

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](http://www.tarion.com) and log into our online learning hub at www.tarion.com/learninghub

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Continued...

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

About Tarion

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

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

FOR REVIEW ONLY



AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase the property described below on the following terms:

PURCHASER: _____ D.O.B. (____/____/____)
PURCHASER: _____ D.O.B. (____/____/____)
PURCHASER: _____ D.O.B. (____/____/____)
PURCHASER: _____ D.O.B. (____/____/____)

VENDOR: FERNBROOK HOMES (HILLSDALE) CONSTRUCTION LTD.

LOT NO: _____ MODEL TYPE: _____ ELEVATION: _____

PLAN: _____

PROPOSED PLAN OF SUBDIVISION OF: Pt N 1/2 Lot 57, Conc. 1; Pt. N 1/2 Lot 56, Conc. 1; Lot 19 N/S Ann Street, Plan 203 & Lot 10 N/S RDAL, Plan 451

STREET: _____ MUNICIPALITY: Township of Springwater

PURCHASE PRICE: _____ DOLLARS (\$)
in lawful money of Canada and payable to the Vendor as follows:

DEPOSIT WITH OFFER payable to Anthony J. Di Silvestro Professional Corporation, in trust (Note: Purchasers are strongly advised to review Schedule "DE" of this Agreement as it relates to any monies paid to Anthony J. Di Silvestro Professional Corporation, in trust)

_____ DOLLARS (\$ _____)

FURTHER DEPOSIT PAYABLE TO THE VENDOR _____ DOLLARS (\$)
DUE ON: _____, 20_____;

FURTHER DEPOSIT PAYABLE TO THE VENDOR _____ DOLLARS (\$)
DUE ON: _____, 20_____;

FURTHER DEPOSIT PAYABLE TO THE VENDOR _____ DOLLARS (\$)
DUE ON: _____, 20_____;

FURTHER DEPOSIT PAYABLE TO THE VENDOR _____ DOLLARS (\$)
DUE ON: _____, 20_____;

FURTHER DEPOSIT PAYABLE TO THE VENDOR _____ DOLLARS (\$)
DUE ON: _____, 20_____;

FURTHER DEPOSIT PAYABLE TO THE VENDOR _____ DOLLARS (\$)
DUE ON: _____, 20_____;

BALANCE DUE ON CLOSING (subject to adjustment): BALANCE OF THE PURCHASE PRICE SHALL BE PAID TO THE VENDOR BY CERTIFIED CHEQUE ON CLOSING DRAWN ON AN ONTARIO LAWYER'S TRUST ACCOUNT, SUBJECT TO ADJUSTMENTS

THE FOLLOWING SCHEDULES ARE APPENDED HERETO AND FORM PART OF THE AGREEMENT HEREIN:
Schedule "A" - Schedule "B" - Statement of Critical Dates and Addendum - Schedule "M" - Schedule "S" - Schedule _____
Schedule "X" - Schedule "C-A" - Tarrion Warranty Information Sheet - Schedule "DE" - Schedule "FLP"

DATE OF OFFER: _____ DAY OF _____, 20_____

IRREVOCABLE DATE: _____ DAY OF _____, 20_____

CLOSING DATE: The Closing Date shall be the Firm Closing Date established by the Vendor pursuant to the Addendum or, if applicable, the Delayed Closing Date if set by the Vendor pursuant to the Addendum annexed hereto

SIGNED, SEALED AND DELIVERED in the presence of
Purchaser _____ SEAL
Purchaser _____ SEAL
Purchaser _____ SEAL
Purchaser _____ SEAL

The undersigned hereby accepts the Offer and its terms and covenants, promises and agrees to and with the above-named Purchaser duly to carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit.

ACCEPTED THIS _____ DAY OF _____, 20_____

Vendor's Solicitors:
Attention: Sheldon B. Spring
Goldman, Spring, Kichler & Sanders LLP
700 - 40 Sheppard Avenue West, Toronto, Ontario, M2N 6K9
Tel No. (416) 225-9400 Fax No. (416) 225-4805

FERNBROOK HOMES (HILLSDALE) CONSTRUCTION LTD.

PER: _____
Authorized Signing Officer

ADDITIONAL INFORMATION

Purchaser's Address: _____

Purchaser's E-Mail Address: _____

Tel No.: Residence: _____ Business: _____

Purchaser's Solicitor: _____

SCHEDULE "A"

DISTINCTIVE EXTERIOR FEATURES:

1. Superior architecturally designed homes with inspired combinations of brick, stone & precast stone accents, detailed exterior trim features, exquisite Hardie Board and/or SmartSide siding, as per elevation.
2. Gratifying streetscapes with architecturally controlled colour packages, elevations, sitings and materials.
3. Gracious covered porches, balconies, and porticos, as per plan.
4. Spacious garages with insulated garage doors with beautiful inserts, as per plan.
5. Garage walls and ceilings to be drywalled and primed.
6. Fully sodded yards. Narrow side yards between houses may be granular stone, at vendor's sole discretion.
7. Main entries featuring impressive insulated double doors, as per plan.
8. Poured concrete basement walls, wrapped with heavy duty damp-proofing and drainage layer and weeping tiles for extended protection (where required by Building Code). Sump pumps as required by municipality.
9. Pre-cast and/or poured concrete steps at front, side and rear entrances as required by grade (as per plan). Pre-cast concrete walks to front entries (where applicable).
10. Low maintenance aluminum soffit, fascia, eavestrough and downspouts.
11. Two exterior hose bibs; one in garage and one in the rear yard (location to be determined by vendor).
12. Door hardware package including grip-set and deadbolt lock, plus gorgeous exterior coach lamps (as per plan).
13. Complimentary fully paved driveway within 2 years of occupancy.
14. Customized builder address plaque. Location to be determined by vendor.
15. Self-sealing asphalt shingles which includes a 30-YEAR LIMITED TRANSFERABLE MANUFACTURERS WARRANTY.
16. Reinforced concrete garage floor with grade beams.
17. All elevations and colour schemes are under STRICT ARCHITECTURAL CONTROL to ensure a truly harmonious streetscape.
18. ELEGANT & SOPHISTICATED, 8' STEEL FRONT ENTRY DOOR(S) with Black grip set with deadbolt lock and black coach lamps.

SPECTACULAR INTERIOR FINISHES:

19. Detached homes feature 8' (+/-) basement ceilings, 9' (+/-) ground floor ceilings with impressive 9' (+/-) second floor ceilings. (Except in sunken or raised areas, stairways and where there are raised or dropped ceilings).
20. Easy maintenance smooth ceilings in kitchen, laundry room, powder room and all bathrooms. California knock down ceilings with 4" (+/-) smooth border throughout finished areas on ground, second and third floor (where applicable).
21. Oak veneer stairs to finished areas with oak handrail and nosing and choice of either oak or metal pickets (as per plan, from vendor's standard samples).
22. 34" built-in linear electric fireplace (as per plan).
23. Choice of one interior quality low v.o.c. paint colour from vendor's standard samples with all kitchen, laundry and all bathrooms finished in eggshell.
24. Vented Cellar with light, door and floor drain (as per plan, grade permitting).
25. Dropped ceilings and bulkheads (where required).
26. Professional duct cleaning before occupancy.
27. Square or round, paint grade, decorative columns, as per plan

GOURMET KITCHEN FEATURES:

28. Level 2 custom designed deluxe kitchen cabinetry with taller upper cabinets, soft close doors and drawers and stone or solid surface countertops in a wide choice of styles from vendor's standard samples, as per plan.
29. Breakfast Bar in Kitchen with extended flush bar top, as per plan.
30. Stainless steel double bowl undermount kitchen sink with single lever pullout faucet.
31. Space for dishwasher including plumbing and electrical rough-ins for future installation provided (does not include installation).
32. Convenient split electrical outlets at counter level for small appliances. USB outlet in Kitchen.
33. Stainless steel hood fan vented to exterior over stove area.
34. Heavy-duty wiring and outlet for stove and standard electrical outlet for refrigerator.
35. Tile backsplash in kitchen from vendor's standard samples.

LUXURY BATHROOM FEATURES:

36. Quality porcelain wall tiles in tub and shower enclosure to ceiling height (where applicable).
37. Primary Ensuite bathroom shower stall (as per plan) to include grand marble surround, pot light and 10 mm frameless glass enclosure with applicable fasteners.
38. Stunning freestanding soaker bath tub with Roman tub filler in Primary Ensuite bathroom (as per plan). Drop-in tub in tiled enclosure or glass shower to secondary bathrooms (as per plan).
39. Choice of quality bathroom cabinets (level 1) with choice of stone or solid surface countertop in Primary Ensuite from vendor's standard samples with undermount sink.
40. Choice of quality bathroom cabinets (level 1) with choice of laminate countertop in secondary bathrooms from vendor's standard samples.
41. Bathtub and shower curtain rods included (where applicable).
42. Level 1 base cabinet with stone or solid surface countertop in Powder Room from vendor's standard samples with single lever faucet and undermount sink (as per plan).
43. White ceramic accessories in all bathrooms and washrooms.
44. Mirrors included in all bathrooms and powder room approx. 42" high.
45. Elongated toilets with soft close seats.
46. Upgraded chrome finish faucets for all vanities and showers. Primary Ensuite includes rain shower head. All other tub/showers include handheld shower on shower arm bracket (as per plan, from vendor's standard samples).
47. Efficient exhaust fans in all bathrooms.
48. Privacy locks on all bathroom doors.
49. All plumbing fixtures to be white. Shut off valve for each sink.
50. Shower stalls to have Dens Shield (or equivalent) on walls.
51. Bathtubs with showers to have Dens Shield (or equivalent) above the tub. Drop ceilings over bathtub enclosures.
52. Washerless MOEN OR DELTA faucet(s) in kitchen, all vanities and bathtubs.

LAUNDRY ROOM ACCENTS:

53. Level 1 base cabinet with laminate countertop and drop in tub from vendor's standard samples, as per plan.
54. Hot and cold laundry taps and drain for washer with heavy duty wiring and venting for dryer.
55. Laundry room floors may be sunken to accommodate entry door(s) in laundry (if required). Laundry areas on second floor will come with a floor drain, as per plan.

FLOOR FINISH FEATURES:

56. Detached homes feature 3/4" x 3/4" prefinished engineered hardwood in natural finish on ground floor and upper hall (excluding tiled areas and bedrooms; from vendor's standard samples).
57. Quality 12" x 24" porcelain tile flooring in entry, powder room, kitchen, laundry, bathrooms, and open to below basement foyer (as per plan, from vendor's standard samples).
58. Luxurious premium quality 40 oz. broadloom with foam under pad in bedrooms, as per plan. Your choice of one colour from vendor's standard samples.
59. Transition strip to be used between different floor materials (due to different flooring materials that may be selected, transition heights between floor surfaces may occur).
60. All shower floors include 2" x 2" mosaic ceramic tile.
61. Striking 4" (+/-) colonial style baseboard, painted white throughout with doorstop to tile and hardwood floor areas. 2 3/4" (+/-) casing painted white on all doors, windows and flat trimmed archways throughout finished areas (as per plan).
62. Two panel smooth style interior doors, except where indicated as sliding doors. Not applicable to Cellar or exterior doors.

Purchasers Initials _____

SCHEDULE "A"

63. Satin nickel levers to all interior doors. Privacy locks on all bathroom and powder room doors.
64. Doors, windows and full archways to be trimmed (as per plan).
65. Low maintenance structural vinyl Low E thermopane basement windows (as per plan).
66. Detached homes feature 2, 3 or 4 panel vinyl clad, thermal-glazed patio door system, as per plan.
67. Extensive caulking for improved energy conservation and to minimize drafts.
68. INTERIOR DOORS 8'-0" high hollow core on main floor, 6'-8" high hollow core doors on second floor and basement finished areas. Contemporary 2 panel doors from vendor's standard samples, as per plan.
69. Vinyl casement Low-E Argon-Filled windows on main & second floor.

