



AGREEMENT OF PURCHASE AND SALE

(Standard Freehold)

By this Agreement of Purchase and Sale (the “**Agreement**”) for good and valuable consideration the undersigned Purchaser(s) (collectively, the “**Purchaser**”) hereby agrees to purchase and the undersigned Vendor (the “**Vendor**”) agrees to sell the land identified below by project, available lot number(s) and plan (the “**Land**”) together with a dwelling house described below by model name, color and elevation (the “**Dwelling**”) to be erected thereon (the Land and Dwelling together herein called the “**Property**”) on the following terms:

1. **Property:** The Purchasers below named and identified shall purchase the Property:

PROJECT NAME	THE HEIGHTS OF HARMONY		
PURCHASER 1	Date of Birth		
PURCHASER 2	Date of Birth		
PURCHASER 3	Date of Birth		
PURCHASER 4	Date of Birth		
VENDOR	MINTO (HARMONY ROAD) LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER MINTO (HARMONY ROAD) GP INC.		
MARKETING LOT #	LOT #	On Draft Layout Plan attached as Schedule K	
MUNICIPAL ADDRESS			
In the City of Oshawa, in the Providence of Ontario.			
MODEL NAME		ELEVATION	
LOT TYPE	Refer to Schedule H	STATUS	STAGE 1
COLOR PACKAGE	Refer to Schedule H		

2. **Purchase Price:** The total purchase price for the Property is the sum of «NetTotalSale» (as further defined on Page 2 of this Agreement) (the “**Purchase Price**”), in lawful money of Canada and shall be paid to the Vendor, or as the Vendor may otherwise direct, in the following manner and at the following times:

- (i) The sum of \$___ as a deposit paid by current dated cheque and accompanying this Agreement as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date;
- (ii) The sum of \$___ as a deposit paid by cheque dated ___ and accompanying this Agreement as a further deposit pending completion or other termination of this Agreement and to be credited on account of Purchase Price on the Closing Date;
- (iii) The sum of \$___ as a deposit paid by cheque dated ___ and accompanying this Agreement as a further deposit pending completion or other termination of this Agreement and to be credited on account of Purchase Price on the Closing Date;
- (iv) The sum of \$___ as a deposit paid by cheque dated ___ and accompanying this Agreement as a further deposit pending completion or other termination of this Agreement and to be credited on account of Purchase Price on the Closing Date;
- (v) The sum of \$___ as a deposit paid by cheque dated ___ and accompanying this Agreement as a further deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date; (collectively, (i), (ii), (iii) (iv) and (v) comprising the “**Deposits**”)
- (vi) The balance of the Purchase Price due on the Closing Date subject to adjustments herein set forth, shall be payable by certified cheque or bank draft from a Schedule I Canadian Chartered Bank (drawn from funds held in the Purchaser’s solicitor’s trust account) to the Vendor or as or as the Vendor may otherwise direct, subject to the Adjustments (defined in **Schedule A**).

3. **Closing:** The transaction of purchase and sale set out herein shall be completed (the “**Closing**”) on the Firm Closing Date (the “**Closing Date**”) as defined and established in the Tarion Addendum attached hereto as **Schedule B**. The Vendor shall be entitled to change the Closing Date, subject always to the rules set out in the Tarion Addendum. The Purchaser shall not be permitted to change the Closing Date other than as set out in the Tarion Addendum, as applicable, or with the mutual agreement of the Vendor at the Vendor’s sole discretion, and subject to the Vendor’s administrative fees in respect thereof set out in **Schedule I** hereto.

To be initialed by ALL Purchasers.

Purchaser Initials

4. **Planning Act:** This Agreement is subject to the provisions of the *Planning Act*, R.S.O. 1990, c. P13, as amended or replaced from time to time, and shall be effective to create an interest in lands only if such provisions are complied with prior to Closing.
5. **Binding Offer:** This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of 21 calendar days from the date of execution (the "**Irrevocable Period**") and, upon acceptance by the Vendor, shall constitute a binding Agreement of Purchase and Sale between the parties. If not accepted by execution hereof by the Vendor on or before the last day of the Irrevocable Period, the offer herein shall be null and void and that portion of the Deposits which has to that point been paid, shall be returned to the Purchaser without interest or deduction. The Purchaser acknowledges and agrees that the negotiation of any cheque accompanying this offer does not constitute acceptance by the Vendor of the Purchaser's offer. This offer, and the Vendor's acceptance herein, are deemed to be made under seal, whether or not a seal is physically attached, and the parties agree and intend that their signatures alone are sufficient to make this Agreement a contract under seal.
6. **No Other Representations:** The Purchaser agrees and acknowledges that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, for which the Vendor or the owner of the Lands (if not the Vendor) can be held liable in any way, whether made by oral statement or otherwise of any agent or employee of the Vendor or owner, or contained in or shown on any plan, drawing, brochure, advertisement, display, model or any other sales or marketing material or showrooms, other than as expressly set forth in this Agreement and the Schedules attached hereto, it being the Purchaser's obligation to ensure that any such representation, warranty, collateral agreement or condition upon which it intends to rely must be set out herein in writing. The Purchaser also acknowledges that the Vendor's employees, staff, sales agents or sales contractors cannot and do not provide any legal advice (legal advice should be sought from the Purchaser's own solicitor), and do not have the authority to promise a change or amendment to the Agreement, a limitation of any remedy of the Vendor, or a termination of the Agreement and no such promise is valid or enforceable without the express written statement thereof signed by the Vendor.
7. **Execution and Delivery:** Acceptance of the offer herein may be made, notwithstanding anything to the contrary herein contained, by fax or other electronic communication reproducing the original with the necessary signatures and initials and such acceptance is deemed to be made when the parties or their designated solicitors or real estate agent receives the said fax or electronic communication. The person sending such fax or electronic communication shall send or deliver the original to the receiver thereof upon written request therefore and shall otherwise keep the original in its files for future reference.
8. **Schedules:** All Schedules attached hereto shall form part of this Agreement to the same extent as if incorporated into the body hereof, except where expressly otherwise indicated by statement initialed by all parties to this Agreement on the face page of such Schedule. The Purchaser acknowledges that he or she has received all pages and Schedules to this Agreement. This Agreement shall include the following Schedules (and additional schedules may be added as required by the parties):

Schedule A: General Terms and Conditions	Schedule H: Incentives and Extras
Schedule B: Tarion Addendum	Schedule I: Administrative Fees
Schedule C: Site Specific Conditions	Schedule J: Rental Agreement
Schedule D: Dwelling Floor Plan(s), Lot Plan and Sidewalk and Fencing Detail	Schedule K: Draft Layout Plan
Schedule E: Features and Finishes	Schedule L: Colours and Option Limitations and Restrictions
Schedule F: Purchaser Condition(s) and Vendor Condition(s)	Schedule M: Prohibition on the Purchase of Residential Property by Non-Canadians
Schedule G: Financing	

9. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws in effect in the Province of Ontario and the laws of Canada applicable therein.
10. **Detail of Purchase Price:** For the purpose of greater certainty the Purchase Price herein described is comprised of:

Model Price (incl. elevation and incentives, if applicable)
Upgraded Elevation (if applicable; <i>US, UR, UF</i>)
Fencing Charge (if applicable)
Lot Type (if applicable; <i>WOD, WOB, S</i>)
Lot Location/Size Premium (if applicable)
Extras (if applicable)
Other
Total Purchase Price

Vendor Privacy Policy

By providing personal information to the Vendor on the enclosed form(s) as well as all subsequent schedules, you (Purchaser) are consenting to its use as it pertains to: (i) the construction and scheduling of your home; (ii) its use by the Vendor's solicitors as well as your solicitor as it pertains to the final closing of

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this transaction; (iii) its use by any applicable lender or mortgage company, where applicable and including such lenders and mortgage companies introduced to the Purchaser by the Vendor, for the purposes of providing financing (either to the Purchaser for the purchase of the Property, or to the Vendor for development of the relevant project containing the Property); (iv) its use by a Rental Property (as defined in Schedule A hereto) supplier for the purpose of communicating the terms and conditions associated with any Rental Property, and related product and service information, and for administering the customer relationship and communication with you, or (v) its use by third party companies that provide utilities or services to the Property. For more detailed information on the Vendor's privacy practices, please visit www.minto.com or ask your Sales Representative to view our Privacy Policy.

IN WITNESS WHEREOF the Purchaser has executed this Agreement on the _____

PURCHASER 1

PURCHASER 2

Purchaser Name _____
 Present Address _____
 Cellular # _____
 E-mail address _____
 Purchaser Signature _____
 Witness Signature _____

PURCHASER 3

PURCHASER 4

Purchaser Name _____
 Present Address _____
 Cellular # _____
 E-mail address _____
 Purchaser Signature _____
 Witness Signature _____

- NOTICE:**
- Purchaser shall provide their solicitor information to the Vendor as per Paragraph 5.2(a), **Schedule A**.
 - By providing his/her email address the Purchaser is specifically consenting to receiving notices under this Agreement from the Vendor by e-mail. Purchaser is advised to send a test e-mail to their Vendor contact to ensure the e-mail is not filtered as "spam".
 - Purchaser shall advise the Vendor in writing immediately should any of their contact information change.

IN WITNESS WHEREOF the Vendor has executed this Agreement on the _____

VENDOR'S SOLICITOR

Gowling WLG (Canada) LLP
 Attn: Rosa Lupo
 345 King Street West, Suite #600
 Kitchener, ON N2G 0C5
 Phone: (519) 575-7511
 Fax: (519) 576-6030

VENDOR

Vendor's Address 600-4101 Yonge St.,
 Town/Province Toronto, ON
 Postal Code M2P 1N6
 Bus. Telephone # 416-977-0777
 Website www.minto.com

Minto (Harmony Road) Limited Partnership, by its general partner Minto (Harmony Road) GP Inc.

Per: _____
 – Vice President (or other senior officer)

Per: _____
 – A.S.O.

We have the authority to bind the Corporation

To be initialed by ALL Purchasers.

Purchaser Initials



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ARTICLE 1– INTERPRETATION

1.1 Definitions

In this Agreement, including all schedules thereto, the following terms shall have the following meanings unless a contrary intention is expressed herein:

“**Acceptance Date**” means the date upon which the Vendor accepts, by execution of this Agreement, the within offer by the Purchaser;

“**Adjustments**” has the meaning set out in Paragraph 2.4 below;

“**Agreement**” means this Agreement of Purchase and Sale, and any and all amendments thereto, including any recitals and Schedules;

“**Amended Elevation**” has the meaning set out in Paragraph 3.3(c) below;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

“**Closing**” has the meaning set out in Paragraph 3 on Page 1 of this Agreement;

“**Closing Date**” has the meaning set out in Paragraph 3 on Page 1 of this Agreement;

“**CRA**” means the Canada Revenue Agency, or such other Governmental Authority as may replace it from time to time;

“**Deposits**” has the meaning set out in Paragraph 2 on Page 1 of this Agreement;

“**Development Levies**” has the meaning set out in Paragraph 2.3 below;

“**Development Levy Increase**” has the meaning set out in Paragraph 2.3 below;

“**DRA**” has the meaning set out in Paragraph 5.2(d) below;

“**Dwelling**” has the meaning set out in the recital paragraph of Page 1 of this Agreement;

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials

“**Excise Tax Act**” means the *Excise Tax Act* R.S.C. 1985 c.E-15, as amended from time to time including, without limitation, *An Act to amend the Excise Tax Act (Provincial Choice Tax Framework Act)* S.C. 2009 c. 32, and regulations made thereunder;

“**Governmental Authority**” means any federal, provincial or applicable municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;

“**HCRA**” means the Home Construction Regulatory Authority, or such entity as may replace it from time to time under the NHCLA;

“**HST**” means Harmonized Sales Tax exigible pursuant to the Excise Tax Act;

“**HST Rebates**” has the meaning set out in Paragraph 2.1(a) below;

“**Hydro Supplier**” has the meaning set out in Paragraph 4.4(h) below;

“**Irrevocable Period**” has the meaning set out in Paragraph 5 on Page 1 of this Agreement;

“**Land**” has the meaning set out in the recital paragraph of Page 1 of this Agreement;

“**Neighboring Properties**” has the meaning set out in Paragraph 5.1 below;

“**NHCLA**” means the *New Home Construction Licensing Act*, R.S.O. 2017, c.33, and regulations thereunder, all as are added or replaced from time to time;

“**ONHWPA**” means the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c.O-31, and regulations thereunder, all as amended or replaced from time to time

“**Permitted Encumbrances**” has the meaning set out in Paragraph 5.1(b) below;

“**PDI Certificate**” has the meaning set out in Paragraph 4.3(a) below;

“**Pre-Delivery Inspection**” has the meaning set out in Paragraph 4.3(a) below;

“**Project**” means the project identified in Paragraph 1 on Page 1 of this Agreement;

“**Property**” has the meaning set out in the recital paragraph of Page 1 of this Agreement;

“**Purchase Price**” has the meaning set out in Paragraph 2 on Page 1 of this Agreement;

“**Purchaser**” has the meaning set out in the recital paragraph of Page 1 of this Agreement;

“**Purchaser Default**” has the meaning set out in Paragraph 6.2(a) below;

“**Rental Agreement**” has the meaning set out in Paragraph 4.5(g) below;

“**Rental Property**” has the meaning set out in Paragraph 4.5(f) below;

“**Rental Supplier**” means Enercare Home and Commercial Services Limited Partnership (“Enercare”) or such other rental supplier as designated by the Vendor from time to time in the Vendor’s sole and absolute discretion;

“**Selections**” has the meaning set out in Paragraph 4.2(a) below;

“**Standard Finishes**” means those standard features and finishes for the Dwelling set out in **Schedule E** attached to this Agreement;

“**Subdivision**” means those lands and premises comprising lots, blocks and roads on the Registered (or Draft) Plan of Subdivision containing, or proposed to contain, the Property;

“**Tarion**” means the Tarion Warranty Corporation, or such entity as may replace it from time to time under ONHWPA;

“**Tarion Addendum**” means Tarion’s Statement of Critical Dates and Addendum form attached hereto as **Schedule B**;

“**TER**” means the Teraview® electronic registration system established and operated by Teranet Inc. pursuant to regulations made under the *Land Registration Reform Act* R.S.O. 1990, c. L.4;

“**Third Party Warranties**” has the meaning set out in Paragraph 4.5(b) below;

“**Transfer**” means the registrable Transfer of the Property prepared pursuant to the *Land Registration Reform Act* R.S.O. 1990, c. L.4;

“**Unavoidable Delay**” shall have the same meaning as “Unavoidable Delay” defined in the Tarion Addendum;

“**Vendor**” has the meaning set out in the recital paragraph of Page 1 of this Agreement;

“**Warranties**” means the warranties expressly provided under ONHWPA in respect of the Deposits, and in respect of the Dwelling.

1.2 Interpretation

In this Agreement, including the recitals and Schedules to this Agreement, except where expressly stated to the contrary or the context otherwise requires:

- (a) the division of this Agreement into separate Articles, Paragraphs and/or headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (b) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria having the force of law made under that statute and any successor statute, each as amended or re-enacted from time to time;

- (c) the words "include" and "including" are to be construed as meaning "including, without limitation";
- (d) words importing the singular include the plural and vice versa and words importing gender includes all genders, all as required by context;
- (e) reference to a time of day or date means Eastern Standard Time, and in the event that any date or time period referred to in this Agreement shall fall or expire upon a day which is not a Business Day, such date or time period shall be deemed to fall or expire on the first Business Day thereafter;
- (f) all references to amounts of money mean lawful currency of Canada;
- (g) the invalidity of any particular provision in this Agreement shall not affect any other provision of this Agreement and this Agreement shall be construed as if any such invalid provision shall have been omitted; and
- (h) all references in this Agreement to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

1.3 Time of the Essence:

Time shall be of the essence in all respects in this Agreement, provided however that the time for doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective counsel who are hereby expressly appointed for that purpose, and otherwise in accordance with the Tarion Addendum. In the event of any amendment to this Agreement, each and every change shall be deemed to provide that time is of the essence whether or not so expressed in such amendment.

