

SITE: **WEST BRANT HEIGHTS
REAR LANE TOWNHOMES**

PROPERTY: Unit No.: _____, Block No.: _____ Plan 2M-1978
City of Brantford (hereinafter the "City/Town"), Municipality of
Brantford (hereinafter the "Region")
on the _____
side of _____
(hereinafter the "Property").

MODEL: _____
ELEV. _____ BDRM. _____

CLOSING DATE: The Firm Closing Date set out in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (both of which are attached hereto and are hereinafter collectively defined as the "Addendum") or, if applicable, the Delayed Closing Date set by the Vendor in accordance with the Addendum (hereinafter the "Closing Date")

AGREEMENT OF PURCHASE AND SALE

The undersigned.....
(hereinafter called the "Purchaser") hereby agrees to and with **SHELLBRANT DEVELOPMENTS LIMITED** (hereinafter called the "Vendor") to purchase in accordance with the terms herein provided the Property on which is or is to be constructed a dwelling house in accordance with floor plans and drawings previously examined by the Purchaser (hereinafter called the "Dwelling").

The Purchase Price is:

..... \$
of lawful money of Canada payable to the Vendor by certified cheque drawn on a Canadian Bank or Trust Company approved by the Vendor, or by bank draft as follows:

- (a) the sum of _____ Dollars
submitted with this Offer;
- (b) the sum of _____ Dollars
submitted with this Offer and postdated 30 days following the date of this Offer;
- (c) the sum of _____ Dollars
submitted with this Offer and postdated 90 days following the date of this Offer;
- (d) the sum of _____ Dollars
submitted with this Offer and postdated 120 days following the date of this Offer; and
- (e) the balance of the Purchase Price subject to adjustments on the Closing Date.

The transaction of purchase and sale contemplated herein shall be completed on the Closing Date.

The parties agree that the Addendum, Warranty Information Sheet and Schedules "A", "B", "BLK", "C", "E", "FT", "MP", "PP", _____ shall form part of this Agreement of Purchase and Sale.

The Purchaser acknowledges that he has read all paragraphs contained herein, the Addendum, Warranty Information Sheet and all schedules to this Agreement.

This Offer shall be irrevocable by the parties until one minute before midnight on the day of....., 20__, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest.

IN WITNESS WHEREOF I/WE have hereunto set our hands and seals at Brantford, this day of, 20__

SIGNED, SEALED AND DELIVERED
in the presence of

.....
Purchaser

.....
Purchaser

.....
Purchaser's Solicitor(s)

.....
Telephone

.....
Email

.....
Facsimile

The Vendor hereby accepts the above Offer and agrees to and with the Purchaser to duly carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit.

ACCEPTED at Toronto, this day of, 20__

Vendor's Solicitors:
Feintuch & Feintuch Professional Corporation
Barristers and Solicitors,
5255 Yonge Street,
Suite 1300
Toronto, Ontario, M2N 6P4
Attention: David Feintuch
Tel: (647) 496-7889 Fax: (647) 792-0424

SHELLBRANT DEVELOPMENTS LIMITED

Per:

.....
Authorized Signing Officer

**Freehold Form
(Tentative Closing Date)**

Property _____

**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 SHELLBRANT DEVELOPMENTS LIMITED
Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

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

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

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

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

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

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: 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 Shellbrant Developments Limited
 Full Name(s) _____
48619 3625 Dufferin Street, Suite 200
 HCRA Licence Number Address _____
(416) 635-7575 Toronto Ontario M3K 1Z2
 Phone City Province Postal Code
(416) 630-3095 Not Available
 Fax Email* _____

PURCHASER
 Full Name(s) _____
 Address City Province Postal Code
 Phone _____
N/A
 Fax Email* _____

PROPERTY DESCRIPTION

Municipal Address _____
Brantford Ontario N/A
 City Province Postal Code
 Short Legal Description _____

Number of Homes in the Freehold Project N/A (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

If yes, the nature of the confirmation is as follows: Email from the Engineering Services Department/Public Works Commission of the Corporation of the City of Brantford dated September 24, 2020

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: N/A

- (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 ___ day of _____, 20__.

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:

See Appendix to Addendum attached hereto with respect to conditions permitted in paragraph 1(b) of Schedule "A" to the herein Addendum.

The Approving Authority (as that term is defined in Schedule A) is: See said Appendix

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

N/A

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

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

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

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

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

Freehold Form (Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

Freehold Form (Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

Freehold Form (Tentative Closing Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

**Freehold Form
(Tentative Closing Date)**

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

**Freehold Form
(Tentative Closing Date)**

SCHEDULE A

Types of Permitted Early Termination Conditions

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

(a) upon receipt of Approval from an Approving Authority for:

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

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

(b) upon:

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

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

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

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.

CHARGE/FEE	AMOUNT OR DESCRIPTION (APPLICABLE TAXES IN ADDITION TO ALL FEES SET OUT BELOW)	SCHEDULE REFERENCE, IF APPLICABLE	REFERENCE NUMBER, IF APPLICABLE
HCRA Regulatory Oversight Fee	\$145.00	Schedule "A"	Paragraph 4(b)
Vendor's Tarion Administrative costs	\$150.00	Schedule "A"	Paragraph 4(b)
Grading Fee	\$750.00	Schedule "A"	Paragraph 4(n)
Discharge of mortgages costs	\$150.00	Schedule "A"	Paragraph 4(q)
Preparation of foundation or building location survey of the Property	\$600.00	Schedule "A"	Paragraph 4 (t)
Electronic Registration	\$200.00	Schedule "A"	Paragraph 20(b)(i)

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.

CHARGE/FEE	AMOUNT OR DESCRIPTION (APPLICABLE TAXES IN ADDITION TO ALL FEES SET OUT BELOW)	SCHEDULE REFERENCE, IF APPLICABLE	REFERENCE NUMBER, IF APPLICABLE
Hydro/Sewer/Water connection/meter fee	Not to exceed \$1,500.00	Schedule "A"	Paragraph 4(a)
Tarion Enrolment Fee	As legislated	Schedule "A"	Paragraph 4(b)
Recycling containers	Not to exceed \$55.00	Schedule "A"	Paragraph 4(c)
Tree planting costs, prorated on a per lot basis	Not to exceed \$500.00	Schedule "A"	Paragraph 4(d)
Real Estate Land Taxes (i) Estimated or actual (ii) Holdback for one year after closing	(i) To be apportioned and allowed to Closing Date (ii) To be determined by Vendor on or before Closing Date	Schedule "A"	Paragraph 4(e)
(i) Any utility administrative fee or charge (ii) Any governmental authority administrative fee, tax, or charge including for obtaining Consents to Transfers	(i) As confirmed by Vendor (ii) As confirmed by Vendor	Schedule "A"	Paragraph 4(f)
Any deposit required by Utility suppliers	To be determined	Schedule "A"	Paragraph 4(g)
L.P.I.C. - Real Estate levy surcharge	Not to exceed \$65.00	Schedule "A"	Paragraph 4(h)
Service charge for each and every cheque payable by the Purchaser that is not honoured by the financial institution upon which it is drawn	\$350.00 per occurrence	Schedule "A"	Paragraph 4(i)
Administrative fee per occurrence for replacing one or more cheques payable by the Purchaser (other than as a result of a cheque not being honoured by the financial institution upon which it is drawn)	\$300.00	Schedule "A"	Paragraph 4(j)
Administrative fee per confirmation letter provided to the Purchaser from the Vendor with respect to deposits	\$300.00	Schedule "A"	Paragraph 4(k)
Canada Mail Box and Property address set-up charge/fee	Not to exceed \$200.00	Schedule "A"	Paragraph 4(l)
Unauthorized work remediation and delay fees	To be determined by Vendor	Schedule "A" Schedule "B"	Paragraph 4(m) Last paragraph on reverse side
Air conditioning unit charge pursuant to any governmental requirements	To be determined by Vendor	Schedule "A"	Paragraph 4 (o)
Interest for Vendor Take Back Mortgage(s), if any, as determined by Vendor in its sole discretion	To be determined by Vendor	Schedule "A"	Paragraph 4(p)
Extras/Upgrades to be adjusted at closing	Priced by selection	Schedule "A"	Paragraph 4(r)
(i) Amendment to Agreement of Purchase and Sale for upgrades and/or extras (ii) Any other amendment to Agreement of Purchase and Sale	(i) \$350.00 per amendment (ii) To be determined by Vendor	Schedule "A"	Paragraph 4 (s)
Hot water tank and heater, if not rental	As confirmed by Vendor	Schedule "A"	Last paragraph of paragraph 4
Legal Fee for delay/change in Purchaser information for Closing Date	\$350.00 per occurrence	Schedule "A"	Paragraph 5 (a)
Assignment fee	To be determined by Vendor	Schedule "A"	Paragraph 5(b)
Increases in, or new Future Charges	As confirmed by Vendor	Schedule "A"	Paragraph 9
H.S.T. Rebates (including reimbursement to Vendor for eliminations or deductions of any rebates) and H.S.T. on all adjustments	As confirmed by Vendor and/or pursuant to H.S.T. legislation, as the case may be	Schedule "A"	Paragraph 21(b), (c), (d) and (f)
Administrative fee for any changes or deletions to extras	\$350.00 per occurrence	Schedule "H" Customer Request for Extras	Paragraph 5
Walkout Basement	\$18,000.00 for a Townhome	Schedule "B"	Page 2, paragraph 6
Lookout Basement	\$15,000.00 for a Townhome	Schedule "B"	Page 2, paragraph 7
Additional deposits, legal and administrative fees arising from extensions, re-instatement or other alterations of the Agreement, requested by Purchaser	By occurrence, at the Vendor's sole discretion		

**APPENDIX TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE
EARLY TERMINATION CONDITIONS**

The Early Termination Conditions referred to in paragraph 6(d) of the Tarion Addendum are as follows:

SECTION A:

CONDITIONS PERMITTED IN PARAGRAPH 1 (a) OF SCHEDULE "A" TO THE TARION ADDENDUM

NIL

SECTION B:

CONDITION PERMITTED IN PARAGRAPH 1 (b)(iv) OF SCHEDULE "A" TO THE TARION ADDENDUM

1. **Description of Early Termination Condition:**

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, that the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. The Vendor shall have thirty (30) days following the later of: (A) the date of acceptance of this Agreement by the Vendor; and (B) the satisfaction or waiver by the Purchaser of the Purchaser's financing condition permitted under paragraph 6(1) of the Addendum, if applicable, to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement.

