

**AGREEMENT OF PURCHASE AND SALE
GRAND RIDGE NORTH**

Designated Lot/Block No. _____, on the Sketch/Plan attached as Schedule "G" hereto.

MODEL NAME: _____ ELEVATION: _____

1. The undersigned, _____ (the "Purchaser") hereby agrees to and with **SUNNY COMMUNITIES (GRAND RIDGE ESTATE) INC.** (the "Vendor") to purchase all and singular the lands and premises in the City of Oshawa (the "Municipality"), being Lot/Block No. _____ according to Registered Plan No. 40M-2742 as shown outlined on the sketch/plan attached hereto as Schedule "G" (the "Property") and on which has been or is to be constructed a dwelling house as hereinafter provided (the "Dwelling") at the purchase price of _____ Dollars (\$ _____) of lawful money of Canada (the "Purchase Price"), payable as follows:

- (a) by cheque in the amount of **Five Thousand Dollars (\$5,000.00)** submitted with this Agreement;
- (b) by cheque in the amount of **Twenty Thousand Dollars (\$20,000.00)** submitted with this Agreement, post-dated to thirty (30) days from the date of acceptance of this Agreement;
- (c) by cheque in the amount of **Twenty Thousand Dollars (\$20,000.00)** submitted with this Agreement, post-dated to sixty (60) days from the date of acceptance of this Agreement;
- (d) by cheque in the amount of **Twenty Thousand Dollars (\$20,000.00)** submitted with this Agreement, post-dated to ninety (90) days from the date of acceptance of this Agreement;
- (e) by cheque in the amount of **Twenty Thousand Dollars (\$20,000.00)** submitted with this Agreement, post-dated to one hundred twenty (120) days from the date of acceptance of this Agreement;
- (f) by cheque in the amount of **Twenty Thousand Dollars (\$20,000.00)** submitted with this Agreement, post-dated to one hundred fifty (180) days from the date of acceptance of this Agreement;
- (g) by cheque in the amount of _____ Dollars (\$ _____) submitted with this Agreement, post-dated to three hundred sixty (360) days from the date of acceptance of this Agreement, which together with the deposits in paragraphs 1(a)-(f) represents 12.5% of the Purchase Price;

(each a "Deposit" and collectively, the "Deposits") payable to **Harris, Sheaffer LLP, in Trust** (the "Vendor's solicitors" or the "Escrow Agent") and covenants, promises and agrees to pay the balance of the Purchase Price to the Vendor's solicitors, or as they may otherwise direct, on the Closing Date (as hereinafter defined) by wire transfer from the trust account of the Purchaser's solicitor at a Canadian Schedule 1 chartered bank or by certified cheque drawn on the trust account of the Purchaser's solicitor at a Canadian Schedule 1 chartered bank, subject to the adjustments hereinafter set out.

- 2. This transaction of purchase and sale is to be completed on the First Tentative Closing Date (as defined in the Statement of Critical Dates being a part of the Tarion Addendum as hereinafter defined) or such extended or accelerated date established in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the "Closing Date" or "Date of Closing").
- 3. This Offer shall be irrevocable by the Purchaser until the _____ day of _____, 202__, after which time, if not accepted, this Offer shall be null and void and the Deposit shall be returned to the Purchaser in full without interest.
- 4. The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement. The Purchaser acknowledges that he has read all Sections and Schedules of this Agreement and the form of Acknowledgement, if any:

- | | |
|--|---|
| Schedule "A" - Additional Terms | Schedule "G" - Sketch/Plan |
| Schedule "A-1" - Features and Finishes | Schedule "H" - Floor Plans |
| Schedule "B" - Safety | Schedule "I" - Elevations |
| Schedule "C" - Consent for Electronic Messages | Schedule "J" - Receipt Confirmation |
| Schedule "D" - Warning Clauses and Notice Provisions | Schedule "K" - Prohibition on the Purchase of Residential Property by Non-Canadians |
| Schedule "E" - Credit Report Consent | Schedule "L" - Restrictions |
| Schedule "F" - Notices | |
| Schedule "M" - Tarion Warranty Corporation ("Tarion") Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (collectively, the "Tarion Addendum") | |
| Schedule "N" - Tarion Information Sheet - Warranty Information for New Freehold Homes | |

5. The Purchaser's address for delivery of any notices pursuant to this Agreement is the address as set out in the Tarion Addendum.

ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT.

SIGNED this _____ day of _____, 202__.

WITNESS: _____)
 _____) Purchaser Date of Birth
 Name: _____)
 _____) Purchaser Date of Birth
 Name: _____)
 _____) Purchaser Date of Birth
 Name: _____)



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

ACCEPTED this _____ day of _____, 202__.

SUNNY COMMUNITIES (GRAND RIDGE ESTATE) INC.

Purchaser's Solicitor:

per:

 Authorized Signing Officer

Vendor's Solicitor: HARRIS, SHEAFFER LLP
 Solicitor: Stephen M. Karr
 Attention: **Pina Scaccia (Law Clerk)**
 Yonge Sheppard Centre
 4881 Yonge Street, 8th Floor, Toronto, Ontario, M2N 5X3
 tel: (416) 250-5800 fax: (416) 250-5300



PURCHASER INFORMATION SHEET

Purchaser's Name	Birth date (dd/mm/yy)	S.I.N	Driver's License
Purchaser's Spouse's Name: (if applicable)			

Purchaser's Address:	
Telephone Nos.:	
Residence:	
Business:	
Cell:	
Fax:	
Email Address:	

SCHEDULE "A"**ADDITIONAL TERMS****DWELLING MATTERS, SITING, MATERIALS CHANGES, ETC.**

1. The Vendor agrees that it will erect on the Real Property the Dwelling in accordance with plans and specifications (the "**Plans**") already examined by the Purchaser and in accordance with Schedules "A-1", "H" and "I" attached hereto. The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as requested or required by the Vendor's architect or any design consultants or by any governmental authority, change, alter, vary or modify the Plans, the siting of the Dwelling and/or the grading of the Real Property without notice thereof to the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and, without limiting the generality of the foregoing, variations to the lot/block number, municipal address, location, area and frontage or depth of the Real Property without any abatement of the Purchase Price or claim for compensation whatsoever. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance of same by the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and, without limiting the generality of the foregoing, variations to the lot/block number, municipal address, location, area and frontage or depth of the Real Property without any abatement of the Purchase Price or claim for compensation whatsoever. The Purchaser also acknowledges and agrees that architectural control of exterior elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other material external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the subdivider and/or the developer. In the event the Vendor is required, in compliance with such architectural control requirements to construct an exterior elevation for the Dwelling other than as specified in this Agreement or amend the driveway construction or location, boulevard tree planting or landscaping plan for the Dwelling and/or Real Property, as the case may be, (all of which is hereinafter referred to as the "**Amended Exterior Plans**"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling and/or Real Property, as the case may be, in accordance with the Amended Exterior Plans, and the Purchaser hereby irrevocably agrees to accept such Amended Exterior Plans in lieu of the plans for same specified in this Agreement without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the Plans or to construct such Dwelling on a reverse mirror image plan, including reversal of the garage siting and reversal of the interior floor plan layout. Construction of a reverse mirror image plan is hereby irrevocably accepted by the Purchaser without any right of abatement of the Purchase Price or claim for compensation whatsoever. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling at a grade level different than as depicted in the Plans, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling or any elimination of the side door or door from the house to the garage or garage to outside, if any, the Purchaser hereby agrees to accept such change(s) without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall further have the right to substitute other material for that provided for in the Plans, in the sole discretion of the Vendor, for any cause which it may deem reasonable without notice thereof to the Purchaser, provided that such material is, in the sole judgment of the Vendor, of substantially equal or better quality than the material in the Plans and the Purchaser shall accept same without any abatement of the Purchase Price or claim for compensation whatsoever. The provisions of this Section may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title or assigns against the Vendor.
2. The Purchaser acknowledges and agrees that in the event the Dwelling being purchased herein is a linked detached or townhouse unit, the subject lot/block of which the Real Property forms a part will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot/block without any abatement of the Purchase Price or claim for compensation whatsoever.

DEPOSIT TRUST AGREEMENT

3. In the event that the Vendor is subject to a deposit trust agreement with Tarion and/or a deposit insurer, surety company or similar entity, the Purchaser agrees to pay each Deposit to the Escrow Agent with such last-mentioned party to hold the Deposit in trust as the escrow agent on the express understanding and agreement that as soon as the early termination conditions attached to the Tarion Addendum are satisfied or waived by the Vendor and if applicable, as soon as deposit insurance for the whole or any portion of the Deposit has been provided by an insurer, surety company or similar entity, selected by the Vendor and authorized to provide deposit insurance in Ontario, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct) forthwith upon the Vendor's request. Upon the release and disbursement of the Deposits in accordance with this paragraph, the Escrow Agent shall automatically be released from any liability as escrow agent of such Deposits. Furthermore and without limiting the generality of the foregoing, the Escrow Agent shall be permitted, upon written instructions from the Vendor, to transfer any and all Deposits in its possession to another solicitor representing the Vendor or replacement escrow agent, provided that such solicitor or replacement escrow agent undertakes to the Escrow Agent to comply with the provisions of this Agreement and to notify the Purchaser within 15 days of the transfer of such funds that it is now holding the Deposits as escrow agent pursuant to the terms of this Agreement. Upon the transfer of the Deposits in accordance with this paragraph, the Escrow Agent shall have no further obligations to the Purchaser in its capacity as the escrow agent of the Deposits and shall automatically be released from any liability as escrow agent of such Deposits. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that no interest shall be earned, received or paid on Deposits.

PURCHASER'S SELECTIONS

4. (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, the Purchaser shall be requested to attend a meeting or meetings within five (5) Business Days of being notified, at a time and location as determined by the Vendor, for the purpose of selecting (or re-selecting where prior selections are not available for any reason) 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 twenty-four (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 five (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) The Purchaser further acknowledges that selections of exterior colours, design and materials may be subject to architectural approval from a third party or the Municipality, over which the Vendor has no control. All selections of items of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement are to be made from the Vendor's samples. If the Purchaser's colour, material, construction or finishing selections are unavailable for any reason whatsoever, the Vendor shall give to the Purchaser seventy-two (72) hours' prior written notice of such unavailability, during which period, the Purchaser may make an alternate selection. If the Purchaser fails to make an alternate selection as aforesaid, the Vendor may substitute in its sole and absolute discretion, without the consent of the Purchaser, materials or finishing which are of equal or better quality, whether the same are different in colour and/or finish. The opinion of the Vendor's Architect as to the difference in quality is final and binding on the Purchaser.
 - (c) No changes will be permitted in colours or materials so selected by the Purchaser without the prior written consent of the Vendor (which consent may be unreasonably or arbitrarily withheld). In the event any of the foregoing items in which the Purchaser has a choice, have already been ordered, installed or completed, then the Purchaser shall be deemed to have accepted them. Notwithstanding anything herein contained to the contrary, in no event shall the Purchaser's failure to make such choices within seven (7) days upon request to do so by the Vendor, and the possible consequent inability of the Vendor to substantially complete the Dwelling by the Closing Date entitle the Purchaser to an extension of the Closing Date.
 - (d) The Purchaser agrees that the finishing material shown or contained in any sales brochure and any model suite or sales centre (including, but not limited to, broadloom, furniture, electrical and plumbing fixtures, countertops, appliances, flooring materials and wall finishes, upgraded kitchen and vanity cabinets, stained staircase and railing) may be for marketing and display purposes only, and may not be included in the Residential Unit or be of the same grade, type or quality as what is to be included pursuant to this Agreement. The Purchaser further acknowledges and agrees that both the choice of samples (either from the Vendor's samples or available from the Vendor's suppliers) and the upgrade prices are subject to change without notice, and in addition, the Vendor may substitute other materials, equipment, appliances and brand names of at least equal quality for those specified. The Purchaser shall be entitled to send a designate to complete the Vendor's colour and material selection form(s) in the Purchaser's place, provided the Purchaser first provides to the Vendor a written authority, in form approved by the Vendor, appointing such designate. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all the documents executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
5. The Purchaser acknowledges having purchased the Dwelling on the basis of the Plans and not from a model. The Purchaser acknowledges that the model home(s), if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless the same is specifically provided for in a Schedule forming part of this Agreement. Any item identified as optional or an upgrade in the sales or marketing material(s) is not included in the Dwelling but may be purchased at additional cost under a separate Schedule to this Agreement or by separate agreement. The Purchaser's attention is drawn to Schedule "A-1" which forms part of this Agreement and which sets out therein the items which will be included in the Dwelling as standard features. The Purchaser hereby acknowledges that the Dwelling will only include those standard features and, accordingly, if the Purchaser requires any clarification or explanation as to items, features or finishes as referred to in Schedule "A-1" or anywhere else in this Agreement or with respect to any matters whatsoever which the Purchaser has discussed with the Vendor's sales representative(s) such clarifications or explanations must be made in writing and included in this Agreement, failing which the Purchaser shall be estopped from making a claim for any such clarifications, explanations, items, features, finishes or representations, other than as set out in writing in this Agreement. The Purchaser hereby acknowledges that there are no representations, warranties, guarantees, collateral agreements or conditions whatsoever affecting this Agreement, the Dwelling or the Real Property or supported hereby other than as is expressed in writing in this Agreement.