ARTICLE 2 – PAYMENTS, CHARGES AND ADJUSTMENTS

2.1 HST

- (a) The parties acknowledge that the Purchase Price as stated includes applicable HST at the time of executing this Agreement and excludes the amounts of any applicable new housing rebates in accordance with the Excise Tax Act (collectively, the "HST Rebates") which have been credited to the Purchaser in arriving at the Purchase Price. The Purchaser acknowledges that the consideration shown in the Transfer of the Property shall comprise the total base price for the Property, including the cost of all options and upgrades added thereto and other amounts required to be added thereto by law, plus an amount equal to the amount of the HST Rebates (which the Vendor shall receive by assignment from the Purchaser herein), but excluding all taxes.
- (b) The Purchaser shall pay any increased HST or other governmental taxes applicable as a result of an increase in the percentage of HST payable, or resulting from the purchase of options or upgrades following the Acceptance Date and such further HST shall be issued as a Closing adjustment. If for any reason the Purchaser does not qualify for the HST Rebates, then the Purchaser shall indemnify the Vendor the amount of such HST Rebates by adjustment on Closing or, if the HST Rebate is rejected by CRA after Closing, by payment of certified funds including interest on the amount of the HST Rebates calculated from the Closing Date at the rate equivalent to five percent (5%) per annum above the prime commercial lending rate charged by TD Canada Trust as at the Closing Date, plus any fees, penalties or damages imposed on the Vendor by the CRA. Any amount so owing after Closing shall constitute a charge upon the Property for such amount, such charge being enforceable in the same manner as a mortgage in default.
- (c) In consideration of the Purchase Price having already accounted for the HST Rebates, the Purchaser hereby irrevocably assigns to the Vendor the benefit of the HST Rebates. The Purchaser warrants that the Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon Closing and will not allow occupancy of the Dwelling by any other individual (other than a relation of the Purchaser as defined in the HST legislation) as a place of residence prior to occupancy by the Purchaser. If the Vendor is not satisfied, in good faith but in its sole and subjective discretion, that the Purchaser will so occupy the Dwelling, the Vendor shall be entitled to request and collect the full amount of HST from the purchaser on Closing and the Purchaser shall be entitled to make its own application to the CRA for any applicable HST Rebates.
- (d) The Purchaser agrees to execute and deliver on Closing any and all such documents as the Vendor may require confirming the foregoing warranties and agreements, including an application or applications in accordance with HST legislation containing prescribed information required by the CRA for the HST Rebates, duly signed by all persons to whom title is to be transferred.

2.2 Upgrades and Options

- (a) The Purchaser acknowledges and agrees that the Purchase Price for the Property includes the Dwelling with only the Standard Finishes. Any additional options and/or upgrades specifically ordered or chosen by the Purchaser in respect of the Dwelling and supplied by the Vendor will be paid for by the Purchaser in accordance with the Vendor's payment policies then in effect, as set out in the options/upgrades confirmation signed by the Purchaser at time of selection. Should the Purchaser, for any reason whatsoever, be in default of the said payment terms, the Vendor shall notify the Purchaser and the Purchaser shall correct such default to the acceptance of the Vendor within five (5) Business Days of being notified, after which the Vendor may, at its sole discretion cancel any/or all options or upgrades and shall retain 15% of the said amount as an administration fee. Said amounts shall be issued as a Closing adjustment.
- (b) Additional cost or credit as a result of reselection or omission described in Paragraph 4.2(b) below may be issued as a Closing adjustment. If any option and/or upgrade which the Purchaser was entitled to make is otherwise inadvertently omitted by the Vendor during construction of the Dwelling, the Vendor at its sole discretion, may issue the Purchaser a credit either as a Closing adjustment or by cheque, equal to the amount of the option and/or upgrade and the Vendor's liability therefor shall be limited to the said amount and the Purchaser shall be required to close the transaction.

2.3 Development Levy Increases

The Purchase Price includes any levies, capital charges, imposts or charges exacted by any Governmental Authority, including any charges pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c.P13 and development charges exacted

pursuant to the *Development Charges Act, 1997*, S.O. 1997, c. 27 (collectively the “**Development Levies**”), payable by the Vendor in respect of the Property up to the date of this Agreement. The Purchaser shall reimburse the Vendor on the Closing Date for any increases in, or any new or substituted amounts imposed in respect of, the Development Levies (collectively the “**Development Levy Increase**”) after the date of this Agreement. Any reduction or rebate of any Development Levies shall be the property of the Vendor and the Purchaser hereby assigns all of the Purchaser’s right, title and interest (if any) in and to any such rebate to the Vendor and the Purchaser hereby irrevocably authorizes and directs the payment thereof to the Vendor and the Purchaser further agrees to execute all forms, applications or documents to facilitate the payment of such rebate to the Vendor and agrees to extract a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser.

2.4 Adjustments on Closing

The Purchaser agrees to adjust the following amounts (the “**Adjustments**”) on Closing, where applicable in respect of the Property, the Closing Date itself being for the account of the Purchaser:

- (a) realty taxes (which may be estimated as if the Property has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed), local improvement charges, water and assessment rates, gas and hydro accounts (to be apportioned between the parties to the Closing Date);
- (b) increased HST or other governmental taxes applicable as a result of an increase in the percentage of HST payable, or resulting from the purchase of extras or upgrades following the Acceptance Date, including any decrease in the amount of the HST Rebates resulting from the purchase of extras or upgrades;
- (c) the amount of any HST Rebates credited in calculating the Purchase Price but for which the Purchaser does not qualify on the Closing Date (to be credited to the Vendor);
- (d) the cost of enrolling the Dwelling with Tarion (to be credited to the Vendor);
- (e) any applicable Development Levy Increase (to be credited to the Vendor);
- (f) the cost to supply, install and connect any meters for gas, cable, telephone, hydro and water (to be credited to the Vendor);
- (g) the cost for water service to the Closing Date (to be credited to the Vendor);
- (h) the cost of the Vendor obtaining a license from HCRA or enrolling the Dwelling with the HCRA (to be credited to the Vendor);
- (i) the cost of the Vendor planting tree(s) on the Property (to be credited to the Vendor);
- (j) the cost of City issued garbage and recycling containers (to be credited to the Vendor);
- (k) rental cost of any Rental Property (if applicable to the Dwelling) (to be apportioned between the parties to the Closing Date);
- (l) any sums owing with respect to the tenancy of the Purchaser in a building owned by any affiliate of the Vendor (in the event that the Purchaser is an existing tenant thereof, or owes any amounts further to a recent tenancy);
- (m) any cost or credit resulting from any selection, reselection or omission of options, upgrades, materials or colours pursuant to Paragraphs 2.2(a) or 2.2(b);
- (n) any amounts expended by the Vendor to remove or discharge any registration or lien caused to be registered by the Purchaser in respect of the Dwelling or the Property;
- (o) interest at the rate of five percent (5%) per annum above the prime commercial lending rate charged by TD Canada Trust on the due date in respect of any amount, payment and/or adjustment due and payable to the Vendor in this Agreement that is not made and/or paid on the said date due;
- (p) any and all amounts expended by the Vendor to correct, rectify and/or remedy any damage caused by the Purchaser, and those for whom it is in law responsible, to any services, utilities, installations, or equipment installed within the Subdivision;
- (q) any and all losses, damages and/or costs which may arise as a result of a breach by the Purchaser of the covenants set out in Subparagraphs 4.4 (a)-(f);
- (r) generally, and to the extent not otherwise set out above, all costs, losses and damages arising out of a Purchaser Default; and
- (s) any administrative fees and costs set out in **Schedule I** attached to this Agreement, where and if applicable in the circumstances described in the relevant paragraphs of this Agreement, and to the extent not already described above or elsewhere in this Agreement.

Notwithstanding anything to the contrary herein, the Vendor shall be entitled, in its sole discretion, to require that payment of any amount set out in this Agreement, including the adjustments set out above, be made directly by the Purchaser prior to Closing by way of certified funds or cheque from a Schedule I Canadian Chartered Bank as directed by the Vendor, and the inclusion in the above list of possible adjustments of costs, expenses, charges or fees relating in any manner to a Purchaser Default shall not be interpreted as waiving or consenting to such default and the Vendor shall retain any and all rights and remedies in respect thereof as are available in this Agreement, at law, or in equity. Where an Adjustment involves the reading of any metered utility, the Vendor shall be entitled to adjust therefor based on a *bona fide* estimate (reasonably arrived at) of such consumption, and the Purchaser shall be responsible after Closing for all invoices relating to any utility adjusted for herein, regardless of the period of consumption covered by such invoice, and shall not be entitled to a re-adjustment therefor.

2.5 Other Amounts and Adjustments

- (a) The Purchaser acknowledges that it shall be solely responsible for:
 - (i) The costs of any and all registrations of documents required by or associated with the Transfer on Closing;

- (ii) all applicable provincial and municipal land transfer taxes payable on the transfer of the Property; and
- (iii) legal fees and disbursements for the Purchaser's own solicitor.

ARTICLE 3 – VENDOR OBLIGATIONS AND RIGHTS

3.1 Preparation of Land

The Vendor will, to the satisfaction of the relevant Governmental Authority, comply with its obligations as to the installation of services, utilities and roads as set out in any subdivision or other relevant agreement between the Vendor and the Governmental Authority affecting the Property.

3.2 Construction of Dwelling

- (a) Where no portion of the Dwelling has been constructed before the Acceptance Date, the Vendor will construct and complete the Dwelling upon the Land in accordance with the plans and specifications relating thereto already examined by the Purchaser, but subject always to: (1) such variations, alterations and/or modifications by the Vendor as are required by the relevant Governmental Authority, or as otherwise permitted in any provision of this Agreement; and (2) those options and upgrades as are selected by the Purchaser in strict accordance with the provisions and procedures therefor set out in this Agreement.
- (b) Where any portion of the Dwelling has been constructed before the Acceptance Date, the Vendor will complete the Dwelling upon the Land in accordance with the plans and specifications approved by the relevant Governmental Authority, but subject always to such changes and amendments by the Vendor as are permitted in any provision of this Agreement, and as set forth in relevant provision of **Schedule "L"** only those options and upgrades as may be left available to be selected by the Purchaser by reason of the stage of construction of the Dwelling as at the Acceptance Date, such Selections to be made in strict accordance with the provisions and procedures therefor set out herein.
- (c) The Vendor shall be licensed under the HCRA and shall enroll the Dwelling under ONHWPA.
- (d) The Dwelling shall be deemed to be completed and ready for Closing when all interior work has been substantially completed so that the Dwelling may be reasonably occupied, notwithstanding that there remains non-substantial interior or exterior work to be completed, including painting, paving, walkways, decks, driveways, grading, sodding and landscaping, and notwithstanding that the relevant Governmental Authority may not yet have issued any applicable "Occupancy Permit" or "Certificate of Completion". The Vendor may provide signed written confirmation as to occupancy as provided in the Tarion Addendum.
- (e) The Vendor shall provide a digital copy of the legal as-constructed survey to the Purchaser's solicitor as soon as available or at a minimum 10 days prior to Closing.
- (f) The Property and equipment therein or thereon shall be and remain at the Vendor's risk until the Closing Date. If the Property is damaged prior to the Closing Date, any resulting delay shall be considered to be an Unavoidable Delay and the provisions set forth in the Tarion Addendum in respect thereto shall apply.

3.3 Vendor Rights

Notwithstanding anything to the contrary set out in this Agreement, the Vendor shall have the right:

- (a) To make deviations from the plans and specifications relating to the Dwelling, and to substitute other materials for those provided for in the plans and specifications, and the Standard Finishes, provided that such materials are of equal or better quality than the materials provided for in the plans and specifications;
- (b) to install all standard or optional items in such locations as it deems appropriate taking into consideration any onsite building restraints, but using its reasonable commercial efforts to construct the same as close as possible in the locations provided for in this Agreement and the Selections;
- (c) to construct an external elevation for the Dwelling other than as specified in this Agreement, or amend driveway construction, sidewalks, utilities placement, boulevard tree planting, landscaping, corner lot fencing design and finish (including the location of such corner lot fencing), exterior colour schemes, or any other material external to the Dwelling (all of which is hereinafter referred to as the "**Amended Elevation**") where architectural control of such items have been imposed by a Governmental Authority or adopted by the Vendor to enhance the aesthetics of the community as a whole, and the Purchaser hereby irrevocably agrees to accept the Amended Elevation in lieu of the elevation specified for the Dwelling on Page 1 of this Agreement, and the definition of "Dwelling" herein shall be deemed to be amended accordingly;
- (d) to construct the Dwelling:
 - (i) in an altered orientation upon the Land, provided access to and from the public road is not materially adversely impacted; and/or
 - (ii) on a reverse mirror image plan, including reversal of driveway and garage orientation and reversal of interior floor plan layout; and/or
 - (iii) at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications previously reviewed by the Purchaser, necessitating a sunken floor area(s) within the Dwelling, a step or series of steps to or at the front door, side door, rear door, or any door from the garage to the interior of the Dwelling, or the inclusion of landings, decks and railings, and the Dwelling as so constructed is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation to construct the Dwelling;
- (e) to modify the terms and conditions of sale of any home other than the Dwelling which is available for sale by the Vendor or any related or affiliated person at any time, without notice, in order to address variables including floor plans, elevations, location, orientation, lot sizes, lot configuration, proximity to surrounding elements, lot premiums, financing, features, options, upgrades, colours and/or amenities, timing, included features, market conditions and/or any other factors;
- (f) to alter landscaping, grading, slope and drainage plans, at its discretion and at any time, and where required

by the relevant Governmental Authority, construct swales, slopes, retaining walls, fences or other devices on or for the benefit of the Dwelling or Subdivision;

- (g) to alter any of the Standard Finishes if required to do so to obtain architectural approval or approval by any municipal or Governmental Authority;
- (h) to free and unimpeded access at all reasonable hours to the Property, both before and after Closing, in order to make inspections and do any work or repairs thereon which it may deem necessary;
- (i) to enter upon the Property for the purpose of rectifying, at the Purchaser's expense, any alterations or additions made without written permission of the Vendor after Closing by the Purchaser to any fencing, drainage ditches, grades, elevations, or surveyor's stakes contrary to the municipally approved drainage pattern, or obstructing the natural flow of water from or through the Property;
- (j) to enter upon the Property and remove, at the Purchaser's expense, any fence or fencing modifications, deck, patio, shed, swimming pool, tree, garden, air conditioning unit, driveway alteration or expansion or other similar structure or obstacle upon the Property, installed by the Purchaser before such time as the grading and sodding has been accepted and approved by the relevant Governmental Authority and the Vendor released from its obligations in connection therewith;
- (k) to use any residential unit or vacant land in or near the Subdivision for purposes of model or show homes, sales centers, site offices, signage, storage of construction materials or parking related to the foregoing uses, and may relocate the same in its sole discretion from time to time, and the Purchaser acknowledges that no representations whatsoever have been made by the Vendor as to the location, relocation, number or type of any of the foregoing uses; and
- (l) to enter (or to allow the relevant Governmental Authority(ies), or their respective servants or agents to enter) upon the Property at any time during a period of five (5) years from the Closing Date or until the assumption of the municipal roads and services by the relevant Governmental Authority, whichever is later, at such locations as the Vendor shall determine from time to time, with or without machinery, equipment and vehicles, in order to inspect, repair, maintain, rectify or complete construction of any fences constructed by the Vendor in accordance with municipal requirements, or in accordance with the Vendor's own design plan, or any other aspect of the Subdivision, the Neighboring Properties or the Property, including any grading changes and installation of catch basins, and/or to comply with any applicable laws or regulations in connection therewith, provided that the Vendor shall erect protective fencing as necessary and shall, on completion of such works, restore the Property and the Dwelling, including any landscaping or fencing permitted under this Agreement.

ARTICLE 4 – PURCHASER OBLIGATIONS

4.1 Payment of Purchase Price

- (a) The Purchaser shall pay the Deposits, and all fees, charges and other amounts, including charges for all options and upgrades, as and when due herein. The Purchaser shall pay the balance of the Purchase Price, subject to and together with Adjustments, on Closing.
- (b) The Purchaser shall provide such information respecting the Purchaser as the Vendor or the Vendor's lender may, from time to time require, so as to enable the Vendor or the Vendor's lender to establish the Purchaser's credit worthiness and/or to conduct and/or have conducted credit investigations, and the Purchaser hereby consents to the same being conducted.