NOTE: The Purchaser acknowledges that the commencement of construction of the dwelling on the Property shall not be construed as a waiver or satisfaction of this condition. The Purchaser acknowledges that this condition is for the sole benefit of the Vendor and may be waived by the Vendor at any time or times, in whole or in part.

Warranty Information for New Freehold Homes



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

Purchaser's Initials _____

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.

Find more warranty information at Tarion.com

Purchaser's Initials _____

SCHEDULE "A"

1. The Vendor agrees that it will complete the construction of the Dwelling according to the final plans prepared by the Vendor's Architect provided that the Vendor shall, without the Purchaser's consent:
 - (a) be entitled to modify the plans, so long as there are no substantial changes in the floor plan, such determination to be made by the Vendor's Architect;
 - (b) Vendor shall be entitled to modify the side and rear elevations of the Dwelling for example to include windows, gables or articulations and to modify the front elevation of the Dwelling, for example to change light locations, add chambers above garage doors all in the discretion of the Vendor's Architect, to meet the architectural control guidelines (or equivalent) of the community in which the Dwelling is located;
 - (c) have the right to substitute other materials for that provided for in the plans provided that the substituted materials are, in the judgement of the Vendor's Architect, of equal or better quality;
 - (d) have the right to substitute different coloured materials and shades except for those items that the Purchaser is specifically given the right to choose the colours, in which event, the Vendor may only change the colour shade and not the actual colour; and
 - (e) have the right to make the selections which the Purchaser would otherwise have the right to make hereunder in the event that the Purchaser does not make such selections within seven (7) days of being requested to do so by the Vendor in writing.
2. Included in the Purchase Price are those features set out in Schedule "B" attached hereto.
3. If, prior to the transfer of title, any default of the Purchaser whatsoever occurs hereunder, including default in payment of any deposit, or additional deposit monies, the Vendor shall have the right to declare this Agreement terminated without further notice, and in addition, all deposit monies paid hereunder shall be forfeited to the Vendor as liquidated damages, without prejudice to any other remedies that the Vendor may have under this Agreement or in law or in equity in connection with the default by the Purchaser.
4. The Purchase Price shall be adjusted as of the Closing Date by the Vendor's usual adjustments and among others, the following charges shall be payable by the Purchaser to the Vendor unless the City/Town does not permit charging the Purchaser for same:
 - (a) any charges or costs incurred for the connection of sewer, hydro and water services or the installation of a water meter and hydro meter;
 - (b) the Regulatory Oversight Fee required by Home Construction Regulatory Authority ("HCRA") under the New Home Licencing Act, 2017, the enrolment fee required by Tarion Warranty Corporation (formerly the Ontario New Home Warranty Program) ("Tarion") and further agrees to pay to the Vendor on closing \$150.00 plus H.S.T. for the Vendor's administrative costs in sending all written notices required by Tarion to be sent from the Vendor to the Purchaser pursuant to the Addendum;
 - (c) any charge or cost incurred for supplying recycling containers and/or blue boxes to the Purchaser;
 - (d) tree planting costs for the entire subdivision, prorated on a per lot basis;
 - (e) an amount to be estimated by the Vendor to be held on account of realty taxes for the twelve month period commencing on the first of the month next following completion of the sale. The adjustment will be made by the Vendor within one hundred and twenty (120) days following receipt of the final assessment for realty taxes applicable to the Real Property;
 - (f) any tax and/or utility administration fees or charges as well as any other administration fees or charges charged by any governmental authority including for obtaining Consents to Transfers. In this regard, the Purchaser agrees to execute any documents required in order to obtain any Consent to Transfer;
 - (g) the Purchaser shall pay the deposit required by any utility supplier and/or utility billing services company or reimburse the Vendor for same if paid by the Vendor;
 - (h) a \$65.00 L.P.I.C. levy surcharge;
 - (i) a \$350.00 service charge for each and every cheque payable by the Purchaser pursuant to this Agreement that is not honoured by the financial institution upon which it is drawn;
 - (j) a \$300.00 administration fee per occurrence when one or more of the Purchaser's cheques are replaced (other than as a result of a cheque not being honoured by the financial institution upon which it is drawn);
 - (k) \$300.00 per confirmation letter provided with respect to the amounts held by the Vendor on account of deposits hereunder;
 - (l) any charge, cost or fee payable by the Vendor in connection with the set up of a Canada Mail Box and address for the Property;
 - (m) an amount to be determined by the Vendor for remediation of any unauthorized work performed by the Purchaser on or before the Closing Date including any delay incurred by the Vendor in performing its obligations under this Agreement;
 - (n) The Purchaser agrees to pay on closing \$750.00 for grading the Property in accordance with the requirements of the City/Town;
 - (o) for any dwelling required to have an air conditioning unit pursuant to any governmental requirements hereto;
 - (p) if the Purchaser is obtaining a mortgage in accordance with the Mortgage Schedule of this Agreement, the following additional charges shall be payable by the Purchaser:
 - (i) an amount, where applicable, for interest at the rate charged to the Vendor by the Mortgagee from the Closing Date to the interest adjustment date on the full face amount of the Mortgage or any amended interest adjustment date, notwithstanding the amount of principal actually advanced; and
 - (ii) an amount, where applicable, for interest at the rate charged to the Vendor by the Mortgagee or portion of the principal amount of the Mortgage which has not been advanced to the Vendor by the interest adjustment date or amended interest adjustment date from such interest adjustment date until the unadvanced portion is received by the Vendor;
 - (q) \$150.00 towards the cost of obtaining discharges of mortgages (full or partial) not intended to be assumed by the Purchaser;
 - (r) any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;
 - (s) \$350.00 on account of Vendor preparing an amendment to this Agreement for upgrades and/or extras and an amount to be determined by the Vendor for any other amendments to this Agreement following the date of acceptance hereof; and
 - (t) \$600.00 on account of preparation of foundation or building location survey of the Property.

The Purchaser shall take all necessary steps to assume on the Closing Date any charges for water, hydro, fuel or other services and if necessary, to execute any easement to be granted for the installation and/or maintenance of any municipal, private or other services. The Purchaser acknowledges that the hot water heater and tank may be on a rental basis, in which case the Purchaser agrees to execute a rental contract for the said hot water heater and tank if requested by the Vendor. If the hot water heater and tank are not on a rental basis the Purchaser shall pay or reimburse the Vendor on the Closing Date for the cost of said hot water heater and tank.

5. (a) The Purchaser covenants and agrees not to register any document against title to the Property including a notice of this Agreement or a caution. In this regard, the Purchaser hereby authorizes and appoints the Vendor or its agents authorized by it in this regard as the Purchaser's authorized representative and attorney for the purposes of removing such registrations against title to the Property. This Agreement is personal to the Purchaser and is non assignable by the Purchaser. The Purchaser hereby agrees not later than sixty (60) days prior to the Closing Date to submit to the Vendor's solicitor written confirmation as to how the Purchaser intends to take title to the Property, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. In this regard, the Purchaser agrees to pay the Vendor's solicitors' legal fees in the amount of \$350.00 plus H.S.T. for any such change, if applicable. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Closing Date engrossed in the name of the Purchaser as shown on the face of this Agreement.

(b) The Purchaser represents to the Vendor and upon which representation the Vendor has relied in accepting the Purchaser's offer that he is purchasing the Property for his own personal use and not for short term speculative purposes. Prior to the Closing Date, the Purchaser covenants and agrees not to post any signs for sale or list the Property for sale, or advise others that the Property is or may be available for sale, offer for sale or sell, the Property or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, either directly or indirectly (including by way of direction as to title), to any person without the prior written consent of the Vendor, which consent may be arbitrarily withheld or delayed. Any offering for sale, sale, assignment or attempted assignment of this Agreement shall constitute a fundamental breach of contract (hereinafter in this Agreement referred to as a "FBOC") which shall at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as a penalty and the Purchaser shall have no further right to or interest in the Property.