SUBSTANTIAL COMPLETION OF THE DWELLING/OCCUPANCY

- 6. In the event that the Dwelling is substantially completed and ready for occupancy by the Closing Date the sale shall be completed on such date without any holdback whatsoever of any part of the Purchase Price and the Vendor shall complete any outstanding items of construction required by this Agreement within a reasonable time thereafter and during normal business hours, having regard to weather conditions and the availability of labour and materials. If there is a detached garage as part of the Real Property substantial completion of the Dwelling shall not include completion of the said garage and the Purchaser shall complete the within transaction notwithstanding the construction of the garage is not completed or even started. For the purpose of this Agreement, the Dwelling shall be deemed to be substantially complete when the interior work has been substantially finished to permit occupancy, notwithstanding that there remains grading or landscaping or other outside work to be completed. The Vendor shall provide evidence that occupancy is permitted in accordance with and only to the extent required by the Tarion Addendum.
- 7. Provided that in the event the Vendor is unable to deliver to the Purchaser on or before the Closing Date a conveyance of the Real Property free and clear of encumbrances, save and except as provided for in this Agreement, for any reason whatsoever then the Vendor may, at its option, require the Purchaser to take possession of the Real Property pursuant to the terms of the Vendor's standard escrow closing agreement which the Purchaser shall execute and deliver to the Vendor or its solicitors upon request of the Vendor or its solicitors and an undertaking by the Vendor to deliver a conveyance in accordance with the provisions of this Agreement within such period of time as the Vendor may require. From and after the date of such possession the Purchaser shall be responsible for the realty taxes, water, hydro, gas and other public and/or private utilities with respect to the Real Property and shall pay to the Vendor interest on the unpaid balance of the Purchase Price at the rate of interest that the Bank of Canada has most recently reported as the chartered bank administered interest rate for a conventional one year mortgage as of the first of the month in which the Purchaser assumes occupancy under the Vendor's standard escrow closing agreement or is required to do so under this Agreement until such time as the Vendor delivers a conveyance of the title to the Real Property to the Purchaser. The parties further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, any further adjustments that may be required shall be made at the time of the delivery of the conveyance.

8. If the Purchaser is unable to deliver the balance of the Purchase Price on the Closing Date by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor, the Purchaser may deliver a bank draft together with a Confirmation and Undertaking from the Purchaser's solicitor in a form satisfactory to the Vendor that confirms that the bank draft was purchased with funds from such solicitor's trust account and the Purchaser's solicitor personally undertakes to replace such bank draft within 24 hours of written notice that such bank draft was not honoured.

TARION WARRANTY CORPORATION

9. (a) The Vendor represents and warrants to the Purchaser that the Vendor is a registered vendor with Tarion and/or the Home Construction Regulatory Authority or its successors (the "HCRA"), as applicable;
- (b) The Vendor covenants that on completion of this transaction a warranty certificate for the Dwelling will be requested from Tarion. Such warranty shall contain the only warranties covering the Dwelling. The Purchaser acknowledges and agrees that any warranties of workmanship or materials, in respect of any aspect of the construction of the Dwelling, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by the Vendor under the Ontario New Homes Warranties Plan Act, as may be amended (the "ONHWPA") and shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition in any way affecting this Agreement, the Dwelling and/or the Real Property other than as expressed herein
- (c) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Closing Date, to conduct a pre-delivery inspection of the Dwelling (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Dwelling on the Tarion Certificate of Completion and Possession (the "CCP") and the PDI form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Dwelling in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.
- (d) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (e) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law. Alternatively, the Vendor may, at its option complete the within transaction but not provide the keys to the Dwelling to the Purchaser until the CCP and PDI forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI forms.
- (f) The Purchaser acknowledges that the Warranty Information Sheet - Warranty Information for New Freehold Homes is appended hereto and is available on the Tarion website (which is currently at the following web address: <https://www.tarion.com/resources/publications/64092/warranty-information-sheet-agreements-purchase-and-sale>). As noted, therein, this information sheet provides a basic overview of the warranties and protections that come with a new freehold home. This warranty is provided to purchasers by the Vendor and backed by Tarion. For more detailed information, visit tarion.com and log into the Tarion online learning hub at www.tarion.com/learninghub.
- (g) The Purchaser further agrees with the Vendor that the Vendor and/or its representatives shall have the right to enter the Dwelling and the Real Property after completion of the purchase in order to complete any of the items listed on the CCP and PDI forms, provided that if the Purchaser fails or refuses to permit the Vendor and/or its representatives such entry, the Vendor's obligations hereunder shall terminate and be at an end. Any such entry shall be deemed not to be a trespass.
- (h) The Purchaser acknowledges that the area of the Dwelling, as may be represented or referred to by the Vendor or any sales representative, or which appears in any sales or marketing material(s) is approximate only, and is measured in accordance with the Directive – Floor Area Calculations published by the HCRA, as same may be updated, supplemented, replaced, and/or restated by the HCRA and/or Tarion from time to time. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living area within the confines of the Dwelling may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Dwelling purchased hereunder are approximate only, and that there shall be no adjustment of the Purchase Price or claim for compensation whatsoever, whether based upon the ultimate square footage of the Dwelling, or the actual or useable living space within the confines of the Dwelling, the dimensions of any room or space, or otherwise. The Purchaser further acknowledges that notwithstanding any representation of ceiling heights within the Dwelling where ceiling bulkheads are installed within the Dwelling and/or where dropped ceilings are required then ceiling heights of the Dwelling will be less than represented and the Purchaser shall accept same without any abatement of the Purchase Price or claim for compensation whatsoever.
10. The Purchaser covenants and agrees that he will exhaust all the remedies available to him with Tarion with respect to any claim relating to defects in workmanship or materials or with respect to any other claim arising under the ONHWPA or in respect of the Tarion Addendum, prior to pursuing any other means of redress with regard to such claims. In the

event the Purchaser does not comply with the provisions of this Section, or takes any unwarranted or unreasonable actions with respect to such claims, the Purchaser shall be held liable for any damages sustained by the Vendor as a result thereof.

TITLE AND CONVEYANCING MATTERS

11. The Purchaser agrees to accept title to the Real Property subject to the following items and the Purchaser covenants and agrees to adhere to the terms and conditions as set out therein. The Purchaser agrees to satisfy himself as to compliance with any of the following items and the Vendor shall not be obligated on the Closing Date or thereafter to obtain any compliance, releases or discharges with respect to any of the following items:
 - (a) any subdivision agreement, site plan agreement, development agreement, financial agreement or other agreement entered into with any municipal authority or other governmental authority or with any public or private utility commission or railway company, including any restrictions, covenants, obligations or liabilities contained therein (collectively the “**Subdivision Agreements**”);
 - (b) any building or other restrictions and covenants that may be registered against the title of the Real Property and the Purchaser agrees, if required by the Vendor, to sign the transfer/deed of land containing such restrictions and covenants and to extract the same from any subsequent purchasers;
 - (c) a right in the nature of an easement or license for the Vendor and/or the subdivider and/or the developer and their respective successors and assigns and their servants and agents to enter upon the Real Property (without such act being a trespass) at any time prior to the complete acceptance of the subdivision or development of which the Real Property forms a part (the “**Subdivision**” or the “**Development**”) by the Municipality or thereafter for completion or correction of grading and surface drainage and in order to permit the Vendor and/or the subdivider and/or the developer to carry out the obligations, if any, under the Subdivision Agreements or as imposed by any governmental authority or bonding company to effect any corrective measures with respect to the Subdivision Agreements applicable to the Real Property and the transfer/deed of land may contain a clause to this effect;
 - (d) such easements or rights-of-way, licenses or leases, permanent or temporary, as exist or may subsequently be granted in favour of the Municipality, any railway company, Canada Post, any applicable regional municipality, the subdivider, the developer or any public or private utility, including, but not limited to, any telephone supplier, any hydro supplier and any gas supplier for hydro, fuel, telephone, television, cable, sewers, water, municipal or other services or utilities; and, further, the Purchaser covenants and agrees to assume, accept and permit any such easements, rights-of-way, licenses or leases and if such easements, rights-of-way, licenses or leases have not been determined when the Purchaser receives his conveyance, such conveyance may contain a covenant by the Purchaser for himself, and his heirs, executors, administrators, successors and assigns, to grant any additional easements, rights-of-way, licenses or leases as may be required by the Vendor, subdivider or developer, any municipal or other governmental authority or utility or railway company and the Purchaser further covenants and agrees to execute all documents without charge which may be required to convey or confirm any such easement, right-of-way, license or lease and shall exact a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser from him;
 - (e) such easements as may be required by adjoining owners for maintenance or encroachment purposes and the encroachments permitted thereby;
 - (f) as herein expressly provided; and
 - (g) any minor breaches of any of the foregoing that have been remedied or are in the process of being remedied.
12. Provided that the title to the Real Property shall on the Closing Date be good and free from all encumbrances, except as provided for in this Agreement. The title is to be examined by the Purchaser at his own expense and he is not to call for the production of any deeds or abstracts of title, surveys, proof of evidence of title or to have furnished any copies thereof, other than those in the Vendor’s possession or as provided for in this Agreement. The Purchaser is to be allowed until thirty (30) days prior to the Closing Date to examine the title at his own expense and if within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the monies paid to the Vendor to that date on account of the Deposit shall be returned as provided for herein and the Vendor shall not be liable for any damages or costs whatsoever, including, without limiting the generality of the foregoing, loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs. 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 Real Property.
13. The Purchaser acknowledges that the Real Property is or will be encumbered by mortgages and/or encumbrances which the Purchaser is not to assume and that the Vendor will not be obligated to obtain and register a discharge of such mortgages and/or encumbrances insofar as they affect the Real Property until a reasonable time after the Closing (as defined in the Tarion Addendum) and the Purchaser shall accept the undertaking of the Vendor’s solicitors to obtain and register as soon as reasonably possible after Closing a discharge of such mortgages and/or encumbrances except as provided for herein and further agrees not to refuse to complete this transaction on the grounds that such mortgages and/or encumbrances have not been discharged.
14. The transfer/deed of land shall be prepared at the Vendor’s expense and may contain any or all of the provisions set forth in this Agreement and shall be executed by the Purchaser, if required by the Vendor, and the Purchaser shall execute and deliver on the Closing Date a covenant, undertaking or agreement incorporating all or any of the terms contained herein or as may be required by the Vendor. The Purchaser undertakes and agrees to register the transfer/ deed of land at his own expense at the time of Closing. Each party is to pay the cost of registration and taxes on its own documents. The Purchaser shall deliver to the Vendor, on or before Closing, as required by the Vendor the Acknowledgement in the form attached to this Agreement, if any, duly completed and executed. The Purchaser agrees to advise the Vendor or its solicitors no less than thirty (30) days prior to the Closing Date of the manner in which title is to be taken by the Purchaser including date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be unreasonably or arbitrarily withheld, failing which title to the Real Property shall be engrossed in the name of the Purchaser as noted on this Agreement and

the Purchaser shall be estopped from requiring any further changes to the manner in which the transfer/deed of land is engrossed.