4.2 Dwelling Materials and Finishes Selection Process

- (a) Where the Dwelling, or any portion of the Dwelling, has not yet been constructed and for which options, upgrades or colour selections are available and open to the Purchaser within the limits of the plans and specifications for the Dwelling and in accordance with the Selections limitations and restrictions set forth in **Schedule "L"**, the Purchaser shall be requested to attend a meeting or meetings within 75 hours of being notified, at a time and location as determined by the Vendor, for the purpose of selecting certain colours, materials, options and upgrades from the Vendor's samples (collectively, the "**Selections**") as are applicable to the project, model and elevation of the Dwelling. The Vendor advises the Purchaser to review all material provided in advance of the said appointment. The Purchaser shall provide at least 24 hours prior notice to reschedule the said appointment, provided that any rescheduled appointment is within five (5) Business Days of the Vendor's initial notification. Should the Purchaser fail to attend any such meetings or not complete the Selections within the said 5 Business Day period, the Vendor may in its sole discretion make all colour and material selections not made in respect of the Dwelling and such selections made by the Vendor shall be final and binding on the Purchaser.
- (b) Subject to the Selections limitations and restrictions set forth in **Schedule "L"**, if any of the Selections of the Purchaser is not reasonably available during construction, so that the Vendor, when seeking to obtain it, would delay the construction of the Dwelling, or if the Vendor cannot obtain architectural approval for any of the Purchaser's Selections, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve alternate Selections from the samples provided by the Vendor. If the Purchaser has not made (or approved) such alternate Selections within 72 hours following notification by the Vendor, the Vendor may in its sole discretion make all alternate colour and material selections not made in respect of the Dwelling and such selections made by the Vendor shall be final and binding on the Purchaser. Where the Selections which were not available or not architecturally approved were options or upgrades and the Purchaser has not made (or approved) such alternate Selections as provided above, the Vendor may construct the Dwelling using the Standard Finishes in respect of those features. If at the time of Closing, any option or upgrade has otherwise been omitted for any reason, the Vendor shall be entitled at its option to install the option or upgrade in the Dwelling after Closing, or to credit the Purchaser on the Closing Date with the amount the Purchaser paid for such option or upgrade, or to refund such amount subsequent to the Closing Date, and the Vendor's liability shall in all events be limited to the said amount and the Purchaser shall be required to close the transaction.
- (c) The Purchaser agrees that there will be no additions, deletions or changes allowed by the Purchaser to the Selections once finalized, as determined solely by the Vendor. In the event that the Purchaser requests such additions, deletions or changes, the Vendor has no obligation to entertain such requests, but in the event the Vendor agrees to allow such additions, deletions or changes the Purchaser shall be subject to administration fees as determined by the Vendor.
- (d) The Purchaser agrees that certain Standard Finishes listed in **Schedule E** may, at the option of the Vendor, be deleted where any of the Selections of the Purchaser replace or prevent the inclusion of the said standard feature or features. The Purchaser acknowledges and agrees that there shall be no reduction in the Purchase Price or

credit for any such standard feature or finish so deleted.

- (e) Subject always to the provisions of ONHWPA, if for any reason whatsoever this Agreement is not completed, the Purchaser will be liable for payment of any options and upgrades installed in the Dwelling, and all amounts paid by the Purchaser to the Vendor pursuant to this Paragraph shall be retained by the Vendor unless required to be refunded under ONHWPA. The Purchaser further agrees that if this Agreement is not completed as a result of a Purchaser Default, and the Vendor deems it necessary to return the Dwelling to the Standard Finishes or to remove any options or upgrades specifically ordered or chosen by the Purchaser and already installed by the Vendor, then the Purchaser will pay to the Vendor, on demand, the cost of returning the Dwelling to the Standard Finishes.
- (f) The Purchaser acknowledges and agrees that it may be subject to the Selections limitations and restrictions as set forth by its initials in **Schedule "L"** and that notwithstanding anything else contained in this Agreement, the Purchaser acknowledges and agrees that in the event of any conflict between the other terms of this Agreement and Schedule "L", if the Purchaser has initialed one of the Stages in **Schedule "L"**, **Schedule "L"** shall be paramount with respect to the Purchaser's options and ability to make the Selections.

4.3 Pre-Delivery Inspection Process

- (a) The Purchaser shall, within five (5) Business Days of being notified, meet at the Dwelling with a representative of the Vendor at a time to be agreed upon with the Vendor, to inspect the Dwelling (the "**Pre-Delivery Inspection**") to verify that it has been substantially completed in accordance with the provisions of this Agreement. The Purchaser shall complete and execute the Tarion form of "Certificate of Completion and Possession" (the "**PDI Certificate**") during the Pre-Delivery Inspection. Issuance of the PDI Certificate by the Vendor shall be effected by completion and execution thereof by the Vendor and by delivery thereof to the Purchaser or to the Purchaser's representative at the Pre-Delivery Inspection, or if the Purchaser has failed to attend the Pre-Delivery Inspection, the Vendor is authorized to complete the inspection, and leave the PDI Certificate in the Dwelling at the time of the scheduled Pre-Delivery Inspection. If, for any reason, the PDI Certificate is not available at the time of the Pre-Delivery Inspection and is otherwise not reasonably available prior to the Closing Date, the Purchaser agrees to complete the transaction in any event and to sign the PDI Certificate after Closing upon request. Should the Purchaser fail to be available or not attend a scheduled Pre-Delivery Inspection, the Vendor shall be entitled to complete and execute the PDI Certificate on behalf of the Purchaser.
- (b) The Purchaser acknowledges and agrees that only the Purchaser(s) herein named or, upon notice in writing to the Vendor, an alternative designate authorized in accordance with ONHWPA, will be allowed to attend the Pre-Delivery Inspection.
- (c) The Purchaser acknowledges that the Vendor shall provide to the Purchaser, at the time of the Pre-Delivery Inspection, a New Home Manual (from the Vendor) and a Homeowner Information Package (from Tarion). The Purchaser acknowledges that any warranty claims shall be submitted in writing as per the Tarion guidelines and also in the required format and procedure.
- (d) The Purchaser acknowledges that the Pre-Delivery Inspection is the only opportunity that the Purchaser will have to visit and inspect the Dwelling prior to Closing and that if the Purchaser is arranging independent mortgage financing, any applicable lenders or their appraisers, inspectors or authorized representatives will not have access to the Dwelling other than at the time of the Pre-Delivery Inspection. Said representatives shall comply with the Vendors Health and Safety policy and shall sign in at the Vendor's site office and shall wear at a minimum safety shoes and hardhat.
- (e) If there is any deficient or uncompleted work remaining at the time of the Pre-Delivery Inspection, such items shall be listed on the Vendor's Pre-Delivery Inspection form and/or the PDI Certificate, both of which the Purchaser agrees to sign.

4.4 Purchaser Covenants

The Purchaser covenants:

- (a) that the Purchaser, and his/her agents, invitees and licensees shall not enter on, upon or into the Property or the Subdivision prior to Closing, or do, or permit to be done, any work and/or supply any material to the Property before Closing, and the Purchaser shall pay for the removal and reinstatement in respect of any such works, and shall indemnify and save harmless the Vendor and those for whom it is in law responsible, from any action, cause of action, claim, suit, cost, demand, damage and/or loss which may be caused and/or contributed to by the Purchaser, or any of his/her friends, relatives, invitees, workmen and/or agents who enter into and/or on the Property, or the Subdivision whether with or without the express or implied authorization of the Vendor;
- (b) to maintain after Closing any catch basins, fences, landscaping or landscaping entry features erected or installed by the Vendor upon the Property;
- (c) to immediately and adequately water new sod laid upon the Land and maintain the sod from the Closing Date or from the date that the sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard;
- (d) not to interfere with any water box(es) situate on the Property, and, after acceptance of the works in the Subdivision by the relevant Governmental Authority and release of the Vendor from its obligations in respect thereof, to consult with and obtain the approval of the Vendor and/or the applicable Governmental Authority prior to commencing any such work;
- (e) not to interfere with and/or alter any drainage ditches, grades, elevations, or surveyor's stakes contrary to the municipally approved drainage pattern, nor to obstruct the natural flow of water through or from the Property, without written permission of the Vendor, which may be arbitrarily withheld;
- (f) not to erect any retaining walls, fences, decks, patios, sheds, swimming pools, trees, gardens, landscaping, air conditioning units or other similar structures or obstacles upon the Property, or alter or expand the driveway, or alter the grading for one (1) year from the Closing Date, or until such time as the grading and sodding has been accepted and approved by the relevant Governmental Authority and the relevant Governmental Authority has released the Vendor from its obligations in connection therewith and in connection with the Subdivision generally, whichever is later;

and agrees that, any breach of the above covenants by the Purchaser shall render the Purchaser liable for any and all losses, damages and/or costs which may arise as a result thereof, including any and all amounts expended by the Vendor pre- or post- Closing to correct, rectify and/or remedy any damage caused by the Purchaser, and those for whom it is in law

responsible, to any services, utilities, installations, or equipment installed within the Subdivision including survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting and/or underground services installed by and/or on behalf of the Vendor and/or any public and/or private utility and/or company, and any such breach shall, unless prohibited by applicable law, negate any express or implied warranty with respect to any portion of the Property which is damaged, destroyed, or otherwise affected as a result of such breach by the Purchaser and relieve the Vendor of all obligations to the Purchaser in respect of grading and landscaping on the Property where the erection of a structure or fence contrary to the above has impeded physical access, without affecting its rights to access as provided herein; and further covenants:

- (g) to execute on Closing any required appliance rental agreement, if and when requested to do so by the Vendor or the supplier or manufacturer of such appliance, where the said equipment located in the Dwelling is Rental Property;
- (h) to enter into an agreement with the supplier of hydro services to the Property (the "Hydro Supplier") on or before the Closing Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Hydro Supplier prior to the Closing Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Closing Date;
- (i) to ensure, after Closing and in respect of the property taxation year in which Closing occurs, that the Property is properly assessed for property tax purposes and to take such steps as may be necessary therefor by way of appeal or otherwise in respect of any Notice of Assessment forwarded by the appropriate authority relating to occupancy of the Property;
- (j) to execute any grant or grants of easement or other rights, as more particularly described in Subparagraph 5.1(b) below in respect of the Property required by any Governmental Authority, public or private utility, or the Vendor, during a period of five (5) years from the Closing Date;
- (k) to accept on Closing a Transfer/Deed of Land or other registered document containing the following provision (or such reasonable alternative wording as may be required by any governmental entity):

"Subject to, and reserving unto the Transferor and any person or corporation affiliated with the Transferor, for a period of five (5) years from the date of registration of the Transfer/Deed of Land from the Transferor to the Transferee and at such locations on the Property as the Transferor or such person or corporation affiliated with the Transferor shall determine from time to time, the right to access the Property, with or without machinery, equipment and vehicles, and/or to excavate parts of the Property as required by the Transferor in order to complete any necessary construction and/or to comply with any applicable laws or regulations in connection with construction activities on lands adjoining or in the vicinity of the Property; provided that only if applicable the Transferor shall erect protective fencing as necessary and shall, on completion of construction, restore the property and the Dwelling, including any permitted landscaping or fencing. The Transferor, its successors and assigns, its servants or agents and such person or corporation shall have reasonable access to the property for such purposes"; and

- (l) not to object to or appeal any application for official or secondary plan amendment, re-zoning, minor variance, severance, subdivision, and/or site plan approval submitted by the Vendor or any affiliate or related entity with respect to all or any part of the Subdivision, or respecting all or any part of any adjacent plan or plans of subdivision and/or other adjacent lands being or to be developed by the Vendor or any affiliate or related entity, and the Purchaser shall accept the Property and be bound by the official or secondary plan amendment, re-zoning, minor variance, severance, subdivision, and/or site plan as submitted by the Vendor and approved by the relevant Governmental Authority, as may be amended or replaced from time to time, without abatement or set-off.

4.5 Purchaser Acknowledgments

The Purchaser acknowledges and agrees that:

Dwelling

- (a) except where the Purchaser is purchasing a model home, where the Dwelling was constructed and complete, or near completion, on the Acceptance Date, or as specifically acknowledged by the Purchaser in **Schedule "L"**, the Purchaser has purchased the Dwelling on the basis of the plans and specifications for the Dwelling which the Purchaser has reviewed and accepted, which were available at the Vendor's sales office and dated as at or prior to the date of execution of this Agreement by the Purchaser. Where the Purchaser has acknowledged the stage of construction in **Schedule "L"** or is purchasing a model home or where the Dwelling was constructed and complete, or near completion, at the time of the execution of this Agreement by the Purchaser, the Purchaser acknowledges that it has purchased the Dwelling on the basis of an actual viewing and inspection thereof, such Dwelling being sold and purchased on an "as is, where is" basis (other than in respect of the Warranties, and any options and upgrades agreed to in writing by the Vendor in accordance with the processes set out herein) and subject to the Selections limitations and restrictions as set forth in **Schedule "L"**;
- (b) the Purchaser will accept the Property together with the Warranties and:
 - (i) the Warranties constitute the only warranties to which the Purchaser is entitled under this Agreement, at law or in equity and there are no other warranties whatsoever by the Vendor or any affiliate or related entity, officer or director thereof, whether express or implied, as to the Property or as to the construction of any improvements on or under the Property, and any duty in tort related to the Property is expressly waived by the Purchaser;
 - (ii) except for the "Freehold Delayed Closing Warranty" provided under ONHWPA, the Warranties commence on Closing or the date the Purchaser takes possession of the Property, whichever is earlier;
 - (iii) any defects covered by the Warranties shall be reported immediately in writing;
 - (iv) the Vendor shall only be obliged to repair defects actually covered by the Warranties and for which it is responsible, and any applicable limitation periods at law or in equity shall continue to run notwithstanding any work which may be undertaken to remedy the defect;
 - (v) the Purchaser will receive from the Vendor, or in the Dwelling at the time of the Pre-Delivery Inspection, a "Homeowner's Manual" containing details of the Warranties and applicable care and maintenance requirements in respect of the Property, and the Vendor shall not be responsible for any problems or defects

caused by failure to follow the requirements set forth in the said "Homeowner's Manual";