6. The Purchaser covenants and agrees to accept title to the Property subject to any subdivision agreement or agreements and subject to any servicing or financial agreements or other instruments including covenants, restrictions, easements and rights-of-way which among other things contain provisions relating to the use, management, development, installation of services and/or utilities or relating to construction, improvement, or development of the Property and/or adjoining lands or otherwise as may be required. If any of the foregoing easements, restrictions or rights are required to be created after the Closing Date, the Purchaser hereby irrevocably authorizes and directs the Vendor's solicitors who shall not be required to obtain a separate form of authorization and direction and in this regard to electronically sign and register against the Property on the Purchaser's behalf any By-Laws exempting the Property from part lot control for the purposes of granting maintenance easements, if required, and authorizes the said solicitors who shall not be required to obtain a separate form of authorization and direction in this regard to electronically sign and register on the Purchaser's behalf, the Transfer conveying any maintenance easements either in favour of the Purchaser or in favour of any adjoining lot owner and if necessary, the Purchaser will provide any other document required to give effect to any conveyance of maintenance easements that may be required after the Closing Date. At the request of the Vendor, the Purchaser shall execute any documents required to implement same. The Purchaser further covenants and agrees to accept title to the Property subject to the restrictions set out in Schedule "C" attached hereto and further agrees to include the said restrictions in any agreement of Purchase and Sale the Purchaser may enter into as vendor relating to the Property. The Purchaser further covenants and agrees to accept title subject to one or more blanket mortgages registered against the Property, and the Vendor's only obligation on the Closing Date in regard thereto shall be to deliver to the Purchaser either (a) an acknowledgement by any mortgagee or mortgagees that a partial discharge for the Property will be available either (i) without payment; or (ii) upon payment of a fixed amount or (b) the Vendor's written undertaking to obtain and register partial discharges of the said blanket mortgages within a reasonable time after closing and to advise the Purchaser or Purchaser's solicitor of registration particulars thereafter. The Purchaser shall not on closing require releases of the Property with respect to any municipal or private agreements. The Vendor may have agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event the Vendor fails to acquire title for any reason whatsoever, this Agreement shall be considered as frustrated in accordance with paragraph 10(e) of the Addendum and all deposit monies paid hereunder shall be repaid to the Purchaser with interest, and all parties hereto shall be relieved of any liability or obligation hereunder. Provided that title is good and free from all encumbrances except as aforesaid and to any private or public easement or right-of-way granted or to be granted including for installation and maintenance of telephone, hydro, gas, sewers, water, TV cable facilities or other suppliers of such services and to any easement or right-of-way in favour of adjoining landowners for the purpose of maintaining and keeping in repair the property of such adjoining landowner and to permit the encroachment of any roof over-hangs from any such adjoining landowner and Purchaser acknowledges that the garage on the Property may be attached to the garage on the adjoining property by a party wall, and that title may be subject to a party wall agreement with respect thereto. In this regard the Purchaser agrees to execute and deliver on or before Closing an undertaking providing for, among other things, those matters contemplated in this paragraph. The Purchaser shall examine title at his own expense and he shall not call for the production of any title deed, abstract or other evidence to title except as are in the possession of the Vendor and relate to the Property only. The Purchaser shall be allowed until sixty (60) days prior to the Closing Date to examine the title at the Purchaser's expense and, if within that time the Purchaser shall furnish the Vendor in writing with any valid objections to title which the Vendor shall be unable to or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be void, except for any obligations of the Purchaser for damages, and subject to such obligations, the deposit and any other monies paid by the Purchaser to the Vendor shall be returned with interest (subject to the Vendor's right to set off) and the Vendor shall not be liable for any costs or damages whatsoever. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title to the Property.

7. The Purchaser acknowledges that for purposes of completing the within transaction, 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 in such case, provided the City/Town has approved the Dwelling for occupancy and the Vendor has provided the evidence required by Tarion, to close the transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete the Dwelling. If for any reason except for the wilful neglect of the Vendor the Dwelling is not completed, utility services are not operative, the Planning Act has not been complied with, or the Dwelling has not been approved for occupancy by the City/Town on or before the Closing Date, the Purchaser agrees to grant and hereby grants such extension or extensions of time for completion of the foregoing as may be required by the Vendor and, subject to the provisions of the Addendum, the Closing Date shall be extended accordingly. Subject to the foregoing, if the Dwelling is not completed on or before the original or the extended closing date, or the said Dwelling type cannot be sited or built in accordance with the requirements of any governmental authority, this Agreement shall be considered as frustrated in accordance with clause 10(e) of the Addendum and all deposit monies shall be repaid to the Purchaser with interest and all parties hereto shall be relieved of any liability or obligation hereunder. The Purchaser acknowledges that construction of the Dwelling is subject to the Vendor's overall construction schedule within the subdivision and that an extension of the Closing Date due to commencement of any phase of construction of the Dwelling at a date other than the earliest possible date shall not constitute or be deemed wilful neglect. The Vendor may, at its option, delay the Closing Date for one (1) business day if the Purchaser is not ready to close without payment of delayed closing compensation.

8. It is understood that this Agreement is subject to compliance in all respects with the subdivision control provisions of the Planning Act (Ontario). The Purchaser acknowledges that the lot dimensions illustrated on the proposed plan of subdivision (if not registered) are approximate and may be varied in accordance with the requirements of the Vendor, the City/Town or the Region. The Purchaser further acknowledges that the Vendor and/or the developer is to comply with all obligations imposed on it by any and all governmental authorities including by way of legislation, regulations, agreements, by-laws, ordinances, directives, and/or notices notwithstanding any other contrary provisions which may be contained herein.

9. At its option, the Vendor may direct the developer (subdivider) to deliver a transfer directly to the Purchaser, in which case the Purchaser agrees to accept such transfer directly from the developer (subdivider). The Vendor, the developer (subdivider), the City/Town or Region, shall have the right to enter the lands herein after closing for the purposes of carrying out the provisions of any subdivision agreements relating to the development of the Property, or for the purpose of the Vendor completing building construction on the Property and other lands within the subject subdivision, or any remedial work required or deemed advisable, and the transfer may contain a clause permitting such entry for such period of time following closing as the Vendor, the developer (subdivider), the City/Town or the Region require. The Vendor shall have the right after closing to affix and maintain signs on the Property or any part thereof. The Purchaser undertakes to deliver on closing a covenant that he will not remove top soil or subsoil or do anything which may alter the grading or obstruct the drainage of the lot or surrounding lots in any way; should the Purchaser breach the within undertaking or covenant the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove such obstructions at the Purchaser's expense to be paid forthwith upon demand. The transfer to the Purchaser may contain such a covenant. It is expressly understood and agreed by the parties hereto that in the event that any tax (whether categorized as a business transfer tax, a modified retail sales tax, a value added tax, or any tax whatsoever), levy, development charge, including educational development charges and charges pursuant to a section 37 agreement, or other charge is levied, charged, comes into effect or is otherwise imposed or is increased directly or indirectly through indexing following the date of the Purchaser's execution

of this Agreement (the "Future Charges") on or with respect to the Dwelling, the Property, the conveyance of the Property from the Vendor to the Purchaser, or in connection with the purchase and sale transaction contemplated hereunder, by any governmental authority whatsoever, then the Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for such Future Charges whether or not the legislation imposing same places the primary responsibility for payment thereof on the Vendor, and the Vendor shall be allowed to charge the Purchaser with the estimated amount of any such Future Charges in the Statement of Adjustments on the Closing Date, notwithstanding that same may not have been formally or finally levied and/or payable by the Closing Date, and such Future Charges adjustment shall be subject to readjustment, if necessary, when the actual final assessment, levy or charge is available or determinable.

10. The Purchaser or his agent shall not enter upon, examine or inspect the Property at any time prior to the Closing Date unless accompanied by a representative of the Vendor. The Purchaser hereby indemnifies and saves the Vendor, its servants and agents harmless from all actions, causes of action, claims and demands for or by reason of any damage, loss or injury to any person or property of the Purchaser or any of his friends, relatives, workmen or agents who have entered upon the Property or any part of the subdivision of which the Property forms a part whether with or without the authorization expressed or implied of the Vendor.

11. (a) The Vendor represents and warrants to the Purchaser that the Vendor is in good standing with TARION. The Vendor covenants that on the closing of this transaction a written warranty in the TARION standard form will be requested by the Vendor from TARION and that a warranty certificate will be mailed directly to the Purchaser by TARION. The Purchaser agrees to accept such warranty in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the Property other than as expressed herein and more specifically, the Purchaser absolves the Vendor from any representations made by any and all sales representatives unless the same have been reduced to writing herein. This Agreement represents and expresses the entire Agreement between the parties hereto.

(b) The parties agree that the Purchaser (or the Purchaser's designate) will meet at the Dwelling on or before the Closing Date to conduct the pre-delivery inspection (the "PDI"). In this regard in the event that the Vendor notifies the Purchaser of a date and time for the PDI then Purchaser shall attend the PDI on the date and time scheduled by the Vendor, however, if the Vendor does not notify the Purchaser of the PDI then the Purchaser agrees that approximately five (5) days prior to the Closing Date, the Purchaser will contact the Vendor to arrange to inspect the Property with the Vendor's representative. During such inspection all uncompleted and defective work, if any, shall be listed in writing on the Certificate of Completion and Possession form (the "CCP") and the Pre-Delivery Inspection form (the "PDI Form") provided for by TARION and which forms shall be signed by the Purchaser and the Vendor's representative. Save as so listed the Purchaser shall be conclusively deemed to have accepted the Property as complete in accordance with this Agreement. The Vendor shall complete all matters set out in the CCP and the PDI Form as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by TARION warranty issued to the Purchaser as soon as reasonably practicable after the same has been called to the Vendor's attention by notice in writing, and subject to availability of materials, will endeavour to match colours as closely as possible.

(c) The completion of the PDI and the completion and signing of the CCP and PDI Form as aforesaid are conditions of the Vendor's obligation to give occupancy of the Property and complete this transaction.

(d) The Purchaser acknowledges having been advised that a Homeowner Information Package ("HIP") developed by TARION is available from TARION and that the Vendor will deliver one to the Purchaser at or before the PDI. The Purchaser or the Purchaser's designate, agrees to execute and provide to the Vendor the prescribed Confirmation of Receipt of the HIP (the "Receipt") forthwith upon receipt of the HIP.

(e) Notwithstanding anything else herein contained, the Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor the Appointment of Designate for PDI in the form prescribed by TARION, prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser personally.

(f) In the event the Purchaser or the Purchaser's designate, as the case may be, fails to arrange for a PDI within five (5) days prior to the Closing Date or fails to attend the PDI or fails to execute the CCP and PDI Form at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth herein and at law. Alternatively, the Vendor may, at its option, complete the CCP and PDI Form on behalf of the Purchaser or the Purchaser's designate, as the case may be, and the Purchaser and/or the Purchaser's designate, as the case may be, hereby irrevocably appoints the Vendor as the Purchaser's or the Purchaser's designate, as the case may be, attorney to complete the CCP and PDI Form on the Purchaser's or the Purchaser's designate's behalf, as the case may be, and, in which event, the Purchaser shall be bound as if the Purchaser or the Purchaser's designate, as the case may be, had executed the CCP and PDI Form.