LIGHTING & ELECTRICAL:

70. All wiring will be in accordance with the Ontario Building Code and the Electrical Safety Authority.
71. Decorative black coach lamps on exterior elevations (where applicable).
72. Two exterior waterproof electrical outlets (one at the front porch and one at rear yard). Holiday plug in front elevation soffit.
73. Heavy duty 220V electrical outlet for stove and dryer.
74. Light fixtures provided throughout finished areas except in living room, with white decora style switches and receptacles.
75. Switch controlled receptacles in living room.
76. One automatic smoke/strobe detector installed on every floor and in every bedroom for home and family safety.
77. Electric door chime with doorbell at front entry.
78. Ground fault interrupter protection for all bathroom(s) and powder room.
79. Carbon monoxide detector.
80. 200-amp electrical service with circuit breaker panel.
81. Provisions for rough-in electric car charger in garage.
82. One electrical wall outlet in garage for each parking space, ceiling lights as required and one electrical outlet on the ceiling per overhead door for future garage door opener.

ENERGY SAVING FEATURES:

83. ENERGY STAR QUALIFIED (95%) HIGH-EFFICIENCY FURNACE WITH INTERCONNECTED HRV (HEAT RECOVERY VENTILATOR) FOR IMPROVED AIR QUALITY.
84. COMFORT CONTROLLED BY A SMART HOME THERMOSTAT.
85. EXTERIOR WALLS AND 2ND FLOOR CEILINGS (WHERE APPLICABLE) TO BE FULLY INSULATED, CEILING TO R-60, AND WALLS TO R-22. ALL INSULATED AREAS ARE TO BE COVERED BY POLY VAPOUR BARRIERS (AS PER ONTARIO BUILDING CODE).
86. R40 SPRAY FOAM INSULATION IN FLOOR CAVITIES WITH UNHEATED SPACE BELOW.
87. SPRAY FOAM AROUND WINDOWS AND EXTERIOR DOORS FOR INCREASED AIR TIGHTNESS.
88. WATER SAVING SHOWER HEADS ON ALL SHOWERS WITH TEMPERATURE CONTROL VALVES.
89. WATER EFFICIENT TOILETS.
90. WATER EFFICIENT LAVATORY FAUCETS.
91. WINDOWS AND DOORS WITH LOW-E GLASS AND ARGON-FILLED AIR SPACE.
92. FULL HEIGHT BASEMENT INSULATION WITHIN 6" OF CONCRETE FLOOR, as per Ontario Building Code.
93. LED LIGHT BULBS TO ALL APPLICABLE FIXTURES.
94. BATHROOM FANS VENTED TO EXTERIOR
95. HIGH EFFICIENCY HOT WATER HEATER (RENTAL BASIS).

SECURITY FEATURES FOR ADDED FAMILY COMFORT:

96. High quality deadbolt locks on all exterior swing doors.
97. Exterior hinges and striker plates reinforced with extra-long screws.
98. Additional screws at patio door to prevent lifting.
99. Additional blocking at all exterior door jambs.
100. Rough-in for Security System (location to be determined by vendor).

ADDITIONAL FEATURES:

101. Steel beam construction in basement (as per applicable plan).
102. Engineered floor joists & 5/8" subfloor glued to achieve outstanding structural strength.
103. All subfloors will be REFASTENED WITH SCREWS prior to floor finishes. All joints to be sanded
104. 2" x 6" exterior wall construction (as per plan, excluding garage).
105. Architecturally predetermined siting and exterior colours.
106. Survey provided on closing
107. Entry door from garage to interior (where grade permits) with safety door closer, as per Ontario Building Code.

CUSTOMER FRIENDLY UPGRADE PROGRAM:

108. Purchasers will have the opportunity to make upgraded interior selections when they attend their decor appointment to choose their colours and materials (when schedules permit).

LOOKOUT AND WALKOUT CONDITIONS:

109. Lookout lot conditions shall include larger rear basement windows, with wood deck and stairs to grade, as grade permits.
110. Walkout lot conditions shall include a sliding patio door or garden door in basement and larger rear basement windows as per grade & applicable plan, a railing will be installed at the door on main floor level.

HELPFUL ROUGH-INS FOR YOUR GROWING FAMILY:

111. Rough-in for central vacuum system piped to garage.
112. Rough-in gas line to BBQ at rear of home, location to be determined by vendor.
113. 3-piece rough-in to basement (as per plans), location to be determined by vendor.

Purchasers Initials _____

SCHEDULE "A"

WARRANTY:

Fernbrook Homes warranty backed by Tarion.

ONE YEAR WARRANTY:

The builder warrants that the home is free from defects in workmanship and materials, and is fit to live in and meets the Ontario Building Code requirements from the date of possession.

TWO YEAR WARRANTY PROTECTION:

Water seepage through the building envelope, including the basement or foundation walls.
Defects in materials and work in the electrical, plumbing and heating delivery and distribution systems.
Defects in materials and work in the exterior cladding, caulking windows and doors leading to detachment or serious deterioration.
Violations of the Ontario Building Code's health and safety provisions.

SEVEN YEAR WARRANTY PROTECTION (Major Structural Defects):

Any defect in materials or workmanship that result in the failure of a load-bearing part of the structure, or any defect in materials or workmanship that materially and adversely affects the use of the building as a home. Purchaser will reimburse the Builder for the cost of the Warranty Fee as an adjustment on closing.

Specifications are subject to change without notice. The vendor has the right to substitute materials of equal or greater value at their sole discretion. All sizes and dimensions are approximate and are for general reference only. E. & O.E.

SAMPLE
FOR REVIEW ONLY



Purchasers Initials _____

SCHEDULE B EXTRAS

FOR REVIEW ONLY

SCHEDULE C-A
CLOSING ADJUSTMENTS

Lot: _____ Plan: _____

PURCHASER(S): _____

The Purchaser agrees to pay to the Vendor on Closing the following Closing Costs, in the amounts set out below, plus applicable taxes, with reference to the applicable section of the attached Agreement of Purchase and Sale and in addition to any other amounts payable pursuant to the provisions of the Agreement of Purchase and Sale:

	Item	Amount	Schedule	Paragraph No.
1.	Driveway Apron Paving Fee	\$NIL	Schedule "A"	N/A
2.	Damage Deposit (subject to adjustment)	\$5,000.00	Schedule "X"	2(d)
3.	Water Meter	\$500.00	Schedule "X"	2(e)
4.	Hydro Meter	\$1,250.00	Schedule "X"	2(e)
5.	Gas Meter	\$NIL	Schedule "X"	2(e)
6.	Boulevard Tree Planting and Landscaping	\$500.00	Schedule "X"	2(e)
7.	Air Conditioning (if required to be installed)	\$8,000.00	Schedule "X"	2(e)
8.	Law Society Transaction Levy	\$65.00	Schedule "X"	2(f)
9.	Foundation Survey	\$NIL	Schedule "X"	2(f)
10.	Blue Boxes	\$NIL	Schedule "X"	2(f)
11.	Rear Deck (if required to be installed)	\$20,000.00 (for 5000 series and 6000 series plans) \$30,000.00 (for all other plans)	Schedule "X"	3(e)
12.	Walkout Basement (if required to be installed)	\$45,000.00 (for 5000 series and 6000 series plans) \$55,000.00 (for all other plans)	Schedule "X"	3(e)
13.	Lookout Basement (if required to be installed)	\$25,000.00 (for 5000 series and 6000 series plans) \$35,000.00 (for all other plans)	Schedule "X"	3(e)
14.	Creation of maintenance easement	\$275.00	Schedule "X"	4
15.	Land Realty Taxes (if not separately assessed subject to readjustment)	\$500.00	Schedule "X"	5
16.	Electronic Registration Fee	\$372.50	Schedule "X"	12(b)/12(f)
17.	Canada Post Fee	\$200.00	Schedule "X"	2(f)
18.	Telecommunication Services	\$500.00	Schedule "X"	2(e)
19.	Restrictive Covenants	\$250.00	Schedule "X"	4

Purchaser's Initials	
Purchaser's Initials	
Purchaser's Initials	
Vendor's Initials	

SCHEDULE "DE"

DEPOSIT MONIES

Notwithstanding any provision of the Agreement or any of the schedules attached thereto, the Purchaser hereby acknowledges, confirms and agrees that:

1. The Agreement is not conditional on any early termination conditions described in paragraph 1(b)(i) or 1(b)(ii) of Schedule "A" of the Statement of Critical Dates and Addendum (the "**Addendum**") and the Vendor and Anthony J Di Silvestro Professional Corporation ("**AJD PC**") are not required by the Addendum to hold and the Vendor and AJD PC will not be holding any monies paid by the Purchaser to the Vendor, including deposits or monies for any extras or upgrades together with accrued interest, if any (collectively the "**Deposits**") in trust or pursuant to any of the provisions of paragraph 1(c)(iv) of Schedule "A" of the Addendum, or otherwise on behalf of the Purchaser.
2. Any Deposits payable to Anthony J Di Silvestro Professional Corporation, in trust, are made so payable solely for the convenience of the Vendor and the Purchaser and are not required to be held in trust or pursuant to a deemed trust and AJD PC is not in any manner trustee of the Deposits on behalf of the Purchaser.
3. **AJD PC is unconditionally and irrevocably authorized, directed and entitled to release and disburse all or any portion of the Deposits to the Vendor or to whomsoever or in whatever manner the Vendor may direct, at any time or times, without any notice to the Purchaser.**
4. The Purchaser hereby irrevocably releases, acquits, remises and forever discharges AJD PC from any obligation whatsoever to hold any of the Deposits in trust; and from all actions, claims, demands, proceedings, complaints, losses and liabilities, however arising, both in law and in equity, for any matter set forth in this Schedule "DE" and the Purchaser shall not make any claim, directly or otherwise, whatsoever against AJD PC for same.
5. The Purchaser shall deliver substitute bank drafts or certified cheques to the Vendor and made payable to whomsoever or in whatever manner the Vendor may direct if requested by the Vendor at the Vendor's sole discretion for Deposits delivered by or on behalf of the Purchaser within five (5) days of written request and at no additional cost to the Vendor.
6. With the exception of the Addendum, the provisions of this Schedule "DE" shall prevail in the event of any conflict between the provisions of the remainder of the Agreement and all other schedules thereto.
7. The Purchaser acknowledges having been given the opportunity to seek independent legal advice in connection with this Schedule "DE" and that the Purchaser has executed this Schedule freely, voluntarily and without duress. The Purchaser shall not claim that the Purchaser is not party to this Schedule "DE" in any subsequent proceeding, and this Schedule "DE" shall operate conclusively as an estoppel by AJD PC for any matter set out in this Schedule and may be pleaded by AJD PC as a complete defence and reply and may be relied upon by AJD PC for any purpose.

The Purchaser specifically confirms having reviewed and understood the foregoing provisions and acknowledges and agrees that same has been called to the Purchaser's attention as evidenced by the Purchaser's signature below.

Dated this _____ day of _____, 20____.