- (vi) there may be warranties or extended warranties provided by manufacturers or suppliers of goods installed in or on the Property ("**Third Party Warranties**") which will be passed on to the Purchaser to the extent the same may be assignable; and
- (vii) the Vendor is not responsible for any Third Party Warranties, and the Purchaser shall deal directly with the providers of the Third Party Warranties and assumes and shall be responsible for complying with any warranty registration and notification requirements relating thereto;
- (c) without limiting the generality of the foregoing, the Vendor's sales representatives, property managers and construction site employees do not have authority to authorize any work and/or supply of any material to the Property by the Purchaser, and his/her agents, invitees or licensees, contrary to this Agreement;
- (d) the Vendor shall not be obliged to build the Dwelling, or compensate the Purchaser, or perform any repairs relating to the Warranties to any other standard or criteria except in accordance with ONHWPA, and the relevant building codes and fire codes of the relevant Governmental Authority(ies) with jurisdiction over the Property;
- (e) a copy of any required occupancy permit or certificate of completion may not be available for delivery to the Purchaser at the time of Closing, but shall be delivered to the Purchaser within a reasonable time after receipt thereof by the Vendor from the relevant Governmental Authority;
- (f) as a condition of occupancy of the Dwelling, the Vendor may be required to supply and install certain appliances (the "Rental Property"), and the Rental Property, and any other equipment identified elsewhere in this Agreement as leased or rented:
 - (i) is not included in the Purchase Price;
 - (ii) shall remain chattel property and not become a fixture or part of the Dwelling; and
 - (iii) is owned by the Vendor's designated supplier of the Rental Property which shall have a registrable security interest therein;
- (g) the hot water heater to be installed in the Dwelling will be a rental unit, rented by the Purchaser from the Rental Supplier pursuant to a rental agreement (the "Rental Agreement") a copy of which is attached hereto as Schedule "J". By entering into this Agreement, the Purchaser does hereby enter into the Rental Agreement with the Rental Supplier;
- (h) the Vendor's model homes contain features, finishes, decorations and chattels that are not intended to be included in the Dwelling or under this Agreement unless expressly stated in this Agreement, and that all promotional and other material (including sketches, broker preview packages, plans, renderings and drawings related to the Dwelling, the model homes and subdivision areas in the vicinity of the Property) are of a conceptual nature only, and that the Vendor may in future amend its plans from time to time in any manner whatsoever, including rezonings, plan amendments, or minor variances in respect of the land in the vicinity of the Property for multiple-residential housing or otherwise;
- (i) materials and colours in respect of Dwelling features and finishes and Selections will be as close as possible but not necessarily identical to the Vendor's samples, and in particular:
 - (i) variations in colours, shades of colours, and textures of materials may occur in finishing materials such as, but not limited to marble, ceramic tile, broadloom, bathroom fixtures, cabinetry, paint, stain, brick and shingles, and that it is normal for veins and/or small cracks to develop in natural stones such as marble, granite and agglomerates, and the Vendor is not responsible therefor; and
 - (ii) wood products such as, but not limited to, cabinet doors, stairs, railings, pickets and wood floors, are a natural product and hence there will be variation in the grain, colour, texture and finish within the same piece of wood and surrounding pieces of wood and the Vendor is not responsible therefor;
- (j) the electrical outlet locations in the Dwelling shall be installed pursuant to the electrical code and may vary from unit to unit unless otherwise specified as an option by the Purchaser;
- (k) framing-in of heating and/or plumbing pipes and other rough-in work may result in bulkheads and boxed corners not otherwise indicated on the plans and/or specifications for the Dwelling and may vary from unit to unit;
- (l) sales prices are not determined based on unit square footages, but are based on a variable pricing schedule within any given project, and each home within a project, including the Dwelling, is unique due to a number of variables, including floor plan, elevation, location, orientation, size of lot, configuration of lot, proximity to surrounding elements, lot premiums, financing, features, options, upgrades, colours and/or amenities;
- (m) square footages quoted in all brochures, price lists, and all other material (including plans and specifications) prepared by the Vendor or on the Vendor's behalf in respect of the Dwelling, or any other unit, are quoted only as a convenience to potential purchasers and are approximate;
- (n) any property taxes quoted by the Vendor at or for the purposes of an adjustment therefor at Closing, are an estimate only of the property taxes for the then current year, and that the Purchaser's lending institution may request a higher monthly payment in the first year; and
- (o) the relevant Governmental Authority may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor, and which shall be entirely the responsibility of the Purchaser;
- (p) the Purchaser shall be responsible for ensuring that the Property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appealing, or otherwise, in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the Property;
- (q) if there is any water leakage into the basement of the Dwelling or any other loss, cost and/or damage which the Vendor is required to repair and/or rectify under ONHWPA, the Vendor shall in no event be liable for any consequential, incidental or secondary damages related thereto including consequential, incidental or secondary damages to any improvements, fixtures, furnishings or personal property of the Purchaser;

- (r) immediately following Closing, the Purchaser shall have assumed responsibility for all aspects of the Property including insurance therefor, payment of property taxes and all utility, telephone and cable accounts and services, and (subject to the statutory warranties prescribed by ONHWP) maintenance and repairs to the Property and its infrastructure, and the Vendor may recover any payment made by it for or on behalf of the Purchaser for any time period after Closing in respect of the above. Such infrastructure and services include, without limitation, survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting and/or underground services installed by and/or on behalf of the Vendor and/or any public and/or private utility and/or company;

Subdivision and Exterior Elements

- (s) landscaping, grading, slope, and drainage plans may be altered by the Vendor at its discretion at any time, and that any ravine or other lots may contain specific building restrictions relating to the location of buildings and restrictions or prohibitions relating to the location of other structures, including swimming pools;
- (t) it is the Purchaser's sole responsibility to confirm with the relevant Governmental Authority if a pool can be installed on the Land, and the Vendor makes no representations in this regard;
- (u) buildings and structures in the Subdivision, including the Dwelling, including projections therefrom, may encroach upon registered easements and the Purchaser shall accept any encroachments affecting the Dwelling provided that the Transferee of the easement confirms in writing that any such encroachments may continue, or the Vendor provides a certificate to such effect in lieu of such Transferee confirmation;
- (v) lot and building dimensional differences may occur on similar house types or models due to a variety of on-site variables and municipal or Governmental Authority requirements;
- (w) no representations whatsoever have been made by the Vendor or any other person to the Purchaser as to the location, relocation, number or type of any model or show homes, sales centers, site offices, signage, storage of construction materials or parking;
- (x) there may not be any door-to-door mail service by Canada Post, but instead, Canada Post may provide "Community Mailboxes" at locations away from the Property and the Purchaser may have to pick up its mail as required by Canada Post should the Community Mailbox not be installed prior to the Closing Date, and Purchasers are encouraged to contact Canada Post prior to Closing for further direction;
- (y) certain tasks such as grading, paving, sodding, exterior painting and/or repair are weather dependent and cannot be undertaken or completed until weather conditions permit, so that at the time of Closing:
- (i) grading, paving, sodding, exterior painting and/or repair of the Property may be incomplete;
 - (ii) roads in the Subdivision may not yet contain base course asphalt;
 - (iii) driveways and or laneways in the Subdivision, including any on the Property, may not have yet been paved;
 - (iv) landscaping may not have been completed for the Property or elsewhere in the Subdivision,
- and the Vendor will complete the same after the Closing Date in accordance with its schedule of work from time to time, weather and other conditions permitting, but for greater certainty failure to complete all exterior work or non-substantial interior work shall not be deemed to be a failure to complete the Dwelling and the Purchaser shall have no right to refuse to close or request any holdback or deduction on the Closing Date for incomplete work;
- (z) the Vendor may be required to incorporate low impact development features such as infiltration trenches throughout the subdivision. Infiltration trenches will be included throughout the subdivision in the rear yards of various lots and may be in the rear lot of the Property. It will be the Purchaser/tenants responsibility to ensure the long term maintenance and cleaning of such infiltration trenches to ensure proper drainage. Any grading within the rear yard, such as swales that carry stormwater to the infiltration trenches cannot be altered.
- (aa) the Vendor may be required to undertake certain planting upon the Property for the benefit of the Subdivision, and in some cases this work will be done after Closing;
- (bb) the Vendor does not warrant the quality or health of existing trees on the Property and subject to any municipal requirement to do so in respect of the development of the Subdivision, will not remove, replace or treat any trees existing thereon;
- (cc) the Property or the area adjacent to or upon boulevards in the vicinity of the Property, may contain fire hydrants, mail boxes, gas lines, telephone / electrical / cablevision and/or other underground service equipment, or other municipal services or apparatus, including catch basins, transformers, pedestals, service boxes, poles, street lighting and appurtenances relating thereto, all at such locations as the applicable utility or Governmental Authority or the Vendor may require from time to time, and the Purchaser further acknowledges that the initial placement of the foregoing is not necessarily final, and may be relocated on or near the Property prior to Closing at the option of the Vendor;
- (dd) the Purchaser has reviewed the landscape plan as maybe displayed in the Vendor's sales office which may illustrate proposed location for street features including, streetlights, community mailboxes, and transformer locations, utility locations, utility pedestals and acknowledges that the said landscape plan has been prepared and provided by the Vendor on behalf of the various utility companies and if such utility companies determine changes or alterations are required which result in such features being placed upon or adjacent to the Property, the Purchaser agrees that the Vendor shall not be held liable for such alterations nor shall the Purchaser be entitled to any form of compensation or abatement in respect thereof;
- (ee) the Subdivision may contain public open space zones abutting lots, which spaces are intended to remain as much as possible in their natural state, and neither the Vendor nor the relevant Governmental Authority shall be held responsible for any inconvenience or nuisance which may present itself as a result of any such natural preserve;
- (ff) natural settlement of the driveway on the Property is likely to occur, and settlement due to soil disturbances may occur around the Dwelling, the walkways, utility lines, and sodded areas, and the Purchaser shall be solely responsible therefor after Closing (or in the case of sod and driveway settlement, after the later of the Closing Date or the date the sod or driveway is completed), and the Vendor is not responsible for any damage to the Dwelling by reason of any such settlement;

- (gg) provided that lot grading has been completed in accordance with municipally approved grading control plan, the Purchaser is estopped both from objecting or requiring any amendments thereto and acceptance of construction, siting of dwelling, grading and amendments to the plans by the required municipal or authorized agencies shall constitute conclusive acceptance thereof by the Purchaser; and
- (hh) the Property is contained within an existing or proposed Registered Plan of Subdivision and/or Reference Plan, and the final size, configuration and slope of the Land, the location of the Dwelling, easements, landscaping features, street names, catch basins, transformers, pedestals, hydrants, street lights, and such equipment and facilities as the relevant Governmental Authority and utility companies may require from time to time, may not be finally determined until the date of Closing or, if applicable, subsequent thereto.

Optional Net Zero Ready Dwelling

- (ii) The Vendor may offer the Purchaser the option to upgrade the Dwelling (subject to additional costs to be paid by the Purchaser) to be constructed in a manner to be net zero ready and capable in the future of supporting solar PV panels. The Vendor may also offer the Purchaser the option to upgrade the Dwelling (subject to additional costs to be paid by the Purchaser) with the installation of solar PV panels. Both of these upgrades shall be subject to an amendment executed by the Purchaser and the Vendor should the Vendor determine that an upgrade to a net zero ready home or the installation of solar panels is to be offered. Should the Vendor and the Purchaser enter into an amendment with respect to the upgrade for a net zero ready home or the installation of solar PV panels, the Purchaser acknowledges and agrees that the Vendor makes no representations or warranties that the manner in which the Dwelling has been constructed meets all existing or future requirements of the local utility provider. If the Purchaser chooses only to upgrade for a net zero ready home, no solar PV panels will be installed in the Dwelling by the Vendor. Where solar PV panels are being installed by the Purchaser after Closing, the Purchaser will need to review the addition of solar PV panels with the utility provider prior to panels being installed and comply, at its sole own costs, with any requirements of the utility provider. If the Purchaser chooses to upgrade for a net zero ready home and the installation of solar PV panels, the Purchaser acknowledges and agrees that the Vendor makes no representations or warranties that the Purchaser will be able to sell electricity from the Dwelling to the local utility provider. All approvals and agreements between the Purchaser and the local utility provider are subject to the terms, conditions and approvals of the local utility provider in its sole discretion.

ARTICLE 5 – CLOSING MATTERS

5.1 Title to Property

- (a) The Purchaser shall be entitled to a good and marketable title in fee simple to the Property free from all encumbrances except the Permitted Encumbrances.
- (b) The following encumbrances shall be permitted against title to the Property (the “**Permitted Encumbrances**”) and the Purchaser shall accept and assume the same on Closing:
 - (i) any municipal by-law;
 - (ii) any subdivision, site plan, and/or development agreement or other agreement with any municipal, regional or other Governmental Authority and/or public and/or private utility, including any Record of Site Condition and/or Certificate of Property Use relating to the Property and/or Subdivision;
 - (iii) any easement, license, reservation of rights, encroachment agreement or restriction, covenant or condition that runs with the land (including the restrictive covenants and community restrictions as may be contained in this Agreement) as may exist or be imposed on the Property by any municipal, regional and/or provincial authority, any utility, any neighbouring owner, and/or the Vendor (or by the owner of the Property if not the Vendor), whether the same are registered on title prior to or after the Closing Date, contained in the transfer of Property to the Purchaser, and/or contained in any subdivision agreement, provided the same have been complied with;
 - (iv) any and all temporary and permanent easements, rights-of-way and/or licenses which may be required by:
 - (A) the Vendor (or by the owner of the Property if not the Vendor);
 - (B) any Governmental Authority; and/or
 - (C) any public and/or private utility, telephone company and/or cable company; including easements, rights-of-way, and/or licenses required, in order to:
 - (D) enable compliance to be made with the provisions of any subdivision and/or other agreements affecting the Property;
 - (E) enable the Vendor, its agents and/or representatives, the relevant Governmental Authority and/or any public or private utility to enter upon the Property for the purpose of re-grading and/or rectifying grading, repairing sanitary sewers and/or water mains, installing piping, catch basins, grates, electrical, cable, gas and/or other public and/or private utilities as may be necessary; and/or
 - (F) enable the Vendor, its agents and/or representatives to enter upon the Property to make inspections and/or to do any work or repairs to the Property which it or they may deem necessary;
 - (v) any easements or other rights or benefits, whether specific or blanket, in favour of any property or properties adjoining or adjacent to the Property (the “**Neighboring Properties**”) for the purposes of maintenance, repair and/or replacement of any structure or component of the Neighboring Properties, which rights may include a restriction in favour of any Neighboring Properties having a common wall with the Dwelling, prohibiting painting of the exterior of the Dwelling any colour other than its present colour or otherwise changing the appearance thereof without the prior consent in writing of such adjoining owner, all of which rights may or may not be reciprocally registered in favour of the Property;
 - (vi) the reservations, limitations, provisions and conditions, if any, expressed in any original grant from the Crown; and
 - (vii) any defects or irregularities of title which are of a minor nature and will not in the aggregate materially affect the validity of title to or value of the Property.
- (c) The Purchaser acknowledges that the Vendor may not be the registered owner of the Lands or the Property

on the Closing Date and that title to the Property may be conveyed by someone other than the Vendor. The Purchaser agrees that any representations, warranties, agreements, covenants and obligations contained in this Agreement or flowing from any document delivered pursuant to this Agreement, are those of the Vendor and not those of the registered owner of the Property, if different from the Vendor. The Vendor covenants to and with the Purchaser to cause the registered owner of the Property to convey the same on the Closing Date.

- (d) The Purchaser shall not be entitled to call for the production of any title deed, abstract or other evidence of title, or any evidence of compliance by statutory declaration or otherwise and the Vendor shall not be obliged at Closing or thereafter to obtain a release of any such documents or matters. The Purchaser shall be allowed until the date which is twenty-one (21) days prior to the Closing Date to examine the title and off-title matters in respect of the Property at the Purchaser's own expense, and to satisfy itself as to the Permitted Encumbrances, all title matters, work orders, deficiency notices, and to submit any valid objections to title. If a discharge and/or release of any mortgage, charge and/or other encumbrance in favor of a financial institution which is not to be assumed by the Purchaser on Closing is not available on the Closing Date, the Purchaser agrees to accept, as a full and complete answer to any requisition with respect thereto, the Vendor's solicitor's undertaking to obtain a discharge and/or release of such mortgage, charge and/or other encumbrance as against the Property, in registerable form, and to register the same on title within a reasonable time following the Closing Date. A discharge and/or release of any mortgage or charge in favor of a third party other than a financial institution which is not to be assumed by the Purchaser on Closing shall be made available by the Vendor on the Closing Date. Should the Purchaser submit an objection which the Vendor is unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate negotiations in respect of such objection, be null and void and, subject to Paragraph 4.2(e), that portion of the Deposits which has to that point been paid shall be returned to the Purchaser without interest and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any loss, costs and/or damages. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.
- (e) The Purchaser acknowledges and agrees that this Agreement and the Permitted Encumbrances may contain numerous covenants intended to run with the lands and bind future owners of the Property. To that end, the Purchaser agrees to execute an undertaking on Closing to comply with all such covenants affecting the Property and to obtain a similar covenant in any purchase agreement entered into between the Purchaser and any subsequent purchaser, whether or not the relevant covenant to be performed is in the Transfer given to the Purchaser on the Closing Date.

5.2 Transfer of Property

- (a) The Purchaser shall notify the Vendor's solicitors within 30 days after the Acceptance Date or 30 days prior to the Closing Date, whichever is earlier, as to the manner in which the Purchaser will be taking title to the Property as well as the name and address of the solicitor acting on behalf of the Purchaser. If the Purchaser fails to give such notification, the Vendor's solicitors shall be entitled to draw the Transfer to the Purchaser as described herein, and if there are multiple parties comprising the Purchaser, the Transfer will show them as joint tenants. Any requested changes by the Purchaser as to the title on the Transfer after the said timeframe shall be subject to an administration fee as set out in **Schedule I** attached hereto.
- (b) The Transfer and all other registerable documents in respect of the Property, save for any documents relating to the Purchaser's financing, will be prepared in the TER system by the Vendor's solicitor at the Purchaser's expense at the rate set out in **Schedule I** attached hereto, and shall be registered on the Closing Date by the Purchaser's solicitor at the Purchaser's expense.
- (c) The Transfer shall contain, or shall be subject to, such reservations, covenants and restrictions as the Vendor shall require in order to comply with the provisions of this Agreement or any Permitted Encumbrance.
- (d) Prior to Closing the Purchaser shall retain a lawyer who is both an authorized user of the TER system and in good standing with the Law Society of Upper Canada to represent the Purchaser on the completion of this transaction. The Purchaser shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitors in the form recommended from time to time by the Law Society of Upper Canada (the "DRA") with a Release Deadline (as defined therein) of 4:00 p.m. (EST or EDT as applicable) and establishing the procedures and timing for completing this transaction, to be executed or otherwise acknowledged by the Purchaser's solicitor and returned to the Vendor's solicitors before the Closing Date. Failure by the Purchaser's lawyer to provide the required deliverables on or before 4:00 p.m. on the Closing Date shall be subject to the Administration Fee set forth in Schedule I with respect to a request by the Purchaser to delay the Closing Date.
- (e) The Purchaser and Vendor agree that the delivery and exchange of documents and/or money and the release thereof to the Vendor and the Purchaser, as the case may be:
- (i) shall not occur contemporaneously with the registration of the Transfer (and any other registerable documents); and
 - (ii) shall be governed and held in strict accordance with the DRA.