(g) In the event the Purchaser and/or the Purchaser's designate fails to execute the Receipt forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth herein and at law. Alternatively, the Vendor may, at its option, execute the Receipt on behalf of the Purchaser or the Purchaser's designate, as the case may be, and the Purchaser and/or the Purchaser's designate, as the case may be, hereby irrevocably appoints the Vendor as the Purchaser's and/or the Purchaser's designate, as the case may be, attorney to execute the Receipt on the Purchaser's or the Purchaser's designate's behalf, as the case may be, and, in which event, the Purchaser and/or the Purchaser's designate, as the case may be, shall be deemed to have executed the Receipt.

(h) The registration of the transfer to the Purchaser shall constitute acceptance by the Purchaser of the Property and shall be deemed to be a complete release by the Purchaser, of the Vendor under this Agreement from any and all liability of any kind whatsoever under this Agreement save only for the completion after closing of the work, if any, listed as aforesaid on the CCP and PDI Form, or, if there is no list, as required to be done in accordance with this Agreement. If the Purchaser is more than one person, only one such Purchaser need sign and each Purchaser hereby irrevocably appoints the other Purchaser or Purchasers as agent for the purpose of signing the list aforesaid. There shall be no holdback for uncompleted work and the full balance of the Purchase Price will be paid to the Vendor on closing. The Purchaser hereby agrees to accept the Vendor's covenant to indemnify the Purchaser regarding any lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the Construction Lien Act, 1983 and will not claim any lien or holdback on the Closing Date.

(i) The Purchaser acknowledges that the Dwelling on the Property will be constructed substantially in accordance with plans filed with the Planning and Development Department of the City/Town and the Purchaser shall have no claim against the Vendor for any higher or better standards of workmanship or materials than are required by such plans and the Ontario Building Code. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser, his heirs, executors, successors and assigns against the Vendor. The Purchaser further agrees that the Vendor or its representative may enter upon the Property and obtain reasonable access to the Dwelling at any time after completion of the sale to complete or rectify any outstanding matters including the aforementioned items. The failure or refusal of the Purchaser to permit access to the Dwelling following reasonable notice by the Vendor shall relieve the Vendor of any obligation to complete or rectify any items of work outstanding.

12. (a) In the event that any exterior work remains incomplete on the Closing Date, the Purchaser agrees to complete the sale without holdback of any part of the Purchase Price. The Purchaser acknowledges that grading and sodding is normally done between June and October of any year as per the Vendor's scheduling program and further acknowledges and agrees that sodding and grading may be done by the Vendor either before or after the Closing Date. The Purchaser agrees that the Purchaser 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. The Purchaser further agrees that the Purchaser will not without the prior written consent of the Vendor, do any or all of the following; (i) construct any fences, patios or similar structures on the Property; (ii) install any foundation planting within six (6) feet of any external wall of the Dwelling; (iii) finish the whole or any part of the basement of the Dwelling for a period of twenty-four (24) months after the completion of the sale herein; and (iv) plant, construct or do any other activity on the Property that could interfere with the Vendor's or the Developer's grading, until such time as the final grading of the Property has been certified by the appropriate entity or authorities. A breach of the above items in addition to any other remedy it may have relieves the Vendor of any obligations to rectify any deficiency resulting in basement water leakage or seepage. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement. The Purchaser further hereby acknowledges the Vendor is not responsible for the repair or rectification of any exterior work resulting from usual settlement, including driveways, walkways, patio stones or sodded areas or for any damage to interior household improvements or deck caused by material shrinkage, twisting or warpage. Provided further, the Vendor shall not be liable for any secondary or consequential damages whatsoever which may result from any defect in materials, design or workmanship related to the Property and the Vendor's only obligation shall be to rectify the defect pursuant to the terms of this Agreement.

(b) The Purchaser acknowledges and agrees that all aspects of fencing including design, material and colour shall be as determined by the developer or builder in their sole discretion. Where any portion of any fence is within 1.0 metre of the Property line, such 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. If any portion of any 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 by the ratio of the area of the Unpermitted Encroachment to total area of the Property. The Purchaser acknowledges that the Property may not be flat due to the presence of swales for drainage, ravines or other geographic features within or adjacent to the Property. The Purchaser agrees to complete the herein transaction without abatement of the Purchase Price notwithstanding the existence on the Property of a tree preservation area or buffer block (possibly adjacent to an open space), any swales or other geographic features, retaining walls, infiltration trenches or fencing required pursuant to any engineering drawings or otherwise deemed to be required by the Vendor, its architect or engineer whether or not the Purchaser was notified of same prior to entering into this Agreement. All maintenance of swales, infiltration trenches, catchbasins and other geographic features, including fencing and/or retaining walls on the Property shall be the responsibility of the Purchaser after Closing. Notwithstanding the foregoing, any encroachment on the Property by a fence or retaining wall required by any governmental authority by way of subdivision agreement or otherwise, shall be deemed to be a Permitted Encroachment.

(c) If the Dwelling has been equipped with an electrical sump pump, the Purchaser acknowledges that maintenance of any 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. The Purchaser further agrees to include this provision in any subsequent agreement of purchase and sale for the Dwelling, if applicable.

(d) The Purchaser acknowledges that the model homes, if any, and displays in the sales office, if any, or any house viewed by the Purchaser which was built or is being built by the Vendor may include various extras which are not included in the Purchase Price of the Property unless specifically provided and may vary in dimensions from the Dwelling being purchased. Drawings viewed by the Purchaser or attached to this Agreement of Purchase and Sale, if applicable, are artist's conceptions only and the mutton bars on windows shown on such drawings, renderings or on model homes are for decorative purposes only any may not be a standard feature. The Dwelling as constructed may be in accordance with the illustrated floor plans, or the reverse thereof. The Purchaser also acknowledges that variation from the Vendor's samples may occur in finishing materials including, but not limited to, kitchen and vanity cabinets, floor and wall finishings due to normal production process, change of suppliers or otherwise.

(e) The Purchaser acknowledges that the lot dimensions illustrated on various plans, brochures or other marketing materials displayed in the sales office or elsewhere are approximate and it is suggested that the Purchaser refer to the actual dimensions of the subject lot as noted on the registered plan of subdivision or survey of the Property, or if the plan of subdivision is not yet registered, or the survey is not yet available on the proposed plan of subdivision, subject to paragraph 8 above, a copy of which is located in the sales office.

13. The Property shall be and remain at the risk of the Vendor until closing. The Purchaser shall be responsible from the Closing Date to arrange his own insurance coverage for the Property.

14. The provisions of this Agreement expressly intended to extend beyond the Closing Date or which require fulfilment by the Purchaser after closing will remain in full force and effect until such matters are completed, notwithstanding the delivery and the registration of transfer of title. This Agreement is to be read with all changes of gender or number required by the context.

15. The Transfer/Deed of Land to be tendered on the completion of the sale shall be prepared at the expense of the Vendor and may contain any or all of the provisions of this Agreement. Time shall be of the essence of the Agreement. The parties waive personal tender and agree the tender of any documents or money may be made upon either party hereto or his respective solicitor and money must be tendered by certified cheque drawn on any Canadian Bank or Trust Company approved by the Vendor or by bank draft. In the absence of any other mutually acceptable arrangement and, in particular, if the electronic registration system contemplated in paragraph 20 is not operative in the applicable Land Titles Office in which the Property is registered, tender shall be made by the Vendor upon attendance at the Registry Office in which title to the subject property is recorded at 3:00 o'clock p.m. on the Closing Date and for a period of one hour thereafter, the Vendor shall be ready, willing and able to close. Notwithstanding the foregoing, in the event that the Purchaser or his solicitor indicates or expresses to the Vendor or its solicitor on or before the Closing Date that the Purchaser is unable or unwilling to complete the sale, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his solicitor. Keys will be released to the Purchaser at the construction site or the sales office of the Vendor, as the Vendor in its absolute discretion determines, upon completion of this transaction, unless otherwise specifically agreed to in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that the keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pickup the keys by 5:00 o'clock p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next following business day.

16. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns. Where the Purchaser is a corporation or is an individual or corporation purchasing in trust for a corporation, individual or other entity, the execution of this Agreement by the individual or individuals signing for a corporation or other entity or by the individual named as the purchaser in trust will be deemed to also be a personal guarantee and indemnity of the individual or individuals so signing of all the Purchaser's obligations hereunder, it being understood that the Vendor need not first exhaust its recourse against the Purchaser prior to pursuing such personal guarantee and indemnity.

17. Subject to the Addendum requirement for notice, any other notice required to be given shall be deemed to have been given if faxed, emailed, mailed by prepaid ordinary mail or hand delivered to the Purchaser or Vendor at their respective addresses indicated on the Addendum with a copy to the Vendor's solicitor or such other address as the Vendor shall notify the Purchaser or the Purchaser's solicitor, and such notice shall be deemed to have been received on the second (2nd) business day following the date of posting or if hand delivered, emailed or faxed, on the date of delivery, email or of facsimile to the recipient if the same is a business day or on the next business day if the delivery date was not a business day. Notwithstanding the foregoing, any notice required to be given to the Purchaser may be given to its solicitor in his place, subject to the Addendum requirement for notice. The delivery by fax of a copy of a signed document shall be binding upon the party sending the same to the same extent as if the original was delivered. The Purchaser acknowledges and agrees that if there is more than one purchaser named on the front page of the Agreement to which this Schedule is attached, the Vendor may send Notices to be delivered hereunder to the said purchasers at any one of the addresses, fax numbers or email addresses listed for the purchasers in the Addendum which shall be deemed to be a proper notice to all of the purchasers hereunder.

