PROPERTIES. 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.

D) PURCHASERS AND/OR TENANTS OF LOTS OR UNITS ADJACENT TO OR NEAR THE STORMWATER MANAGEMENT POND, OR ANY OTHER PARKLAND AND OPEN SPACE ARE ADVISED THAT THESE LANDS, 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.

E) PURCHASERS OF LOTS 21 AND 22 ARE ADVISED THAT THE LOTS MAY ABOUT A TOWN OWNED SERVICING BLOCK (BLOCK 53) AND 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.

F) PURCHASERS AND/OR TENANTS OF LOTS OR UNITS ADJACENT TO OR NEAR THE VILLAGE SQUARE, 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.

G) PURCHASERS AND/OR TENANTS OF LOTS OR UNITS ADJACENT TO OR NEAR THE VILLAGE SQUARE ARE ADVISED THAT THESE **OPEN SPACE AREAS** MAY BE USED FOR GENERAL ACTIVE AND PASSIVE PUBLIC RECREATION AND LEISURE USES AND MAY CONTAIN A WALKWAY (LIT AND UNLIT), BIKEWAY, PLAYGROUND, TRAIL, SPLASH PAD. IN ADDITION TO DAYTIME USE, PARK FACILITIES MAY BE USED BY THE GENERAL PUBLIC IN THE EVENINGS AND ON WEEKENDS.

H) 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.

I) PURCHASERS AND/OR TENANTS FOR ALL LOTS ADJACENT TO THE **NATURAL HERITAGE SYSTEM**, STORMWATER MANAGEMENT POND AND BUFFER BLOCKS (BLOCKS 29, 32), 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.

J) PURCHASERS AND /OR TENANTS ARE ADVISED THAT **GATES ARE NOT PERMITTED** TO BE INSTALLED ALONG ANY BOUNDARY FENCE ADJACENT TO FUTURE SCHOOL BLOCK 43.

K) 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.

L) 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.

M) 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.

N) PURCHASERS AND/OR TENANTS ARE ADVISED THAT PRIOR TO THE PLACEMENT OF ANY **STRUCTURES IN SIDE AND REAR YARDS**, THE ZONING BY-LAW SHOULD BE REVIEWED TO DETERMINE COMPLIANCE AND THAT A SITE ALTERATION PERMIT MAY BE REQUIRED PRIOR TO PROCEEDING TO DO ANY SITE WORK.

O) PURCHASERS AND/OR TENANTS ARE ADVISED THAT **PRIVATE LANDSCAPING** IS NOT PERMITTED TO ENCROACH WITHIN THE TOWN'S ROAD ALLOWANCE, PUBLIC OPEN SPACE OR NATURAL HERITAGE SYSTEM AREA. ANY UNAUTHORISED ENCROACHMENTS ARE TO BE REMOVED BY THE HOMEOWNER PRIOR TO ASSUMPTION.

P) 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**.

Q) 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.

R) 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 TO 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.

S) 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 AND WHEAT BOOM DRIVE

T) PURCHASERS AND/OR TENANTS ARE ADVISED THAT HOME/BUSINESS MAIL DELIVERY WILL BE FROM DESIGNATED **CENTRALIZED MAIL BOXES** AND THAT PURCHASERS ARE TO BE NOTIFIED BY THE DEVELOPER/OWNER REGARDING THE EXACT CENTRALIZED MAIL BOX LOCATIONS PRIOR TO THE CLOSING OF ANY HOME SALES.
- U) PURCHASERS ARE ADVISED THAT THE **SCHOOLS** ON SITES DESIGNATED FOR THE HALTON DISTRICT SCHOOL BOARD OR HALTON CATHOLIC DISTRICT SCHOOL BOARD IN THE COMMUNITY ARE NOT GUARANTEED. ATTENDANCE IN THE AREA IS NOT GUARANTEED. PUPILS MAY BE ACCOMMODATED IN TEMPORARY FACILITIES AND/OR BE DIRECTED TO SCHOOLS OUTSIDE OF THE AREA.

V) 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.

W) PURCHASERS ARE ADVISED THAT VILLAGE SQUARES WILL CONTAIN **CHILDREN'S PLAY EQUIPMENT** THAT MAY GENERATE NOISE OR NUISANCE TO THOSE HOMEBUYERS WHO PURCHASE ADJACENT TO PARKS AND OPEN SPACE. VILLAGE SQUARES 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.

X) PURCHASERS ARE ADVISED THAT TOWN **STORMWATER MANAGEMENT PONDS** WILL BE SUBJECT TO SCHEDULED MAINTENANCE AND PERIODIC CLEANOUT IN ACCORDANCE WITH TOWN REQUIREMENTS.