15. The Purchaser hereby acknowledges the full priority of any mortgage or construction financing arranged by the Vendor and/or secured by the Real Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgements or postponements required to give full effect thereto. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Real Property. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents, postponements, subordinations or other documents required by the Vendor or its lenders to give effect to this Section. The Purchaser hereby consents to the Vendor and its current and possible future lenders obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income, copy of mortgage approval letter and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date. If the Purchaser fails to provide the mortgage approval as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Closing Date.
16. In the event, that the Municipality does at some point in time provide a release of any of the Subdivision Agreements the Vendor may either provide such release to the Purchaser for registration of such release by the Purchaser at the Purchaser's expense or register the release, if any, in which event the Purchaser shall pay the Vendor the cost of registration of such release forthwith upon request although the Vendor may, at its option, add such cost to the statement of adjustments as a credit to the Vendor. The foregoing provision does not in any way whatsoever require the Vendor to request any such release or impose an obligation on the Vendor to take any steps to obtain any such release.
17. The Purchaser acknowledges that the transfer/deed of land to the Real Property to be given on the Closing Date may emanate from the registered owner of the Real Property and not from the Vendor herein, and the Purchaser agrees to accept same and to accept such owner's title covenants in lieu of the Vendor's, in the event the Vendor is not the registered owner of the Real Property on Closing and the Purchaser hereby releases the registered owner from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling and installation of all other improvements within the lot boundaries of the Real Property and the Purchaser agrees to execute and deliver on the Closing Date a separate acknowledgement and release in favour of the registered owner to this effect.

PLANNING ACT

18. This Agreement shall be conditional upon compliance with the subdivision control provision of the *Planning Act of Ontario*, as may be amended, which compliance shall be obtained by the Vendor, at its sole expense, on or before Closing.

INSURANCE

19. The Purchaser shall place the Purchaser's own insurance on the Real Property for Closing.

ADJUSTMENTS

20. On the Closing Date, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments, in addition to any other monies required to be paid as set out in this Agreement, the following:
 - a. an amount equal to the Tarion enrolment fee paid by the Vendor for the Property, as well as the regulatory oversight fee collected by the Home Construction Regulatory Authority (the "HCRA"), and such other fees collected by the Tarion and/or the HCRA, as well as the Condominium Authority of Ontario in respect of the Property (together with any provincial or federal taxes exigible with respect thereto);
 - b. the sum of Three Hundred (\$300.00) Dollars as a contribution towards the cost of fees payable by the Vendor to its lenders, including but not limited to the obtaining of (partial) discharges of mortgages not intended to be assumed by the Purchaser;
 - c. any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;
 - d. the Vendor's proportionate amount of the realty taxes (including local improvement charges and tax account administration fees) which shall be apportioned and allowed to Closing. Realty taxes (including local improvement charges) shall be estimated by the Vendor for the calendar year in which the transaction is completed and, at the option of the Vendor, for the next following calendar year, and shall be adjusted as if such sum has been paid by the Vendor, notwithstanding that same may not have been levied or paid by the Date of Closing, subject, however, to readjustment when the actual amount of such taxes are ascertained;
 - e. the costs of any utility meter or check meter or sub-meter, water meter, hydro meter or gas meter installed in or about the Dwelling, the installation of any such meters, the connection charges for any such meters and/or sewers and the installation and energization charges, as the case may be, of hydro, water and gas services provided to the Dwelling, provided that adjustments pursuant to this subparagraph shall not exceed \$800.00 plus HST per meter or service. A certificate of the Vendor or statutory declaration of an officer of the Vendor specifying the said costs shall be final and binding on the Purchaser;

- f. in the event the Ministry of Transportation (Ontario) or any other governmental authority, including without limitation Metrolinx, GO Transit, or any other Crown corporation or agency, regulatory or other authority, implements or imposes any charges or amounts of any nature or kind whatsoever (the “**Charges**”) in connection with the Property and/or the Subdivision which Charges and/or impositions shall be the responsibility of the Purchaser and shall be credited to the Vendor on the statement of adjustments, the amount of which shall be determined by the Vendor and which determination shall be conclusive between the parties hereto;
- g. all amounts chargeable and billable to the Purchaser for water, hydro, gas, cable T.V. and any other services arising as a result of the Purchaser’s failure to make the Purchaser’s own contractual arrangements with the relevant public or private utility authorities and suppliers on the Closing Date and for which the Vendor is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Purchaser to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the Dwelling;
- h. the amount of \$1,500.00 as security for any damages to or unauthorized changes that the Purchaser may make to the grading of the Property and/or the driveway and/or any amounts the Purchaser may owe to the Vendor and/or for any breach of any of the Purchaser’s obligations pursuant to this Agreement and any damages, costs and expenses the Vendor may incur as a result thereof. Such security shall be repaid to the Purchaser upon written request from the Purchaser to the Vendor within one year after assumption of the subdivision of which the Property forms a part by the Municipality provided the Purchaser still owns the Property and occupies same as the Purchaser’s principal residence less any amounts the Vendor may have to pay to correct or remedy any damages and changes and/or to pay itself any amounts owing to the Vendor and/or to cover any damages, costs and expenses incurred by the Vendor as a result of anything set out above;
- i. the charges imposed upon the Vendor or its solicitors by the Law Society of Ontario upon registration of a transfer/deed of land or charge/mortgage of land or any other instrument;
- j. any charge imposed by Canada Post in respect of the community mail box(es), provided that adjustments pursuant to this subparagraph shall not exceed two hundred (\$200.00) dollars;
- k. in the event the Municipality and/or any other governmental or regulatory authority, board or entity requires the installation and/or erection of a privacy fence, lot line fence, chain link fence, retaining wall(s) and/or any other item of a similar nature relating to the Property the cost thereof, such cost to be determined by the Vendor, shall be paid by the Purchaser to the Vendor as an adjustment on closing;
- l. any tax, whether categorized as multi-stage sales tax, a business transfer tax, a modified retail sales tax, a value-added tax, or any other type of tax whatsoever that may be levied or charged in the future by any governmental authorities, including, but without limiting the generality of the foregoing the municipal, federal, or provincial governments or any of their agencies, on or with respect to any sale, transfer, lease or disposition of property or any provision of goods or services made in the course of a taxable activity and the Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for such tax, whether or not the legislation imposing such tax places the primary responsibility for payment thereof onto the Vendor, and the Vendor shall be allowed to charge the Purchaser as an adjustment on the Closing Date with the estimated amount of any such tax, notwithstanding that such tax may not have been formally or finally levied and payable with such tax adjustment being subject to readjustment, if necessary, when the actual final assessment or levy is available or determinable;
- m. any and all applicable levies, capital charges, imposts, or other charges or levies or costs of any nature or kind whatsoever as well as the amount of any development charge(s) and/or education development charge(s) assessed against or attributable to the Dwelling (or assessed against the Property or any portion thereof, and attributable to the Dwelling by pro-rating same in accordance with the number of Dwellings in the Project) pursuant to the *Development Charges Act 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, S.O. 1997, as amended from time to time, made or imposed by the Municipality or regional municipality or any other governmental and/or competent authority in connection with the Property (collectively the “**Levies**”) as well as any increase in the cost of any Levies between the date upon which this Agreement was executed and the date upon which a building permit for the erection of the Dwelling was issued, in an amount not to exceed the sum of \$17,500.00 plus applicable HST. The Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for such Levies or increases thereto which amount shall be determined by the Vendor and which determination shall be conclusive between the parties hereto;
- n. an amount in respect of any parks levy, payment in lieu of park levies, and/or the cost of acquiring land to be conveyed for parkland dedication purposes, as applicable, in an amount not to exceed \$3,800.00 plus applicable taxes;
- o. the cost of any boulevard tree planting, which cost is to be absolutely determined by certificate of the Vendor or statutory declaration of an officer of the Vendor or estimated by the Vendor. At the Vendor’s sole option the cost referred to herein may be added to the Purchase Price instead of being adjusted as a credit to the Vendor on the statement of adjustments. The Purchaser acknowledges that there may not be a tree planted in front of the Property;
- p. the cost of any obligation undertaken to contribute to any community landscaping, any entry or other features and/or any fencing, which cost is to be absolutely determined by a certificate of the Vendor or statutory declaration of an officer of the Vendor or estimated by the Vendor and to be re-adjusted when known, shall be reimbursed by the Purchaser to the Vendor as an adjustment on Closing.
- q. the cost for the survey of the Property if same is provided to the Purchaser;
- r. the cost of any garbage and/or recycling bins for the Property; and
- s. any adjustment agreed to in writing subsequent to the execution of the Agreement.

21. If any of the adjustments to be made on the Closing Date cannot be accurately determined at the time of Closing, then the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined.
22. The Purchaser acknowledges and agrees that the hot water heater/tank is not included in the Purchase Price and is to be a rental that is not owned by the Purchaser and that it shall remain chattel property and shall not be or become a fixture and/or part of the Dwelling. The Purchaser may be informed of the terms and conditions governing the rental of the hot water heater/tank prior to Closing, and agrees, if required, to execute on, before or after Closing as the Vendor determines a rental document or other contract as required by any relevant municipal authority or public or private utility or third party company with respect to the said hot water heater/tank, failing which, at the Vendor's sole option, the Vendor shall be entitled to execute the hot water heater's/tank's supplier's standard rental document or other contract on behalf of the Purchaser as his attorney or agent.
23. In the event any payment tendered (whether by cheque, bank draft, wire transfer, pre-authorized payment or otherwise) by the Purchaser is returned by reason of there not being sufficient funds in the account on which said payment is drawn, the Purchaser shall pay the Vendor for each such returned payment the sum of five hundred (\$500.00) Dollars plus HST as liquidated damages and not as a penalty which payment shall, at the Vendor's option, be made as an adjustment on the Closing Date in favour of the Vendor or be delivered to the Vendor together with the replacement payment. In addition, if the Vendor accepts a replacement cheque from the Purchaser such replacement cheque shall be a certified cheque. At the Vendor's sole and absolute discretion, the foregoing administrative fee may be collected as an adjustment on the Closing Date or together with the replacement payment delivered by the Purchaser.
24. The Purchaser hereby covenants and agrees to pay the sum of One Hundred and Fifty (\$150.00) Dollars plus HST as an administrative fee for each sum that the Vendor permits to be paid to the Vendor's Solicitor on account of the Purchase Price for the Unit by wire transfer or direct deposit. All payments by wire transfer or direct deposit, where permitted by the Vendor and the Vendor's Solicitor, shall be made in strict accordance with the provisions of the Vendor's Solicitor's wire transfer or direct deposit instructions, which may be amended by the Vendor's Solicitor from time to time at its sole and absolute discretion. Without derogation from any other right or remedy of the Vendor, if the Purchaser or the Purchaser's solicitor fails to comply with the wire or direct deposit instructions of the Vendor's Solicitor, the Purchaser covenants and agrees to pay an additional adjustment of One Hundred and Fifty (\$150.00) Dollars plus HST as an administrative fee per occurrence;
25. In the event the Purchaser or the Purchaser's solicitor requires a photocopy or PDF scan of this Agreement or any other document contained in the Vendor's Solicitor's file, the Purchaser hereby covenants and agrees to pay to the Vendor a fee of \$150.00 plus HST for each such delivery by Vendor's solicitor.
26. In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitors, whether on account of the Purchase Price for upgrades or otherwise, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Real Property as permitted under this Agreement, or change his or her solicitor, or change any other information or any documentation reflected in (or comprising part of) the closing package that is prepared by the Vendor's solicitors, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's Solicitor's the legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's Solicitors in order to implement any of the foregoing so requested by the Purchaser (with the Vendor's Solicitors' legal fees for implementing same in each instance being \$500.00 plus HST), but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing so requested.
27. In the event that the Purchaser requests any change to this Agreement for which an amendment is required, or request to terminate the transaction with the mutual agreement of the Vendor, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's legal fees (and ancillary costs) being \$500.00 plus HST, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, said amendment or termination so requested.
28. In the event that the Purchaser requests that the Escrow Agent refrain from depositing deposit monies for a period of time, delay the deposit of deposit monies to a new date, replace or change method of payment of deposit monies, or any other task involving the administration of deposit monies, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's legal fees (and ancillary costs) being \$50.00 plus HST per cheque unless otherwise agreed to by the Vendor in writing, but without there being any obligation whatsoever on the part of the Vendor or Escrow Agent to approve of, or to implement, any of the foregoing requests.