18. This paragraph shall serve as notice from the Vendor to the Purchaser that the developer or builder or their related or associated corporation(s) may develop other lands in the vicinity of the Property, and that the Purchaser will not object to or oppose any applications for the development, zoning, rezoning or amendment to the Official Plan or Secondary Plan or any similar applications, and the Purchaser agrees on behalf of itself, its successors and assigns, to consent to any such development and zoning/rezoning application(s), and agrees that this paragraph may be pleaded as a bar to any objection thereto. The Purchaser covenants to include the provisions of this clause in any conveyance or disposition, other than a charge or mortgage of any part of the Property and upon request by the developer and/or the Vendor to assign the benefit of such covenant to the developer or builder or their related/associated corporation(s), as the case may be, as owner from time to time of the other lands. This clause may be included in the Transfer/Deed of Land to be delivered to the Purchaser on closing or may be registered by separate instrument.

19. It is acknowledged by the Purchaser that the developer (subdivider) may not be connected with the construction or sale of the Dwelling and the Purchaser waives and releases all claims and actions against the developer (subdivider) in connection therewith. In such circumstances, the Purchaser agrees to provide the developer (subdivider) with an acknowledgement and release in this regard in the form required by the Vendor's solicitors.

20. In the event that the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:

(a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction and to notify the Vendor's solicitor of the identity of his lawyer no later than the earlier of (i) sixty (60) days following the acceptance hereof; and (ii) thirty (30) days prior to the Closing Date (and without derogating from anything else

herein, the Purchaser's failure to do so shall be a breach of this Agreement) and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Document Registration Agreement"), establishing the procedures and timing for completing this transaction;

(b) The delivery and exchange of documents, monies and keys to the Property and the release thereof to the Vendor and the Purchaser, as the case may be:

- (i) in the event of electronic registration of documents, the Purchaser shall pay to the Vendor on the Closing Date the sum of \$200.00 plus H.S.T. to reimburse the Vendor for the cost incurred with respect to electronic registration;
- (ii) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
- (iii) shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement.

(c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.

(d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Property until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.

(e) Each of the parties hereto agrees that the delivery of any executed documents not intended for registration on title to the Property shall be delivered to the other party no later than the Closing Date unless alternate arrangements are agreed to between the solicitors.

(f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:

- (i) delivered photocopies of all closing documents, keys and/or photocopies of any funds to the Purchaser's solicitor, it being understood that the Vendor making the keys available prior to 5:00 o'clock p.m. at its site/sales office shall be deemed to be delivered to the Purchaser's solicitors for all purposes under this Agreement;
- (ii) advised the Purchaser's solicitor, either verbally or in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor.

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

The Purchaser further expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds to the Vendor's solicitor (or in such other manner as the latter may direct) by no later than 3:00 p.m. on the closing date. In addition to the foregoing, at the option of the Vendor's solicitor, the Purchaser shall deliver all closing funds through the Teranet Closure System and all costs and fees of delivering the closing funds in such manner shall be paid for by the Purchaser. In the event the Vendor's solicitor elects to have closing funds delivered by the Teranet Closure System, then the Purchaser's solicitor shall be a registered user of the Teranet Closure System.

21. (a) The Vendor and the Purchaser hereby acknowledge that, subject to the provisions of this paragraph 21 and notwithstanding any other provisions of this Agreement of Purchase and Sale, the Harmonized Sales Tax (the "H.S.T.") payable in connection with the purchase and sale transaction contemplated by this Agreement of Purchase and Sale is included in the purchase price set out on the first page of this Agreement of Purchase and Sale (the "Purchase Price").

(b) The Purchaser acknowledges that he is solely responsible for paying the H.S.T. for any additional goods and services not included in the Purchase Price including extras and fees (the "Additional Items").

(c) The Purchaser acknowledges that should the acquisition by the Purchaser of the Additional Items result in a reduction or elimination of any rebates available to the Purchaser in connection with his payment of H.S.T., the Purchaser shall pay to the Vendor an amount equal to the amount by which the aforesaid rebates was so reduced.

(d) Notwithstanding that the Purchase Price payable by the Purchaser includes H.S.T., the Purchaser hereby assigns, transfers and sets over unto the Vendor all of his rights, title and interest to any rebates including all Federal Sales Tax rebates and/or Goods and Services Tax rebates and/or Provincial Sales Tax rebates to which the Purchaser is entitled in connection with the payment of H.S.T. payable on the transfer to the Purchaser of ownership and/or possession of the Property and further authorizes and appoints the Vendor or its agents, the Purchaser's authorized representative and attorney for the purposes of applying for and collecting such tax rebates. The Purchaser agrees to execute, at no cost to the Vendor, any and all documents required to give effect to this paragraph, including, but not limited to any forms prescribed from time to time by any governmental authority.

(e) The Purchaser represents and warrants to the Vendor that he shall occupy the Property as his primary residence forthwith upon closing. In this regard the Purchaser shall deliver to the Vendor on closing a Statutory Declaration in the Vendor's form in which the Purchaser declares, among other things, that the Property is being purchased by the Purchaser for use as his primary place of residence and will be occupied as such forthwith upon closing.

(f) In the event that the Purchaser breaches the representations and warranties referred to in subparagraph 21(e), or otherwise, fails to carry out any of his obligations herein which breach or failure results in the Purchaser being ineligible to obtain the rebates referred to herein, then the Purchaser shall pay to the Vendor forthwith an amount equal to the amount which the Purchaser would have been eligible to obtain if not for such breach or failure to carry out his obligations.

(g) The Purchaser acknowledges that the Dwelling shall be deemed to be substantially complete when all interior work has been substantially completed or when the local municipality approves the Dwelling for occupancy, whichever is earlier.

(h) The Purchaser and Vendor agree that the covenants set forth in this paragraph 21 shall survive the closing of the herein transaction and the Purchaser specifically agrees to execute all further documents required by the Vendor after closing to give effect to this paragraph 21.

22. The Purchaser acknowledges that the sales person is acting solely on behalf of the Vendor.

SCHEDULE "B"

Purchase Price to Include:

A. EXTERIOR CONSTRUCTION DETAILS:

1. All exterior walls clad in siding, brick, stone, with other accent materials, as per Vendor's predetermined architectural colour schemes and as per plan.
2. Exterior paint colour as per Vendor's predetermined colour schemes.
3. Self-sealing roof shingles and/or metal roof (as per plan) from Vendor's predetermined colour schemes.
4. Maintenance-free aluminium and/or vinyl soffits, fascia, eavestroughs and downspouts.
5. Exterior front entry door(s) with grip set and deadbolt.
6. Exterior light fixture(s) on front elevation and at all exterior doors, including detached garage door(s), as per model type.
7. Professionally graded and sodded lot.
8. Precast slab walkways and steps as required, with precast slabs at rear garden/sliding door to detached garage, as per model type.
9. Continuous exterior wall insulation, basement wall insulation and R-60 attic insulation, to meet or exceed Ontario Building Code requirements.
10. Cold cellar and poured concrete porch, as per model type, and where grade permits.
11. Reinforced poured concrete garage floor.
12. Approximately 8'0" high poured concrete basement walls with damp proofing and foundation collector drains. Drainage layer provided on exterior of basement walls to enhance overall water resistance.
13. One (1) cold water hose bib provided at front and one (1) cold water hose bib at rear.

B. INTERIOR FINISHES:

1. Ceiling height approximately 9'0" on main floor and 8'0" on second floor, as per model type.
2. Natural finish oak main staircase (venerer risers and stringers) with oak handrails and spindles from Vendor's selected samples. Stairway railings to be mounted on oak nosings in platformed area(s), as per model type. Platform(s) and landing(s) to be completed with natural finish engineered oak flooring (approximately 3 1/4" wide) chosen from Vendor's selected samples, as per model type.
3. Paint grade stairs to unfinished basement, with painted handrail as required.
4. Choice of two panel style or flat slab style doors throughout finished areas, as per plan, chosen from Vendor's selected samples.
5. All interior doors on main floor to be 7'0" high and 6'8" high on second floor.
6. Choice of paint grade "Upgrade 1" or "Contemporary" trim on all doors and arches, chosen from Vendor's selected samples.
7. All interior walls to be finished with premium acrylic latex paint. Wood trim and doors painted white. Purchaser to have choice of one (1) wall colour throughout finished areas from Vendor's selected samples.
8. Smooth ceiling finish throughout main floor. Stippled ceilings with smooth borders on second floor excluding laundry areas and all bathrooms, as per model type.
9. All interior door hardware to be lever type in satin nickel colour finish with hinges to match, chosen from Vendor's selected samples.
10. Finished laundry area complete with floor tile chosen from Vendor's selected samples and recessed plumbing rough-ins. White laundry tub and standard faucet located in unfinished basement, as per model type.

C. KITCHEN SPECIFICATIONS:

1. "Upgrade Level-1" cabinetry with extended height upper cabinets and "Upgrade Level-1" granite countertops complete with undermount double bowl stainless steel sink with washerless single lever faucet, chosen from Vendor's selected samples, as per plan.
2. "Upgrade Level-1" tile backsplash, chosen from Vendor's selected samples, as per plan.
3. Exhaust hood fan over stove with 6" ducting to exterior.
4. Heavy duty plug receptacle provided for stove.
5. Designated dishwasher space with rough-in electrical-plumbing for future dishwasher.

D. BATHROOM FINISHES:

1. "Upgrade Level-1" cabinetry with laminate countertops chosen from Vendor's selected samples in all bathrooms and powder room, as per model type.
2. Wall mirrors in all bathrooms.
3. All bathroom plumbing fixtures to be white.
4. "Upgrade Level-1" wall tiles, chosen from Vendor's selected samples, installed in all bathroom tub enclosures up to ceiling, as per model type.
5. Ensuite showers fully framed with recessed shower light and "Upgrade Level-1" wall tiles, chosen from Vendor's selected samples, installed up to and including ceiling, as per model type.
6. Exhaust fan in all bathrooms.
7. Temperature and pressure control single lever faucet on all showers, complete with toe tester, as per model type.