Y) 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.

Z) 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.

AA) 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. 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.

BB) 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.

CC) 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.

DD) PURCHASERS ARE ADVISED THAT THERE IS THE POTENTIAL FOR HIGH WATER PRESSURES WITHIN THE SUBDIVISION

EE) 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.

FF) PURCHASERS AND/OR TENANTS 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** (BLOCKS 30 AND 31) MAY BE FROM JOHN MCKAY BOULEVARD AND/OR MILLAND DRIVE.



GEOTHERMAL SCHEDULE 'C' CLAUSES:

1. PURCHASER ACKNOWLEDGES THAT THERE IS NO NATURAL GAS WITHIN THE SUBDIVISION. ALL DWELLINGS WILL BE HEATED AND COOLED, BY A GEOTHERMAL ENERGY SYSTEM. PURCHASERS WILL NOT HAVE ACCESS TO A NATURAL GAS LINE FOR FIREPLACES, BARBECUES, STOVES, ETC.
- A GROUND SOURCE HEAT PUMP (“GSHP” OR “HEAT PUMP”) AND A HOT WATER HEATER WILL BE INSTALLED INSIDE THE DWELLING AND ARE INCLUDED WITH THE PURCHASE OF THE REAL PROPERTY, THE HEAT PUMP CONVERTS THE GEOTHERMAL FLUID INTO HEATING AND COOLING.
2. THE GEOTHERMAL ENERGY SYSTEM REQUIRES ADDITIONAL INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SUBSURFACE INSTALLATIONS ON THE REAL PROPERTY. THIS INFRASTRUCTURE IS PROVIDED BY **FERNSEBY GEOTHERMAL LIMITED** AS MORE PARTICULARLY SET OUT IN, AND SUBJECT TO THE TERMS OF, **THE ENERGY SERVICE AGREEMENT (“ESA”)** SEPARATELY ATTACHED TO THIS AGREEMENT OF PURCHASE AND SALE AS SCHEDULE “\_\_”.
3. THE PURCHASER ACKNOWLEDGES THAT THE DWELLING WILL BE HEATED AND COOLED SOLELY BY WAY OF THE GEOTHERMAL ENERGY SYSTEM, FURTHER DETAILS OF WHICH ARE AVAILABLE FROM THE ESA.
4. THE PURCHASER ACKNOWLEDGES THAT THE ONTARIO ENERGY BOARD IS ONTARIO'S INDEPENDENT ENERGY REGULATOR, WHOSE MANDATE INCLUDES REGULATING ENERGY COMPANIES AND PROVIDING CONSUMER PROTECTION. THE ONTARIO ENERGY BOARD DOES NOT REGULATE HEATING AND COOLING SERVICES BEING GENERATED THROUGH THE GEOTHERMAL ENERGY SYSTEM. THE HEATING AND COOLING SERVICES PROVIDED BY THE PRIVATE COMPANY TO ALL LOTS ARE NOT REGULATED BY THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY. ACCORDINGLY, THERE IS NO OVERSIGHT FROM THE ONTARIO ENERGY BOARD, TARIOR OR ANY OTHER ENTITY ON THE HEATING AND COOLING SERVICES BEING PROVIDED TO ALL LOTS IN THE SUBDIVISION, INCLUDING THE LEVEL OF SERVICE AND THE SETTING OF RATES CHARGED TO THE PURCHASER FOR HEATING AND COOLING SERVICES.
5. THE PURCHASER ACKNOWLEDGES THAT THE CORPORATION OF THE TOWN OF OAKVILLE IS NOT AFFILIATED WITH THE PRIVATE COMPANY THAT PROVIDES THE GEOTHERMAL ENERGY SYSTEM TO ALL DWELLINGS IN THE SUBDIVISION. THE TOWN IS NOT RESPONSIBLE FOR ANY MATTER RELATING TO THE GEOTHERMAL ENERGY SYSTEM, THE HEATING AND COOLING SERVICES OR THE HEAT PUMPS BEING PROVIDED TO ALL DWELLINGS IN THE SUBDIVISION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE TOWN IS NOT RESPONSIBLE IN ANY WAY FOR THE FAILURE OF THE GEOTHERMAL ENERGY SYSTEM OR THE HEAT PUMPS OR ANY MATTER RELATING TO THE PROVISION OF HEATING AND COOLING SERVICES TO ALL DWELLINGS IN THE SUBDIVISION.
6. EACH PURCHASER IN THIS SUBDIVISION HEREBY RELEASES THE TOWN, ITS OFFICERS, COUNCIL MEMBERS, DIRECTORS, EMPLOYEES AND AFFILIATES (COLLECTIVELY, THE “TOWN'S REPRESENTATIVES”) FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, COSTS, DUES, ACCOUNTS, COVENANTS, CONTRACTS, DEMANDS, PROCEEDINGS AND CLAIMS FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER WHICH THE PURCHASER HAS, HAD, NOW HAVE OR MAY HEREAFTER HAVE AGAINST THE TOWN AND/OR ANY OF THE TOWN'S REPRESENTATIVES RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE GEOTHERMAL ENERGY SYSTEM AND/OR THE HEAT PUMPS AND/OR THE HEATING AND COOLING SERVICES OR LACK OF HEATING AND COOLING SERVICES PROVIDED TO ALL UNITS IN THE SUBDIVISION.