HARMONIZED SALES TAX

29. (a) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinbefore and hereinafter referred to as the "**HST**"), and that the Vendor shall remit the HST to Canada Revenue Agency (the "**CRA**") on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the *Excise Tax Act* (Canada), as may be amended, (collectively, the "**Rebate**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Real Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date, the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Real Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Real Property, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a Builder or other similar form as prescribed from time to time (the "**Rebate Form**"). The Purchaser covenants and agrees

to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Closing Date) the Rebate Form executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's or Vendor's solicitors belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling before or after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to the *Excise Tax Act*, as may be amended, (the "ETA") and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (b) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement or any amendment or addenda thereto, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the ETA. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments (including the increase in the rate of HST) and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

EXTRAS/UPGRADES

- 30. (a) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed as a result of the Purchaser's default under any of the terms of this Agreement. If any amount payable for extras, upgrades or changes is owing to the Vendor as of the Closing Date such amount shall be paid in full on the Closing Date. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes, then there shall be refunded to the Purchaser upon the Closing Date that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. In the event such extras, upgrades or changes were included at no charge whether or not included as part of this Agreement then the Vendor's cost of completing such incomplete items will be refunded. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.
 - i. All selection documents for extras, upgrades and changes, once signed and dated by the Purchaser, shall be deemed final, regardless of the stage of construction. In the event that a change request is made by the Purchaser, approval will be at the sole discretion of the Vendor. Should the request be accommodated, it will be subject to and the Purchaser agrees to pay a fee of \$1,000.00 per trade affected.
 - ii. In the event the Purchaser cancels his or her appointment with the Vendor regarding the Purchaser's selections less than 24 hours before the appointed time, or fails to attend such appointment without canceling, the Purchaser shall pay a fee of \$100.00 to the Vendor for such missed appointment. A cancellation is considered late when the appointment is cancelled less than 24 hours before the

appointed time. A missed appointment is when a Purchaser misses an appointment without cancelling.

NOTICE AND WARNING CLAUSES

31. The Purchaser hereby confirms that the Purchaser has been advised of the matters set out in the Schedule attached to this Agreement titled "Warning Clauses and Notice Provisions". The Purchaser acknowledges that the Subdivision Agreements and any subsequent agreements to be entered into or registered between the Vendor and the Municipality or any other applicable party may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the usage of the Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, and the status of services and works in the Subdivision. After all required notices and warnings are available, a copy thereof shall be sent to the Purchaser as a notice in the manner set out in this Agreement and such transmittal shall constitute acknowledgment of receipt of a copy thereof and the Purchaser irrevocably designates the Vendor as its attorney and/or agent to execute and deliver on the Purchaser's behalf to the Municipality or any other applicable party any required acknowledgments with respect thereto. On or before Closing, the Purchaser shall, if required by the Vendor, forthwith execute upon request from the Vendor or its solicitors an acknowledgment or amendment to this Agreement containing the required notices and warning clauses, failing which the Purchaser shall be in default under this Agreement, and the Vendor shall be entitled, at its sole option, to terminate this Agreement and, upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder.

NON-MERGER

32. The covenants and agreements of each of the parties hereto shall not merge on the Closing Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

ELECTRONIC COMMERCE ACT

33. Pursuant to subsection 3(1) and any other relevant provisions of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or the Vendor's solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or the Vendor's solicitors; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or the Vendor's solicitors, in the Vendor's sole and unfettered discretion.

34. Furthermore, it is expressly acknowledged and agreed by the parties hereto that:

{a} the Vendor's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including any documents required or desired in connection with the closing of this purchase and sale transaction (including without limitation, the Vendor's provision and delivery of any notices and/or documents that may be required to be in writing); and

{b} the Purchaser's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including the acknowledgement of receipt of the executed agreement of purchase and sale, as well as any documents required or desired in connection with the closing of this purchase and sale transaction (including without limitation, the Purchaser's provision and delivery of any notices and/or documents that may be required to be in writing);

may be made or manifested in an electronic format, and may be executed by way of an electronic signature of any such documents (undertaken by or through a computer program, or by any other electronic means, including without limitation, by or through DocuSign Inc.'s electronic signing platform, or by any other similar secure electronic application or platform), as expressly contemplated and permitted by the Electronic Commerce Act 2000, S.O. 2000, as amended, and as and when any such document(s) is/are executed by way of an electronic signature, same shall thereupon be deemed to be valid, binding and enforceable upon the party or parties so executing same electronically. For purposes of clarification, the terms "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act 2000*, S.O. 2000, as amended. If and when either or both of the parties hereto executes this Agreement by or through DocuSign Inc.'s electronic signing platform (or by any other similar secure electronic application or platform), then such party or parties shall, upon the request of the other, be obliged to forthwith provide the other party hereto with a certificate of completion produced or issued by DocuSign Inc. (or any similar certificate issued by any other secure electronic platform) which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that the Purchaser shall nevertheless be obliged to provide and deliver to the Vendor's solicitors at least one originally-signed HST New Housing Rebate Form (and not an electronically-signed version thereof, nor a photocopy, a telefaxed copy or a scanned/e-mailed copy thereof) in connection with the final closing of this purchase and sale transaction.

35. It is expressly acknowledged and agreed by the parties hereto that a photocopy or a scanned and e-mailed copy of this executed Agreement may be relied upon (and correspondingly enforced) to the same extent as if it were an originally-executed version.

INSURANCE/RISK

36. All buildings and equipment comprising the Dwelling and the Real Property shall be and remain at the risk of the Vendor until Closing and pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof for the Vendor's benefit alone. In the event of damage to the Dwelling, the Vendor may either in its sole discretion (a) repair the damage, finish the Dwelling and complete the sale and, if necessary, delay the Closing Date in the manner permitted in the Taron Addendum; or (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor payable under law if the damage to the Dwelling has frustrated this Agreement at law. The Purchaser shall place his own insurance on the Real Property on or prior to the Closing Date.

PURCHASER COVENANTS AND AGREEMENTS

37. Notwithstanding the closing of this transaction, the Purchaser hereby authorizes and shall not obstruct or interfere in any way with the Vendor, the subdivider or the developer, the Municipality, the regional municipality, the public and/or private utilities, the telephone and/or cable company or persons authorized by any of them, free access to the Real Property and the Dwelling at all reasonable hours in order to make inspections and to do such work or repairs, including, but not restricted to, correction of sodding and/or grading, installation of catch basins, installation, repair, construction or reconstruction and/or maintenance of any of the municipal services, public and/or private utilities and other services, including sewers and water mains; and for any of the purposes aforesaid or related thereto, such entry on the Real Property and Dwelling by any such persons shall not be deemed to be committing trespass and the Purchaser does hereby give leave and licence to any of such persons for the purposes aforesaid and free access for any such persons shall continue for such period of time as may be set out in the Subdivision Agreements or any other agreements affecting the Real Property or as may be required by the Vendor, the subdivider or the developer and/or any municipal or governmental authority, regulatory body or public or private utility. The Purchaser further covenants to comply with and not to breach any of the Subdivision Agreements or any other such agreements.
38. The Purchaser undertakes and covenants that he will not, at any time either before or after the Closing Date, without the prior written authority of the Vendor and the subdivider or the developer (which may be unreasonably or arbitrarily withheld) interfere with or alter the drainage ditch, obstruct the natural flow of water or obstruct the drainage as designed and engineered by the subdivider or the developer, erect fences, porches, patios, planting, paving, swimming pool, clothes lines or obstructions of any kind, remove top soil or subsoil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Real Property or surrounding lots or lands in any way and if he does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove or relocate such obstructions at the Purchaser's expense and be paid, forthwith upon demand, the cost thereof. The Purchaser shall adhere to the overall drainage patterns of the Subdivision, including such easements as may exist or may be required for the purpose of water drainage upon the Real Property to and from adjoining lands, and the Purchaser agrees to grant such easements as may be required from time to time by the Vendor or subdivider or developer for drainage. The foregoing covenant may, at the option of the Vendor, be included in any transfer of title to the Purchaser and shall run with the land. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard whatsoever. If the Vendor is required by the subdivider, developer or any governmental authority to replace any laid sod as a result of the Purchaser's default under this Section, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to do so until payment has been made therefore in full to the Vendor by the Purchaser.
39. The Vendor hereby notifies the Purchaser and the Purchaser acknowledges that the subdivider or the developer has agreed to provide and pay for paved roads, sidewalks, curbs, street lighting, sanitary and storm sewers, street signs and other services as required by the Subdivision Agreements and that such is the responsibility of the subdivider or the developer and not the Vendor. In the event that title to the Real Property is transferred directly from the subdivider or the developer or another party (the "**Party**") rather than the Vendor the Purchaser covenants and agrees to execute and deliver on the Closing Date an acknowledgement and release in a form satisfactory to the Vendor and/or subdivider and/or developer and/or the Party releasing the subdivider or the developer or the Party, as the case may be, from any and all matters in respect of the within transaction and acknowledging that the subdivider or the developer or the Party, as the case may be, has no liability, obligation or responsibility to the Purchaser.
40. The Purchaser agrees that until all lots or blocks in the Subdivision are sold, the Vendor shall have the exclusive right to maintain model homes, signs, sales staff and marketing material(s) in the Subdivision and to show prospective purchasers through the Subdivision and through any unsold homes and the Purchaser agrees not to display any sign on the Real Property offering the Real Property for sale or rent. In the event that the Purchaser displays any such sign on the Real Property, the Vendor shall have the absolute right to enter on the Real Property and remove such sign without such act being a trespass.
41. The Purchaser agrees that he or she shall not finish the basement of the Dwelling for at least two (2) years from the Closing Date. The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind or nature whatsoever which the Vendor shall be required at law or by Tarion to repair, the Vendor shall not be liable for any consequential damage caused by the water or otherwise nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser, but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof. Further, the Purchaser waives his right to any claim against the Vendor for damage to the Dwelling due to shrinkage, warpage, twisting or settlement or any secondary or consequential damage resulting therefrom. Further, the Vendor shall not be liable for any secondary or consequential damages whatsoever which may result from any defect in materials, design or workmanship related to the Dwelling. The Purchaser further acknowledges that the Vendor is not responsible for the repair of any exterior work resulting from settlement, including driveways, walkways, patio stones or sodded areas or for any damage to interior household improvements or decor caused by material shrinkage, twisting or warpage. The Purchaser agrees that this Section may be pleaded by the Vendor in estoppel of any claims by the Purchaser pursuant to this Section.
42. The Purchaser agrees that prior to the Closing Date he will not in any circumstances enter onto the Real Property without the express written authority of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In addition, the Purchaser agrees that he will not in any circumstances, either personally or by his agent, servant or authorized representative, perform or have performed any work of any nature or kind whatsoever on the Dwelling or the Real Property prior to the conveyance of the Real Property to the Purchaser and in the event of a breach of this covenant, the Vendor shall be entitled, at its sole option, to deem such breach as an event of default by the Purchaser under this Agreement or to take whatever steps are necessary to remove, correct or remedy any such work, and in such event, at the Vendor's sole option, the costs and expenses thereof plus a fifteen percent (15%) administration fee shall be paid to the Vendor by the Purchaser forthwith upon demand by the Vendor or added to the Purchase Price as an adjustment on the Closing Date. In the event the Vendor completes the sale of the Real Property to the Purchaser all warranties related to any items and/or matters the Purchaser affected by his actions shall be void.
43. The Purchaser acknowledges that due to the nature and extent of construction work which will be required to be undertaken by the Vendor on the Real Property in connection with the excavation, erection, and construction of the Dwelling, one or more trees may be removed from the Real Property and others may or will suffer damage or destruction both before and after Closing, as a result of the removal, interference or the destruction of roots, contact with the trunk by equipment or machinery or otherwise. The Purchaser hereby acknowledges, covenants, and agrees that the Vendor shall not be responsible or liable in any manner, whatsoever, for any loss or destruction to trees or for any loss or

destruction to the property of the Purchaser howsoever caused nor shall the Vendor be responsible or liable for the removal of any trees or parts thereof, from the Real Property, at any time, whatsoever. It is understood and agreed that the Vendor has made no representation, warranty, guarantee, collateral agreement or condition whatsoever, regarding the preservation, removal, condition or health of trees on the Real Property.

44. The Purchaser agrees that he will not, for a period of at least five (5) years from the Closing Date, plant any trees, shrubs, vines, hedges or other landscaping or place/install any in ground swimming pools on the Real Property without the express written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Vendor shall have the right during such period to enter on the Real Property, without notice to the Purchaser, and to remove, without any liability, whatsoever, any such trees, shrubs, vines, hedges or other landscaping planted or in ground swimming pools installed/placed on the Real Property in contravention of this Section without such act being a trespass.