_____))	_____)
WITNESS))	PURCHASER)
_____))	_____)
_____))	PURCHASER)
_____))	_____)
_____))	PURCHASER)
_____))	_____)
_____))	PURCHASER)

SCHEDULE "FLP" FLOORPLAN

FOR REVIEW ONLY



HOMETOWN HILLSDALE

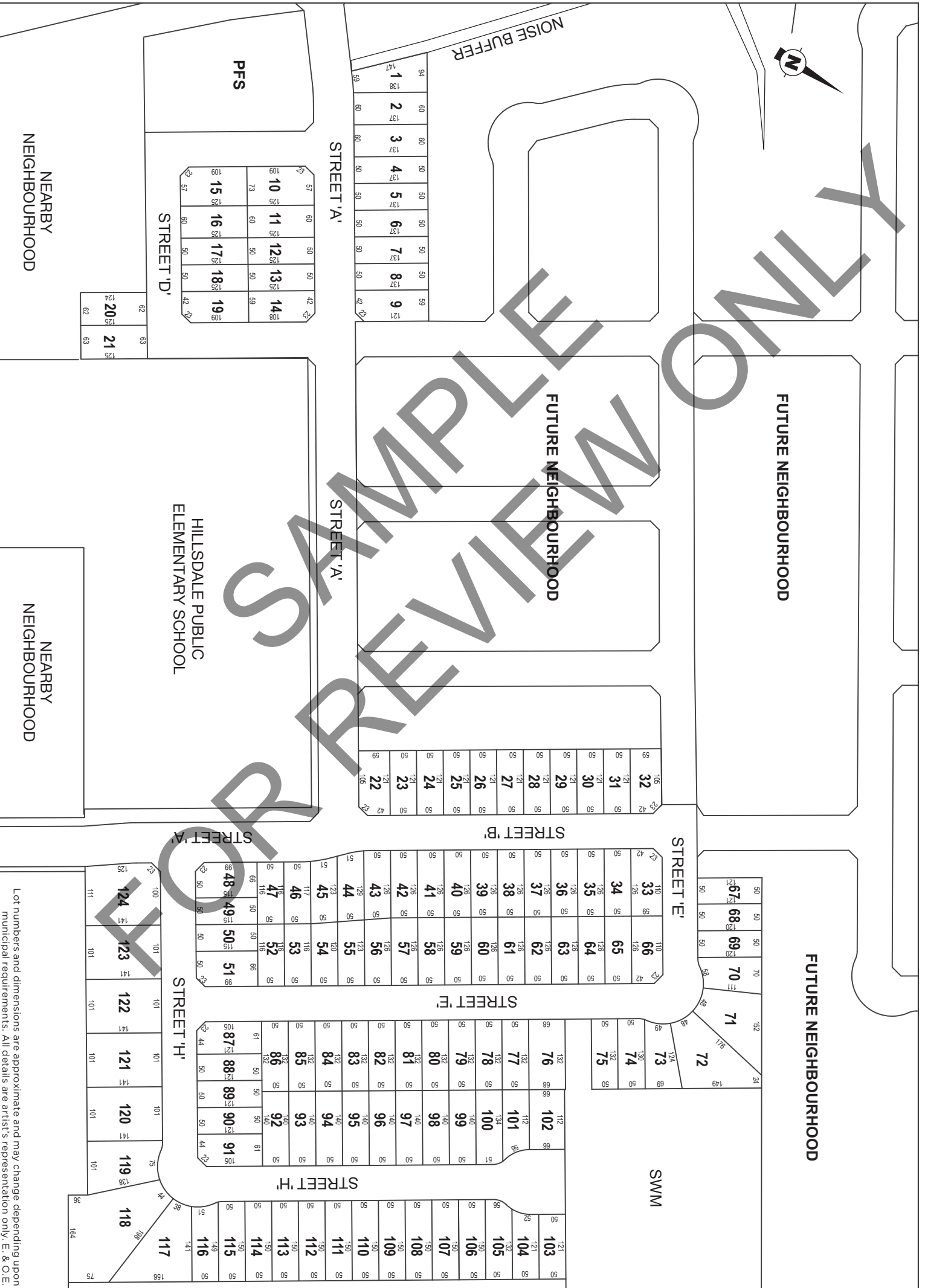
SITE PLAN

SCHEDULE S

Lot #. LOT

Vendor's Init. _____

Purchaser's Init. _____



Lot numbers and dimensions are approximate and may change depending upon municipal requirements. All details are artist's representation only. E. & O. E.

SCHEDULE "M"
WARNING CLAUSES AND NOTICE PROVISIONS

1. Purchasers of lots adjacent to Streets 'A' and 'D' are advised that there is the potential for slow moving traffic and noise associated with the vehicular drop-off area to the north side of the school and during special events, exterior lighting, and portable classrooms are normal operating conditions for a school.
2. School buses will not enter cul-de-sacs and pick up points will be generally located in through streets convenient to the Simcoe County District School Board. Additional pick up points will not be located within the subdivision until major construction activity has been completed,
3. The public schools on designated sites 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 directed to schools outside of the area.
4. Pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighbourhood school's area.
5. Purchasers of lots adjacent to Highway 93 are advised of the potential for noise and slow moving traffic.
6. Purchasers are advised that:
 - a. The home/business mail delivery will be from a designated Centralized Mail Box;
 - b. The developer will be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales; and
 - c. Any established easements are to be granted to Canada Post.
7. Purchasers of lots adjacent to the fire station are advised of the potential for noise.
8. Purchasers/tenants of Lots 1 to 4, 10, 11, 15 and 16 are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed the noise criteria of the Municipality and the Ontario Ministry of the Environment and Climate Change. I, the purchaser hereby agrees to place this clause in all subsequent offers of purchase and sale when I sell the property.
9. Purchasers/tenants of Lots 1 to 4, 10, 11, 15 and 16 are advised that the dwelling unit can be fitted with an air conditioning unit at the owner's option and expense which will enable the occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have an AHRI sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on outdoor activities of the occupants and their neighbours.
10. Purchasers/tenants of Lot 1 are advised that the acoustical berm and/or barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original.
11. Purchasers/tenants of Lots 103 to 118 are advised that the dwelling unit is in proximity to a future sanitary pumping station whose activities may at times be audible.
12. The Purchaser acknowledges that further Warning Clauses may be required in accordance with paragraph 2(o) of Schedule "X" to this Agreement of Purchase and Sale.

Purchaser's Initials	
Purchaser's Initials	
Purchaser's Initials	
Vendor's Initials	

SCHEDULE X

1. (a) The Vendor will construct (if not already constructed) and complete upon the property a dwelling of the type hereinbefore indicated. The dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor, and the Purchaser agrees to close this transaction on the Closing Date, provided the Municipality has approved the dwelling for occupancy and the Vendor has provided the evidence required by the Statement of Critical Dates and Addendum annexed hereto (the "Addendum"), without holdback of any part of the purchase price and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. The Vendor has the right to extend the Closing Date in accordance with the Addendum. The Purchaser hereby agrees, provided that there are no liens under the *Construction Act* (the "CA") registered on title to the property on the Closing Date, to accept the Vendor's covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the CA, and will not claim any lien holdback on Closing (as defined in the Addendum). If there are any such liens registered against title to the property on the Closing Date, then, in such event, the Purchaser shall accept the Vendor's undertaking to obtain and register, within a reasonable time after Closing, a discharge of any such liens and/or an order vacating any certificates of action registered in connection therewith, on title to the property, arising from the Vendor's work and to close on the Closing Date without holdback of any part of the purchase price. Subject to the requirements of the Tarion Warranty Corporation ("Tarion") and/or the Home Construction Regulatory Authority ("HCRA"), if the said dwelling type cannot be sited or built on the property in accordance with the requirements of the Municipality, subject to the right of the Vendor to make such changes to the dwelling type as hereinafter set out, this Agreement of Purchase and Sale shall be deemed to be frustrated and the Purchaser shall be entitled to a refund of all monies paid, without interest, but in no event shall the Vendor or the Real Estate Broker or any of its agents be liable for any damages or costs whatsoever.
- (b) The Purchaser acknowledges that warranty information is available from Tarion and the Vendor will deliver any additional required warranty information to the Purchaser at or before the Pre-Delivery Inspection ("PDI") required under the provisions of Tarion. The Purchaser (or the Purchaser's designate) agrees to execute and provide to the Vendor any confirmation of receipt ("Receipt") of the forgoing, in the form required by Tarion, forthwith upon receipt. The Purchaser (or the Purchaser's designate) will meet at the subject dwelling unit on or before the Closing Date to conduct the PDI. The Purchaser shall not be entitled to examine the dwelling except when accompanied by a representative of the Vendor. The Purchaser agrees to comply with all regulations under the *Occupational Health & Safety Act*, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor and the Purchaser agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser (or the Purchaser's designate) is to arrange the PDI with a representative of the Vendor and is to give the representative of the Vendor at least three (3) days' prior notice of the PDI, which shall be conducted at a mutually convenient time prior to the Closing Date. During the PDI, the Purchaser (or the Purchaser's designate) and the Vendor agree to list any incomplete, damaged or deficient items with respect to the dwelling unit on the PDI Form (the "Form") required by or approved by Tarion. In addition, the Purchaser (or the Purchaser's designate) shall execute all other forms prescribed from time to time by, and required to be completed pursuant to the requirements of Tarion, including any Certificate of Completion and Possession (the "CCP"). The Purchaser agrees that such items as are included in the Form represent the balance of work to be completed by the Vendor with respect to the dwelling unit and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, save and except in accordance with Tarion, and this shall serve as a good and sufficient release of the Vendor in that regard. Except for the PDI, the Purchaser agrees that prior to the Closing Date, the Purchaser, their agents or representatives will not, in any circumstances enter onto the property and the dwelling except at the request of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and a breach of 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. In the event the Purchaser sends a designate to conduct the PDI in the Purchaser's place, the Purchaser shall first provide the Vendor with the Appointment of Designate for PDI in the form prescribed by Tarion, prior to the PDI, failing which the Purchaser shall be required to attend personally. In the event that the Purchaser appoints such 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 same force and effect as if executed by the Purchaser directly. The Purchaser further agrees that the Vendor shall have the right to enter upon the property and dwelling after completion of the transaction in order to complete such items as are included in the Form. The Vendor shall complete such items as are contained in the Form within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The warranties given under the Ontario New Home Warranties Plan Act, as amended, replace any warranties at law or otherwise. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the dwelling unit until and unless the Purchaser (or the Purchaser's designate) has executed the Receipt, Form and CCP, together with any other documents required under Tarion (collectively the "Documents"). In the event the Purchaser (or the Purchaser's designate) has failed to complete the PDI and execute the Documents on or before the Closing Date, the Vendor may declare the Purchaser to be in default under this Agreement and exercise any or all of its remedies set forth herein or at law, or may complete this transaction on the Closing Date and shall be entitled to: (a) refuse to provide possession of the property to the Purchaser until the Documents have been completed and signed by the Purchaser; or (b) complete the Documents on behalf of the Purchaser, and in such case, the Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as the Purchaser's lawful attorney to complete and sign the Documents in the Purchaser's name, place and stead in accordance with the provisions of the *Powers of Attorney Act*. Prior to Closing, the Purchaser shall not be entitled to do or cause to be done any work, installation, improvement or alteration to the dwelling or the property, in default of which, the Vendor shall have the right to either charge the Purchaser on closing, for all costs and expenses incurred by the Vendor in removing or rectifying all work done by the Purchaser, in such amounts as determined by the Vendor in its sole discretion, or, at the Vendor's sole option, to treat same as a breach of 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. If the Purchaser makes any changes, alterations or additions to any mechanical, electrical or plumbing system or equipment installed by the Vendor, the Vendor's warranty with respect to same (including those provided by Tarion and the *Ontario New Home Warranties Plan Act*) shall be automatically voided and of no further force of effect. The Vendor shall have no liability whatsoever for work done by a third-party trade at the behest of the Purchaser, either before or after the Closing Date, whether or not such third-party trade was referred to the Purchaser by the Vendor.
- (c) In the event of an occurrence, such as but not limited to a pandemic, state of emergency, natural disaster or other like event or peril, the Vendor may modify or vary any procedure, timeline or process, including but not limited to PDI, colour selections and key release, herein specified or applicable as permitted by any emergency order, governmental or other quasi-governmental authority or as the Vendor, acting reasonably determines is appropriate in the circumstances.