5.3 Occupancy

- (a) Subject to and in accordance with the occupancy provisions of the Tarion Addendum, the Purchaser shall be responsible for obtaining from the relevant Governmental Authority such confirmation as the Purchaser may require to confirm that any necessary inspections have been completed and passed in respect of the Purchaser's occupation of the Dwelling. At the option of the Vendor, the Purchaser will not be permitted to enter, occupy, or take possession of the Property until the applicable Governmental Authority consents. The Vendor shall have the right, but not the obligation, to defer the Closing Date until said consent to occupancy is obtained. In this regard, the Purchaser is advised that it would be prudent to make flexible moving arrangements in the event that the applicable Governmental Authority does not grant such consent thereby necessitating a deferral of the Closing Date. There shall be no holdback or deduction on Closing for any uncompleted work, and no separate undertaking to complete work or to obtain an occupancy permit or certificate of completion shall be required on Closing, the Vendor's obligations in this respect being otherwise contained within this Agreement.
- (b) After registration of the Transfer/Deed in accordance with the DRA, keys for the Dwelling will be available for pick up by the Purchaser at the construction site office, the address of same to be provided on or before Closing. Alternatively, the Vendor may decide in its sole discretion to deliver the keys for the Dwelling to the Purchaser's solicitor prior to the Closing and to be held by the said solicitor on the terms hereinafter set forth. The Purchaser agrees that in the event that keys are delivered to the Purchaser's solicitor, the solicitor will hold the keys for the Dwelling until the Closing of the transaction and the transfer of title registered in accordance with the DRA, after which the Purchaser is authorized to obtain the key from the Purchaser's solicitor. Provided however if the

Purchaser's solicitor has previously released keys in connection with another buyer's transaction with the Vendor or any affiliate or related entity contrary to the foregoing provisions, the keys will not be delivered to such solicitor but to the Vendor's solicitor and it will then be the Purchaser's responsibility to obtain such keys after Closing from the Vendor's solicitor.

- (c) The Purchaser shall contact all appropriate utilities in writing no less than 21 days prior to the Closing Date to advise of their billing information, and shall arrange fire insurance in respect of the Property at the Purchaser's own expense, effective from the Closing Date and shall provide evidence of satisfactory coverage to the Purchaser's mortgage lender in accordance with the requirements of such lender or its solicitors.

ARTICLE 6 – GENERAL

6.1 Tender

To the extent permitted by law, the Purchaser hereby waives any requirement for personal tender on Closing. The parties agree that an effective and legally valid tender shall be deemed to have been made by the Vendor upon the Purchaser either:

- (a) when the Vendor's solicitor has:
- (i) caused all closing documents to be delivered to the Purchaser's solicitor or to the solicitor's office in accordance with the provisions of the DRA, by hand delivery or by fax or email transmission;
 - (ii) advised the Purchaser's solicitor or the solicitor's office, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of the Agreement;
 - (iii) advised of the pick-up location or delivered keys in accordance with Paragraph 5.3(b) above; and
 - (iv) has completed all steps required by the TER system 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 and, if the Transfer has been sufficiently completed by the Purchaser's solicitor, has electronically "signed" the "completeness signatory" for the Transfer,
- all without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the said documents or keys, and without any requirement to have an independent witness evidencing the foregoing; OR
- (b) when the Vendor or its solicitor, or a representative of either of them, attends at the applicable Land Registry Office for the Property at 3:30 p.m. (EST or EDT as applicable) on the Closing Date and for a period of one half hour is ready, willing and able to close.

6.2 Purchaser Default and Vendor Remedies

- (a) The Purchaser shall be deemed to be in default (a "**Purchaser Default**") under this Agreement if:
- (i) the Purchaser fails to make any payment of any amount as and when due under this Agreement, including where any cheque provided by the Purchaser to the Vendor (post-dated or otherwise) is returned uncashed for any reason by the Purchaser's bank, trust company, credit union, or other financial institution;
 - (ii) the Purchaser fails to perform any obligation or breaches any condition set out in this Agreement (including the schedules thereto) as the responsibility of the Purchaser to perform or observe, and the said failure or breach is not cured or rectified within 5 days of receipt or deemed receipt of notice thereof provided by the Vendor to the Purchaser at the address for service set out on Page 2 of this Agreement (which notice is deemed to be received on the date described under the Tarion Addendum for delivery and receipt of notices); or
 - (iii) the Purchaser files any petition seeking any relief against creditors, is adjudged bankrupt or insolvent, or if the ability of the Purchaser to perform its obligations hereunder has been materially adversely affected by an encumbrancer taking possession of all or any part of his/her property or assets.
- (b) Where the Purchaser has committed a Purchaser Default the Vendor shall be entitled, in addition to any other right, cause of action or remedy which the Vendor may have under this Agreement, at law or in equity:
- (i) to terminate this Agreement, resulting in the forfeiture and release to the Vendor of:
 - (A) any right, title and interest of the Purchaser in the Property, if any;
 - (B) that portion of the Deposits which to that point had been paid, together with all monies paid to the Vendor with respect to options and upgrades ordered by the Purchaser and with respect to customization of the Dwelling; and/or
 - (ii) to recover from the Purchaser all outstanding amounts herein, and all fees, charges, costs, losses and damages arising out of the Purchaser Default; and/or
 - (iii) to choose to treat this Agreement as subsisting in full force and effect and to charge the Purchaser all costs, losses and damages arising out of the Purchaser Default and such other fees or charges as are applicable and provided for in any provision of this Agreement and/or in **Schedule I** attached hereto.
- (c) No failure by the Vendor hereto to insist upon the strict observance or performance of any provision in this Agreement or to exercise any right or remedy arising as a result of the breach thereof, and no acceptance of any amount while such breach is continuing, shall constitute a waiver of such provision or breach. No conduct by the Vendor or its agents or employees, or any consent or waiver, express or implied, by the Vendor to or of any default by, the Purchaser in the performance by the Purchaser of its obligations hereunder shall be effective unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other default.

6.3 Disputes

- (a) Any dispute arising out of this transaction prior to Closing, or any dispute arising out of this transaction after Closing in circumstances expressly set out under ONHWPA as provided by Tarion, shall be governed by the applicable dispute resolution provisions under ONHWPA.

- (b) Where any dispute arises out of this transaction after Closing in circumstances which are not subject to the dispute resolution provisions of ONHWPA, or in respect of which Tarion declines to be involved, the Vendor shall have the option in its sole discretion to terminate this Agreement and to require a re-conveyance of the Property, upon paying to the Purchaser by certified cheque the total of all sums paid by the Purchaser pursuant to this Agreement, except for HST, and all sums paid by the Purchaser on account of municipal realty taxes on the Property. The said option may be exercised by the Vendor by giving notice to the Purchaser by prepaid registered mail at any time within 365 days after the date the Vendor determines that the dispute arose, or within 365 days after the date the Vendor determines that ONHWPA is either inapplicable or that Tarion is not involved in the issues under dispute, whichever period is later. The Purchaser, if in possession, will vacate and re-convey the Property to the Vendor or as the Vendor shall direct within 20 Business Days of notice to re-convey being given to the Purchaser, and will pay to the Vendor on account of the Purchaser's period of possession, a sum calculated at a yearly rate of 10% of the Purchase Price. The Purchaser will be responsible for any damage caused to the Property during the Purchaser's period of possession, reasonable wear and tear excluded, and agrees that no claim for damages, compensation or other relief will accrue to or be pursued by the Purchaser, and hereby constitutes this provision as a full release, waiver and estoppel of any such claim. For greater certainty, the parties acknowledge that these provisions shall not apply to any matter governed by ONHWPA during the period of time that any such matter may be subject to the dispute resolution mechanisms established thereunder.

6.4 No Registration of Agreement

The Purchaser covenants and agrees not to give, register or permit to be registered, any encumbrance or lien against the Property prior to Closing, nor to register notice of this Agreement, or any Caution in respect thereof, or any other document, on title to any portion of the Vendor's property including the Property. The Purchaser hereby irrevocably appoints the Vendor, notwithstanding any termination of this Agreement, as the Purchaser's agent and attorney in fact and in law to cause the removal of any registration made contrary to this Paragraph, and all expenses in connection therewith shall be immediately payable by the Purchaser. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's solicitor's fees on a full indemnity basis). The Purchaser acknowledges and agrees that any and all mortgages, charges and other financial encumbrances which affect the Property shall have full priority over the Purchaser's right to and interest in the Property to the full amount of the said mortgage, charge and other financial encumbrance notwithstanding any law or statute to the contrary, and the Purchaser shall execute all acknowledgments and postponements which the Vendor may require to give effect to the same.

6.5 Assignment

- (a) The Purchaser covenants not to sell, list for sale, advertise for sale, entertain any offers to sell, nor assign the Purchaser's interest under this Agreement or in the Property, nor directly or indirectly permit any third party to list or advertise for sale the Property, at any time on or before Closing.
- (b) The Purchaser shall not be entitled to assign this Agreement or any portion thereof without the prior written consent of the Vendor, which consent may be arbitrarily withheld. Unless the Vendor has previously consented to any assignment by the Purchaser in accordance with this Paragraph, the Vendor will not be required to comply with any Direction delivered to it on or before Closing purporting to direct the Vendor to convey the Property to any person, corporation or other entity other than the Purchaser as described in this Agreement. Any offering for sale, sale, assignment or attempted assignment including listing or advertising for sale, of this Agreement or the Property shall constitute a breach of this covenant.
- (c) The Purchaser acknowledges and agrees that the Vendor and each of its successors and assigns shall be entitled to assign this Agreement at any time, and from time to time, without the consent of or notice to the Purchaser, and in the event of any such assignment the Vendor and/or its successors and assigns executing such assignment shall be released from all obligations under this Agreement.

6.6 Amendment

This Purchase Agreement cannot be terminated or modified or amended except by a written document executed in writing by the parties, or by a written letter or letters by the parties' solicitors, or as set out in the Tarion Addendum.

6.7 Insurance

All buildings and equipment on the Property shall be and remain at the risk of the Vendor until Closing. If there should occur an event which causes an Unavoidable Delay, the rights & obligations of the parties to this Agreement shall be governed by the Tarion Addendum.

6.8 Non-Merger

All of the covenants, warranties, terms and conditions contained in this Agreement on the part of or to be performed by the Purchaser, and the rights conferred upon the Vendor hereunder, shall survive Closing and shall remain in full force and effect notwithstanding the transfer of title to the Property to the Purchaser.

6.9 Residency

The Vendor represents that it is not a non-resident of Canada for the purposes of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), and that spousal consent is not necessary to complete this transaction under the provisions of the *Family Law Act*, R.S.O.1990 c. F-3.

6.10 Notice

- (a) Any notice required to be given under this Agreement shall be delivered in accordance with the provisions of the Tarion Addendum.
- (b) The Purchaser acknowledges and agrees that the Vendor shall be entitled to use as the address for delivery of any notices hereunder the address for the Purchaser set out on Page 2 of this Agreement, and that address shall constitute the only address for notice to the Purchaser until the Purchaser duly notifies the Vendor of any change thereto.
- (c) The Purchaser acknowledges that the subdivision agreement entered into between the Vendor and the relevant Governmental Authority or other agreements affecting the title to the Property may require the Vendor to register covenants against the title to the Lands and/or to provide the Purchaser with certain notices,

including land use, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the relevant Governmental Authority as requiring notification to the Purchaser in respect of the use and enjoyment of the Property. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgment containing such notice if and when requested to do so by the Vendor.

6.11 Acknowledgement of Independent Legal Advice

The Purchaser acknowledges that the Purchaser has had the opportunity to review this Agreement prior to entering this Agreement and that independent legal advice has been obtained with respect to the nature of the Agreement and the Schedules attached hereto during this period or has been waived by the Purchaser. The Purchaser further acknowledges that they fully understand the nature, content and effect of the Agreement and Schedules and that the Agreement has been executed freely and voluntarily and not under any undue influence.

6.12 Electronic Transmission

The Vendor and Purchaser agree that all offers, counter-offers, notices, releases, waivers and other documents with respect to this Agreement may be sent and received by facsimile or similar electronic transmissions and the use of electronic signature, including DocuSign, pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time shall be permitted and communication by such means shall be legal and binding. Each of the parties will provide executed original counterparts to the other party within a reasonable time afterward.

**Freehold Form
(Tentative Closing Date)**

Property THE HEIGHTS OF
HARMONY LOT #

Statement of Critical Dates
Delayed Closing Warranty

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

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

VENDOR MINTO (HARMONY ROAD) LP BY ITS GENERAL PARTNER MINTO(HARMONY ROAD) GP INC
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:

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 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:

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:

2. Notice Period for a Delay of Closing

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

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

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

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

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

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:

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 _____

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 MINTO (HARMONY ROAD) LP BY ITS GENERAL PARTNER MINTO (HARMONY ROAD) GP INC

Full Name(s) B60038 600-4101 YONGE STREET

HCRA Licence Number 416-977-0777 Address TORONTO ONTARIO M2P 1N6

Phone City Province Postal Code

Fax Email* CUSTOMEREXPERIENCETEAM@MINTO.COM

PURCHASER

Full Name(s)

Address City Province Postal Code

Phone

Fax Email*

PROPERTY DESCRIPTION

2466 Harmony Road North

Municipal Address Oshawa ON L1H 0J9

City Province Postal Code

Part of Lot 5, Concession 5, City of Oshawa, Regional Municipality of Durham being Parts 1, 2, 3, 4, and 5 on

Short Legal Description Plan 40R-29936

Number of Homes in the Freehold Project 243 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

If yes, the nature of the confirmation is as follows: _____

Approval of Functional Servicing and Stormwater Management Report through Draft Plan of Subdivision Approval

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

- (c) A building permit has been issued for the Property. Yes No
- (d) Commencement of Construction: has occurred; or is expected to occur by the 1 day of Nov, 2022.

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

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

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

Freehold Form (Tentative Closing Date)

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

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

Freehold Form (Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

Freehold Form (Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

Freehold Form (Tentative Closing Date)

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

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

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

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

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

“**Outside Closing Date**” means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4. “**Property**” or “**home**” means the home including lands being acquired by the Purchaser from the Vendor. “**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

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

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.

Description	Agreement Paragraph Reference, if applicable	Fee
Non-Sufficient Funds (NSF) or Returned Cheque	Paragraph 6.2, Schedule A	\$350 + HST (per occurrence)
Purchaser Amendments to Agreement	Paragraph 2.4 (q), Schedule A, Paragraph 5.2 (a), Schedule A, Paragraph 4.2 (c), Schedule A	\$500 + HST (per occurrence)
Purchaser Amendments to Agreement	Paragraph 4.2 (c), Schedule A	\$1,000 + HST (per occurrence)
Purchaser changes in form of funds tendered	Paragraph 2.4, Schedule A	\$75 + HST (per occurrence)
Vendor Solicitor fees for Purchaser failure to provide timely information	Paragraph 6.2, Schedule A	\$350 + HST
Cost to supply, install and connect any check or consumption meters or submeters for gas, cable, telephone, hydro and water	Paragraph 2.4 (f), Schedule A	\$650 + HST (per meter)
Administrative fee to bring agreement to good standing after Purchaser Default	Paragraph 6.2, Schedule A	\$1,000 + HST per occurrence
Purchaser delay of Closing Date	Paragraph 3, Page 1 of Agreement	\$350 + HST per day of delay
Cancelled options or upgrades	Paragraph 2.2(a), Schedule A	15% cost of options and upgrades cancelled + HST
Removal/ repair/ reinstatement re unauthorized Purchaser additions	Paragraph 4.4 (a), Schedule A	Cost of removal plus 15% + HST
Vendor solicitors' preparation of Transfer and closing documents	Paragraph 5.2 (b), Schedule A	\$250 including HST
Additional Copy of Agreement	Paragraph 2.4, Schedule A	\$50 + HST
Insufficient notice to re-schedule design centre appointment	Paragraph 4.2(a), Schedule A	\$150

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.