NON-REGISTRATION AND NO ASSIGNMENT AND NO OBJECTION

45. The Purchaser covenants and agrees that he will at no time register or attempt to register this Agreement on title to the Real Property by way of caution, deposit, assignment or in any way whatsoever, and it is expressly agreed by all parties hereto that any such registration or attempt by the Purchaser or anyone acting for or through him shall constitute an event of default under this Agreement. In the event that this Agreement, a caution, a deposit, an assignment or any other instrument whatsoever is registered against or dealing with the title in contravention of this provision, then the Purchaser hereby appoints the Vendor his true and lawful attorney and/or agent for the purposes of removing the instrument from title, including the giving of any discharge, lifting or release of any caution, deposit or the assignment of any rights pursuant to this Agreement. The Purchaser hereby irrevocably consents to a court order removing any such notice of this Agreement, caution, deposit or any other documents or instruments whatsoever from title to the Real Property. The Purchaser shall bear all costs incurred by the Vendor in the exercise of any of its rights pursuant to this provision. The Purchaser acknowledges that notwithstanding any rule of law to the contrary that by executing this Agreement he has not acquired any equitable or legal interest in the Dwelling or the Real Property.
46. The Purchaser covenants and agrees that he will in no way, directly or indirectly, list for sale or lease, advertise for sale or lease, rent, convey, transfer, sell or lease, nor in any way assign his interest under this Agreement or the Purchaser's rights and interests hereunder or in the Real Property, nor directly or indirectly permit any third party to list or advertise the Real Property for sale or lease at any time prior to the Closing Date without the prior written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. If the Vendor does consent to an assignment, such consent shall be granted only to the named Purchaser after the Vendor has entered into binding agreements of purchase and sale of not less than ninety (90%) percent of the Units in the Condominium and the Purchaser agrees to pay to the Vendor an assignment fee in the amount of Ten Thousand Dollars (\$10,000.00) plus HST, payable to the Vendor, as well as, legal fees in the amount of \$750.00 plus HST and disbursements payable to the Vendor's Solicitor, and shall execute the Vendor's form of assignment agreement which agreement shall provide, inter alia, that the Purchaser shall remain liable under this Agreement notwithstanding the assignment, that the assignee shall first provide evidence of financing sufficient to demonstrate the Purchaser's ability to complete the transaction contemplated by this Agreement, satisfactory to the Vendor and a prohibition on listing the Unit for sale under any Multiple Listing Service or other third party listing service or advertising the Unit for sale on the internet or on any online platform or in any manner not approved in advance in writing by the Vendor, except that a Unit may be listed for sale only by a licensed Real Estate Brokerage firm selected by the Vendor in its sole and unfettered discretion. The Purchaser acknowledges and agrees that once a breach of the preceding covenant and agreement occurs such breach shall be a default hereunder and, at the Vendor's sole option, be deemed incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of taking whatever steps are available to the Vendor in the event of the Purchaser's default. The Purchaser shall not be permitted to direct title to any third parties without the prior written consent of the Vendor which consent may be unreasonably or arbitrarily withheld.
47. The Purchaser covenants and agrees that he shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Real Property, or any neighboring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
48. The Purchaser covenants and agrees to use the Dwelling only for allowable uses under the relevant zoning by-laws applicable to the Property from time to time. The Purchaser acknowledges that it is the Purchaser's sole responsibility to ensure that the Purchaser's use of the Dwelling is in compliance with all municipal by-laws. The Purchaser covenants and agrees that the Purchaser shall not, either before or after closing, utilize or allow the Dwelling to be utilized, and/or apply for or allow any person to apply for any occupancy permit in respect of the Dwelling which shall permit the use thereof contrary to the zoning by-law applicable to the Dwelling. The Purchaser agrees that the allowable uses of the Dwelling shall be further restricted, which restrictions shall be incorporated in restrictive covenants to be registered on title to the Property.

ELECTRONIC REGISTRATION AND TENDER

49. The parties waive personal tender and agree that tender in the absence of any other mutually acceptable arrangement and subject to the provisions of this Agreement shall be validly made by the Vendor upon the Purchaser by a representative of the Vendor (which shall include the Vendor's solicitor) attending or being available at the offices of the Vendor's solicitors at 3:30 p.m. on the Closing Date and remain there until 4:30 p.m. of the same date and being ready, willing and able to complete the subject transaction. In the event the Purchaser or his solicitor fails to appear or appears and fails to close the subject transaction such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor was ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank.
50. Given that the electronic registration system (hereinafter referred to as the **"Teraview Electronic Registration System"** or **"TERS"**) is operative in the applicable Land Titles Office in which the Real Property is registered, the following provisions shall prevail:
- (a) the Purchaser shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario, to represent the Purchaser in connection with the completion of this transaction. The Purchaser shall authorize such solicitor to, at the option of the Vendor's solicitor, either execute an escrow closing agreement with the Vendor's solicitor on the standard form recommended by the Law Society of Ontario (hereinafter referred to as the **"Escrow Document Registration Agreement"**) establishing the procedures and timing for completing this transaction or to otherwise agree to be bound by the procedures set forth in the Escrow Document Registration Agreement;

- (b) the delivery and exchange of documents, monies and keys to the Dwelling, and the release thereof to the Vendor and the Purchaser, as the case may be:
- (i) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement;
- (c) the Purchaser expressly acknowledges and agrees that he will not be entitled to receive the transfer/deed of land to the Real Property for registration until the balance of funds due on the Closing Date, in accordance with the statement of adjustments, are either remitted by certified cheque(s) via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed of land for registration;
- (d) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original) or by electronic transmission of electronically signed documents through the Internet provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same [unless the document is an electronically signed document pursuant to the *Electronic Commerce Act of Ontario*, as may be amended] to the recipient party by overnight courier sent the day after Closing, if same has been so requested by the recipient party; and
- (e) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered all closing documents to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement and keys are also delivered to the Purchaser's solicitor or made available for the Purchaser to pick up at the Vendor's sales office, customer service office, construction site office or other location at the discretion of the Vendor;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor,
- without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.
- (f) The Purchaser covenants and agrees to direct its solicitor to provide the Vendor's Solicitors with a copy of the registered Transfer/Deed forthwith after registration of said Transfer/Deed.

51. Notwithstanding anything herein contained to the contrary, in the event the Purchaser or the Purchaser's solicitor advises the Vendor or the Vendor's solicitor, on or before the Closing Date, that the Purchaser is unable or unwilling to complete the purchase of the Real Property, the Vendor shall be relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser's solicitor and the Vendor may forthwith exercise any and all of its rights and/or remedies in this Agreement and/or at law.

DEFAULT AND REMEDIES

52. (a) The Purchaser shall be deemed to be in default under this Agreement in each and every one of the following events, namely:
- (i) upon the non-payment of all or any portion of the Purchase Price, or any other amount due hereunder;
 - (ii) upon a breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser; and
 - (iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Real Property.
- (b) A certificate of the Vendor or an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been given to the Purchaser, shall be conclusive evidence of the facts therein stated. In the event of any such default in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the rights and remedies as set out below.
- (c) In the event of a default by the Purchaser, then, in addition to any other rights or remedies which the Vendor may have, the Vendor, at its sole option, shall have the right to terminate this Agreement and preserve any rights the Vendor may have against the Purchaser and in such event, all monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon 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 the event the Vendor's solicitors are holding any of the deposit monies in trust pursuant to this Agreement, then in the event of a default, the Vendor's solicitors shall pay to the Vendor the said deposit monies together with any interest accrued thereon, provided the Vendor has delivered to its solicitors a certificate of the Vendor or an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the said deposit monies and accrued interest, if any. Thereupon the Purchaser hereby releases the Vendor's solicitors from any obligation to hold the said deposit monies, if any, and interest, if any, in trust, and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies, if any, and accrued interest, if any, to the Vendor.

- (d) It is understood and agreed that the rights contained in this Section on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment of any amount as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to eight per cent (8%) above the prime rate of the Vendor's bank, calculated from the due date to the date of payment. Prime rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which the Vendor's bank establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time. In the event of any other default under this Agreement by the Purchaser the Vendor shall have the right, at its sole option, but not the obligation, to take whatever steps are necessary to correct and/or remedy such default and the Purchaser shall pay forthwith to the Vendor upon demand the costs and expenses of the Vendor in doing so plus a fifteen percent (15%) administration fee. In addition in the event that the Purchaser delays the Closing Date, the Vendor shall have the right to charge \$200.00 plus HST per day as liquidated damages for each day of the delay plus a legal/administrative fee of \$500.00 plus HST per delay towards the administration of a delayed closing and to amend and/or create documentation. In the event the Purchaser fails to pay any of the foregoing amounts to the Vendor after demand the Vendor shall have the right, at its option, to add any of such outstanding amounts to the Purchase Price as an adjustment on the Closing Date.
- (e) In the event that the Purchaser is in default of any obligation under this Agreement, the Purchaser covenants and agrees to pay as an adjustment on the Closing Date the legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's solicitors in order to address such default, including but not limited to preparation and delivery of each notice of default, each notice of termination, each agreement to revive and each other applicable document (with the Vendor's solicitors' legal fees being a minimum of \$250.00 plus HST in each instance).
53. The Purchaser agrees that the Vendor shall have a Vendor's Lien on the Closing Date for unpaid purchase monies, adjustments and/or claims herein provided, together with interest thereon as set forth in paragraph 40(d) hereof and shall be entitled to register a Notice of Vendor's Lien against the Real Property any time after the Closing Date. Similarly, if the Purchaser was credited for the Rebate on the Closing Date but it is subsequently determined that the Purchaser does not qualify for the Rebate as set forth in paragraph 40(d) hereof, the Vendor shall have a Vendor's Lien for the amount of the Rebate credited to the Purchaser, plus legal fees and disbursements incurred by the Vendor as a result of the Purchaser's improper claim for the Rebate, and the Vendor shall be entitled to register a Notice of Vendor's Lien against the Real Property. The Vendor will upon request deliver to the Purchaser for registration at the Purchaser's expense a release of the Vendor's Lien after such monies have been received by the Vendor.
54. The Purchaser covenants and agrees to pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom he is in law responsible to any services installed within the Subdivision, which services shall, without limitation, include survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities. The amounts so paid by the Vendor shall form and constitute a Vendor's lien against the Real Property which Vendor's lien may be enforced in the same manner as a mortgage/charge thereon.
55. The Purchaser hereby agrees to indemnify and save harmless the Vendor, its servants and agents, successors and assigns, from all actions, causes of action, claims and demands whatsoever for, upon or by reason of any damage, loss or injury to a person or property of the Purchaser or any of his friends, relatives, workmen, agents or anyone else for whom at law the Purchaser is responsible who have entered on the Real Property or any part of the Subdivision whether with or without the authorization, express or implied, of the Vendor.
56. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure.
57. Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that construction of the Dwelling is not completed on or before the Closing Date for any reason or in the event the Vendor cannot complete the subject transaction on the Closing Date, other than as a result of the Purchaser's default, the Vendor shall not be responsible or liable to the Purchaser in any way for any damages or costs whatsoever including without limitation loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs other than those costs set out in the Tarion Addendum.
58. In the event the Vendor's solicitors or an Escrow Agent is/are holding any of the Deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the Vendor's solicitors and/or Escrow Agent from any obligation to hold the Deposits, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the Vendor's solicitors and/or Escrow Agent to deliver the said Deposits and accrued interest, if any, to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's solicitors may rely upon the advice of the Vendor that a default has occurred and hereby releases the Vendor's solicitors and/or Escrow Agent from any liability in this regard.

CAUSE OF ACTION/VENDOR ASSIGNMENT

59.

- (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (b) At any time prior to the Closing Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and instead of the Vendor.

NOTICE

60.

- (a) Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required therein.
- (b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or the Purchaser's solicitor to their respective addresses set out in this Agreement as such address is described as the "Purchaser's Address" in the Tarion Addendum and to the Vendor or the Vendor's solicitors to their respective addresses set out in this Agreement or in all cases such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, facsimile transmission or electronic mail and upon the third day following posting excluding Saturdays, Sundays and statutory holidays. In the event of a mail stoppage or slow down, all notices shall be delivered, sent by facsimile transmission or sent by electronic mail. This Agreement or any amendments or addendum thereto may, at the Vendor's option, be properly delivered, if delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party. The Purchaser undertakes to immediately provide the Vendor of any new address and contact information.
- (c) The Purchaser acknowledges and agrees that only one email address may be set forth on page 2 of the Tarion Addendum, and that delivery of notice by email to such email address shall constitute proper notice to all individuals and entities being the Purchaser under this Agreement from time to time.