2. The Purchaser agrees with the Vendor as follows:

- (a) Notwithstanding closing, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Vendor, the subdivider or their servants or agents may, for such period after closing as is designated by the subdivider and/or Vendor, enter upon the property at all reasonable hours to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such a provision. Further, the Vendor shall have the right after closing, to enter upon the property at all reasonable hours to permit access to complete construction or grading on other properties in the subdivision, provided however, the Vendor shall be responsible for all repairs to any damages caused by its entry as aforesaid. Provided however that all of the covenants, warranties and obligations contained in this Agreement to be performed by the Vendor, including title, shall merge on Closing and shall not survive same, save and except for the obligations of the Vendor to complete the dwelling in accordance with the requirements of Tarion.
- (b) The Purchaser acknowledges and agrees that the Vendor may, from time to time, in its sole discretion, or as required by the Municipality, Region or other governmental authority or agency having jurisdiction, or the Subdivider, change, vary or modify the plans and specifications pertaining to the dwelling, real property or the Plan of Subdivision (including without limiting the generality of the foregoing, architectural, structural, engineering, landscaping, grading, mechanical, site, servicing or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure, model in the Sales Office or otherwise, and the Purchaser shall have absolutely no claim or cause of action against the Vendor or its agents for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials and/or colours for those designated in the plans and/or specifications provided the quality is equal or better. The Purchaser further acknowledges that all matters external to the lot are the responsibility of the Subdivider from whom the Vendor may have acquired the lot upon which the dwelling is to be built and that any information shown or provided for on any sketch, schedule or plan, relating to matters external to the lot, whether attached to this Agreement, contained in any Sales Office or promotional literature, shall be considered to be preliminary only. The Purchaser agrees to accept any variation or change with respect to any and all information external to the lot including, without limiting the generality of the foregoing, the location of sidewalks, transformers, poles, lights, telephone service, cable service, hydrants, curb cuts, landscape features, entrance features, community amenities and street configuration, direction or names, without abatement in the purchase price and the Vendor shall have no liability or obligation with respect to such change or variation to any matters which are external to the lot.
- (c) The Purchaser will not alter or obstruct the grading or drainage of the Property contrary to the Municipally approved drainage pattern, and, provided that lot grading has been completed in accordance with municipally approved grading control plan which may be modified or varied from time to time, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. The Purchaser shall ensure that any lifting of sod and/or trenching for alternate utility suppliers, underground sprinkler systems, or otherwise, is properly compacted and reinstated to original final lot grading levels, in default of which, the Vendor shall have recourse to the damage deposit, in addition to any other right or remedy, to cover the cost of effecting any repairs. Purchasers are advised that storm water management infrastructure, namely infiltration trenches which includes tile drainage and underground piping (collectively the "Drainage Infrastructure") may be located on their property. Purchasers are advised that it is their responsibility to maintain, clean and repair said Drainage Infrastructure to ensure that proper drainage is maintained. Purchasers are not permitted to alter the grading or drainage on their property and are not permitted to alter or cover any swales. No structures are permitted on the Drainage Infrastructure and no modification, alteration or excavation of the Drainage Infrastructure is permitted. Should the Purchasers alter, interfere and/or damage the Drainage Infrastructure the Vendor shall be permitted to enter the Purchaser's property to reinstate the Drainage Infrastructure to municipal requirements, at the sole cost and expense of the Purchaser. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the Subdivision Agreement or any other Municipal Agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing or decking upon the property until after the Vendor has obtained acceptance of lot grading from the Municipality.
- (d) Purchaser shall pay an amount on Closing as an adjustment, to be estimated by the Vendor, to apply to Purchaser's grading and subdivision service damage covenants: all readjustments, without interest, to be made forthwith upon municipal assumption of subdivision services and the release of any security posted by the Vendor with the Municipality and/or Subdivider.
- (e) The hot water heater and tank are not included in the purchase price. The Purchaser agrees to either execute and deliver on or before Closing, a rental or lease contract (the form of which may be attached hereto as a separate schedule) for the said heater and tank, together with a void cheque, if applicable, or if the heater and tank are not rental or leased, the Purchaser shall pay, or reimburse the Vendor on Closing, the cost of the said heater and tank, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for hydro, gas, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The water meter is not included in the purchase if it is not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service or installation of the water meter, gas service or installation of the gas meter, the cost of hydro installation and connection fee and for the cost of any telecommunication services offered to the Purchaser. In the event that the Vendor is required to pay or provide any utility authority or service provider with cash security or a letter of credit as a pre-requisite to the provision of any utility or service to the property, then in such circumstances, the Purchaser shall pay to the Vendor as an adjustment on Closing, the amount of any such cash security or letter of credit. In the event the Vendor has incurred an obligation to install, pay for and/or to contribute to the cost of boulevard tree planting, or landscaping, or installation of fences along the lot line of the subject property or retaining wall, the Purchaser shall, on Closing, reimburse the Vendor as to the cost thereof, the cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The Purchaser acknowledges that notwithstanding payment for boulevard tree planting, a tree may not be located in front of the dwelling but shall be located by the Subdivider within the subdivision in accordance with the municipally approved plans. In the event the Municipality requires the installation of air conditioning in the subject dwelling unit, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on Closing, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The location of mechanical installations may not be as shown on the sales brochure and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air

conditioning units and appliances when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if this Agreement provides for the Vendor to supply an air conditioning unit and/or appliances, the Vendor shall have the right to supply the unit and/or appliances within fourteen (14) days after the Closing Date, weather conditions permitting or later when weather conditions permit. The Purchaser shall not be entitled to any holdback notwithstanding that the air conditioning unit and/or appliances are not supplied at the Closing Date.

- (f) The Purchaser covenants and agrees to reimburse the Vendor on Closing for the enrollment, licensing, oversight or other similar fees paid by the Vendor for the dwelling under Tarion, the HCRA or other similar regulatory body or agency, and for the real estate transaction levy surcharge charged by the Law Society and to be paid by the Vendor to its solicitors for this transaction. The Purchaser shall also reimburse the Vendor on Closing for the cost of preparing a foundation survey of the dwelling and any charges paid by the Vendor to the Municipality and/or Region with respect to "Blue Boxes" or other garbage recycling program, such charges to be absolutely determined by Statutory Declaration sworn on the part of the Vendor. The Purchaser shall pay to the Vendor on Closing an administration fee, as determined by the Vendor, for the delivery of notices to the Purchaser and/or the Purchaser's solicitor as required pursuant to the Addendum. The Purchaser shall also reimburse the Vendor on Closing, the amount paid to or on behalf of Canada Post with respect to the installation and activation of the community mail boxes and addresses in the development.
- (g) The Purchaser shall retain a solicitor in good standing with the Law Society of Ontario to represent the Purchaser, and shall cause such solicitor to notify the Vendor's solicitors that they have been retained within thirty (30) days of execution of this Agreement of Purchase and Sale. Subject to the restrictions contained herein regarding assignment and the right to direct title, the Purchaser agrees to advise the Vendor's solicitor not less than thirty (30) days prior to the Closing Date, as to how title will be taken, failing which, the Vendor is hereby directed to engross title in the name of the Purchaser(s) named in this Agreement and the Vendor's solicitors shall be entitled to charge a fee in order to make any subsequent changes thereto. The Purchaser agrees to accept any changes required to the lot number of the subject property as a result of the registered plan of subdivision or otherwise as determined by the Vendor. The Purchaser acknowledges and agrees that the Purchaser shall only have the right to direct title into the name of all persons or entities who are contractually bound as a Purchaser pursuant to this Agreement. The Vendor, in its sole, absolute and unfettered discretion may (but shall have no obligation) to permit the Purchaser to direct title into the name of the Purchaser's spouse or child (a "**Related Party**") (with or without the Purchaser) provided the Purchaser makes such request in writing to the Vendor at least 30 days prior to the Closing Date and the Purchaser provides to the Vendor a Statutory Declaration confirming that the Related Party is the Purchaser's spouse or child. An administration fee of \$500.00 plus applicable taxes together with the Vendor's solicitor's fees of \$500 plus applicable taxes and disbursements will be charged for each requested amendment to the final closing documentation to add or subtract a Related Party as a named party to the transaction documents. For certainty, the Purchaser acknowledges and agrees that the Vendor shall have the right to accept or refuse such a request to direct title in its sole, absolute and unfettered discretion and to impose such conditions on acceptance as it requires, including the provision of all financial information from the Related Party and the execution of the Vendor's form of assignment agreement. The Purchaser shall satisfy themselves as to any tax consequence for any changes arising from such direction or assignment. The Purchaser agrees to provide the Vendor's solicitor with a written direction, in accordance with the foregoing, as to whom title is to be conveyed, no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby irrevocably directed to convey title to the Purchaser set forth and named in this Agreement. In the event that the Purchaser wishes to vary or change the manner in which the Purchaser has previously requested to take title to the property, then the Purchaser agrees to pay to the Vendor's solicitors, on Closing, their legal fees in order to implement any such change in the amount of \$500.00 plus taxes, for any such change, but without there being any obligation whatsoever on the part of the Vendor's solicitors to approve of, or to implement any such change so requested.
- (h) Keys will be released to the Purchaser at the Registry Office or the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, upon Closing, unless otherwise specifically agreed in writing between the Vendor and Purchaser. Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.
- (i) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event this transaction is not completed due to the Purchaser's default. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part (as determined by the Vendor in its sole discretion, subject to the Vendor's right, should it determine, to supply any such item following Closing) or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon Closing that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, all as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.
- (j) Prior to Closing, the Purchaser covenants and agrees not to post any signs or advertise the property for sale, lease or rent, or list the property for sale, lease or rent, or advise others that the property is or may be available for sale, lease or rent, offer for sale, lease or rent or sell, lease or rent the real property or to enter into any agreement, conditional or otherwise, to sell, lease or rent the real property, or any interest therein, nor to assign this Agreement or any interest therein, or any rights of occupancy, or the benefit thereof, either directly or indirectly, to any person without the prior written consent of the Vendor which may be arbitrarily withheld or delayed. Any offering for sale, lease or rent, or any sale, lease, rental, assignment or attempted assignment of this Agreement or the property shall constitute a breach of 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. In addition, in the event that the Purchaser is in breach of this subparagraph, the Purchaser acknowledges and agrees that the Vendor shall have the right to charge a default fee of Five Thousand Dollars (\$5,000.00) plus applicable taxes, plus legal fees for each violation as an adjustment on the Closing Date. In the event that more than one party is named as Purchaser, the Purchaser acknowledges that they shall not be entitled to direct title in the Transfer/Deed of Land to be registered on Closing other than to all of the parties comprising the Purchaser, without the Vendor's written consent, which consent may be arbitrarily withheld.
- (k) 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 the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of

water damage to basement improvements and chattels stored in basement resulting from water seepage, including any consequential damages arising therefrom. The Purchaser covenants and agrees, forthwith after Closing, to install a humidifier in the subject dwelling unit and in the event the Purchaser fails to do so, the Vendor will not be held responsible for the repair or rectification of any damage to the dwelling caused as a result of lack of humidity levels.