<i>Description</i>	<i>Agreement Paragraph Reference</i>
Any additional options and/or upgrades specifically ordered or chosen by the Purchaser in respect of the Dwelling	Paragraph 2.2 (a), Schedule A to the Agreement
Realty Taxes, local improvement charges, water and assessment rates, gas and hydro accounts	Paragraph 2.4(a), Schedule A to the Agreement
Increased HST or other governmental taxes applicable	Paragraph 2.4(b), Schedule A to the Agreement
The amount of any HST Rebates credited in calculating the Purchase Price but for which the Purchaser does not qualify for on the Closing Date	Paragraph 2.4(c), Schedule A to the Agreement
The cost of enrolling the Dwelling with Tarion	Paragraph 2.4(d), Schedule A to the Agreement
The cost of the Vendor obtaining a license from HCRA or enrolling the Dwelling with the HCRA	Paragraph 2.4(h), Schedule A to the Agreement
Any applicable Development Levy Increase	Paragraph 2.4(e), Schedule A to the Agreement
The cost for water service to the Closing Date	Paragraph 2.4(g), Schedule A to the Agreement
The cost of the Vendor planting tree(s) on the Property	Paragraph 2.4 (i), Schedule A to the Agreement
Rental cost of any Rental Property (if applicable to the Dwelling)	Paragraph 2.4 (j), Schedule A to the Agreement
Any sums owing with respect to the tenancy of the Purchaser in a building owned by any affiliate of the Vendor	Paragraph 2.4 (k), Schedule A to the Agreement
Any cost or credit resulting from any selection, reselection or omission of options, upgrades, materials or colours	Paragraph 2.4 (l), Schedule A to the Agreement
Costs to remove or discharge any registration or lien caused to be registered by the Purchaser in respect of the Dwelling or the Property	Paragraph 2.4 (m), Schedule A to the Agreement
Interest in respect of any amount, payment and/or adjustment due and payable to the Vendor in this Agreement that is not made and/or paid on the said date due	Paragraph 2.4 (n), Schedule A to the Agreement
Costs to correct, rectify and/or remedy any damage caused by the Purchaser to any services, utilities, installations, or equipment installed within the Subdivision	Paragraph 2.4 (o), Schedule A to the Agreement
Any or all losses, damages and/or costs which may arise as a result of a breach by the Purchaser of the covenants set out in Subparagraphs 4.4 (a)-(f)	Paragraph 2.4 (p), Schedule A to the Agreement
Costs to correct, rectify and/or remedy any damage caused by the Purchaser to any services, utilities, installations, or equipment installed within the Subdivision	Paragraph 2.4 (q), Schedule A to the Agreement
Generally, and to the extent not otherwise set out above, all costs, losses and damages arising out of a Purchaser Default	Paragraph 2.4 (r), Schedule A to the Agreement



The Purchaser acknowledges and agrees that the Property shall be subject to the following conditions and restrictions, and the Purchaser shall comply with and perform the same as applicable:

- The Purchaser is advised that for the proposed lots adjacent to Open Space Blocks 144, 145 and 146, the Purchaser shall comply with a homeowners/landowners package which identifies the natural heritage and hazard features and efforts that landowners can undertake in order to protect and preserve these significant features.
- The Purchaser is advised that door-to-door mail delivery will not be provided in this subdivision. A Canada Post Community Mail Box may be located within the boulevard area of the road allowance adjacent to or near some lots. The locations are subject to change by Canada Post Corporation in consultation with the City at anytime without notice.
- The Purchaser is advised of the following development charges related to the development, subject to change prior to closing:

<i>DCs as of July 1, 2021</i>	Singles	Townhouses
City of Oshawa	\$25,510	\$20,553
Region of Durham	\$35,050	\$28,230
DDSB	\$2,849	\$2,849
DCDSB	\$1,686	\$1,686

- The Purchaser is advised that Enbridge and/or TransCanada Pipeline may own and operate a pipeline(s) within a pipeline right of way on the Draft Plan of Subdivision. As a result, there are conditions that apply to various activities over the pipeline right of way that must be approved by Enbridge and/or TransCanada Pipeline.
- In no event shall Enbridge and/or TransCanada Pipeline be liable to the Developer, landowner(s) and/or Purchaser for any losses, costs, proceedings, claims, actions, expenses or damages (collectively "Claims") the Developer, landowner(s) and/or Purchaser may suffer or incur as a result of or arising out of the presence of Enbridge and/or TransCanada Pipeline pipeline(s) and/or operations on the pipeline right of way. The Developer, landowner(s) and/or Purchaser shall be responsible for all costs and expenses incurred to install, repair, replace, maintain or remove the Developer's, landowner(s) and/or Purchaser's installations on or near the pipeline right of way and shall indemnify and save harmless Enbridge and/or TransCanada Pipeline from all Claims brought against, suffered or incurred by Enbridge and/or TransCanada Pipeline arising out of the activities of the Developer, landowner(s) and/or Purchaser in respect of the development or arising out of the presence, operation or removal of the Developer, landowner(s) and/or Purchaser installations on or near Enbridge's and/or TransCanada Pipeline's pipeline right of way.

NOISE ATTENUATION PHASE 1:

Warning Clauses

- Purchasers/tenants of the following Lots and Blocks (units) are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.

Lots 10 and 14;
Lots 21 and 22;
Lots 38 and 39;
Block 59 (unit 1);
Block 60 (unit 7)
- Purchasers/tenants of the following Lots and Blocks (units) are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment:

Block 55 (units 6 and 7);
- Purchasers/tenants of the following Lots and Blocks (units) are advised that the unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment.

Lots 1 to 10;
Lots 14 and 15;
Lots 21 and 22;
Lots 38 and 39;
Lots 51 to 54
Block 55 (units 3,4,5 and 6)
Block 59 (unit 1)
Block 60 (unit 7)
Block 63 (all units);
Block 64 (all units)
- Purchasers/tenants of the following Lots and Blocks (units) are advised that unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment.

Block 55 (unit 7)

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials

WARNING CLAUSES

Noise Warning Clauses - General

1. Purchasers/tenants are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, and may on occasion interfere with some activities of the dwelling occupants.
2. Purchaser/tenants are advised that due to the proximity to the future commercial/industrial developments, sound levels from their activities may at times be audible.

ADDITIONAL REQUIREMENTS

Pursuant to the Agreement of Purchase and Sale, the Purchaser hereby acknowledges and agrees to the following which shall survive the closing of the Agreement of Purchase and Sales.

1. The Vendor may, from time to time, re-enter the land to grade and/or re-grade the land as required and that the grading is a matter of contract between the Vendor and the Purchaser and the Purchaser will not, without obtaining the Vendor's approval, alter the grading of the lot.
2. Purchaser undertakes that all responsibilities of the Vendor, under The City of Oshawa proposed Subdivision Agreement (the "**Subdivision Agreement**") and/or the Site Plan Agreement to be entered into, which affect the property shall be fulfilled including the provisions of municipal services and grading of the lot.
3. There will be several types of housing in the subdivision.
4. Open space and stormwater management ponds, if any, in the subdivision will be left in a natural condition with minimum maintenance or no grass cutting.
5. The subdivision agreement includes warning clauses advising the City of Oshawa, property owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of any new school construction nor a guarantee that public school accommodation will be provided within the subject plan.
6. Some streets will have sidewalks on both sides while others will have them on only one side or not at all and the location of sidewalks may change.
7. Some streets in this subdivision will be extended in the future and temporary access road will be closed.
8. There may be catchbasins or utility easements located on some lots in this subdivision.
9. Door-to-door mail delivery will not be provided in this subdivision. A Canada Post Community Mail Box may be located within the boulevard area of the road allowance adjacent to or near some lots. The locations are subject to change by Canada Post Corporation in consultation with the City at anytime without notice.
10. Some lots and development blocks may be affected by noise by adjacent roads, railways, industries or aircraft and warnings will apply to purchasers.
11. Notices of Subdivision Agreements, Site Plan Agreements and other agreements made between the Vendor and The Regional Municipality of Durham and The Corporation of the City of Oshawa will be registered against the lands and the Purchaser agrees to abide by same.
12. A Record of Site Condition regarding the Provincial Guidelines for residential use will be required by The Ministry of the Environment.
13. The location of bike lanes and bike routes are subject to change at any time without notice.



AGREEMENT OF PURCHASE AND SALE

SCHEDULE "D" DWELLING FLOOR PLAN(S), LOT PLAN AND SIDEWALK AND FENCING DETAIL

The floor plan(s), elevation sketch(es), lot plan(s) side walk detail(s) and/or fencing detail(s) attached to this Schedule comprise those available as at the Acceptance Date in respect of the Dwelling and/or the adjacent lands, and are provided for information purposes only, and do not constitute representations or warranties by the Vendor in respect thereof other than as expressly provided in the Agreement. The construction or completion of the Subdivision and Dwelling, and delivery thereof, shall remain subject to the terms, conditions, changes and amendments set out in Schedule A to the Agreement, including without limitation, the possibility that the Dwelling may be constructed in the reverse image or other configuration. Where any portion of the attached plan(s) or sketch(es) is inconsistent with the Dwelling and/or Subdivision plans and specifications approved by the relevant Governmental Authority or with the actual built form of any Dwelling which was under construction at the Acceptance Date, such municipally approved plans and specifications or built form, as applicable, shall govern.

SAMPLE

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials



For more than 65 years, Minto Communities has earned an excellent reputation for building high quality homes and has created a legacy of building superior communities. As an industry leader, Minto Communities continues to incorporate energy saving innovations in all of our new homes while providing outstanding floorplans and exterior designs.

ARCHITECTURAL FEATURES

- The Heights of Harmony by Minto Communities features attractive architecturally designed elevations, created to include a mix of exterior material types and varieties as per model plans. All elevations, exterior colours, and materials are architecturally controlled to produce a complementary streetscape.
- A pleasing mix of architectural styles have inspired the home designs at The Heights of Harmony, including Modern Farmhouse and Period Revival/Tudor, as per applicable plan.
- High quality exterior materials may include a combination of brick, stone, quality siding, durable shingles, decorative columns, frieze boards, etc. as per elevations.
- Low maintenance pre-finished aluminum soffits, fascia, eaves troughs and downspouts installed, as per elevation.
- Self-sealing architectural shingle roof with 25 year warranty.
- Black coach lamps and/or soffit pot lights to front porch/garage as per model type.
- Municipal address numbers installed on front elevation.
- Quality insulated front entry door with a vinyl frame, shall receive a quality satin nickel grip set and smart lock for your family's added security.
- Premium quality steel insulated sectional roll-up garage door(s) equipped with heavy-duty springs and long life steel rust resistant door hardware.
- Convenient direct access from garage to home via an insulated metal door complete with safety door closure with Powerbolt deadbolt where shown on plans only, and where grade permits only.
- Main level ceiling height of approximately nine (9) feet and second level ceiling height of approximately eight (8) feet. Basement ceiling height of approximately eight (8) feet, except where low headroom areas or bulkheads are required for mechanical and electrical services.
- 100 amp electrical panel with breaker switches.
- Three (3) exterior electrical outlets are included; one on porch, one in garage, and one at rear of house.
- Poured concrete foundations include an exterior plastic drainage layer for extra protection.
- Poured concrete basement floor with floor drain and weeping tiles where applicable.
- Precast concrete walkway slabs from driveway to front porch.
- Poured concrete front porches, where applicable, may also receive poured in place concrete front steps where required by grading.
- Asphalt paved base and top-coat driveway to the width of the garage.
- Two (2) exterior water faucets; one in garage and one at rear of house.
- Professionally graded and sodded lot per approved grading plans except driveway, front walkway, rear steps and treed areas, where applicable.

HEALTH, WELLNESS AND SUSTAINABLE FEATURES

- The homes at The Heights of Harmony are designed to help support physiological and psychological health through the use of natural materials, connections to nature throughout the community, open concept layouts, and maximized exposure to natural light.
- Targeting ENERGY STAR® for New Homes certification to ensure a highly efficient come that offers increased comfort and quality. Homes shall receive inspections and an air tightness test from a Third Party inspector.
- Vinyl Low-E Argon coloured casement windows on all elevations, excluding basement windows which will receive sliders, where applicable. Large windows provide maximized natural daylighting throughout the interior living spaces of the home. All operating windows are to receive screens.
- HRV (heat recovery ventilator) promotes healthier interior air quality by exhausting stale indoor air and replacing it with fresh outdoor air. Heat from the expelled air is captured and used to pre-temper the incoming fresh air.
- High-performance gas fired heating system ensures the home performs efficiently and provides optimal comfort. Homes include a line set for future air conditioning.
- All heating/cooling supply ducts are sealed to promote tight and efficient ductwork. Professional duct cleaning included prior to closing.
- High-efficiency MERV 8 air filter.
- High-efficiency hot water heating system (rental).
- LED lighting throughout. Energy efficient, long lasting, mercury-free and low maintenance.
- Integrated 18" under counter kitchen waste/recycling station, as per applicable plan.
- Water efficient plumbing fixtures to provide superior performance and efficiency.
- Empty conduit connection in garage for easier installation of future Electric Vehicle (EV) charging.
- Interior wall surfaces in finished areas are sanded, primed and finished in high quality, low volatile organic compound (VOC), washable matte paint, helping to improve indoor air quality. Choice of one colour throughout from Minto Communities Level 1 standard selections.
- Superior 2" x 6" exterior walls feature R22 insulation with an additional R5 rigid insulation installed on the exterior, offering strength, stability, and increased thermal comfort.
- Townhomes will have a staggered stud demising wall constructed with two (2) sheets type-x drywall on either side for increased fire rating and reduced sound attenuation.
- Constructed using an engineered floor system that will reduce construction waste, floor squeaks, shrinkage and twisting and will provide a more comfortable and quieter home. Landings and sunken areas may be dimensional lumber.

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials



- All windows and doors are installed and sealed with expanded foam and caulked, providing increased thermal comfort.
- Attics feature R60 insulation.
- R31 spray foam insulation to exterior exposed ceilings with livable floor areas above. Spray foam insulation provides a superior air seal and greater comfort compared to traditional batt insulation.
- Full height R20 blanket insulation (approx. 6" above finished floor) on exterior concrete walls in unfinished basements.

SMARTER LIVING FEATURES

- Enercare Smarter Home Essential Package includes:
 - Smarter Home Hub
 - Smarter Home Thermostat
 - Smarter Home HVAC Performance Monitoring
 - Smarter Home Water Leak Sensor
 - One (1) Enercare Smarter Home Door Lock
 - One (1) Enercare Smarter Home Video Doorbell
- Purchaser allowance of four (4) high speed CAT 5 rough-in locations (for phone or Internet use) and an allowance of one (1) RG6 (wide bandwidth) cable rough-in location.
- Purchaser allowance of one (1) USB port outlet.
- Spacious walk-in closets offer a double hanging clothes rod, and generous linen closets offer wired shelving, as per applicable plan.
- Rough-in central vacuum system terminating in unfinished areas for future connection.
- Electrical outlet(s) in garage ceiling for future garage door opener(s).