E. FLOORING FEATURES:

1. Natural prefinished engineered oak flooring (approximately 3 1/4" wide) on main floor non-tiled areas, as per model type.
2. Plush 40 oz. broadloom with quality 12mm foam underpad installed wall to wall on second floor non-tiled areas, as per model type. One colour selection throughout chosen from Vendor's selected samples.
3. "Upgrade Level-1" floor tile in designated areas chosen from Vendor's selected samples, as per model type.
4. Engineered floor joist system with tongue and groove sub-flooring (landings and sunken areas excluded).
5. All sub-floors will be glued, nailed and screwed.

F. DOORS AND WINDOWS:

1. Predetermined colour coordinated vinyl casement and/or awning, or thermo-fixed glass windows with LOW-E glass throughout main and second floors, as per model type.
2. High quality white basement windows, with LOW-E glass.
3. Screens on all operational windows.
4. Insulated front entry door with high quality weatherstripping and predetermined colour coordinated prefinished vinyl door frame.
5. Pre-finished, steel, roll-up garage door with predetermined colour coordinated prefinished vinyl garage door frame.
6. Colour coordinated garden door with LOW-E glass provided, as per model type.

G. ELECTRICAL AND LIGHTING DETAILS:

1. "100 amp" electrical service with breaker panel and copper wiring throughout.
2. Quality light fixtures provided throughout finished areas, as per model type.
3. Electrical outlet(s) provided in garage. Waterproof exterior outlet near all exterior doors, garage excluded.
4. Heavy duty receptacle and wiring provided for clothes dryer.
5. Rough-in RG6, or equivalent, cable T.V. in family room, library and master bedroom, as per model type.
6. Door chime provided.
7. Interconnected carbon monoxide detectors as per Ontario Building Code.
8. Electronic interconnected, visual smoke detectors installed in basement, on main and upper floor, including all bedrooms, as per Ontario Building Code.
9. Rough-in for central vacuum.
10. Rough-in for CAT 5, or equivalent, voice/data wiring in kitchen, family room, library and master bedroom, as per model type.
11. "Decora" switches and plugs.

H. MECHANICAL SPECIFICATIONS:

1. Natural gas forced air "High Efficiency" furnace with electronically commutated furnace motors (ECMs).
2. Installed rental gas hot water heater.

I. LINDVEST BESPOKE and "GREEN" CHARACTER FEATURES:

1. All paints to be low VOC.
2. All bathroom exhaust fans to be energy efficient low sone for quiet operation.
3. Shut-off valves on all hot and cold water lines on sinks and toilets.
4. 2 x 6 wall construction with R22 batt insulation – plus R5 exterior insulation.
5. ERV for improved air quality.
6. Water-efficient toilets, vanity faucets and shower heads.
7. Ducts professionally cleaned prior to Closing.
8. Rough-in drains for future three-piece bathroom in basement.

At West Brant Heights, all model designs have been reviewed and assessed by an independent certified Energy Evaluator who has been certified and registered through NRCAN (National Resources Canada). Each house model will be built to EXCEED current Ontario Building Code requirements. Once the Dwelling is completed and just prior to closing, the same certified Energy Evaluator will return to the Dwelling to verify the air tightness thereof.

The choices noted above may be chosen from Vendor's samples provided they have not yet been ordered or installed and that colours and materials are available from suppliers and provided that the Purchaser shall not delay construction in making selection. If the colours and materials chosen are not available or the closing will be delayed by reason of such choice, the Purchaser shall forthwith make new choices failing which the Vendor shall have the right to make such selections as provided for in paragraph 1(e) of Schedule "A" to this Agreement.

All colour and material choices must be submitted to the Vendor within seven (7) days of notification by the Vendor's representative.

The Vendor will not allow the Purchaser to do any work and/or supply any material to finish the Dwelling before the Closing Date.

The Vendor reserves the right to substitute any materials used in construction of the Dwelling provided that such substitute materials are of equal or better quality than those represented to the Purchaser. The Vendor further reserves the right to make minor changes or modifications in the plans and specifications at its discretion. The determination of whether or not same are minor shall be made by the Vendor's Architect. The Purchaser agrees that the Vendor's Architect shall be entitled to site the Dwelling upon subject lands. Actual elevations will be similar to Artist's conception but may not be exactly the same.

The Purchaser is notified that the side door and/or door to garage from the Dwelling, where and if applicable, may be lowered, or raised, or relocated, or eliminated as per grading or municipality requirements. Location and size of windows and doors may vary with walkout or deck conditions. The Vendor shall have the right in its sole discretion to construct the Dwelling at a grade level different from that depicted in the sale brochure and/or rendering and/or other plans and specifications previously reviewed by the Purchaser. If such change in grade level shall necessitate, among other changes to the Dwelling, a step or series of steps to the front door, and/or side door, and/or rear door, and/or any door from the garage to the interior of the Dwelling, or lowering or raising of the floor of the foyer and/or main hallway and/or laundry room area and/or side landing, and/or the construction of a landing in the garage to accommodate a door to the garage, and/or to accommodate grading constraints, the Purchaser hereby irrevocably agrees to accept such changes without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.

In the event this Dwelling is described in this Agreement as having a "walkout", and such is not possible, the Purchase Price herein shall be reduced by Eighteen Thousand (\$18,000.00) Dollars for a townhome. In the event this Dwelling is not described in this Agreement as having a "walkout" Agreement and such is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Eighteen Thousand (\$18,000.00) Dollars for a townhome. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date.

In the event this Dwelling is described in this Agreement as having a "lookout", and such is not possible, the Purchase Price herein shall be reduced by Fifteen Thousand (\$15,000.00) Dollars for a townhome. In the event this Dwelling is not described in this Agreement as having a "lookout" Agreement and such is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Fifteen Thousand (\$15,000.00) Dollars for a townhome. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date.

Vendor is not responsible for shade differences occurring from different dye lots or for variations including in size, colour, shade, texture and veining in materials including with respect to tile, carpets, hardwood or laminate flooring, cabinetry, railing, natural or manufactured stone, bricks, trim and doors. Samples viewed when choices are made from Vendor's samples are only a general indication of material selected. Details of windows and doors on all elevations and location of exterior lights may not be exactly as shown on renderings. Ceiling heights are affected by bulkheads, dropped ceilings, structural and mechanical components, grading and zoning constraints.

Purchaser acknowledges that breach of its obligations contained in this Schedule, including, without limitation, the Purchaser failing to make its colour and material choices within the time frame provided for herein shall result in termination of the herein Agreement at Vendor's option, or if the Vendor does not elect to terminate this Agreement as aforesaid it has the right to complete the Dwelling without regard to the Purchaser's actions and the Purchaser shall indemnify the Vendor for any losses or damages it may suffer as a result of the Purchaser's breach as aforesaid including all compensation that may be payable by the Vendor to the Purchaser for any delay in closing pursuant to the Tarion requirements and any additional costs incurred by the Vendor and, in this regard, the Vendor shall be entitled to credit itself with same on the Statement of Adjustments.

SCHEDULE "C"

THE Purchaser acknowledges that, without limiting the generality of the provisions of the Agreement of Purchase and Sale, that restrictions, which may include but which shall not be limited to the following, may be registered against the title to the Property by the developer or Vendor and agrees to accept title subject to the same and further agrees to abide by such restrictions whether actually registered on title or not:

1. NOTWITHSTANDING anything herein contained, no building, fence (including hedges), swimming pool, driveway or erection of any kind shall be erected on the said lands unless the plans, dimensions, grade, ground floor elevations, specifications, exterior materials and colours, and the location thereof as indicated by a siting plan shall have been first submitted to and approved in writing by the Vendor and no building, fence (including hedges), swimming pool, driveway or other erection shall be constructed or placed on the said lands otherwise than in conformity with such approved plans, specifications and siting plans. In approving the foregoing, the Vendor may take into consideration the material and colour of all roofs, exterior walls, wood work, windows, hardware and lighting fixtures, fencing, paving and landscape details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighbouring properties.
2. NO external alterations or changes to the structure or appearance (including colours of or in respect to any dwelling, garage or other structure erected by the Purchaser) may be made, done or permitted except with the written approval of the Vendor.
3. THE design, location and elevation of any structures or landscaping shall not be such as to interfere with the drainage of surface water on the lot or block nor of surface water originating from adjacent lots or blocks.
4.
 - (a) No trailer, boat or snowmobile of any kind shall be parked or placed upon any part of the front yard of any lot (but may be parked or stored on the side or rear part of the yard).
 - (b) No commercial vehicle of any kind shall be parked or stored upon any part of any lot (but may be parked or stored in an enclosed garage).
 - (c) No part of a lot shall be used for the storage of materials or equipment other than such as are usually stored in connection with the occupation of a building used for private residential purposes.
 - (d) No repairs to any automobiles or to any other vehicle or equipment shall be carried out in the front yard of any lot.
 - (e) Front yard, for the purposes of this paragraph, shall be defined as that part of a lot extending across the full width of such lot between the front lot line and the front of any building or structure on the lot.
5. NO television or radio antenna, transmitter or receiver or other communications device including, without limiting the generality of the foregoing, any satellite dish, shall be erected on any building, structure or lot.
6. NO excavation shall be made on the said lands except excavations for the purpose of building on the same at the time of commencement of such building or for the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the said lands except in each case with the prior written permission of the Vendor.
7. NO signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the said lands or upon or in any of the buildings or on any fence, tree or other structure on the said lands without the prior written consent of the Vendor.
8. THE exterior of any dwelling and its gardens and grounds shall not be left in an unsightly or unreasonably untidy condition.
9. NO living tree shall be cut down or removed from the said lands without the consent in writing of the Vendor; if any tree is cut down, removed or damaged without such consent being obtained, the Purchaser shall forthwith replace the same under the supervision and to the satisfaction of the Vendor.
10. NO garbage or refuse may be stored so that the containers of refuse can be visible from the street.
11. PROVIDED always that notwithstanding anything herein contained, the Vendor and its successors shall have the power by instrument or instruments in writing from time to time to cancel, waive, alter or modify the above covenants and restrictions in their application to any lot or block or to any part thereof without notice to the owner of any other lot or block.