- (l) Where any portion of any fence bordering lands not owned by any governmental or utility authority ("Private Fence") is within fifteen (15) centimetres of the property line, such Private Fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the property and to complete the sale contemplated herein, without abatement of the purchase price and without objection. If any portion of any Private Fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment or, at the Vendor's sole option, upon an abatement in the purchase price, such abatement to be calculated by multiplying the purchase price of the lot only without a dwelling unit (or the fair market value of the lot only without a dwelling unit as determined by the Vendor in its sole discretion) by the ratio of the area of the Unpermitted Encroachment to the total area of the property. The Purchaser acknowledges that in the event the property borders land owned by any governmental or utility authority, such authority may require fences, entrance gates or other structures to be located within the property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority. Notwithstanding anything hereinbefore set out, the whole or any fence, acoustic barrier, entrance gate or other structure required to be erected by any governmental authority, utility or railway or erected pursuant to any Subdivision, Site Plan or Development Agreement shall be deemed to be a Permitted Encroachment. The Vendor shall have the right to store topsoil or soil on the lot after the Closing Date, which topsoil or soil shall remain the property of the Vendor, to be used by the Vendor to complete the final grading and the Purchaser shall not alter, remove or add any other material to same.
- (m) The Purchaser acknowledges that the real property dimensions and the square footage of the dwelling unit are approximate only. In the event the frontage, depth or area of the real property and/or the square footage of the dwelling unit and/or the dimensions or square footage of any room or area in the dwelling unit are varied by up to and including five (5%) percent, from those specified in this Agreement or the sales brochure, or any or all of the foregoing, the Purchaser agrees to accept all such variations without notice and without claim for compensation or abatement in the purchase price and this Agreement shall be read with all amendments required thereby. If any such variation exceeds five (5%) percent, the Purchaser may either accept such variation without abatement in the purchase price and without any claim as against the Vendor and its servants and agents for any loss or damages whatsoever, or terminate this Agreement and the Purchaser shall be entitled to a refund of all monies paid, without interest, and the Vendor, Vendor's Agent and Purchaser shall be released of all further obligations and liabilities. If there is any reference in the plans and specifications for the dwelling to a specific ceiling height, the Purchaser acknowledges that such measurement is approximate only. Where ceiling bulkheads are installed or where drop ceilings are necessary, such as kitchens, foyer, closets, bathrooms, laundry rooms and hallways, the ceiling height will be less than as set out.
- (n) The Purchaser acknowledges that grading and sodding shall be done as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser. The Purchaser covenants and agrees not to plant any trees or shrubbery, install plants, flowers or landscaping or install fences or any other structure or improvements exterior to the dwelling, upon or within the property, prior to the Vendor completing the grading and sodding of the property, and obtaining a final grading certificate from the Consulting Engineer for the subdivision, failing which the Purchaser acknowledges that the Vendor shall have the right to remove any such planting or installation without reimbursement to the Purchaser and the Purchaser shall indemnify and be responsible for all of the Vendor's costs and expenses in so doing. From and after the Closing Date, the Purchaser shall be obligated to maintain any sidewalks or areas designated for sidewalks which are adjacent to the property as well as any driveway aprons free from snow, ice or any other obstruction or material and shall indemnify and save harmless the Vendor from and against all claims, demands, damages, costs and expenses which may be made or brought against the Vendor or which the Vendor may sustain by reason of the Purchaser's failure to so maintain.
- (o) The Purchaser acknowledges that existing and/or future development or subdivision agreements affecting the real property may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, 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, the absence of door-to-door mail delivery, the location of "super mailboxes", the status of services and works in the subdivision and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of the real property. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before the Closing Date, the Purchaser shall forthwith execute upon request by the Vendor, acknowledgements or amendments to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the real property to the Purchaser unless the Purchaser executes such acknowledgements or amendments as aforesaid. In addition, the Purchaser covenants and agrees to forthwith execute upon request by the Vendor, any acknowledgement or document required by a Committee of Adjustment decision or pursuant to any requirement of any governmental or utility authority pursuant to any minor variance application or by-law amendment obtained in order to construct the dwelling. In the event that the Purchaser fails to execute such acknowledgements, documents or amendments forthwith upon being requested to do so by the Vendor, the Vendor shall be entitled, at its sole option, to declare the Purchaser to be in breach of this Agreement whereupon 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.
- (p) The Purchaser covenants and agrees to attend within seven (7) days of notification to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this agreement (the "Colour Chart"). In the event any item on the Colour Chart becomes unavailable, or, if such selection would not be available in a timely fashion, (such determination to be made by the Vendor at its sole discretion), the Purchaser shall be allowed to attend on seven (7) days written notice from the Vendor to re-select an alternative from the Vendor's available samples. In the event the Purchaser does not attend and execute the Colour Chart at the date and time specified in the above-noted notice from the Vendor or if the Purchaser does not so re-select within the time or times hereinbefore limited, the Vendor may at its sole option, either make such selection on behalf of the Purchaser, and in any such event, the Purchaser hereby irrevocably agrees to accept the Vendor's selection without any right of abatement of purchase price and in full satisfaction of the Vendor's obligation herein, or declare the Purchaser to be in breach of this Agreement whereupon 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.. Only such items as may be unavailable, or unavailable in a timely fashion (as determined by the Vendor at its sole discretion) may be re-selected by the Purchaser. In the event of default by the Purchaser in re-selection, and a re-selection by the Vendor on behalf of the Purchaser, the re-selection shall be of equal or better quality than the original selection.

- (q) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby shall accept any such colour variation resulting from the manufacturing process without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations herein. The Purchaser further acknowledges and agrees that various types of flooring including but not limited to carpets, marble, tile, hardwood floors, or engineered wood in the dwelling unit may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area. The Purchaser further acknowledges and agrees that the Vendor may, at its sole discretion, install one or more sump pumps in the dwelling unit. The Purchaser acknowledges that maintenance of the sump pump is and shall remain the sole responsibility of the owner of the dwelling from time to time. The Purchaser acknowledges that the Vendor shall not be liable for any damages, losses or costs incurred in any manner whatsoever in the event of failure to operate such sump pump, the removal of such sump pump, the failure or inadequacy of such sump pump, the failure to maintain such sump pump and the failure of such sump pump to prevent water or moisture from entering or collecting within the dwelling for any reason whatsoever. In the event that the subject dwelling includes stucco to be installed on the exterior of the dwelling, the Purchaser acknowledges that there may be a variance or unevenness of up to one-half of an inch (1/2") in a ten foot (10') span, which the Purchaser agrees to accept, without objection or claim for compensation.
- (r) The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on any adjustments set out in this Agreement (in addition to any maximum amount specified herein) and on chattels which are involved in this transaction as a charge on closing and the allocation of such chattels to be estimated, if necessary, by the Vendor.
- (s) All proper readjustments shall be made after Closing, if necessary, forthwith upon request. Any monies owing by the Purchaser to the Vendor pursuant to such readjustment or by reason of any other matter or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty (20%) percent per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default. The Vendor may reserve and register a Vendor's Lien and/or register a Charge(s) on the Property, following the Vendor's usual form, payable upon demand, for unpaid monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to such Vendor's Lien and/or Charge(s) including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register such Vendor's Lien and/or Charge(s) on title to the Property. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release or discharge of the Vendor's Lien and/or Charge(s) after such unpaid monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of the Vendor's solicitor's release or discharge fees. These amounts, if required, are payable after Closing. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990, with full power and authority in the Purchaser's name, place and stead, to execute the aforementioned Charge(s) for such unpaid monies or adjustments or claims herein provided, plus interest thereon as provided for herein. The Power of Attorney hereby granted is granted in accordance with the Powers of Attorney Act, R.S.O. 1990, and is irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.
- (t) If settlement occurs due to soil disturbances around the house, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement in accordance with the requirements of Tarion, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling which the Vendor considers of a minor nature by reason of such settlement nor shall the Vendor be responsible for the repair or replacement of any improvements installed by the Purchaser, including landscaping, paving, interlocking, shrubs, trees or sprinkler system by reason of any settlement or if the Vendor is required to do any work on or under the lands after Closing.
- (u) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro.
- (v) At any time prior to assumption of the subdivision by the Municipality, the Vendor may, following seven (7) days written notice to the Purchaser enter upon the property and relocate or remove any improvements made or installed by the Purchaser to the dwelling unit or the property (which without limiting the generality of the foregoing includes air conditioning units, patios, fences, plantings and driveway widenings) which do not conform or comply with the applicable By-Laws, site plan or subdivision agreement or which were installed without the requisite permits or approvals or which the Municipality or other lawful authority requires to be removed or rectified before assumption of the subdivision by the Municipality, and the Vendor shall not be liable to the Purchaser for such removal or relocation nor shall the entry by the Vendor its servants or agents be considered a trespass. The Purchaser shall indemnify and save the Vendor harmless from any cost, charge, expense, penalty or outlay which arises from delay in subdivision assumption and forthwith reimburse the Vendor for any and all costs, charges and expenses including overhead and supervision with respect to any work undertaken or performed by it.
- (w) The Purchaser acknowledges that the property being acquired is part of a larger project or development that is currently or will be under construction and at the time of occupancy and closing, there will be ongoing construction activities throughout the project and area. The Purchaser covenants and agrees to obtain, from a reputable insurance broker, and maintain, at its sole cost and expense, sufficient property insurance (all risks on a replacement costs basis); automobile liability for limits of not less than \$2,000,000 inclusive bodily injury and property damage with respect to any owned vehicles and general liability for amounts of not less than \$2,000,000 per occurrence, with respect to any bodily injury, death, property damage or other loss sustained by them or any of their family, visitors or tradespeople, resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction, which insurance shall (i) be primary in nature with respect to liability arising out of the Purchaser; (ii) contain a waiver of subrogation with respect to property insurance in favour of the Vendor, and (iii) not call into contribution any insurance coverage available to the Vendor except with respect to liability arising out of the Vendor's operations. The Purchaser shall provide the Vendor with proof of such insurance coverage at least five days before the Closing Date. The Purchaser shall indemnify the Vendor, and the Vendor's directors, officers, employees, permittees, licensees, contractors, subcontractors and invitees from and against any and all present or future claims, suits, demands, costs, losses, expenses and damages suffered or incurred by the Purchaser, their family, visitors or tradespeople or any of their tenants, agents or invitees resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction.

(x) The Purchaser acknowledges and accepts that the Dwelling Unit is located in an active and ongoing construction zone, and as such home construction on other lots or construction of subdivision services such as top coat of asphalt on roads and curbs may be incomplete for some time after Closing until the Vendor and/or the Subdivider has satisfied its obligations with the Municipality. Also, Subdivision services may still be unassumed at the time of Closing; roadways and sidewalks may be incomplete, uneven and/or closed to local traffic; kindly heed all speed zones, school zones and all warning signs. At all times, Purchaser(s), their family members (especially children) and their invitees must use caution around construction vehicles and around school sites. The Vendor assumes no responsibility for property damage or personal injury howsoever caused. The Purchaser shall indemnify the Vendor, and the Vendor's directors, officers, employees, permittees, licensees, contractors, subcontractors and invitees from and against any and all present or future claims, suits, demands, costs, losses, expenses and damages suffered or incurred by the Purchaser, their family, visitors or tradespeople or any of their tenants, agents or invitees resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction.

3. (a) The Purchaser agrees that title may on closing be subject to one or more subdivision, development or other agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such subdivision, development or other agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy himself as to compliance.

(b) The Vendor has agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event of default by the Subdivider in compliance with the requirements therein contained, or in the event the Subdivider exercises its right by reason of adverse soil conditions affecting the property, to terminate the purchase agreement as it relates to the property, or if the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall be deemed to be frustrated and the Purchaser shall be entitled to a refund of all monies paid, without interest, but in no event shall the Vendor or the Real Estate Broker or any of its agents be liable for any damages or costs whatsoever. .

(c) The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor herein, and the Purchaser hereby releases the Subdivider from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the dwelling unit and installation of all other improvements within the boundaries, and the Purchaser agrees to execute and deliver on closing a separate acknowledgement and release in favour of the Subdivider to this effect.

(d) The Purchaser acknowledges and agrees that the architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustic barriers, corner lot fencing (including the location of such acoustic barriers and corner lot fencing), exterior colour schemes, corner lot, priority lot and rear lot treatments, or any other matter external to the dwelling unit designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider and the Purchaser agrees to accept, without any right of abatement of purchase price, any changes required as a result of such architectural control. In the event the Vendor determines, in its sole discretion, or is required in compliance with such architectural control requirements, to construct an external elevation for this dwelling unit other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting, fencing, acoustic barrier or landscaping plan for this dwelling unit (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the dwelling unit herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement, and the Purchaser agrees to pay the additional costs incurred in connection with such changes as an adjustment on Closing. The amount to be paid by the Purchaser pursuant to this subparagraph as an adjustment on Closing is to be determined by a Statutory Declaration sworn on the part of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described dwelling unit either as shown on the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, or, to construct such dwelling unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout or to rotate same for corner lots. Construction of a reverse mirror image dwelling unit plan or rotated plan is hereby irrevocably accepted by the Purchaser without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations as to construction of the dwelling unit type hereinbefore described. Further, in the event the Vendor determines, in its sole discretion, to construct the dwelling unit at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the dwelling, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of purchase price and in full satisfaction of the Vendor's obligation as to construction of the dwelling unit type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, hydro transformers, telephone/cable/utility boxes, fencing or landscaping required pursuant to the Municipally approved grading plans and the Purchaser acknowledges and agrees that they may be required to repair and maintain same.