LIVING AND SLEEPING AREA FEATURES

- Smooth ceilings in kitchen, bathrooms, powder room and finished laundry room; sprayed stipple ceiling with 4" smooth perimeter border in all other areas.
- Choice of ceramic tile from Minto Communities Level 1 selections in foyer, powder room, kitchen, servery, finished laundry room, mudroom and bathrooms, as per plan. Excludes mechanical and unfinished areas.
- Stained pre-finished oak 2-1/2" strip flooring from Minto Communities Level 2 selections throughout main level, as per plan. Excludes tiled areas.
- Quality 35oz Green-Label+ broadloom in basement rec room, second floor hallways, and all bedrooms from Minto Level 1 selections, as per plan.
- Carpeted stairs with stained oak stringers and stained finish oak handrail with choice of stained finish colonial or square style oak pickets and posts.
- Choice of colonial approximately 4" baseboards with approximately 2-3/4" casing from Minto Communities Level 1 standard selections on all windows, doors, closets and archways throughout, to be painted white.
- Choice of two-panel smooth or roman smooth 6'-8" interior white painted swing doors from Minto Communities Level 1 selections throughout.
- Interior doors to include satin nickel lever hardware from Minto Communities Level 1 standard selections. Privacy locks included on all bathroom doors and primary bedroom door.
- Sliding glass patio door to rear, complete with screen, as per applicable plan.
- Heavy-duty 220V electrical outlet provided for laundry dryer, with vent provided to exterior.
- Plastic white laundry tub, as per applicable plan.
- Light fixtures provided in the basement rec room, kitchen, living room, dining room, den, laundry room, hallways, staircase, all bedrooms and walk-in closets, as per applicable plan.

KITCHEN FEATURES

- Designer cabinetry including extended upper cabinets (approximately 39" height), a convenient bank of drawers, and flush breakfast bar on kitchen islands, as per applicable plan. Choice of cabinetry finishes and hardware from Minto Communities Level 1 selections.
- Choice of laminate countertop from Minto Communities standard selections.
- Double basin stainless steel sink with single lever faucet and convenient pulldown spray.
- Heavy-duty 220V electrical outlet for electric stove.
- Stainless steel hood fan with 6" exhaust vented to the exterior.

BATHROOM & ENSUITE FEATURES

- Designer cabinetry including a vanity drawer in the primary bedroom ensuite, as per applicable plan. Choice of cabinetry finishes and hardware from Minto Communities Level 1 selections.
- Choice of laminate countertop from Minto Communities standard selections in all bathrooms.
- Mirror above sink in all bathrooms and powder room.
- Chrome bathroom accessories to include towel bar and toilet tissue dispenser.
- Primary bedroom ensuite includes a walk-in shower with ceramic wall tile to ceiling height from Minto Communities Level 1 selections, tiled shower base and framed glass enclosure.
- Primary bedroom ensuite includes a luxurious 5' freestanding tub, as per applicable plan.
- Main bath and secondary ensuite include an acrylic soaker tub with ceramic wall tile to ceiling height from Minto Communities Level 1 selections.
- Water saving single lever faucets and shower heads and pressure balanced temperature controlled shower valves included.
- White plumbing fixtures and premium high-efficiency toilets throughout to save water and money on utility bills. Powder room to receive white pedestal sink.
- ENERGY STAR® exhaust fan vented to the exterior in all bathrooms, powder room, and laundry room, as per applicable plan.
- Wall mount light fixture installed above each sink in all bathrooms and powder room.



STANDARD LOT (STD) CONDITIONS

Where standard typical conditions are applicable the following features are included:

- Up to 3 precast concrete risers up to the front of the home.
- Up to 3 precast concrete steps from the rear to grade.

LOOK OUT BASEMENT (LOB) CONDITIONS

Where Look Out Basement (LOB) conditions are applicable the following features are included in the applicable premium:

- Larger rear vinyl Low-E Argon casement basement windows where grade permits (changes to window size will be determined during construction by grade condition).
- Low maintenance pressure treated deck off main floor with steps to grade.
- Additional brick or siding as applicable from concrete foundation at rear.
- NOTE: look out conditions may alter the location of basement windows.

WALK OUT BASEMENT (WOB) CONDITIONS

Where Basement Walk Out (WOB) basement conditions are applicable the following features are standard and included:

- Larger rear vinyl Low-E Argon casement basement windows.
- Low maintenance pressure treated deck off main floor.
- Additional brick or siding as applicable from concrete foundation at rear.
- Patio door from basement directly below matching door from rear of main level includes four (4) precast concrete patio slabs.
- Additional rear light to patio door and additional exterior electrical outlet on basement level.
- Relocated exterior water faucet to basement level.
- Grade below the rear deck shall receive stone (where applicable).



The Purchaser is reminded of the provisions of Paragraph 6 on Page 1 of this Agreement ("No Other Representations"). The Vendor recommends that the Purchaser read and understand the entire Agreement before signing. The Purchaser is further advised to take this Agreement to his/her solicitor and/or financial institution immediately upon execution hereof as the Vendor will not grant any extensions of the Purchaser Condition Period (defined below).

PURCHASER CONDITION(S):

Where applicable in accordance with the italicized wording below, the Purchaser's obligation to complete this Agreement shall be conditional until 4:00 p.m. on the date which is five (5) days from the date of execution of the Agreement by the Purchaser (the "**Purchaser Condition Period**") to allow the Purchaser:

- (a) to review the terms of this Agreement with his/her solicitor (the "**Solicitor Review Condition**");
- (b) to obtain mortgage financing in respect of the purchase of the Property (the "**Purchaser Financing Condition**").

The Solicitor Review Condition shall be deemed to have been waived by the Purchaser unless the Purchaser or his/her solicitor sends notice terminating this Agreement in writing to the Vendor before the end of the Purchaser Condition Period.

The Purchaser Financing Condition shall be deemed to have been waived by the Purchaser unless the Purchaser delivers to the Vendor in good faith a signed letter from the Purchaser's financial institution stating that the Purchaser has requested financing in respect of the purchase of the Property under the Agreement and such request has been denied.

Where the Purchaser waives the above conditions or the conditions are deemed waived, this Agreement shall continue in full force and effect. Where the Purchaser terminates this Agreement before the end of the Purchaser Condition Period in accordance with the above required notice or letter, this Agreement shall be null and void and any of the Deposits paid to the Vendor by the Purchaser shall be returned to the Purchaser in full without interest, deduction or penalty and neither party shall have any further obligation to the other. This condition is included for the benefit of the Purchaser and may be waived by him/her at any time prior to the end of the Purchaser Condition Period.

The above conditions shall only be effective upon and in the event the Vendor's initials appear below, and in the absence of such initials shall be null and void and the Agreement shall be read as if the text of such condition had been deleted herefrom.

Purchaser Initials

VENDOR CONDITION(S):

Where applicable in accordance with the italicized wording below, the Vendor's obligation to complete the Agreement shall be conditional:

1. for a period of 20 Business Days from the date of receipt by the Vendor of the Purchaser's financial, credit and personal information required to be provided by the Purchaser to the Vendor under the Agreement including without limitation the information used on Schedule "G" (the "**Purchaser Resources Condition Period**"), for the Vendor to satisfy itself in its sole and absolute discretion that the Purchaser has the financial resources to complete the transaction described in the Agreement; and
2. for the period set out in the Tarion Addendum for the Vendor's Early Termination Condition regarding the Vendor's financing (the "**Vendor Financing Condition Period**"), for the Vendor to arrange financing for the development and construction of the project or portion thereof containing the Property, on terms satisfactory to the Vendor in its sole and absolute discretion.

The above Vendor conditions shall be deemed to have been waived by the Vendor unless the Vendor or its solicitor sends notice terminating the Agreement in writing to the Purchaser or its solicitor before the end of either the Purchaser Resources Condition Period or the Vendor Financing Condition Period, as applicable. Where the Vendor waives the above conditions or the conditions are deemed waived, this Agreement shall continue in full force and effect.

Where the Vendor terminates this Agreement before the end of the Vendor Financing Condition Period in accordance with the above, this Agreement shall be null and void and any of the Deposits paid to the Vendor by the Purchaser shall be returned to the Purchaser in full without interest, deduction or penalty and neither party shall have any further obligation to the other. Where the Vendor terminates this Agreement before the end of the Purchaser Resources Condition Period and the Vendor received the Purchaser's financial, credit and personal information required to be provided by the Purchaser to the Vendor in the time period and under the terms set out in the Agreement, this Agreement shall be null and void and any of the Deposits paid to the Vendor by the Purchaser shall be returned to the Purchaser in full without interest, deduction or penalty and neither party shall have any further obligation to the other. Where the Vendor terminates this Agreement before the end of the Purchaser Resources Condition Period and the Vendor **did not receive** the Purchaser's financial, credit and personal information required to be provided by the Purchaser to the Vendor in strict accordance with the Agreement, including **Schedule G**, this Agreement shall be deemed terminated and the Vendor shall have the rights and remedies set out in the Agreement in respect of a Purchaser Default.

The above conditions are included for the benefit of the Vendor and may be waived by it at any time prior to the end of the applicable condition periods set out

The Purchaser acknowledges that the Vendor may or may not require the above Vendor Conditions for any particular project or Dwelling type. The above conditions shall only be effective upon and in the event the Vendor's initials appear below, and in the absence of such initials shall be null and void and the Agreement shall be read as if the text of such condition had been deleted herefrom.

Purchaser Initials



PURCHASER FINANCING

1. The Purchaser shall, within 14 Days of the Acceptance Date, provide to the Vendor such financial, credit and personal information as shall be required by the Vendor to conduct the necessary investigations to verify the Purchaser's creditworthiness and, either:
 - (a) a mortgage commitment signed by a lending institution or other mortgagee acceptable to the Vendor in its sole discretion (a "**Lender**"), on the Lender's letterhead and with an approval date and an expiry date of the approval, confirming that the Lender will be advancing funds to the Purchaser sufficient to pay the balance of the Purchase Price due after Deposits received; OR
 - (b) other evidence satisfactory to the Vendor in its sole discretion that the Purchaser will have available sufficient funds to pay the balance due on Closing.
2. Within 10 Days of request by the Vendor, the Purchaser shall provide the Vendor with updated financial, credit and personal information and any and all documents or evidence listed above at any time prior to the Closing Date.

SAMPLE

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials



Provided that the Purchaser is not, or has not been, in default of any of the Purchaser's obligations pursuant to the terms of the Agreement, the Schedules attached thereto, any Amendments and/or Addendums thereto, including but not limited to, payment of all Deposits at the times and in the amounts therein stated, then the Vendor agrees to provide to the Purchaser the "Incentives" and "Extras" outlined below, if applicable. Should the said Incentive or Extra be in monetary form, such amount will not attract or be subject to HST and shall be credited on the final statement of adjustments on the Close Date. Incentives and Extras have no cash surrender value and are not transferable. All promotions are offered for a limited period and are subject to change without notice. No substitutions are allowed.

In the event of a default by the Purchaser under the terms of the Agreement, the Schedules attached thereto, any Amendments and/or Addendums thereto, the Vendor's obligation to provide the said Incentives and/or Extras as described in this Schedule shall be at an end, without limiting the Vendor's rights and remedies as set out in Schedule A to the Agreement. The Vendor reserves the right to substitute alternative materials and fixtures of equal or better quality. Specifications and conditions are subject to change without notice.

INCENTIVES & EXTRAS	
	PRICE (Incl. HST)

Dated:

SAMPLE

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule. Where no "Incentives" and/or "Extras" are described in the above table or are marked with "None", or this Schedule is not initialed by the Purchaser AND the Vendor, this Schedule shall be null and void and the Agreement shall be read as if the text of such Schedule had been deleted therefrom.

Purchaser Initials	Vendor Initials



Subject always to the Vendor's rights set out in Paragraph 6.2 of the Agreement, where the Vendor elects to allow the Purchaser an amendment to the Agreement, or waives a minor breach in accordance with Paragraph 6.2, the following administrative fees shall be paid in addition to any other costs, expenses or damages in connection therewith by the Purchaser to the Vendor, or to the Vendor's solicitors (where applicable), in accordance with the detailed provisions set out in the Agreement in respect thereof, by certified funds or adjustment on Closing, at the Vendor's option:

Description	Agreement Paragraph Reference, if applicable	Fee
Non Sufficient Funds (NSF) or Returned Cheque	Paragraph 6.2, Schedule A	\$500 +HST (per occurrence)
Amendments to Agreement requested prior to completion of Vendor Conditions and related Tarion time periods (incl. design options changes)	Paragraph 2.4(m), Schedule A, Paragraph 5.2(a), Schedule A	\$1,000 +HST (per occurrence)
Amendments to Agreement requested after completion of Vendor Conditions and related Tarion time periods (incl. late title name changes)	Paragraph 4.2(c), Schedule A	\$1,000 (per occurrence)
Tendered payment administrative fee	Paragraph 2.4, Schedule A	\$75 + HST (per payment)
Change by purchaser in form of funds tender (incl. change from cheques to wire transfer, swapping of deposit cheques, etc.)	Paragraph 2.4, Schedule A	\$75 + HST (per occurrence)
Vendor solicitor fees for Purchaser failure to provide information to Vendor solicitor in timely fashion, including any information required under Schedule G as applicable	Paragraph 6.2, Schedule A	\$350 + HST
Cost to supply, install and connect any check or consumption meters or submeters for gas, cable, telephone, hydro and water	Paragraph 2.4(f), Schedule A	\$650 + HST (per meter)
Administrative fee to bring Agreement to good standing after Purchaser Default	Paragraph 6.2, Schedule A	\$1,000 + HST (per occurrence)
Purchaser requested delay of Closing Date	Paragraph 3, Page 1 of Agreement	\$350 + HST (per day of delay)
Cancelled options or upgrades due to default payment	Paragraph 2.2(a), Schedule A	15% of cost of options and upgrades cancelled + HST
Compensation for removal/repair/reinstatement re unauthorized Purchaser works and materials	Paragraph 4.4(a), Schedule A	Cost of removal plus 15% + HST
Vendor solicitors' preparation of Transfer and closing documents	Paragraph 5.2(b), Schedule A	\$250 + HST
Additional Copy of Agreement	Paragraph 2.4, Schedule A	\$50 + HST
Insufficient notice to re-schedule design centre appointment	Paragraph 4.2(a), Schedule A	\$150 + HST

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials



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AGREEMENT OF PURCHASE AND SALE

**SCHEDULE "J"
RENTAL AGREEMENT**

***** SEE ATTACHED *****

SAMPLE

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials

Water Heater Model:

Radiant Quattro

Current Calendar Year Rental Rate:

\$39.99 / mth

1. Commitment. “Our”, “us” “we” or “Enercare” means Enercare Home and Commercial Services Limited Partnership. Our commitment to you, our rental customer, (“you”, “your” or “customer”), is to provide you with a reliable, trouble-free water heater in accordance with this Residential Water Heater Rental Agreement (the “**Agreement**”). The water heater (“**Water Heater**”) you rent from us, as set out above, is backed by Enercare to the extent provided in this Agreement.

2. Term. The term of this Agreement commences on the date you agreed to this Agreement (which is the same as the date of your agreement of purchase and sale for the home). The term of the Water Heater rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Water Heater has ended. The useful life of the Water Heater ends when Enercare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater. For greater certainty, you do not have any right to subsequently request a different water heater than the one you rent from us under this Agreement.

3. Our Obligation to You. Our obligation to you is to service and repair the Water Heater with no service charges or parts replacement charges **except** in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose, including non-residential purposes;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, Enercare determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements;
- e) where re-setting is required due to FVIR “lock-out” as described below under “Customer Advisory”;
- f) if you fail to maintain the Water Heater in accordance with the requirements set out below under “Customer Obligations - Safety”;
- g) for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or
- h) if you fail to notify us as described below under “Customer Obligations - Duty to Maintain”.

Should you require assistance, our 24-hour per day, 7 days per week emergency phone number is **1-800-266-3939**. Should we update this phone number, the updated number can be found on the Enercare website at www.enercare.ca.

4. Customer Obligations. In return for fulfilling our obligations to you, you agree that:

- a) **Rental Charges** – The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Water Heater is installed or, if you purchased the premises after the Water Heater was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.
- b) **Payment of Charges** – You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non-sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.