SCHEDULE "E"

1. Without limiting what is otherwise provided for in this Schedule and in this Agreement of Purchase and Sale the Purchaser(s) acknowledge that it may be necessary for the Vendor/Subdivider/Builder to enter into such agreements with the Corporation of the City of Brantford and/or any other governmental body, or neighbouring land owners, and provide such easements, including but not limited to utility/maintenance easements, rights of entry and restrictions as may be required. Such agreements may also require that warning clauses, neighbourhood plans showing, among other things, the location of fencing and sidewalks within the Subdivision and various other provisions be inserted in Agreements of Purchase and Sale for the sale of lots/blocks within the Subdivision. The Purchaser(s) hereby acknowledge(s) and agree(s) that he/she/they will accept title subject to any agreements, easements, rights of entry, restrictions etc., as may be presently registered on title or as may be registered on title on or before closing and, without limiting what may be contained elsewhere in the herein Agreement of Purchase and Sale, hereby undertakes and agrees to execute forthwith upon demand such documentation as may be required by the Corporation of the City of Brantford ("The City of Brantford" or "Municipality"), Vendor/Subdivider/Builder ("Builder") in order to facilitate the completion of this transaction and satisfy all governmental and/or other requirements as may be in the opinion of the Vendor be deemed appropriate and execute forthwith upon demand an acknowledgement of receipt of such warning clauses, neighbourhood plans and other provisions which will form a part of the herein Agreement of Purchase and Sale.

A lot or a townhouse unit is hereafter referred to as a "Lot".

2. The Purchaser acknowledges that the Subdivision Agreement dated January 24, 2023 between Shellbrant Developments Limited, The Corporation of the City of Brantford, Grandbridge Energy Inc. and the Canadian Imperial Bank of Commerce (CIBC) (the "Subdivision Agreement") affecting the Purchaser's lot contains the following provisions:

- (a) The Purchaser is advised that for all single family residential lots a "goose-neck" style drain or other backflow prevention systems approved by the Corporation of the City of Brantford is required for the Property and this requirement shall be registered on title for all single family residential lots within this Plan of Subdivision.
- (b) The Purchaser/Tenant is advised that no grading, removal of soil, trees or other vegetation, or the construction or placement of any other works shall take place within the Plan of Subdivision unless it is in accordance with Site Alteration By-Law 28-2011 and with the written approval of the General Manager of the City of Brantford.
- (c) The Purchaser acknowledges having been advised that any retaining walls, including their granular base, foundation support, drainage pipe and fencing required for grading of the lot required to be erected in accordance with Schedule "C" of the Subdivision Agreement shall be located completely within the Purchaser's Lot and maintained, repaired and replaced at the Purchaser's expense. Any maintenance, repair, or replacement shall be done to the satisfaction of the General Manager of The City of Brantford. The Purchaser further acknowledges that he will not, except with written permission of the General Manager of The City of Brantford, alter or remove any retaining walls or part thereof required to be erected by the Subdivision Agreement. The Purchaser is advised that the Shellard Lane retaining wall located within the Shellard Lane right of way in accordance with the Subdivision Agreement is excluded from this provision.
- (d) The Purchaser will not alter the grading and drainage scheme for the Lot or surrounding properties or change the elevation or contour of the Lot or remove, interfere with or obstruct any rear yard catch basin and associated works located on the Lot unless approved by the General Manager of the City of Brantford;
- (e) No fencing will be permitted along any street frontages except for decorative fencing as agreed by the General Manager of the City of Brantford.
- (f) There shall be no gates or informal access points permitted within fences constructed by the Builder along lot lines that abut lands to be conveyed to The City of Brantford in accordance with the Subdivision Agreement;
- (g) Development charges paid and to be paid are in accordance with the City of Brantford's By-law 210-2021, as amended from time to time, at the times and in the amounts as set out in the said By-Law.
- (h) On all streets laid out in the Plan attached to the Subdivision Agreement as Schedule "D" and upon any roadways adjacent thereto as shown in Schedule "C" to the Subdivision Agreement, Public Services set out in Schedule "E1" attached hereto will be constructed and installed by the Vendor. The Purchaser agrees to include this provision in any subsequent agreement of purchase and sale the Purchaser may enter as vendor relating to the Property.

3. The Purchaser covenants and agrees not to burn, deposit junk, debris, garbage, or other materials on any lands within the Plan of Subdivision, including lands to be dedicated for municipal purposes, vacant public land and private land. The Purchaser further covenants and agrees to clear any such debris and garbage deposited by him if so requested by the Vendor, within seventy two (72) hours failing which the Builder will remove such debris and garbage at the cost of the Purchaser.

4. The Purchaser acknowledges that no debris, junk, rocks, stumps, dead trees or fill of any kind shall be deposited on public property or vacant park sites or vacant private property or vacant school sites with the proposed Plan of Subdivision and such materials placed by the Purchaser shall be removed by the Purchaser or at the Purchaser's expense after being notified to do so by the City of Brantford, the Subdivider, and/or the Vendor.

5. The Purchaser hereby grants a licence to the Builder and/or the Municipality to enter upon the lot and/or block in question in order to perform the Builder's obligations under the Subdivision Agreement and the conveyance to the Purchaser may reserve a licence to the Builder and/or the Municipality to enter upon the Lot in order to perform such obligations and to permit The Corporation of the City of Brantford to exercise its rights under the Subdivision Agreement to correct or remedy a default of the owner in such performance.

6. The Purchaser acknowledges that a right is reserved unto the Builder and/or The Corporation of the City of Brantford and/or any other party(ies) that have or will enter into the Subdivision Agreement with the Builder notwithstanding the completion of the sale of the lot to enter upon the Purchaser's lot to ensure compliance with the provisions of the Subdivision Agreement and such provision, at the option of the Builder, shall be inserted in the Transfer, and shall be required in any subsequent transfer.

7. The Purchaser acknowledges receipt of copies of the following appendices attached to this Schedule which form part of this Agreement of Purchase and Sale:

- (i) Appendix "E1" – Public Services to be provided pursuant to the Subdivision Agreement
- (ii) Appendix "E2" – Notice Provisions
- (iii) Appendix "E3" – Residential Community Home Buyers Pamphlet
- (iv) Appendix "E4" – Approved Grading Plan

APPENDIX "E1"

Section 4 Public Services

4.01 The Owner agrees with the Corporation that on all Streets laid out in the Plan, attached hereto as Schedule "D", and upon any roadways adjacent thereto as shown in Schedule "C", all Public Services as hereafter set forth shall be constructed and installed by the Owner, including but not limited to:

- (a) Sanitary Sewer system
- (b) Storm Sewer system and stormwater management facility and associated works
- (c) Watermain system
- (d) Roads
- (e) Curbs and Gutters
- (f) Culverts
- (g) Sidewalks and Trails
- (h) Pedestrian Walkways
- (i) Boulevards and Driveway Approaches
- (j) Streetlight system
- (k) Landscaping and Fencing
- (l) Street trees
- (m) Noise and Vibration attenuation features
- (n) Retaining Walls
- (o) Regulatory and Warning Signage

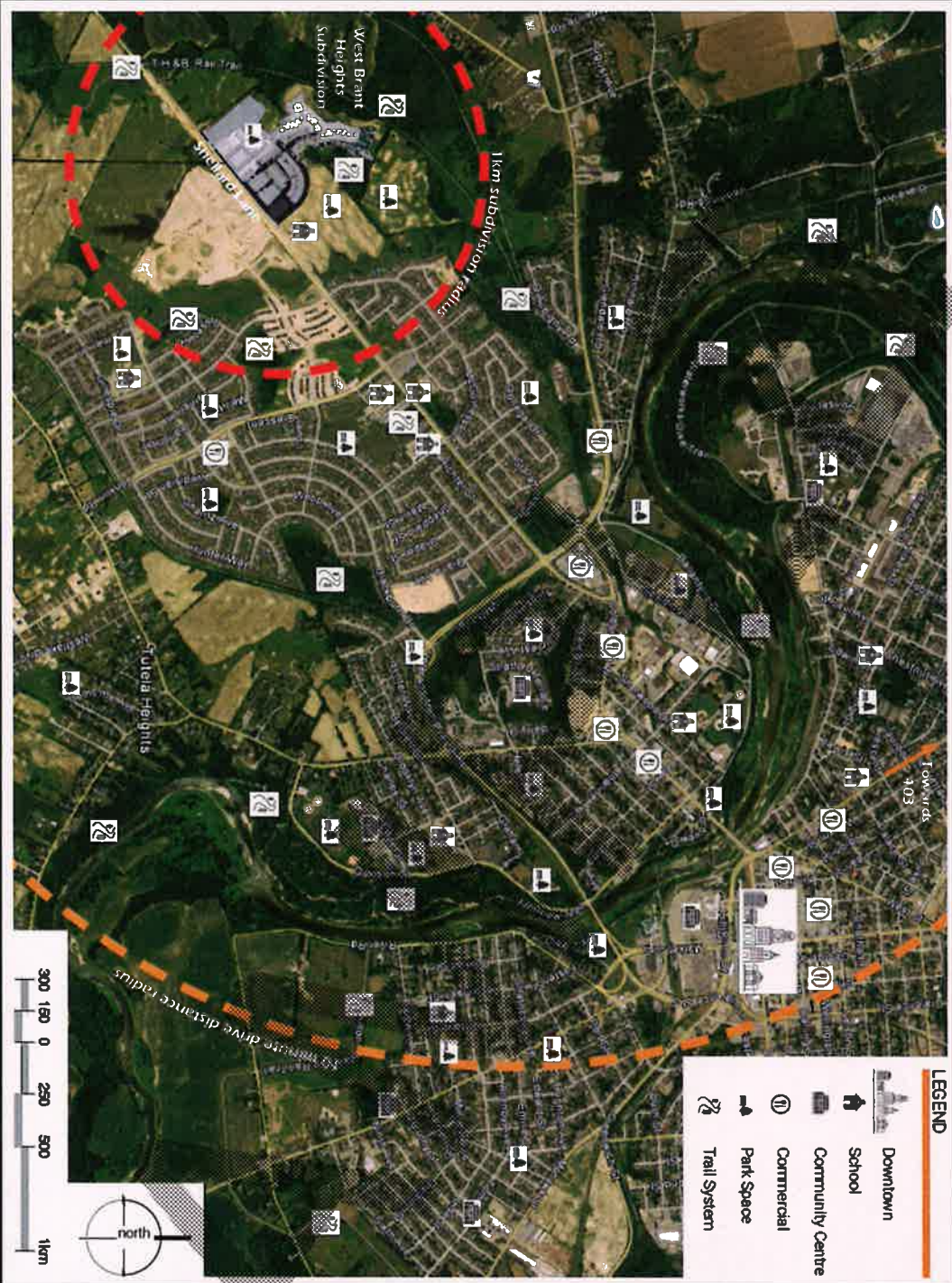
APPENDIX "E2"