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

61. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Real Property, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital status, residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired Dwelling design(s) and colour/finish selections. In particular but without limiting the foregoing, the Vendor may disclose such personal information to:

- (a) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency ("CRA") (i.e. with respect to HST);
- (b) CRA, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the *Income Tax Act (Canada)*, as may be amended;
- (c) any companies or legal entities that are associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company, if applicable) and are developing one or more other developments, projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (d) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family with respect to the Real Property, including without limitation, the Vendor's construction lender(s), the person and/or firm monitoring the project of which the Real Property forms a part (the "Project") and its costs, the Vendor's designated construction lender(s), HCRA, Tarion and/or any warranty bond provider and/or deposit insurer, required in connection with the development and/or construction financing of the Project and/or the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (e) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Project and/or the Real Property (or any portion thereof) and any title insurance companies providing (or wishing to

provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

- (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, water/chilled water/hot water, gas, furnace and/or other similar or related services to the Real Property (or any portion thereof) (collectively, the "**Utilities**") unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (h) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new developments, projects or communities and/or related services to the Purchaser and/or members of the Purchaser's family unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the aforementioned third party data processing companies;
- (i) the Vendor's solicitors, to facilitate the closing of this transaction, including the closing by electronic means via the TERS, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation as well as to any third party cloud service provider of the Vendor or the Vendor's Solicitor; and
- (j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

In accordance with the foregoing provisions of this Agreement, the Purchaser hereby reaffirms and consents to the Vendor and its current and possible future lenders obtaining a consumer's report containing credit and/or personal information in respect of the Purchaser for the purposes of this transaction. Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his personal information may be delivered to the Vendor at the address set out in the Tarion Addendum to the attention of the Privacy Officer.

KEYS

62. The Purchaser agrees that keys may be released to the Purchaser at the Vendor's sales office, customer service office or construction site office, or by way of release of a code to a lockbox situated on the Dwelling's front door, as selected by the Vendor (the "**Office**") upon completion of this transaction, unless otherwise determined by the Vendor. The Vendor's or its solicitors' advice that keys are available for release to the Purchaser constitutes a valid delivery of keys to the Purchaser. The Purchaser shall have until 5:00 p.m. on the date keys are released to pick up same from the Office failing which the Purchaser may pick up the keys on the next following business day.

ONE-TIME UNILATERAL RIGHT TO EXTEND CLOSING

63. The Vendor shall have a one-time unilateral right to extend the Closing Date for one (1) Business Day (as defined in the HCRA/Tarion Addendum) to avoid the necessity of tender where the Purchaser is not ready to close on the Closing Date and delayed closing compensation will not be payable for such period.

CONSTRUCTION LIEN ACT

64. The Purchaser covenants and agrees that he is a "home buyer" within the meaning of the *Construction Act of Ontario*, as may be amended, and will not claim any lien holdback on the Closing Date.

GENERAL

65. The offer, when accepted shall constitute a binding agreement of purchase and sale. Time shall in all respects be of the essence of this Agreement. All of the Purchaser's and Vendor's covenants and obligations contained in this Agreement shall survive Closing of this transaction. It is agreed that there is no representation, warranty, guarantee, collateral agreement or condition affecting this Agreement or the Dwelling or the Property, except as set forth herein in writing, and this Agreement shall not be amended except in writing. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales representatives are knowledgeable about many of the issues regarding the sale and construction of a new home they cannot be expected to know all aspects of same or all of the details of same. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser which the Purchaser is relying on in making the Purchaser's decision to purchase the Dwelling or the Property except as set forth in this Agreement in writing. The Purchaser releases and absolves the Vendor of any obligation to perform or comply with any promises or representations as may have been made by any sales representative or in any sales or marketing material(s), unless the same has been reduced to writing herein.
66. This offer and acceptance is to be read with all changes (including gender and number) required by the context, and shall be construed in accordance with the laws of the Province of Ontario.
67. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
68. The parties hereto agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification can be transmitted by fax transmission or, at the Vendor's option, by email (wherein a copy is scanned and forwarded by email to the other party) and that communication by such means will be legal and binding on all parties hereto.
69. In the event there are any matters provided for in this Agreement which are or may be the Vendor's responsibility pursuant to a municipal, regional or other governmental authority requirement and which the Municipality and/or Region and/or any other governmental authority no longer requires the Vendor to perform, complete, construct or install then such matter(s) shall be deleted from this Agreement and the Vendor shall have no responsibility or obligation in respect thereof.

70. The Purchaser agrees to comply with the terms of any direction re: funds provided by the Vendor or its solicitors in respect of the balance due on the Closing Date and to deliver on the Closing Date certified cheques for the balance due on Closing as directed by the Vendor or its solicitors.
71. The headings and section numbers of this Agreement form no part hereof and are inserted for convenience of reference only.
72. If any provision of this Agreement or the application to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
73. The Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
74. The Purchaser agrees as follows:
- (a) if any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be: (i) prepared in accordance with the *Substitute Decisions Act, 1992*, (ii) signed in the Province of Ontario, (iii) subject to the laws of the Province of Ontario, and (iv) a notarial copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that the said power of attorney has not been revoked) shall be delivered to the Vendor and the Vendor's solicitors along with such documents; and
 - (b) where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and the Purchaser may not plead such agency, trust relationship or any other relationships as a defence to such liability. Purchasers are advised that nothing in this paragraph shall be construed as the Vendor providing its approval that the Purchaser may be a corporation or may be buying in trust for another, or that title may be directed in any manner other than specifically permitted in this Agreement.

ADDITIONAL PROVISIONS

75. The Purchaser acknowledges that certain lots within the subdivision may require catch basins in the rear yard and associated leads and that hydro transformers, street light poles and hydrants will front onto certain lots (including the Real Property) within the Subdivision. The Purchaser agrees to accept the Real Property subject to any retaining walls, catch basins, noise fencing, privacy fencing, decorative fencing, other fencing, landscaping or other subdivision enhancement features required pursuant to the municipally approved plans.
76. In accordance with the early termination conditions set out in the Tarion Addendum, this Agreement is conditional upon the Vendor being satisfied, in its sole, unfettered and absolute discretion, with the credit worthiness of the Purchaser. The Purchaser covenants and agrees to deliver to the Vendor all financial, personal and other relevant information regarding the Purchaser's credit worthiness within ten (10) calendar days from the date of the acceptance of this Agreement. Such information shall include, but is not limited to, written confirmation of the Purchaser's income, a statement of the Purchaser's family assets and liabilities, a firm mortgage commitment and any further information that may be requested by the Vendor. The Vendor shall have fifteen (15) calendar days, following receipt of all such financial information, to satisfy itself with respect to the Purchaser's credit worthiness, in the Vendor's sole unfettered and absolute opinion. In the event, the Vendor notifies the Purchaser in writing that it is not satisfied with the Purchaser's credit worthiness prior to midnight on the fifteenth (15th) calendar day following receipt of all material financial information, then the portion of the Deposit paid to the Vendor shall be returned to the Purchaser without interest and the Agreement shall be terminated. The Purchaser covenants to deliver to the Vendor any revised information regarding any change in the Purchaser's mortgage commitment, financial, personal and other information ("Revised Information") forthwith upon receipt of the Revised Information, this Agreement will be conditional for a further fifteen (15) calendar days for the Vendor to satisfy itself of the Purchaser's credit worthiness in its sole and unfettered discretion. If the Vendor advises it is not satisfied, then the Purchaser shall be deemed to be in default under this Agreement. The Purchaser hereby authorizes and consents to the Vendor conducting a credit and/or criminal check on the Purchaser.
77. Any fencing, retaining walls or noise barriers or other items of a similar nature erected by the Vendor or the Municipality on, adjacent to or abutting the Real Property shall not be removed by the Purchaser and shall be maintained by the Purchaser, after Closing, without any modification or alteration whatsoever and in good order and tidy appearance and any landscaping provided by the Vendor in connection therewith shall be maintained by the Purchaser in good order and condition.
78. The Purchaser hereby acknowledges that complete engineering data in respect of the municipally approved final grading of the Real Property may not, as yet, be completed. Accordingly, it may either (i) not be possible to construct the Dwelling with a walkout basement, lookout basement, backsplit or rear deck or (ii) the Vendor may be required to construct the Dwelling with a walkout basement, lookout basement, backsplit or rear deck even though one was not contemplated. In the event that this Agreement calls for a walkout basement, lookout basement, backsplit or rear deck and the Municipality will not permit the walkout basement, lookout basement, backsplit or rear deck, the Vendor shall provide written notice of same to the Purchaser and the Purchaser shall accept the Real Property without the walkout basement, lookout basement, backsplit or rear deck and be entitled to an abatement in the Purchase Price on Closing of the amount paid for the consideration of the walkout basement, lookout basement, backsplit or rear deck, as determined solely by the Vendor and evidenced by a certificate of the Vendor or statutory declaration of an officer of the Vendor. In the event that this Agreement does not call for a walkout basement, lookout basement, backsplit or rear deck, and the Municipality requires the construction of a walkout basement, lookout basement, backsplit or rear deck, the Vendor shall provide written notice of same to the Purchaser and the Purchaser shall accept the walkout basement, lookout basement, backsplit or rear deck and pay the Vendor's actual costs of such additional construction for same without mark up but include the cost of all associated construction equipment, labour and materials as an adjustment on the Closing Date (which costs shall be determined solely by the Vendor and evidenced by a certificate of the Vendor or statutory declaration of an officer of the Vendor). In dwellings where a lookout basement is required, a deck with steps and larger rear wall basement windows may be required. The Vendor may install such deck with steps and windows and the Purchaser shall pay to the Vendor, as an adjustment on the Closing Date, an amount equal to the Vendor's actual costs to supply and install such deck with steps and larger rear wall basement windows without mark up, but include the cost

of all associated construction equipment, labour and materials (which costs shall be determined solely by the Vendor and evidenced by a certificate of the Vendor or statutory declaration of an officer of the Vendor). In addition, in dwellings where a walkout basement, lookout basement or backsplit is required, lot grading circumstances may require that the patio doors on the main floor be constructed with wrought iron installed on its exterior and may require one (1) patio door and one (1) window be installed in the rear wall of the basement and the costs associated with same shall be dealt with in the same manner as set out above.