Late Payment Charges on your Enbridge Gas Distribution (“EGD”) Bill (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB-approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

c) Access – You will provide us with timely access to the Water Heater whenever required by us to perform our obligations or exercise our rights under this Agreement.

d) Safety – You will use the Water Heater safely and responsibly. In particular, you will:

- i) maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater;
- ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater;
- iii) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
- iv) provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
- v) inspect the area around the Water Heater on a regular basis for any sign of water leakage;
- vi) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage;
- vii) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective;
- viii) if the Water Heater is gas-fired, ensure that the vents and openings for combustion air are kept clear and clean and otherwise well-maintained and there is adequate ventilation; and
- ix) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater.

e) Duty to Maintain – If the Water Heater is gas-fired, you are required, as the user of the Water Heater, under law to ensure that it is maintained in a safe operating condition [Ontario regulation 212/01 Section 15]. In the event that a service or repair is required please call **1-800-266-3939**.

f) Ownership, Credit and Security Interest. You agree that:

- i) if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
- ii) during the term of this Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment or that it is owned by us;
- iii) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time to time during the term of this Agreement. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination - Termination by Us” will apply;
- iv) you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
- v) this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
- vi) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

5. Sale of your Home – If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- a) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement;
- b) you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer;

- c) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- d) the transferee agrees in writing or by conduct to assume your obligations under this Agreement; and
- e) you have paid us all amounts owing under this Agreement.

Unless and until these conditions are satisfied, or unless Enercare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

6. Customer Advisory. The Water Heater may be equipped with flammable vapour ignition resistant ("FVIR") technology. Enercare encourages you to read the Water Heater Use & Care Manual provided to you upon or after installation of the Water Heater. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to "lockout" the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR "lockout" is not covered by Enercare under this Agreement and, if applicable, you will be charged for both parts and labour at our then current rates.

7. Warranties and Liability.

- a) **Warranties** – We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Water Heater, except as provided below. Subject to you carrying-out your obligations under this Agreement (including those under "Customer Obligations") and subject to the limitations set out under "Liability", we hereby warrant that the Water Heater will work and provide hot water, and will not leak or rupture, for the term of this Agreement, reasonable wear and tear excepted. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater, including whether the Water Heater is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.
- b) **Liability** – Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.
- c) **Indemnity** – You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason.
- d) **Insurance** – During the term of this Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

8. Personal Information About You. You authorize us to collect and use personal information about you. You authorize us to collect the personal information provided by you and to review information about your Enercare bill payments or, if you are billed by your gas utility, you authorize your gas utility (including EGD) to provide us with any charges and payment information. Other than to our authorized service providers and parties that will provide us with credit information, we will not knowingly share this information with third parties without your permission, other than a party to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Water Heater.

Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in a while we, an affiliate or an authorized service provider, may mail or call you about our other products and services that may be of interest to you. If you do not want us, an affiliate or an authorized service provider, to contact you about such products and services or if you would simply like more information about how we use personal information, please contact us using the information set out in the section "How to Contact Us" located at the end of this Agreement. Our privacy policy can be found on our website.

9. Termination

Termination by Us – If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under "Termination – Termination by You". You agree to pay the buyout price when invoiced by us.

Termination by You – Your sole method of terminating this Agreement prior to the end of the useful life of the Water Heater is to purchase the Water Heater. You may purchase the Water Heater at any time for a buyout price that reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an Enercare Rental Specialist at 1-877-334-1846. You may exercise your buyout option by notifying us in writing or by calling an Enercare Rental Specialist at 1-877-334-1846.

When you exercise your buyout option, you accept the Water Heater in an "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Water Heater and, as set out more particularly below in the section called "End of this Agreement", you will have no further obligation to pay rent and we will have no further obligation to you.

10. End of this Agreement. At the end of this Agreement (for whatever reason):

- a) **Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water heater), unless we mutually agree at the time and enter into a new water heater rental agreement.
- b) **Replacement** – Enercare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting, and/or electrical services.
- c) **Removal and Disposal** – if the Water Heater has reached the end of its useful life and we are not installing a replacement Water Heater, you shall at such time own the Water Heater, and if you wish for us to disconnect and/or dispose of the Water Heater, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.
- d) **No Further Obligations** – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

11. Assignments. We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent (see the section called "Sale of your Home").

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

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

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

15. How to Contact Us. You may contact us as follows:

Enercare Home Services
80 Allstate Parkway
Markham, Ontario L3R 6H3
Attention: "Rental Group"
1-800-266-3939

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AGREEMENT OF PURCHASE AND SALE

**SCHEDULE "K"
DRAFT LAYOUT PLAN**

***** SEE ATTACHED *****

SAMPLE

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials



The Purchaser acknowledges that they are purchasing a Dwelling which is at various stages of construction as indicated below (an "Inventory Home"). The Purchaser acknowledges the stage of completion of the Dwelling as indicated by their initials below in the relevant stage. The Purchaser further acknowledges and agrees that by nature of purchasing an Inventory Home, certain options have been selected by the Vendor and therefore are no longer available as Selections to be made by the Purchaser. The Purchaser further acknowledges and agrees that alterations, additions or changes to such material selections and finishes are NOT permissible regardless of the actual on site completion status of the construction of the Dwelling. The Purchaser acknowledges and agrees that the responsibility for reviewing all information provided by the Vendor with respect to the Stage of the Dwelling is incumbent upon the Purchaser (s). The Vendor does not supply architectural plans of the Dwelling.

STAGE 1 PRE-SITED HOME (as referenced on Page 1 of this Agreement)

1. The Purchaser acknowledges that the model type, elevation and exterior colour package of the Dwelling has been pre-determined by the Vendor and that no changes will be considered.
2. The Purchaser shall have the opportunity to select pre-construction options within 30 days of going firm in accordance with the terms and conditions in Schedule A. If the Purchaser fails to make such Selections in the time frame specified, the Vendor shall have the right to make the Selections for the Dwelling in accordance with Section 4.2(b) of Schedule A of this Agreement and the Dwelling shall be accepted by the Purchaser on Closing with such Selections.

Purchaser Initials

STAGE 2 STRUCTURAL CONSTRUCTION SELECTIONS COMPLETED (as referenced on Page 1 of this Agreement)

1. The Purchaser acknowledges and agrees that the Vendor has advanced the construction of the Dwelling beyond Stage 1 finish and the Vendor has pre-determined all structure of the Dwelling, including without limitation, installation of interior drywall, all mechanical, electrical and plumbing rough-ins, openings for all appliances, fireplace, installation of stairs and the finishing of the exterior of the Dwelling as listed in **Schedule "E"** and that no changes will be considered.
2. The Purchaser acknowledges and agrees that due to the status of construction of the Dwelling, the range of upgrades and extras shall be limited and shall be subject to the Vendor determining, in its absolute discretion, which upgrades or extras will be available.

Purchaser Initials

STAGE 3 CONSTRUCTION AND COLOUR SELECTIONS COMPLETED (as referenced on Page 1 of this Agreement)

1. The Purchaser acknowledges and agrees that the Vendor has advanced the construction of the Dwelling beyond a Stage 2 finish and the Vendor has pre-determined all interior and exterior finishes of the Dwelling as listed in **Schedule "E"** and that no changes will be considered.
2. The Purchaser acknowledges and agrees that no upgrades and extras or Selections will be available for the Dwelling.

Purchaser Initials

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials



minto
Communities

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "M" PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS

Purchaser: _____
Project Name: THE HEIGHTS OF HARMONY
Model: _____

Municipal Address: _____
Marketing Lot: _____
Elevation: _____

The following is added to and shall form part of the Agreement:

1. In accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act, S.C. 2022, c. 10, s. 235* (the "**N-C Act**"), it is prohibited for a Non-Canadian (as hereafter defined) to purchase, directly or indirectly, any residential property in Canada.
2. As set out in the N-C Act, a **non-Canadian** is defined as follows:
 - a) an individual that is neither a Canadian citizen, nor a person registered as an Indian under the *Indian Act*, nor a permanent resident;
 - b) a corporation incorporated otherwise than under the laws of Canada or a province;
 - c) a corporation that is incorporated under the laws of Canada or a province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the *Income Tax Act* is in effect and that is controlled by a person referred to in paragraph (a) or (b); and
 - d) a prescribed person or entity

(collectively and individually, a "**Non-Canadian**").
3. There are certain exemptions, including certain prescribed circumstances, set out in the N-C Act wherein the prohibition does not apply, including:
 - a) a temporary resident within the meaning of the *Immigration and Refugee Protection Act* who satisfies prescribed conditions;
 - b) a protected person within the meaning of subsection 95(2) of that Act;
 - c) an individual who is a Non-Canadian and who purchases residential property in Canada with their spouse or common-law partner if the spouse or common law-partner is a Canadian citizen, person registered as an Indian under the *Indian Act*, permanent resident or person referred to in paragraph (a) or (b); or
 - d) a person of a prescribed class of persons

(collectively and individually, an "**Exempt Person**").
4. The definition of Non-Canadian and the determination of who may be an Exempt Person may be further amended or revised in accordance with the regulations or changes to the N-C Act.
5. The Purchaser acknowledges having reviewed and understood the foregoing definitions and acknowledges the provisions set forth in the N-C Act. The Purchaser hereby covenants, warrants and represents to the Vendor, unless the Purchaser is an Exempt Person, that the Purchaser is not a Non-Canadian nor will the Purchaser be a Non-Canadian before the Closing. The Purchaser further covenants, warrants and represents to the Vendor that it is purchasing the subject property as principal for its own account and same is not being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another person or entity.
6. In the event the Purchaser (or any assignee of the Agreement by the Purchaser, whether or not permitted by the Agreement) is determined by the Vendor, on or before Closing, to be a Non-Canadian and on the date of such determination is not an Exempt Person, same shall constitute a default under this Agreement and the Vendor shall be entitled, at its sole option, to unilaterally declare this Agreement (and the occupancy license (if applicable)) to be terminated and of no further force or effect. All monies paid or agreed to be paid pursuant to this Agreement, including without limitation the Deposits (which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon (whether or not such interest would have been payable or accrue to the benefit of the Purchaser as provided for elsewhere in this Agreement) and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. In addition, the Purchaser shall indemnify and save harmless the Vendor and/or related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal counsel of the Vendor, and/or authorized agents of the Vendor, and the successors or assigns of each, from and against all loss, penalties, fines, liability, claims, demands, damages, costs (including without limitation all legal costs) and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being determined to be a Non-Canadian who is not an Exempt Person and this indemnity shall survive the Closing.
7. Upon execution of this Agreement, the Purchaser shall provide written evidence and confirmation, satisfactory to the Vendor in its sole and absolute discretion, that the Purchaser is not a Non-Canadian or is an Exempt Person. In addition, at any time on or prior to Closing, the Purchaser shall also provide such written evidence and confirmation, satisfactory to the Vendor in its sole and absolute discretion (which may include, without limitation, a statutory declaration of the Purchaser), that the Purchaser is not a Non-Canadian or is an Exempt Person.

To be initialed by ALL Purchasers. The Purchaser hereby acknowledges receipt of all pages of this Schedule.

Purchaser Initials

8. The Purchaser has provided the following identification and/or documentation to evidence that they are not a Non-Canadian and **SHALL PROMPTLY PROVIDE NOTICE TO THE VENDOR SHOULD THE PURCHASER BECOME** i) a non- Canadian or ii) person who is not an Exempt Person:

For Individuals:

- a. Canadian Passport No. _____
- b. Canadian Permanent Residency Card No. _____
- c. Canadian Birth Certificate No. _____
- d. Indian Status Card No. _____
- e. Canadian Citizenship Card (issued before Feb 1, 2012) or Canadian Citizenship Certificate _____

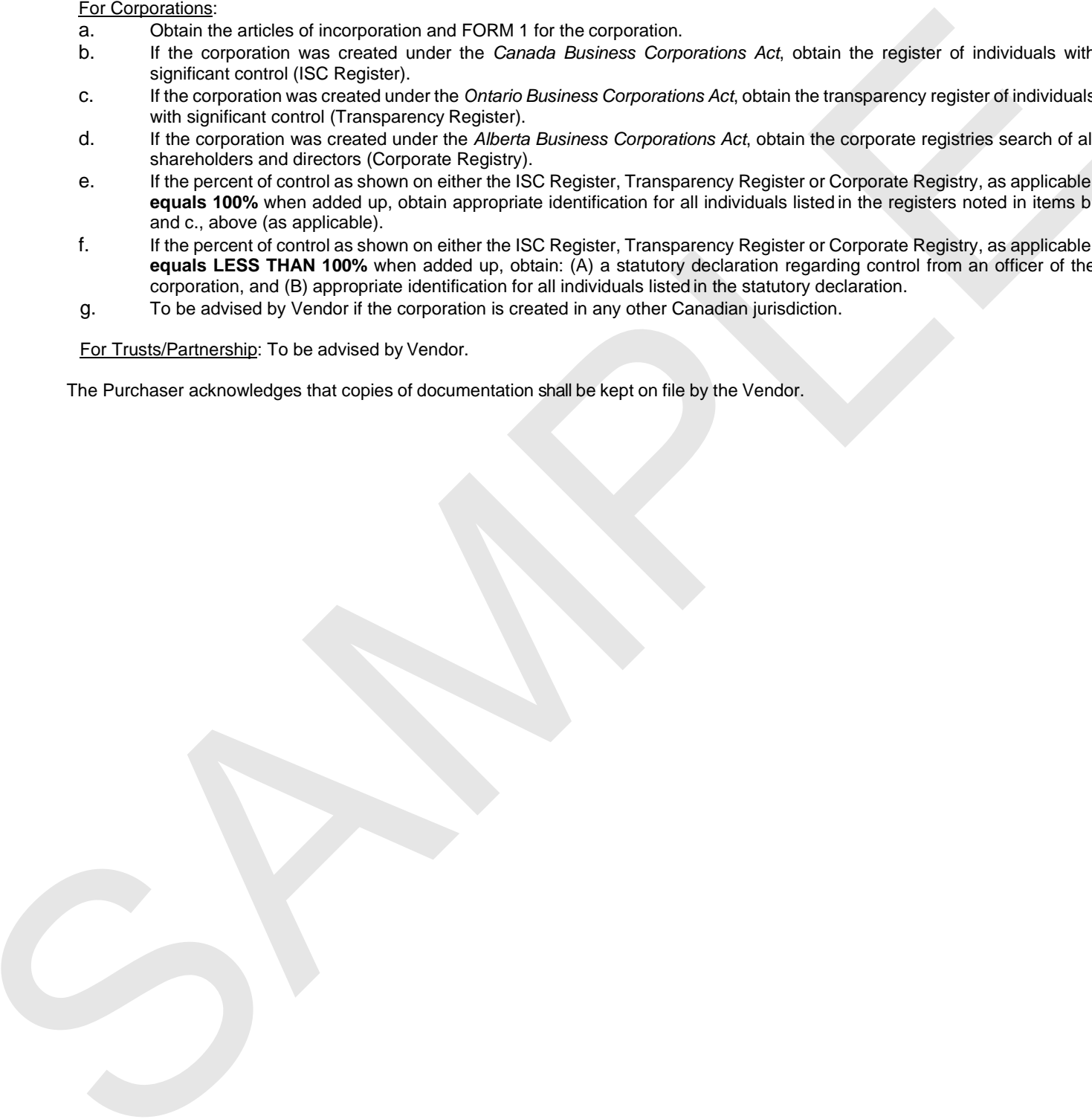
*For any of the above identification that does not contain a photo of the Purchaser, Purchaser shall provide a secondary form of PHOTO identification acceptable to the Vendor, in Vendor's sole discretion.

For Corporations:

- a. Obtain the articles of incorporation and FORM 1 for the corporation.
- b. If the corporation was created under the *Canada Business Corporations Act*, obtain the register of individuals with significant control (ISC Register).
- c. If the corporation was created under the *Ontario Business Corporations Act*, obtain the transparency register of individuals with significant control (Transparency Register).
- d. If the corporation was created under the *Alberta Business Corporations Act*, obtain the corporate registries search of all shareholders and directors (Corporate Registry).
- e. If the percent of control as shown on either the ISC Register, Transparency Register or Corporate Registry, as applicable, **equals 100%** when added up, obtain appropriate identification for all individuals listed in the registers noted in items b. and c., above (as applicable).
- f. If the percent of control as shown on either the ISC Register, Transparency Register or Corporate Registry, as applicable, **equals LESS THAN 100%** when added up, obtain: (A) a statutory declaration regarding control from an officer of the corporation, and (B) appropriate identification for all individuals listed in the statutory declaration.
- g. To be advised by Vendor if the corporation is created in any other Canadian jurisdiction.

For Trusts/Partnership: To be advised by Vendor.

The Purchaser acknowledges that copies of documentation shall be kept on file by the Vendor.



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Purchaser Initials