Section 19 Special Provisions

- 19.01 The Owner shall include in all Offers of Purchase, Sale or Lease related to property within the Plan, clauses informing future purchasers and tenants of the following:
- (a) No alteration of the grading and drainage scheme for the property or surrounding properties is permitted without the express written approval of the Corporation;
 - (b) On-Street parking shall be limited in terms of location and duration;
 - (c) There shall not be any gates or informal access points within fences backing onto Open Space Blocks, Walkway Blocks, Stormwater Management Facilities or Adjacent Corporation owned lands.
 - (d) Bussing may be required to transport children from within this subdivision to elementary and secondary schools;
 - (e) Their Lot may have bus shelters and bus routes located in front of their Lot;
 - (f) All future maintenance and repair of retaining walls on individual Lots shall be the responsibility of the purchaser;
 - (g) Block 118 and Block 66 are adjacent to a Corporation owned retaining wall which may require routine maintenance and future replacement in accordance with Corporation Policy Number "Public Works – 003" impacting enjoyment and use of Block 118 and Block 66 within reason during such required maintenance and future replacement.
 - (h) All future maintenance and repair of rear yard catch basins and leads, on individual Lots shall be the responsibility of the purchaser;
 - (i) Parks may host activities and programs that may result in higher than typical noise and light to be experienced by Lots within close proximity.
 - (j) Corporation's Southwest Community Center and Park is still subject to final design approvals by the Council of the Corporation. The Southwest Community Center and Park may contain uses, host activities and programs that may result in higher than typical noise and light to be experienced by Lots within close proximity.
 - (k) Block 81 and Block 82, and Lots 53 and 54, as shown on the final plan, that public access is provided between these Lots.
 - (l) Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.
 - (m) The purchaser/tenant's Lot may contain a tree within the front yard which composes part of the overall streetscaping plan and shall not be removed without prior consent of the Corporation. Maintenance of trees on individual Lots shall be the responsibility of the purchaser.
 - (n) Block 118 will be required to provide to the Corporation a Noise, Odour and Vibration Study with each Development Application submitted to the Corporation and be required to implement any required mitigation measures due to adjacent residential uses.

APPENDIX "E3"

WEST BRANT HEIGHTS HOME BUYERS PAMPHLET



SCHEDULE "FT"

The Purchaser agrees that it will, from time to time upon the request of the Vendor, provide the Vendor with such information it requires to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and the related regulations and guidelines issued pursuant thereto and any other requirements of FINTRAC.

SAMPLE

PURCHASER'S INITIALS _____

**SCHEDULE "PP"
FOR USE IN FREEHOLD**

**PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL
INFORMATION**

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 Property 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), (g), (h) and (i) below and in respect of residency status and social insurance number only for the limited purpose described in subparagraphs (g) and (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and color/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 and are developing one or more other developments 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 developments or 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, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), HCRA, Tarion and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- d) 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;
- e) 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;
- f) one or more providers of any security alarm system, cable television, telephone, telecommunication, hydro-electricity, water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide any such personal information to an entity providing security alarm services;
- g) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), 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 including the Purchaser's Social Insurance Number or business registration number, as the case may be);
- h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 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(1)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended;
- i) the Vendor's solicitors, to facilitate the closing of this transaction, 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;
- j) any real estate agent, real estate broker and/or mortgage broker involved in the Purchaser's purchase of the Property to facilitate the completion of this transaction; and
- k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

PURCHASER CONTACT INFORMATION FOR TARIION

VENDOR'S HCRA LICENCE NUMBER:	48619
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Unit No.:		Block No.:		Plan No.:	N/A	Subdivision:	West Brant Heights Rear Lane Townhomes	Home Type:	Freehold
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1st Purchaser Name:	
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1st Purchaser Primary Phone No.:	
--	--

1st Purchaser Primary Email Address:	
--	--

2nd Purchaser Name:	
---------------------------------------	--

2nd Purchaser Primary Phone No.:	
--	--

2nd Purchaser Primary Email Address:	
--	--

Primary Mailing Address For Purchaser(s):	
--	--

THE UNDERSIGNED being the Purchaser(s) of the Dwelling hereby acknowledge(s) and agree(s):

- 1) to advise Tarion of any changes in the Purchaser's contact information, or
- 2) if the Purchaser(s) assign(s) their interest in the purchase agreement to another buyer to provide Tarion the contact information (name, mailing address and email address) for the new purchaser.

Note to Purchaser(s): The *Ontario New Home Warranties Plan Act* and regulations require new home vendors to provide your contact information to the warranty authority, Tarion, to allow it to better serve new home purchasers.

The Purchaser(s) hereby consent(s) to the disclosure and/or distribution of any or all of the Purchaser's contact and personal information to Tarion and to HCRA.

DATED this _____ day of _____, 20____.

WITNESS:

)
)
) _____
) Purchaser
)
)
) _____
) Purchaser

WEST BRANT HEIGHTS REAR LANE TOWNHOMES
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO

REGARDING THE PROPERTY KNOWN AS:

Unit No.: _____, Block No.: _____, Plan 2M-1978, City of Brantford

Purchaser: _____

Vendor: Shellbrant Developments Limited

Date of Offer: _____

It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the abovementioned Agreement of Purchase and Sale, as amended from time to time (the "**Agreement**"), and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein:

INSERT:

PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT:

- (a) The Purchaser covenants, represents and warrants that the Purchaser's purchase of the Dwelling is not prohibited by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**PPRP Act**") as the Purchaser is, as of and from the time of acceptance of this Agreement, and will continue to be until and inclusive of the Closing Date, either (a) not a "non-Canadian" as defined in the PPRP Act, or (b) a person that qualifies for an exception to the prohibition(s) provided for in the PPRP Act. The Purchaser acknowledges and agrees that once a breach of the Purchaser's preceding covenant, representation and warranty occurs, such breach shall be a fundamental breach of this Agreement and is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.
- (b) Upon request from the Vendor from time to time, the Purchaser agrees to provide such evidence as requested by the Vendor to confirm the Purchaser's compliance with the PPRP Act, including, without limitation, passport, citizenship card, statutory declarations, SIN cards, identification cards, marriage certificates, a Certificate of Indian Status, a Notice of Decision from the Immigration and Refugee Board confirming the Purchaser's status as a "protected person" within the meaning of the *Immigration and Refugee Protection Act*, if applicable, a Verification of Status issued in accordance with the *Immigration and Refugee Protection Act*, and a temporary resident license (together with evidence satisfactory to the Vendor that the Purchaser, if a temporary resident, complies with the prescribed requirements for temporary residents as set out in the PPRP Act).
- (c) Notwithstanding any other terms, covenants and conditions contained in this Agreement, the Purchaser shall protect, indemnify and hold the Vendor harmless from and against any and all loss, claims actions, damages, liability and expense, including, without limitation penalties, offences and fines charged against the Vendor, or any directors, officers, employees, servants or agents of the Vendor pursuant to the PPRP Act whatsoever arising from or out of the Purchaser's contravention of the PPRP Act, even if the Vendor or any of its servants, agents, employees or others from whom it is in law responsible has acted negligently. If the Vendor or any of its directors, officers, employees, servants or agents shall be made a party to any litigation or court process commenced by or against the Purchaser in connection with the PPRP Act, then the Purchaser shall protect, indemnify and hold the Vendor and its directors, officers, employees, servants and agents harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Vendor, its directors, officers, employees, servants and agents in connection with such litigation or court process.

Dated at _____

Purchaser

Purchaser

Purchaser

Purchaser

Accepted at Toronto,

Per: _____

Vendor - Authorized Signing Officer

I have authority to bind the Corporation.

CONSENT

Vendor: Shellbrant Developments Limited

Purchaser:

Re: Unit No.: Block No. Plan No.: 2M-1978

I/We consent to receiving commercial electronic messages regarding upcoming communities, current communities, news, events, promotions and all other related communications from Lindvest Marketing Limited and or any related entity or entities.

Time: _____ am/pm Date: _____ / _____ /20
(month) (day) (year)

I/We reserve our right to withdraw my/our consent at any time which I/we understand can be done by visiting <http://casl.linvest.com>.

I/We understand that I/we are not required to execute this Consent and that it is not a precondition of entering into this Agreement.

Purchaser

Purchaser

Purchaser

Linvest Marketing Limited
3625 Dufferin Street
Suite 200
Downsview, Ontario
M3K 1Z2
(416) 635-7575
<http://casl.linvest.com>