(e) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the subject property may not, as yet, be complete and accordingly, it may not be possible to construct a dwelling unit with a walk-out basement or lookout basement or rear deck where so indicated in this Agreement, or, it may be necessary to construct a dwelling unit with a walk-out basement or lookout basement or rear deck where it is not indicated in this Agreement. In the event this Agreement does not call for either one or more of a walk-out basement, lookout basement or rear deck and either one or more of same is required, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit with a walk-out basement and/or lookout basement and/or rear deck, as required pursuant to such grading plans and the Purchaser shall pay the additional cost involved in constructing such walk-out basement and/or lookout basement and/or rear deck, as the case may be, as an adjustment on Closing. In the event this Agreement calls for a walk-out basement and/or lookout basement and/or rear deck and such is not possible, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit without one or more of such walk-out basement, lookout basement or rear deck as required pursuant to such grading plans, and the Purchaser shall accept a credit in the purchase price on Closing. In the event this Agreement calls for a rear deck only and such is not possible, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit with either a walk-out basement or lookout basement in accordance with such grading plans, and the Purchaser agrees to pay the additional cost involved in constructing such walk-out basement or lookout basement. All costs or credits pursuant to this subparagraph shall be absolutely determined by a Statutory Declaration sworn on the part of the Vendor.

(f) The Purchaser shall pay to the Vendor, as an adjustment on Closing, the amount of any increases in any fees, charges, taxes, assessments, levies, development charges, education development charges, parkland levies, community benefit charges or other levy or similar charge assessed against or attributable to the real property or

construction of the dwelling after the date of the Purchaser's execution of this Agreement and any new fees, charges, taxes, assessments, levies, development charges, education development charges, parkland levies, community benefit charges or other levy or similar charge of any nature or kind assessed or imposed against or attributable to the real property or construction of the dwelling after the date of the Purchaser's execution of this Agreement (any such increase or such new fees, charges, etc. collectively referred to as the "Increase"). The amount of the Increase shall be determined by a Statutory Declaration sworn on the part of the Vendor, which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.

- (g) The Purchaser shall pay to the Vendor, as an adjustment on Closing, the amount of any increases in construction costs or additional expenses expended or incurred by the Vendor for the completion of the dwelling or property and which are over and above those costs or expenses contemplated as at the date of the Purchaser's execution of this Agreement, and which costs or expenses arise as a result of and/or caused by changes to the Ontario Building Code or any other federal, provincial, municipal or other governmental or utility authority requirement or obligation (any such increase or additional expense being collectively referred to as the "Added Cost"). The amount of the Added Cost shall be determined by a Statutory Declaration sworn on the part of the Vendor, which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
- (h) In the event any mortgages are outstanding on closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's Solicitor's undertaking to obtain and register discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard.
4. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, covenants, subdivision agreements, servicing and other development agreements, utility and cost-sharing agreements and to any easement, license or right-of-way granted or to be granted for installation and/or maintenance of any service or right, such as, but not limited to, public or private utilities including water, sewage, storm water drainage, gas, electricity, telephone, cable or television whether servicing the subject lands or other lands, mutual driveways and for maintenance of adjoining dwellings, if applicable. The Purchaser covenants and agrees to execute and deliver, without cost or charge to the Vendor, any such easements or rights-of-way after Closing, within seven (7) days after receipt of written request therefor from the Vendor and shall also obtain the postponement to any such easement or right-of-way for any mortgages registered by or on behalf of the Purchaser. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including without limitation eaves, eavestroughing, or other attachments to the roofs, vents, pipes, wires or cables and the Purchaser further acknowledges that portions of the dwelling may encroach onto abutting lands where the right to do so exists. In the event the subject property is subject to or together with an easement for maintenance and/or access purposes with respect to adjoining dwellings, the Purchaser shall pay to the Vendor on closing the sum of Two Hundred and Seventy-Five Dollars (\$275.00) plus taxes, to reimburse the Vendor for the additional costs incurred in creating such easement. In addition, the Purchaser shall pay to the Vendor on closing, any costs incurred with the Municipality and any registration expenses with respect to the deletion of restrictions registered by the Municipality with respect to the transfer of the subject property. The Purchaser agrees to pay and/or reimburse the Vendor on closing for the registration or assumption of any restrictive covenants, including covenants required by any subdivider of the lands. The Purchaser accepts legal access to the subject property even though it may be restricted by .3 metre reserves owned by the Municipality and not yet dedicated as public highway. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed until sixty (60) days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove or obtain title insurance (with all related costs at the expense of the Purchaser) and which the Purchaser will not waive: this agreement shall, (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations, be void and the deposit money shall be returned, without interest, and the Vendor and the Agent shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions. The Purchaser agrees to attend at the appropriate Registry Office at Twelve o'clock (noon) the Closing Date to complete this transaction unless an alternate time has been specifically agreed upon between the Vendor and Purchaser or their respective solicitors, in default of which attendance by the Purchaser, the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser. Any tender of documents or money may be made either upon the party hereto or his solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule "A" Chartered Bank. The balance due on closing shall be paid by certified cheque on the Closing Date drawn on an Ontario lawyer's trust account in favour of those parties as may be directed by the Vendor and/or its solicitors. The Purchaser shall only receive a credit for amounts actually received by the Vendor or the Vendor's solicitors pursuant to this Agreement. Any wire transfer fees or other bank or other charges deducted or paid out of Purchaser deposits or other monies paid by or on behalf of the Purchaser hereunder shall likewise be deducted from the corresponding amount to be credited to the Purchaser. The Purchaser agrees to pay the costs of registration of their Transfer plus any other documents being registered by or on their behalf, and any tax in connection therewith, including, without limiting the generality of the foregoing, any land transfer taxes or non-resident speculation tax. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment. The Purchaser agrees to accept any changes required to the Lot number of the subject property as a result of the registered Plan of Subdivision, Reference Plan or otherwise as determined by the Vendor.
5. Realty taxes (including local improvement rates) and unmetered public or private utility charges and unmetered cost of fuel, as applicable, to be apportioned and allowed to the Closing Date, the day of Closing itself to be apportioned to the Purchaser. In the event realty taxes have not been individually broken down in respect of this property and remain en bloc, 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 realty taxes once individually assessed against this property 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 this property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the dwelling unit constructed on the property issued subsequent to the Closing Date, shall be the sole responsibility of the Purchaser. In the event that the Vendor is required to pay or provide cash security or a letter of credit with respect to realty taxes for a period subsequent to Closing, the Purchaser shall pay to the Vendor as an adjustment on Closing, the amount of such security or letter of credit relating to realty taxes payable after Closing. In addition, the Purchaser shall be solely responsible and shall reimburse the Vendor, if previously paid by the Vendor, for any account set up fee or ownership change administration fee or similar fee, with respect to the set up of an individual tax account for the property or for an individual account with respect to any utility or service supplier.
6. The Purchaser acknowledges that he has purchased the dwelling on the basis of plans, which he has viewed, and not from a model. The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that same or all of the features contained therein may not be included in the dwelling unless the same is specifically provided for in any

schedule forming part of this agreement. Any item identified as optional or an upgrade in the sales or marketing material and information is not included in the dwelling unit but may be purchased at additional cost under a separate schedule to this Agreement. Any balconies, decks or terraces shown on the plans, are for display purposes only and the location and size are subject to change without notice and without abatement in the Purchase Price. All illustrations are artist concepts only.

7. The Purchaser acknowledges receipt of notice from the Vendor, that the Vendor and/or the Subdivider and/or related or associated corporations to the Vendor and/or Subdivider, may apply for zoning, rezoning, official plan amendment, minor variance, development, other changes or alterations to the permitted uses or any similar applications, with respect to this property, if required to permit this transaction, and/or lots/blocks/units/lands not purchased pursuant to this Agreement, within the Plan of Subdivision or with regard to lands adjacent to, near or within the vicinity of the Plan of Subdivision (all such applications being collectively or individually referred to as the "Applications"). The Purchaser agrees and undertakes, on behalf of themselves and their successors and assigns, not to object or oppose any of the Applications and shall consent to same and shall execute any document confirming same, forthwith upon demand by the Vendor and without payment therefore, as may be required by the Vendor. The Purchaser acknowledges and confirms that this paragraph may be pleaded as a bar to any objection to any of the Applications. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the property and to assign the benefit of such covenant to the Vendor.

8. This offer to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The Purchaser acknowledges and agrees that a two hundred and fifty dollar (\$250.00) administrative fee plus taxes shall be charged to the Purchaser for any cheque paid with respect to any deposit payable pursuant to this Agreement or any extras ordered, which is wired or direct deposited to the Vendor's solicitors, or which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "Administrative Cheque"), and such administrative fee shall be paid forthwith upon demand by the Vendor or its solicitors for each Administrative Cheque. The Purchaser shall pay any legal fees and disbursements charged by the Vendor's solicitors, as well as any administrative fees charged by the Vendor, plus applicable taxes, in connection with the Purchaser's failure or delay in complying with the terms of this Agreement (including the failure to attend any appointments for PDI or colour selection), or in connection with any changes to adjustments or documentation necessitated by the Purchaser or their solicitors providing incorrect information or amending information previously provided, which fees will be paid on the earlier of seven (7) days of written demand by the Vendor or its solicitors, or the Closing Date. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the property, or supported hereby, except as set forth herein in writing. All buildings and equipment shall be and remain at the Vendor's risk until closing. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several. In the event that more than one party comprises the Purchaser herein, the execution of a Colour Chart or any amendment to this Agreement by only one (1) party which comprises the Purchaser herein, shall bind all other parties comprising the Purchaser and each such party hereby grants a Power of Attorney to the other or others for any such purpose. In the event that the date for payment of any deposit required to be paid pursuant to this Agreement falls on a Saturday, Sunday or statutory holiday then such date shall be automatically deemed to be amended to the next Business Day (as defined in the Addendum).

9. (a) The Purchaser shall be deemed to be in default of this Agreement in each and every of the following events, namely:
 - (i) upon the non-payment of all or any portion of any amount payable pursuant to this Agreement or any amount payable for extras or upgrades, on the date or within the time specified;
 - (ii) upon the breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser;
 - (iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the property prior to successful completion of this transaction on the Closing Date; or
 - (iv) upon the Purchaser (and if the Purchaser is more than one (1) person then any one of the Purchaser) makes any assignment for the benefit of creditors or is adjudged bankrupt or insolvent by any court of competent jurisdiction under any legislation then in force, or takes the benefit of any Act that may be in force for bankrupt or insolvent debtors, or shall go into liquidation, either voluntary or under an Order of a court of competent jurisdiction, or otherwise acknowledges its insolvency.

- (b) If any default by the Purchaser occurs under this Agreement, the Vendor shall have the right, in addition to any other rights or remedies which the Vendor may have, to terminate this Agreement and forfeit all monies paid (including all deposits paid) together with any interest earned thereon and monies paid or payable for extras or upgrades ordered by the Purchaser, whether or not installed in the dwelling. The deposit and further deposit(s) are expressly deemed to be deposit monies only, and not partial payments. In the event the Vendor's solicitors are holding any of the deposits in trust pursuant to this Agreement, then in the event of a default by the Purchaser, the Vendor's solicitors are irrevocably authorized and directed to pay to the Vendor the said deposits together with any interest earned thereon, provided the Vendor has delivered to its solicitors a certificate of an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the deposits and accrued interest, if any. Thereupon the Purchaser hereby releases the said solicitors from any obligation to hold the deposit monies, if any, in trust and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies and accrued interest, if any, to the Vendor pursuant to the foregoing. Without prejudice to the Vendor's rights as to forfeiture of monies paid as aforesaid and in addition thereto, the Vendor shall have the right to recover from the Purchaser all costs, losses and damages arising out of default on the part of the Purchaser pursuant to this Agreement including interest thereon from the date of demand at the rate of twenty percent (20%) per annum calculated daily, not in advance until paid. In the event this Agreement, in future, is amended for the benefit of the Purchaser and/or in order to induce the closing of the transaction by giving the Purchaser a credit or a reduction against the purchase price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into.

- (c) If the transaction is not completed for any reason whatsoever and notwithstanding refund or forfeiture of deposits, the Purchaser shall, subject to the requirements of Tarion, execute and deliver such documents affecting title to the property or a release with respect to this Agreement or any agreement or document in a form designated by the

Vendor, and in the event the Purchaser fails or neglects to execute such documents, the Purchaser hereby appoints and authorizes the Vendor, the Purchaser's true and lawful attorney to so execute the said documentation.