79. If the Purchaser orders as an upgrade or the Municipality requires the installation of an air conditioning unit or any additional improvements (collectively, the “**Additional Improvements**”) in or about the Dwelling, the Purchaser covenants and agrees to pay to the Vendor for the cost of the Additional Improvements and for the installation thereof. The Purchaser shall pay such cost forthwith upon request from the Vendor or as an adjustment on the Closing Date to the credit of the Vendor, as the Vendor may decide.
80. The Purchaser agrees to provide the Vendor, from time to time, a copy of his mortgage commitment from a financial institution and/or confirmation from the applicable lender that such mortgage commitment remains in good standing within ten (10) calendar days of this request by the Vendor, failing which the Purchaser will be in default under this Agreement. In the event such mortgage commitment is terminated or not in good standing at any time prior to Closing the Purchaser shall be deemed to be in default under this Agreement. If a copy of the mortgage commitment or confirmation as contemplated above are provided by a mortgage broker or other party on behalf of the financial institution/applicable lender then the mortgage broker or other party shall be satisfactory to the Vendor in its sole discretion failing which the Purchaser shall be deemed to be in default under this Agreement.
81. In the event that prior to Closing the Purchaser’s lender withdraws its approval of the Purchaser for a loan to purchase the Real Property due to any default, act or omission of the Purchaser or the Purchaser advises the Vendor that he cannot obtain financing for the purchase of the Real Property then the Purchaser shall be deemed to be in default under this Agreement. The Vendor shall also have the right, but not the obligation, at its sole option to take back or arrange financing whether a first and/or second mortgage directly from the Purchaser for an amount determined by the Vendor for a one year term payable interest only on the outstanding principal balance of such mortgage at a rate of interest not to exceed the prime rate of interest of the Vendor’s bank plus five per cent per annum calculated and payable monthly with any adjustments to the prime rate being made as same occur. The mortgage(s) shall be on the Vendor’s or arranged mortgagee’s standard form of mortgage and contain a due on sale clause and payment of monthly instalments of interest by post-dated cheque or pre-authorized payment clause and the Purchaser covenants and agrees to execute and deliver such mortgage(s) on the Closing Date. The Purchaser shall also forthwith upon request do all acts and execute and deliver all documents both before and after closing as may be required by the Vendor or the arranged mortgagee in connection with the taking back or giving of such mortgage(s). The Purchaser covenants that his spouse shall execute all such additional documents as may be required including a guarantee of the repayment of such mortgage(s). The Purchaser shall forthwith upon the request of the Vendor produce a copy of his mortgage approval for the purchase of the Real Property evidencing that the lender thereunder will advance sufficient funds to the Purchaser for the payment of the balance due on the Closing Date.
82. The Purchaser covenants and agrees that he will not obstruct or interfere in any manner whatsoever with the water box and/or shutoff valve located on the Real Property (the “**WB**”). If the Purchaser defaults in respect of such covenant and agreement or in any way damages the WB or in any way prevents the Vendor and its agents and contractors from having free and uninterrupted access to the WB for repair(s) thereto and/or maintenance thereof prior to the acceptance of the Subdivision services in the Subdivision by the Municipality the Purchaser shall be responsible for any and all damages, costs and expenses of the Vendor and its agents and contractors as a result thereof and shall pay for same upon demand by the Vendor. In addition, the Vendor and its agents and contractors are hereby authorized by the Purchaser to take whatever steps the Vendor may determine that is required to access and deal with the WB for repair(s) and/or maintenance and the Purchaser shall be responsible for any and all costs and expenses of the Vendor and its agents and contractors in respect thereof. The Vendor and its agents and contractors shall have access to the Real Property at all times for the purposes of this provision without same being a trespass. It is understood and agreed that the Vendor shall not be responsible to repair any damage to the Real Property caused by it or its agents and contractors in carrying out any of their rights under this provision. If the Purchaser does not pay any amounts due to the Vendor and its agents and contractors hereunder the Vendor may use any security deposit provided for in this Agreement to obtain such payment and if the Subdivision services have not been assumed or accepted by the Municipality the Purchaser shall deliver a cheque to the Vendor to cover the difference between the required security deposit amount and the actual security deposit amount held by the Vendor after deduction of any amounts taken by the Vendor as permitted hereunder.
83. The Purchaser represents and warrants that the Purchaser has not been introduced to the Property by any real estate agent or broker or by any other party (individually and collectively, the “**Agent**”) that may be entitled to a commission or compensation for the sale or purchase of the Property and in no event shall the Vendor be obligated to pay any such Agent a commission or compensation. In the event a claim is made against the Vendor by an Agent the Purchaser shall indemnify and save the Vendor harmless from any monetary claim made by any Agent against the Vendor and for any costs or expenses (including legal fees on a full indemnity basis) incurred by the Vendor in defending such claim.
84. The Purchaser acknowledges and agrees that notwithstanding references in this Agreement (or in any Schedules to this Agreement) to features of land, such as landscaping, trees, sod, fencing, yard(s) etc., the Vendor does not covenant, represent or warrant that the Real Property or the Sketch/Plan will contain any such features, unless such features are specifically set out in Schedule “A-1” to this Agreement.
85. In the event that the sideyards of the Real Property do not have sufficient sun for the sod to survive, the Vendor may elect, in its sole discretion, to place gravel in those areas in lieu of sod.
86. The Purchaser acknowledges that grading and sodding may be done between June and October of any year as per the Vendor’s scheduling programme and does not have to be done prior to the Closing Date. The Purchaser covenants and agrees that he shall solely be responsible for watering and general maintenance of sod once laid from the later of the Closing Date or the date sod is laid and the Vendor shall have no obligation whatsoever in that regard. In the event the Vendor is, for any reason, required to replace laid sod the Purchaser shall be responsible for payment of same to the Vendor and the Vendor shall not have any obligation to replace such sod until the Purchaser has paid for same plus HST.
87. Without limiting the other provisions of this Agreement, the Purchaser(s) agrees and acknowledges that they shall not install any inground swimming pool, inground hot tub or in ground spa within the Property until such time as the Municipality has assumed the subdivision. In addition to any other references and covenants of the Purchaser in this Agreement, the Purchaser’s attention is brought to the provisions of Sections 11(a), 20(h) and 26 of this Schedule “A”.
88. If the Purchaser is a spouse or a common law partner, and his/her spouse has not executed this Agreement, then the Purchaser warrants and presents that he/she is purchasing the Dwelling not only in his or her personal capacity but also

as agent or trustee for and on behalf of his/her spouse and that such spouse authorized the Purchaser to so execute this Agreement and all other documentation in any way associated with this transaction.

89. Side doors, garage doors or any other exterior door when shown on the Plans will be installed only where grading permits (in the Vendor's sole discretion), and the Purchaser acknowledges that the side hall and/or laundry area and/or foyer and/or any other area in the Dwelling may be lowered at the Vendor's sole discretion.
90. Due to architectural or municipal requirements special treatments may be necessary, including but not limited to window changes, shutters, brick detailing, minor interior modifications, exterior material changes and detailing etc. and the Purchaser hereby acknowledges and agrees to accept the same.
91. In the event the Vendor has agreed to install a paved driveway in respect of the Property the Purchaser acknowledges and agrees that such driveway may be installed in two stages, the first stage being a base coat of asphalt within the first year after the Closing Date and the second stage being the top coat of asphalt prior to the assumption of the Subdivision by both the Municipality and the Regional Municipality.
92. Drywall nail pops or shrinkage cracks will be repaired once if requested by the Purchaser, just prior to the expiration of the one-year warranty period. Repairs will be limited to drywall only. Any wall decoration such as paint or wallpaper etc. will be the responsibility of the Purchaser.
93. The Purchaser covenants and agrees that he will in no circumstances whatsoever deposit or leave any garbage or debris, whether before or after Closing:
 - (a) on any part of the subdivision or development lands of which the Property forms a part (the "**Subdivision Lands**") other than after Closing only on the Property provided such garbage or debris, if deposited or left on the Property is deposited or left in a garbage container located thereon, which is to be collected by the Municipality. The Purchaser acknowledges that they are fully responsible for all costs of appropriately removing garbage until the Municipality commences collections. The Vendor may at its option engage a private firm for garbage collection until the Municipality collection commences and the Purchaser agrees to adhere to the rules set out for such collection and pay its proportionate share as determined by the Vendor; or
 - (b) in any construction or other container located on the Subdivision Lands.

In the event the Purchaser breaches this covenant and agreement the Purchaser shall pay to the Vendor the amount of \$500.00 plus applicable taxes or the Vendor may, at its sole discretion, deduct the amount of \$500.00 from the Purchaser's security deposit for each such breach forthwith after the Vendor notifies the Purchaser of such breach.

94. The Purchaser represents, warrants, covenants and agrees that the Purchaser shall solely be responsible for snow clearing and de-icing all sidewalks within the Property and, if applicable, sidewalks within any municipally owned lands adjoining the Property from and after the Closing Date and that the Vendor shall have no obligation whatsoever in that regard. In the event the Vendor is, for any reason, required to snow clear or de-ice such sidewalks, or to pay an amount to the municipality as a result of, or in connection with, the failure to snow clear or de-ice as required pursuant to this Section, then the Purchaser shall be responsible for payment to the Vendor of the Vendor's costs.
95. The Purchaser acknowledges that any dimensions and/or locations and/or sizing and/or specifications set out in sales and marketing material(s) are artist concepts only and/or are approximate only and all of the foregoing are subject to change and/or modification without prior notice to the Purchaser, in the sole and absolutely discretion of the Vendor. The Purchaser further acknowledges that the Ontario Building Code may change minimum standard building requirements that may result in reductions to room dimensions and/or total square footage of the Dwelling, on or after the commissioning of the architectural designs. Any such changes and/or modifications as hereinbefore referred are hereby accepted by the Purchaser without any abatement of the Purchase Price or claim for compensation whatsoever. The Purchaser also acknowledges that the location of the exterior lights may vary from the models brochure.

THE PURCHASER WARRANTS THAT THEY HAVE NOT RELIED UPON ANY VERBAL REPRESENTATION OR PROMISES OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN THE AGREEMENT OF PURCHASE AND SALE.

GRAND RIDGE NORTH – OSHAWA

TRADITIONAL TOWNHOUSES - FEATURES AND FINISHES

<p>EXTERIOR</p> <ol style="list-style-type: none"> Grand Ridge North is an architecturally controlled community designed to fit into the traditional urban fabric of the local area with traditional and transitional influences. Architecturally designed elevations detailed with combinations that may include brick, stone, and exterior trim. Low maintenance aluminum or vinyl soffits, fascia, downspouts and eaves. Self-sealing architectural shingle roof with 25 year warranty. Precast concrete window sills, headers and arches, as per elevation. Poured concrete front porches and poured in place concrete steps (where grading permits). Municipal address plaque. Covered porches and charming porticos as per elevation shown on rendering. Elegant exterior lighting at exterior doorways. Main entry featuring single or double metal insulated doors with glass window inserts, as per plan. Garage overhead insulated door equipped with glass inserts as per elevation. Garage walls and ceilings to be fully drywalled, taped and primed. Asphalt paved base and topcoat driveway. Sodded front and rear yards, narrow side yards between houses may have gravel. Steel lintels to be decorated and protected with Alliance Lintel Wrap vinyl covering. <p>CONSTRUCTION AND ENERGY STAR FEATURES</p> <ol style="list-style-type: none"> Poured concrete foundations with damp proofing, drainage board and weeping tiles (where applicable) Reinforced garage floors and grade beams (where applicable). Spray foam insulated garage ceilings below livable areas as well as exterior cantilevered spaces. All windows and doors are insulated and sealed with expanded foam and caulked on the exterior. Energy Star vinyl low-e coloured casement windows on all elevations. Tongue and groove subfloor glued and screwed on well-planned engineered floor joist system. Landings and sunken areas may be dimensional lumber. 2"x6" exterior walls with exterior insulated sheathing. Townhome demising wall double drywalled for increased fire protection and reduced sound attenuation. Energy Star heat recovery ventilation appliance for improved air quality and energy efficiency Energy Star high efficiency gas heating system. Energy Star insulated attic to a minimum nominal R60. All ductwork to be sealed with tape. Air tightness test and independent third-party Energy Star for new homes certification. <p>INTERIOR</p> <ol style="list-style-type: none"> Approximately 9' ceilings on the first floor, approximately 8' ceilings on second floor, and approximately 8' ceilings in basement (except in sunken or raised areas, stairways and where there are raised and dropped ceilings), as per plan. Carpeted stairs with natural finish oak stringers. Natural finish oak handrail with natural finish square style oak pickets and posts. Smooth ceilings in kitchen, bathrooms, powder room, and finished laundry room. Stippled ceiling with 4" smooth border in all other areas. Dropped ceilings and bulkheads (where required). Colonial trim with approximately 4" baseboards and 2-3/4" casing throughout on all doorways, archways, closets, and windows. To be painted in white. Satin nickel interior door levers with matching hinges. Two panel smooth approximately 6'-8" high interior painted swing doors throughout. Sliding glass patio door to rear, as per plan. <p>FLOORING FINISHES</p> <ol style="list-style-type: none"> Choice of ceramic tiles in foyer, mud room, main hallway, powder room, kitchen, bathrooms, and finished areas of laundry room, as per plan (from Vendor's standard samples). 3 ¼" X ¾" natural prefinished engineered hardwood flooring throughout the first floor (excluding tiled areas), as per plan (from Vendor's standard samples). Choice of 40-ounce carpeting with quality under-pad in basement rec room, second floor hallways and all bedrooms, as per plan (from Vendor's standard samples). <p>KITCHEN</p> <ol style="list-style-type: none"> Choice of kitchen cabinetry offered in a variety of finishes, styles and colours (from Vendor's standard samples). Extended height upper kitchen cabinets. Breakfast bar in kitchen island with extended flush bar top (as per applicable plan). Choice of granite countertop with polished edges (from Vendor's standard samples). 	<ol style="list-style-type: none"> Stainless steel double bowl undermount kitchen sink with chrome single level pullout faucet. Stainless steel hood fan over stove area with 6' exhaust vented to the exterior. Rough-in plumbing and electrical for future dishwasher. <p>BATHROOM</p> <ol style="list-style-type: none"> Choice of quality bathroom cabinets with choice of laminate countertops (from Vendor's standard samples). Quality ceramic wall tiles in tub and shower enclosure to ceiling height (where applicable). Pre-formed, round edged laminate countertop with an overmount vanity sink in all bathrooms. Stunning freestanding soaker bathtub in primary ensuite (as per applicable plan). Separate bathroom shower stall in primary ensuite (as per plan) to include a waterproof pot light and framed glass enclosure with shower door, and tile to ceiling height of shower enclosure. 2"x2" mosaic tiles on shower stall floor. Main bath and/or secondary ensuite to receive an acrylic soaker tub with ceramic wall tile to ceiling height (as per plan, from Vendor's standard samples). White vessel sink in powder room with single level faucet (as per plan). Wall mounted mirrors are included in all bathrooms and powder rooms. Privacy locks on all bathroom doors. Chrome finish faucets for all vanities and showers (as per plan, from Vendor's standard samples). High efficiency water saving white toilets in all bathrooms. Energy Star Efficient exhaust fans in all bathrooms. <p>LAUNDRY ROOM</p> <ol style="list-style-type: none"> Plastic white laundry tub with chrome faucet (as per applicable plan). Hot and cold laundry taps for washer with heavy duty wiring and venting for dryer. <p>ELECTRICAL AND PLUMBING</p> <ol style="list-style-type: none"> 100 AMP electrical service with circuit breaker panel and copper wiring throughout. Decorative exterior light fixtures at front and rear of home. Heavy duty wiring and receptacle for stove and dryer. Three exterior waterproof electrical outlets (one at the front porch, one in garage, and one at rear yard). Holiday plug-in mounted on front elevation soffit, operated on a separated switch. One electrical outlet on garage ceiling for future garage door opener. White Decora switches and receptacles throughout. Rough-in for future central vacuum system on first and second floor with cover plates on all outlets, terminated in garage for future connection. Dryer vent to exterior in laundry area. Two RG6 rough-ins, locations to be determined by homeowners. Three CAT5 rough-ins, locations to be determined by homeowners. One USB outlets combination electrical receptacles, location to be determined by homeowners. 3 piece rough-in to basement, location to be determined by vendor. Electric front door chime. Hard-wired smoke detectors and carbon monoxide detectors to be installed as per Ontario Building Code. Two exterior hose bibs are included, one in garage and one at rear. Air conditioning unit. <p>WARRANTY PROGRAM (TARION)</p> <ol style="list-style-type: none"> Home covered by and enrolled in Tarion. Seven-year major structural warranty and 2-year coverage on electrical, plumbing, heat delivery and distribution system, as outlined by Tarion. One year free from defects in material and workmanship. <p>GENERAL NOTES</p> <ol style="list-style-type: none"> All references to sizes, measurements, materials, construction styles, trade/brand/industry names or terms may be subject to change or variation within generally accepted industry standards & tolerances. Measurements may be converted from imperial to metric or vice versa & actual product size may vary slightly as a result. All references to features and finishes are as per applicable plan or elevation and each item may not be applicable to every home. Location of features and finishes are as per applicable plan or at the Vendor's sole discretion. All features and finishes where Purchasers are given the option to select the style and/or colour shall be from the Vendor's predetermined standard selections. Variations from Vendor's samples may occur in materials and finishes due to normal production processes. <p>Sunny Communities reserves the right to substitute materials of equal or better quality without notice, subject to availability at time of construction. All selections on finishes from Vendor's standard samples, sizes, and specifications subject to change without notice. Photos are for representation purposes only. E.&O.E. May 2023.</p>
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GRAND RIDGE NORTH – OSHAWA