7. ALL PURCHASERS IN THE SUBDIVISION ARE HEREBY NOTIFIED THAT THE HEATING AND COOLING SERVICES TO BE PROVIDED IN THE SUBDIVISION ARE NOT REGULATED BY THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY AND PURCHASERS ARE TO REFER TO THE ESA WITH THE HEATING AND COOLING SERVICE PROVIDER.
8. ALL PURCHASERS IN THIS SUBDIVISION ARE HEREBY NOTIFIED THAT THE TOWN IS NOT RESPONSIBLE FOR ANY MATTER RELATING TO THE GEOTHERMAL ENERGY SYSTEM AND THE HEATING AND COOLING SERVICES BEING PROVIDED TO THE SUBDIVISION.
9. THE PURCHASER ACKNOWLEDGES THAT WHILE THE COMMUNITY IS CURRENTLY IN ADVANCED PLANNING STAGES, IT IS POSSIBLE THAT CERTAIN ELEMENTS OF THE DESIGN, INCLUDING THE PROPOSED GEOTHERMAL ENERGY SYSTEM, AND CLEAN ENERGY TECHNOLOGIES (COLLECTIVELY, THE “GEOTHERMAL ENERGY SYSTEMS”) MAY NOT MATERIALIZE 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. WHILE IT IS INTENDED THAT THE OWNER OF THE LOT MAY BENEFIT FROM A REDUCED CARBON FOOTPRINT, ENHANCED ENERGY EFFICIENCY AND RELATED COST OR TAX BENEFITS AS THE RESULT OF THE INSTALLATION OF THE GEOTHERMAL ENERGY SYSTEMS (SHOULD SAME OCCUR), THE PURCHASER ACKNOWLEDGES THAT EVEN IF THESE GEOTHERMAL ENERGY SYSTEMS (OR ANY OF THEM) PROCEED, UNCERTAINTY RELATED TO EQUIPMENT USE, PERFORMANCE, MARKETS AND REGULATIONS MEAN THAT SUCH BENEFITS, EFFICIENCIES AND RELATED SAVINGS MIGHT NEVER BE REALIZED, OR MAY BE REALIZED AT LEVELS WHICH DIFFER FROM THOSE ANTICIPATED BY THE PURCHASER OR THE VENDOR. IN THE EVENT THAT GEOTHERMAL ENERGY SYSTEMS ARE INSTALLED IN THE COMMUNITY, THEY WILL BE OF A TYPE, DESIGN AND SCOPE DETERMINED BY THE VENDOR IN ITS SOLE, SUBJECTIVE AND ABSOLUTE DISCRETION.
10. WITHOUT LIMITING ANY OTHER PORTION OF THIS AGREEMENT, THE PURCHASER ACKNOWLEDGES SPECIFICALLY WITH RESPECT TO THE GEOTHERMAL ENERGY SYSTEMS, THAT THERE ARE NO REPRESENTATIONS, WARRANTIES, COLLATERAL AGREEMENTS OR CONDITIONS AFFECTING SAME FOR WHICH THE VENDOR, ITS AGENTS, EMPLOYEES, PRINCIPALS, SUCCESSORS, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, VENDORS, OR RELATED ENTITIES (SUCH AGENTS ETC. BEING, FOR THE PURPOSES OF THIS SCHEDULE, PART OF 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 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 ORAL, WITH RESPECT TO THE GEOTHERMAL ENERGY SYSTEMS. THE PURCHASER ACKNOWLEDGES THAT ANY ORAL STATEMENTS MADE BY OR ON BEHALF OF THE VENDOR CONCERNING THE GEOTHERMAL ENERGY SYSTEMS BEFORE THE DATE OF THIS AGREEMENT DID NOT INDUCE THE PURCHASER TO ENTER INTO THIS AGREEMENT, NOR DID THE NAME OF THE COMMUNITY, AND THE VENDOR MAY RENAME THE COMMUNITY AT ITS SOLE, SUBJECTIVE AND ABSOLUTE DISCRETION AND/OR MAINTAIN THE CURRENT NAME, EVEN IF NO GEOTHERMAL ENERGY SYSTEMS ARE INSTALLED IN THE COMMUNITY. THE PURCHASER SPECIFICALLY CONFIRMS THAT HE OR SHE IS NOT RELYING ON ANY STATEMENT, ASSERTION, REPRESENTATION, WARRANTY OR COVENANT SET OUT IN ANY ADVERTISEMENTS, WEB SITES, COMMUNICATIONS OR MARKETING MATERIALS, OR OTHERWISE MADE BY OR ON BEHALF OF THE VENDOR, IN RESPECT OF THE GEOTHERMAL ENERGY SYSTEMS. THE VENDOR SPECIFICALLY MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS REGARDING CARBON FOOTPRINTS, CLEAN ENERGY, CLEAN AIR, EFFICIENCIES, COST SAVINGS OR TAX BENEFITS.
11. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE VENDOR AND ITS PARTNERS HAVE EXTENSIVE DISCRETIONARY RIGHTS WITH RESPECT TO THE GEOTHERMAL ENERGY SYSTEMS INCLUDING, WITHOUT LIMITATION, THE RIGHT IN THEIR RESPECTIVE SOLE, SUBJECTIVE AND ABSOLUTE DISCRETION TO:

o NOT CONSTRUCT, INSTALL OR OPERATE ANY GEOTHERMAL ENERGY SYSTEMS WHATSOEVER IN THE COMMUNITY;

o INSTALL GEOTHERMAL ENERGY SYSTEMS FOR SOME BUT NOT ALL DWELLINGS IN THE COMMUNITY,

o DISCONNECT AND/OR DECOMMISSION THE GEOTHERMAL ENERGY SYSTEMS FROM DWELLINGS;

o ALTER THE DESIGN, EQUIPMENT, OPERATION OR PERFORMANCE OF THE GEOTHERMAL ENERGY SYSTEMS AND/OR TO REPLACE ANY GEOTHERMAL ENERGY SYSTEM RELATED EQUIPMENT, INCLUDING THE HEAT PUMPS AND HOT WATER HEATERS, WITH OTHER EQUIPMENT OR TECHNOLOGIES; AND/OR

o INSTALL IN SOME OR ALL DWELLINGS AND/OR THE REAL PROPERTY, AND/OR THE COMMUNITY, INSTEAD OF OR IN ADDITION TO THE GEOTHERMAL ENERGY SYSTEMS, OTHER SOURCE(S) OR TECHNOLOGY(IES), SUCH AS A NATURAL GAS FURNACE AND/OR TRADITIONAL AIR CONDITIONING SYSTEM, FOR HEATING AND, IN THE VENDOR'S DISCRETION, FOR COOLING OF THE DWELLING;

AND THE PURCHASER SHALL HAVE NO RIGHT TO AMEND, TERMINATE OR RESCIND THIS AGREEMENT RESULTING FROM ANY OF THE FOREGOING AND THE FOREGOING SHALL NOT BE THE BASIS FOR AND SHALL NOT GIVE RISE TO ANY RIGHT TO READJUSTMENT, ABATEMENT OR REDUCTION OF THE PURCHASE PRICE OR TO ANY OTHER CLAIM BY THE PURCHASER OF ANY KIND WHATSOEVER.
12. THE PURCHASER ACKNOWLEDGES THAT THE VENDOR IS NOT A REPRESENTATIVE OF OR AGENT FOR: (I) FERNSEBY GEOASSET LIMITED, (II) FERNSEBY GEOTHERMAL LIMITED, OR ANY OF THEIR RESPECTIVE SUCCESSORS, AFFILIATES OR ASSIGNS; NOR (IV) ANY OTHER THIRD PARTY WITH WHOM THE PURCHASER MAY ENTER INTO A CONTRACT FOR GOODS OR SERVICES RELATED TO ANY GEOTHERMAL ENERGY SYSTEMS OR HOME HEATING AND COOLING. THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT THE VENDOR IS NOT THE AGENT FOR ANY SUCH PARTY AND 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 GEOTHERMAL ENERGY SYSTEMS HOME HEATING OR COOLING, 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.

SIGNED  \_\_\_\_\_ DATE 26 July 2023 \_\_\_\_\_

Director of Planning