- (d) It is understood and agreed that the rights contained in this section 9 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity, or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement.
- (e) The Purchaser covenants and agrees prior to Closing, not to register or attempt to register this Agreement or any other document on title to the property, by way of caution, deposit, assignment, or in any way whatsoever, or register a certificate of pending litigation. In the event of any such registration or attempt by the Purchaser or any one acting for or through them, the Purchaser shall be in default pursuant to the provisions of this Agreement and in addition to all other rights and remedies available to the Vendor pursuant to this Agreement, the Purchaser appoints the Vendor their true and lawful attorney for the purposes of removing the instrument from title, including the giving of any discharge, the lifting of any caution or the assignment of any rights pursuant to this Agreement. The Purchaser shall bear all costs incurred by the Vendor in the exercise of its function pursuant to this power of attorney.
- (f) In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the dwelling unit, or fails to deliver any document or acknowledgement, or takes or omits to take any action which causes delay in the Vendor's construction operations or in the Closing Date, resulting in the Vendor being required, in accordance with the Addendum to set a Delayed Closing Date, the Vendor shall have the right, to require that all adjustments shall be as of the date set for closing prior to the required extension and to add as an adjustment on Closing the sum of \$150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum, pro-rated for the period of time that the Closing was delayed by reason of any or all of the foregoing.
10. In accordance with the Addendum, this Agreement is conditional and shall be effective to create an interest in the property only if the subdivision control provisions (Section 50) of the Planning Act are complied with by the Vendor on or before Closing. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, as such laws from time to time shall be in effect.
11. The Purchaser acknowledges and agrees that in the event the dwelling unit being purchased herein is a semi-detached dwelling unit, the subject lot will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot.
12. If electronic registration of documentation at the applicable land registry office (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is in effect on the Closing Date, the following provisions shall prevail:
- (a) The Purchaser shall retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario to represent the Purchaser for the Closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The closing time and Release Deadline for the purposes of the Escrow Agreement shall be 5:00 p.m. on the Closing Date.
- (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event of electronic registration of documents, the Purchaser shall reimburse the Vendor on Closing for the additional legal costs incurred with respect to electronic registration.
- (c) If the Closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitors or at the appropriate land registry office, as directed by the Vendor's solicitors and at such time as directed by the Vendor's solicitors in order to complete this transaction.
- (d) Paragraph 4 of this Schedule "X" is amended to provide that tender shall have been validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors on or before the Closing Date, and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser. In addition, the Vendor shall have a one-time unilateral right, in its sole and absolute discretion, to extend the Closing Date for one (1) Business Day (as defined in the Addendum) to avoid the necessity of tender, where the Purchaser is not ready to close on the Closing Date. In such a case, delayed closing compensation will not be payable for such period as set out in the Addendum.
- (e) The parties agree that the delivery of documents (other than documents to be registered) on the Closing Date may occur by facsimile transmission or similar system reproducing them, provided that all documents have been properly executed by the appropriate parties, save and except for such documents as may be specified by the Vendor's solicitors as requiring original copies to be delivered on the Closing Date. The person transmitting the documents shall also provide original documents to the recipient within two (2) business days of the later of (i) facsimile transmission of the documents, or (ii) a request for the original documents by the recipient.
- (f) At the option of the Vendor, the Purchaser agrees that the delivery of any documents not intended for registration on title to the property may be delivered to the Purchaser by electronic transmission of electronically signed documents through the internet using such software or electronic services as the Vendor's solicitors determine in their sole discretion provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The Purchaser shall not require the delivery of originals of any such documents. The Purchaser shall reimburse the Vendor on Closing for the costs incurred related to the electronic posting of documents.
- (g) Notwithstanding subparagraph 12(d) hereof, in the event the Purchaser or their solicitor advise the Vendor or its solicitors, on or before the Closing Date, that the Purchaser is unable or unwilling to complete the purchase, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or their solicitor and may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.
- (h) If the Purchaser's solicitor is unwilling or unable to complete the transaction via TERS, in accordance with the provisions contemplated under the Escrow Agreement, then said lawyer (or the authorized agent thereof) shall be obligated to personally attend at the office of the Vendor's solicitors, at such time on the Closing Date 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 and shall pay a fee as determined by the Vendor's solicitors, acting reasonably, for the use of the Vendor's computer facilities.

- (i) Notwithstanding that all Closing funds payable by the Purchaser (in accordance with the statement of adjustments) in connection with the closing of this transaction must be provided by way of a certified cheque drawn on an Ontario lawyer's trust account made payable as directed by the Vendor and be drawn upon (or issued by) a Canadian chartered bank or trust company, it is understood and agreed that at the Vendor's sole option and discretion, exercisable on written notice to the Purchaser's solicitor by the Vendor's solicitor at any time prior to the scheduled Closing Date, the Purchaser and the Purchaser's solicitor shall be required to participate in (and shall correspondingly be obliged to comply with the procedures for transmitting all certified funds for closing this transaction in accordance with) the closing funds management service provided by Teranet Enterprises Inc. (hereinafter referred to as "Teranet"), provided however that in such case:
- (i) the Vendor's solicitor shall receive written confirmation from Teranet (by fax or e-mail) of its receipt of all required Closing funds from the Purchaser or the Purchaser's solicitor, prior to the Vendor's solicitor being obliged to release the transfer for electronic registration (and the Purchaser and the Purchaser's solicitor shall execute all requisite directions and/or authorizations to Teranet in order to implement and facilitate the foregoing); and
- (ii) all fees charged by Teranet (together with all applicable bank charges for the wired transfer(s) of funds) that are otherwise payable or incurred by either or both of the Vendor and the Purchaser in connection with Teranet's closing funds management service, shall be fully borne and paid for solely by the Purchaser.
13. The Purchaser covenants and agrees to provide to the Vendor, within ten (10) days of written request from the Vendor, a copy of a binding commitment for at least seventy-five percent (75%) of the purchase price or evidence satisfactory to the Vendor, acting reasonably, of the Purchaser's ability to finance or pay for at least seventy-five percent (75%) of the purchase price on Closing, failing which the Purchaser shall be in default under this Agreement.
14. (a) The Purchaser acknowledges that the new home industry is complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser upon which the Purchaser relies and which were essential to the Purchaser's decision to purchase this property, except as are set forth herein in writing.
- (b) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), 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 (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (c) In the event that this Agreement is terminated through no fault or default of the Purchaser, all deposits shall be returned to the Purchaser (without interest, unless this Agreement relates to a Common Element Condominium, in which case with interest, if any calculated at the rate prescribed by the *Condominium Act*). If this Agreement relates to a Common Element Condominium, the Purchaser acknowledges that the Vendor shall not be required to return any amount paid by the Purchaser to the Vendor as Occupancy Fees. The Purchaser further acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser acknowledges and agrees that this provision may be pleaded by the Vendor as a complete defence to any claim which may be made by the Purchaser against the Vendor.
15. If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the Power of Attorney appointing such person must be registered in the Land Titles Office where the property is registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that the said Power of Attorney has not been revoked and is still in full force and effect) shall be delivered to the Vendor along with such documents.
16. Any notice required to be given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, email, facsimile machine or by ordinary prepaid post to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein (or as the Vendor may be subsequently advised in writing) or to the address of the real property after the Closing Date, and to the Vendor at the Vendor's solicitors' address indicated on the front page of this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, email or facsimile machine and upon the third day following posting. Any notice required pursuant to the provisions of the Addendum shall be given as set out in the Addendum. The parties may rely upon executed copies of this Agreement and its acceptance or amendments thereto which are delivered by electronic facsimile transmission or electronic email to the same extent as if such transmission of the Agreement or amendments sent by electronic facsimile transmission or electronic email were originals. In the event that more than one party comprises the Purchaser herein, any notice or communication given to any one of such party shall be deemed for all purposes to be notice/communication given to all other parties comprising the Purchaser.
17. The Purchaser covenants and agrees to provide to the Vendor, forthwith upon request by the Vendor, all identity and other information required by the Vendor in order to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, S.C. 2000 as amended, as well as the Financial Transactions and Reports Analysis Centre of Canada. In addition, for the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Dwelling, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (d), (h), (i), (j) and (m) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (i) and (j) below, as well as the Purchaser's financial information and desired Dwelling design(s) and colour/finish selections, in

connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, or other companies that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) related to the development of this Project, or that are developing one or more other residential projects or communities that 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;
 - (b) 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 literature/brochures about new projects and/or related services to the Purchaser and/or members of the Purchaser's family;
 - (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family;
 - (d) any private lender(s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor for the development of the lands or the construction of the dwellings thereon;
 - (e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the 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;
 - (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;
 - (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Dwelling, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
 - (h) any relevant governmental authorities or agencies, including without limitation, Tarion, HCRA, the Land Titles Office (in which the Project is located), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to GST/HST);
 - (i) Canada Customs & Revenue Agency, to whose attention the appropriate interest income tax information return and/or the non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(l)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;
 - (j) the Vendor's solicitors, to facilitate the closing of this transaction (including escrow closing, if required), including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
 - (k) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits;
 - (l) any person, where the Purchaser further consents to such disclosure or disclosures required by-law;
 - (m) any real estate brokers and/or their representatives as permitted by the Vendor or their sales representatives for the purpose of assisting the Purchaser, if required, with the marketing and sale of their existing property.
18. The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to all security given in support of any loans arranged by the Vendor, and to any easement, service agreement and other similar agreements made by the Vendor concerning the lands. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents, both before and after Closing, as may be reasonably required by the Vendor, without cost or expense to the Vendor, from time to time to give effect to this undertaking.
19. In the event the Vendor's solicitors are holding any of the deposits in trust pursuant to this Agreement (the "Trust Deposits"), then the following shall apply:
- (a) The Purchaser acknowledges and agrees that any or all of the Trust Deposits may be placed by the Vendor's solicitors in an interest bearing trust account or term deposit with all interest earned to belong absolutely to the Vendor and such interest shall not be the subject of any adjustment between the parties;
 - (b) Prior to closing, the Vendor's solicitors are hereby irrevocably authorized and directed by the Purchaser to pay to the Vendor any or all of the Trust Deposits, as directed by the Vendor, provided that the Vendor first obtains a deposit insurance policy (the "Insurance Policy") covering such portion of the Trust Deposits as are being paid to the Vendor prior to the Closing Date, issued by Aviva Insurance Company of Canada (or any insurer or bonding company providing security for deposit monies) which Insurance Policy will be provided to the Vendor's solicitors, to stand as security in place of such Trust Deposits, and accordingly will provide security for the return of such portion of the Trust Deposits as is paid to the Vendor prior to closing, in the event that the Purchaser is entitled to a return of such deposits pursuant to the provisions of this Agreement. The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as their lawful attorney, pursuant to the provisions of the *Powers of Attorney Act, R.S.O. 1990*, as amended from time to time, in the Purchaser's name, place and stead, in order to execute all documents as may be required by any such insurer, to obtain the Insurance Policy and payment of such portion of the Trust Deposits to the Vendor, as required by the Vendor. In accordance with the provisions of the *Powers of Attorney Act, R.S.O. 1990*, as amended, 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. The Vendor confirms that all third party costs incurred for obtaining the Insurance Policy shall be at the sole cost and expense of the Vendor;

- (c) In the event the Purchaser defaults pursuant to the provisions of this Agreement and this Agreement is terminated as a result thereof in accordance with the provisions of paragraph 9 of Schedule "X" of this Agreement, the provisions of paragraph 9(b) of Schedule "X" shall prevail;
- (d) The Vendor's solicitors are authorized to pay to the Vendor, at any time and from time to time, any interest earned on the Trust Deposits which shall not form the basis of any trust obligation on the part of the Vendor's solicitors;
- (e) The Purchaser acknowledges that in the event the Vendor does not receive payment of the entire Trust Deposits prior to closing, the Vendor's solicitors are irrevocably authorized and directed to pay the Trust Deposits to the Vendor upon successful completion of the above transaction.
20. (a) The parties acknowledge and agree that the Purchase Price stipulated in the within Agreement is inclusive of any applicable Goods and Services Tax and the Harmonized Sales Tax ("GST/HST") levied pursuant to Part IX of the Excise Tax Act (Canada) (the "GST/HST Legislation") and that the actual consideration for the property, exclusive of any extras, requested changes or adjustments as herein provided, is the amount derived by subtracting the GST/HST payable with respect to the within transaction of purchase and sale (less all refunds, credits and rebates available to the Purchaser pursuant to the GST/HST Legislation and any regulations made thereunder) from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration in Box 4 of the Transfer/Deed of Land of the property that the Vendor delivers to the Purchaser on the Closing Date.
- (b) In consideration of the Purchase Price being inclusive of any applicable GST/HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor (or any other party as may be directed by the Vendor) any and all rights he may have on Closing or thereafter to any refunds, credits, rebates (the "Rebates") available with respect to the within transaction of purchase and sale pursuant to the GST/HST Legislation and any regulations made thereunder.
- (c) Subject to subparagraph (e) below, the Purchaser covenants, warrants and represents that the Purchaser is an individual whom is acquiring the property for use as their primary place of residence (or the primary place of residence of a "relation" as defined in the GST/HST Legislation) and that the Purchaser shall forthwith following the Closing Date personally occupy the property or cause one or more of their relations (as defined in the GST/HST Legislation) to occupy the property as his or their primary place of residence (as defined in the GST/HST Legislation) for such period of time as shall then be required in order to entitle the Purchaser to the Rebates. Ownership and title to the property shall be transferred to the Purchaser and not to any third party.
- (d) Subject to subparagraph (e) below, the Purchaser covenants and agrees to deliver to the Vendor, on the Closing Date any and all assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor (or any other party as may be directed by the Vendor) to apply for and receive the Rebates. The Vendor shall have the right to credit the Rebates to the Purchaser and/or Vendor, as applicable pursuant to the provisions hereof on the Closing Date, as determined by the Vendor in its sole discretion. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990, 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 Rebates paid and/or credited to the Vendor, or as the Vendor may direct, as well as making any minor changes, amendments, deletions or insertions to any documents previously executed by the Purchaser in connection with the Rebates. The Power of Attorney hereby granted is granted in accordance with the Powers of Attorney Act of Ontario and is irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.
- (e) In the event that the Purchaser shall, for any reason, fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for the said Rebates, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with the amount of the Rebates.
- (f) The Purchaser acknowledges that where a credit or credits against the Purchase Price are to be given to the Purchaser on Closing, any or all of such credit or credits, as determined by the Vendor in its sole discretion, shall be reflected as a reduction in the Purchase Price for the purposes of calculation of GST/HST, so as to minimize the amount of GST/HST payable.
- (g) Notwithstanding that the Purchase Price stipulated in the within Agreement is inclusive of any GST/HST payable, the Purchaser shall, at his own cost and expense, be responsible for payment of GST/HST on all adjustments and amounts payable for extras and any increase in the rate of GST/HST after the date hereof. Notwithstanding any amendment entered into or to be entered into between the Vendor and Purchaser capping or specifying adjustment amounts, any such amount shall be deemed to be plus applicable taxes, including GST/HST.
- (h) The parties acknowledge and agree that as part of and included in the Purchase Price stipulated in the within Agreement, the Vendor has paid as agent for and on behalf of the Purchaser, for certain taxes, levies, imposts, building permit fees and certain development charges including education development charges and park surcharges applicable to the property. The parties acknowledge and agree that these amounts may be shown separately in the statement of adjustments.
- (i) Notwithstanding anything contained in this Agreement to the contrary, the Vendor, in its sole and unfettered discretion, may require that the Purchaser apply directly for the Rebates after Closing and in such event the Purchaser shall pay to the Vendor on the Closing Date, the amount of the Rebates, in addition to the balance due on Closing and the Rebates shall not be assigned by the Purchaser to the Vendor on the Closing Date.
- (j) The Purchaser acknowledges that the purchase of any extras or upgrades from the Vendor may result in the reduction of the Rebates otherwise payable to the Vendor. In such event, the Purchaser shall pay to the Vendor the amount of such reduction as an adjustment on the Closing Date, as determined by the Vendor.

21. This Offer is irrevocable by Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time, if not accepted, this Offer shall be void and the deposit returned to the Purchaser, without interest. If the Vendor delivers a sign-back or counter-offer prior to acceptance of this Agreement, any such sign-back or counter-offer shall only be open for acceptance for a period of forty-eight (48) hours after delivery, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser, without interest. Sale to be completed on the Closing Date hereinbefore set out, on which date vacant possession of the premises is to be given to the Purchaser.

Purchaser's Initials	
Purchaser's Initials	
Purchaser's Initials	
Vendor's Initials	

FOR REVIEW ONLY

**Freehold Form
(Tentative Closing Date)**

Property Hometown Hillsdale
LOT: _____

**Statement of Critical Dates
Delayed Closing Warranty**

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

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

VENDOR Fernbrook Homes (Hillsdale) Construction Ltd
Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ___ day of _____, 20__.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the ___ day of _____, 20__.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the ___ day of _____, 20__.

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

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as: the ___ day of _____, 20__.

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the ___ day of _____, 20__.

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

Notice of a second delay in Closing must be given no later than: the ___ day of _____, 20__.

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

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on: the ___ day of _____, 20__.

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

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

Acknowledged this ___ day of _____, 20__.

VENDOR: _____

PURCHASER: _____

**Freehold Form
(Tentative Closing Date)**

**Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty**

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

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

The Vendor shall complete all blanks set out below.

VENDOR Fernbrook Homes(Hillsdale) Construction Ltd

Full Name(s)	<u>B61077</u>		
HCRA Licence Number	<u>416-667-0447</u>		
Phone	<u>2220 Highway#7, Unit#5</u>		
Fax	<u>Concord</u> <u>Ontario</u> <u>L4K1W7</u>		
	City	Province	Postal Code
	<u>customer@fernbrook-homes.com</u>		
	Email*		

PURCHASER

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

PROPERTY DESCRIPTION

Municipal Address	<u>Hillsdale</u>		
City	<u>Ontario</u>	Province	Postal Code
<u>Plan 51M-TBD; Township of Springwater</u>			
Short Legal Description			
Number of Homes in the Freehold Project <u>42</u> (if applicable – see Schedule A)			

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

If yes, the nature of the confirmation is as follows: Water Treatment and distribution network as well as Sewage Treatment and collection network to be sized with adequate water and sewage capacity to be constructed by developer as part of the overall development.
If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: _____

- (c) A building permit has been issued for the Property. Yes No
- (d) Commencement of Construction: has occurred; or is expected to occur by the 2 day of September, 2024.

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

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

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

Freehold Form (Tentative Closing Date)

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

**Freehold Form
(Tentative Closing Date)**

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

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

Freehold Form (Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

Freehold Form (Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

Freehold Form (Tentative Closing Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

**Freehold Form
(Tentative Closing Date)**

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

**Freehold Form
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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.

**Freehold Form
(Tentative Closing Date)**

**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.

Item	Amount	Schedule	Paragraph No.
1. Driveway Apron Paving Fee	\$NIL	Schedule "A" Schedule "C-A"	n/a 1
2. Damage Deposit (subject to adjustment)	\$5,000.00	Schedule "C-A" Schedule "X"	2 2(d)
3. Water Meter	\$500.00	Schedule "C-A" Schedule "X"	3 2(e)
4. Hydro Meter	\$1,250.00	Schedule "C-A" Schedule "X"	4 2(e)
5. Gas Meter	\$NIL	Schedule "C-A" Schedule "X"	5 2(e)
6. Boulevard Tree Planting and Landscaping	\$500.00	Schedule "C-A" Schedule "X"	6 2(e)
7. Air Conditioning (if Municipally required to be installed and not included in Purchase Price)	\$8,000.00	Schedule "C-A" Schedule "X"	7 2(e)
8. Law Society Transaction Levy	\$65.00	Schedule "C-A" Schedule "X"	8 2(f)
9. Foundation Survey	\$NIL	Schedule "CA" Schedule "X"	9 2(f)
10. Blue Boxes or other garbage recycling program	\$NIL	Schedule "C-A" Schedule "X"	10 2(f)
11. Rear Deck (if required to be installed)	\$20,000.00 (for 5000 series and 6000 series plans) \$30,000.00 (for all other plans)	Schedule "C-A" Schedule "X"	11 3(e)
12. Walkout Basement (if required to be installed)	\$45,000.00 (for 5000 series and 6000 series plans) \$55,000.00 (for all other plans)	Schedule "C-A" Schedule "X"	12 3(e)
13. Lookout Basement (if required to be installed)	\$25,000.00 (for 5000 series and 6000 series plans) \$35,000.00 (for all other plans)	Schedule "C-A" Schedule "X"	13 3(e)
14. Creation of maintenance easement	\$275.00	Schedule "C-A" Schedule "X"	14 4
15. Land Realty Taxes (if not separately assessed subject to readjustment)	\$500.00	Schedule "C-A" Schedule "X"	15 5
16. Electronic Registration Fee	\$372.50	Schedule "C-A" Schedule "X"	16 12(b)/12(f)
17. Canada Post Fee	\$200.00	Schedule "C-A" Schedule "X"	17 2(f)
18. Telecommunication Services	\$500.00	Schedule "C-A" Schedule "X"	18 2(e)
19. Restrictive Covenants	\$250.00	Schedule "C-A" Schedule "X"	19 4

**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.

Item	Amount	Schedule	Paragraph No.
1. GST/HST Rebate and HST on all adjustments and increase in rate of HST	In accordance applicable legislation	Schedule "X"	20
2. Purchaser's unauthorized work prior to closing	to be determined by the Vendor	Schedule "X"	1(b)
3. Fencing/Retaining Wall (if required to be installed)	to be determined by Municipal requirements	Schedule "X"	2(e)
4. Hot Water Heater, Tank and Programmable Thermostat, if not rental	to be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	2(e)
5. Tarion, HCRA or other agency enrolment, licensing or oversight fees	to be determined in accordance with applicable body or agency fee schedules	Schedule "X"	2(f)
6. Legal Fee for change or variance in title instructions	\$500.00 per occurrence	Schedule "X"	2(g)
7. Administrative Fee for each requested amendment to the final closing documentation to add or subtract a related party	\$500.00 per occurrence	Schedule "X"	2(g)
8. Legal Fee for each requested amendment to the final closing documents to add or subtract a related party	\$500.00per occurrence	Schedule "X"	2(g)
9. Amendments to the Purchase Price for upgrades and/or extras selected by the Purchaser(s)	to be determined at point of purchase	Schedule "X"	2(i)
10. Breach of Covenant not to sell etc.	\$5,000.00/occurrence plus legal fees	Schedule "X"	2(j)
11. Increased building costs due to architectural control	To be determined in accordance with Vendor's Statutory Declaration (to a maximum of \$20,000.00)	Schedule "X"	3(d)
12. Retail Sales Tax	to be determined and/or estimated by Vendor	Schedule "X"	2(r)
13. Increase in or new Development Levies	to be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	3(f)
14. Increase in or additional construction costs or expenses	To be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	3(g)
15. Release of registered Municipal Restrictions (if applicable)	to be determined by Municipality	Schedule "X"	4
16. Land Realty Taxes (actual or estimated)	to be apportioned and allowed to Closing Date.	Schedule "X"	5
17. Utilities including fuel, water rates and hydro	to be apportioned and allowed to Closing Date	Schedule "X"	5
18. Utility and/or Tax Account Set Up Fee	to be determined in accordance with Utility/Municipal requirements	Schedule "X"	5
19. Wired/Direct Deposited /NSF/ Dishonoured Cheque Fee	\$250.00 per occurrence	Schedule "X"	8
20. Delayed Closing occasioned by Purchaser(s)' Default	\$150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum pro-rated for the period of time that the Closing was delayed	Schedule "X"	9(f)
21. Legal Fees and disbursements and Vendor's administrative fees arising from Purchaser's failure or delay in complying with the terms of the Agreement of Purchase and Sale or amending or the closing documents	By occurrence, at the Vendor's sole discretion	Schedule "X"	8