SINGLE DETACHED - FEATURES AND FINISHES

EXTERIOR

1. Grand Ridge North is an architecturally controlled community designed to fit into the traditional urban fabric of the local area with traditional and transitional influences.
2. Architecturally designed elevations detailed with combinations that may include brick, stone, and exterior trim.
3. Low maintenance aluminum or vinyl soffits, fascia, downspouts and eaves.
4. Self-sealing architectural shingle roof with 25 year warranty.
5. Precast concrete window sills, headers and arches, as per elevation.
6. Poured concrete front porches and poured in place concrete steps (where grading permits).
7. Municipal address plaque.
8. Covered porches and charming porticos as per elevation shown on rendering.
9. Elegant exterior lighting at exterior doorways.
10. Main entry featuring single or double metal insulated doors with glass window inserts, as per plan.
11. Garage overhead insulated door equipped with glass inserts as per elevation.
12. Garage walls and ceilings to be fully drywalled, taped and primed.
13. Asphalt paved base and topcoat driveway.
14. Sodded front and rear yards, narrow side yards between houses may have gravel.
15. Steel lintels to be decorated and protected with Alliance Lintel Wrap vinyl covering.

CONSTRUCTION AND ENERGY STAR FEATURES

16. Poured concrete foundations with damp proofing, drainage board and weeping tiles (where applicable)
17. Reinforced garage floors and grade beams (where applicable).
18. Spray foam insulated garage ceilings below livable areas as well as exterior cantilevered spaces.
19. All windows and doors are insulated and sealed with expanded foam and caulked on the exterior.
20. Energy Star vinyl low-e coloured casement windows on all elevations.
21. Tongue and groove subfloor glued and screwed on well-planned engineered floor joist system. Landings and sunken areas may be dimensional lumber.
22. 2"x6" exterior walls with exterior insulated sheathing.
23. Energy Star heat recovery ventilation appliance for improved air quality and energy efficiency
24. Energy Star high efficiency gas heating system.
25. Energy Star insulated attic to a minimum nominal R60.
26. All ductwork to be sealed with tape.
27. Air tightness test and independent third-party Energy Star for new homes certification.

INTERIOR

28. Approximately 9' ceilings on the first floor, approximately 8' ceilings on second floor, and approximately 8' ceilings in basement (except in sunken or raised areas, stairways and where there are raised and dropped ceilings), as per plan.
29. 36" box gas fireplace with a dedicated wall switch (as per elevation and applicable plan).
30. Carpeted stairs with natural finish oak stringers.
31. Natural finish oak handrail with natural finish square style oak pickets and posts.
32. Smooth ceilings in kitchen, bathrooms, powder room, and finished laundry room. Stippled ceiling with 4" smooth border in all other areas.
33. Dropped ceilings and bulkheads (where required).
34. Colonial trim with approximately 4" baseboards and 2-3/4" casing throughout on all doorways, archways, closets, and windows. To be painted in white.
35. Satin nickel interior door levers with matching hinges.
36. Two panel smooth approximately 6'-8" high interior painted swing doors throughout.
37. Sliding glass patio door to rear, as per plan.

FLOORING FINISHES

38. Choice of ceramic tiles in foyer, mud room, main hallway, powder room, kitchen, bathrooms, and finished areas of laundry room, as per plan (from Vendor's standard samples).
39. 3/4" X 3/4" natural prefinished engineered hardwood flooring throughout the first floor (excluding tiled areas), as per plan (from Vendor's standard samples).
40. Choice of 40-ounce carpeting with quality under-pad in basement rec room, second floor hallways and all bedrooms, as per plan (from Vendor's standard samples).

KITCHEN

41. Choice of kitchen cabinetry offered in a variety of finishes, styles and colours (from Vendor's standard samples).
42. Extended height upper kitchen cabinets.
43. Breakfast bar in kitchen island with extended flush bar top (as per applicable plan).
44. Choice of granite countertop with polished edges (from Vendor's standard samples).

45. Stainless steel double bowl undermount kitchen sink with chrome single level pullout faucet.
46. Stainless steel hood fan over stove area with 6' exhaust vented to the exterior.
47. Rough-in plumbing and electrical for future dishwasher.

BATHROOM

47. Choice of quality bathroom cabinets with choice of laminate countertops (from Vendor's standard samples).
48. Quality ceramic wall tiles in tub and shower enclosure to ceiling height (where applicable).
49. Pre-formed, round edged laminate countertop with an overmount vanity sink in all bathrooms.
50. Stunning freestanding soaker bathtub with Roman tub filler in primary ensuite (as per applicable plan).
51. Separate bathroom shower stall in primary ensuite (as per plan) to include a waterproof pot light and framed glass enclosure with shower door, and tile to ceiling height of shower enclosure. 2"x2" mosaic tiles on shower stall floor.
52. Main bath and/or secondary ensuite to receive an acrylic soaker tub with ceramic wall tile to ceiling height (as per plan, from Vendor's standard samples).
53. White pedestal sink in powder room with single level faucet (as per plan).
54. Wall mounted mirrors are included in all bathrooms and powder rooms.
55. Privacy locks on all bathroom doors.
56. Chrome finish faucets for all vanities and showers (as per plan, from Vendor's standard samples). High efficiency water saving white toilets in all bathrooms.
57. Energy Star Efficient exhaust fans in all bathrooms.

LAUNDRY ROOM

58. Plastic white laundry tub with chrome faucet (as per applicable plan).
59. Hot and cold laundry taps for washer with heavy duty wiring and venting for dryer.

ELECTRICAL AND PLUMBING

60. 100 AMP electrical service with circuit breaker panel and copper wiring throughout.
61. Decorative exterior light fixtures at front and rear of home.
62. Heavy duty wiring and receptacle for stove and dryer.
63. Three exterior waterproof electrical outlets (one at the front porch, one in garage, and one at rear yard).
64. Holiday plug-in mounted on front elevation soffit, operated on a separated switch.
65. One electrical outlet on garage ceiling for future garage door opener.
66. White Decora switches and receptacles throughout.
67. Rough-in for future central vacuum system on first and second floor with cover plates on all outlets, terminated in garage for future connection.
68. Dryer vent to exterior in laundry area.
69. Two RG6 rough-ins, locations to be determined by homeowners.
70. Three CAT5 rough-ins, locations to be determined by homeowners.
71. One USB outlets combination electrical receptacles, location to be determined by homeowners.
72. 3 piece rough-in to basement, location to be determined by vendor.
73. Electric front door chime.
74. Hard-wired smoke detectors and carbon monoxide detectors to be installed as per Ontario Building Code.
75. Two exterior hose bibs are included, one in garage and one at rear.
76. Air conditioning unit.

WARRANTY PROGRAM (TARION)

77. Home covered by and enrolled in Tarion.
78. Seven-year major structural warranty and 2-year coverage on electrical, plumbing, heat delivery and distribution system, as outlined by Tarion.
79. One year free from defects in material and workmanship.

GENERAL NOTES

80. All references to sizes, measurements, materials, construction styles, trade/brand/industry names or terms may be subject to change or variation within generally accepted industry standards & tolerances. Measurements may be converted from imperial to metric or vice versa & actual product size may vary slightly as a result.
81. All references to features and finishes are as per applicable plan or elevation and each item may not be applicable to every home. Location of features and finishes are as per applicable plan or at the Vendor's sole discretion.
82. All features and finishes where Purchasers are given the option to select the style and/or colour shall be from the Vendor's predetermined standard selections.
83. Variations from Vendor's samples may occur in materials and finishes due to normal production processes.

Sunny Communities reserves the right to substitute materials of equal or better quality without notice, subject to availability at time of construction. All selections on finishes from Vendor's standard samples, sizes, and specifications subject to change without notice. Photos are for representation purposes only. E.&O.E. May 2023.

SCHEDULE "B"
SAFETY

The Schedule "B" forms parts of, and is to be read with the attached Agreement of Purchase and Sale.

The Purchaser acknowledges that the Dwelling to be erected upon the said Property is located in a construction site. The Purchaser agrees not to enter upon said Property without a) the builder's permission and b) without the appropriate head and footwear if such permission is received.

The Purchaser acknowledges that no children under the age of 16 shall be allowed on the said Property prior to closing.

Should the Purchaser enter upon the Property without proper permission and safety apparel, the Purchaser agrees to indemnify and save the Vendor harmless from the consequences of any actions or claims brought against the Vendor under the *Occupational Health and Safety Act*, and the Vendor will assume no responsibility for any actions or claims brought against the Purchaser under the *Occupational Health and Safety Act*.

The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the Property or any part of the subdivision of which the Property forms a part whether with or without the authorization, express or implied, of the Vendor.

It is expressly understood and agreed that the Purchaser shall not arrange for any work, services and/or materials to be undertaken, installed, provided and/or delivered to the Property prior to the Closing Date without the prior written consent of the Vendor (the "**Purchaser's Work**"). In the event that the Purchaser undertakes any Purchaser's Work prior to the Closing Date without the Vendor's written consent, (i) the Purchaser shall pay to the Vendor upon demand the amount estimated by the Vendor as the Vendor's damages caused by the Purchaser's Work and the correction or rectification thereof, including without limitation, compensation for the time lost by the delay resulting from the Purchaser's Work and the correction or rectification thereof; and (ii) at the Vendor's option, the Vendor may, on written notice to the Purchaser declare this Agreement to be terminated. The Purchaser further acknowledges and agrees that any unauthorized Purchaser's Work may cause to be void, in whole or in part, the warranty provided by the Tarion Warranty Corporation.

SCHEDULE "C"
CONSENT FOR ELECTRONIC MESSAGES

Purchaser's Consent to Receive Promotional Electronic Messages

- I agree to receive promotional electronic messages from the Vendor and the Vendor's affiliates and associates (the "Vendor Entities").

The Vendor Entities require the Purchaser's consent in order to send the Purchaser electronic messages regarding relevant real estate development and other product offerings of the Vendor Entities. By checking the box above, the Purchaser hereby consents to receiving promotional electronic messages from the Vendor Entities regarding the Vendor Entities' real estate development and other product offerings. The Purchaser may withdraw this consent at any time by contacting the Vendor at the address set out in the Addendum, Attention: Privacy Officer.

DATED this ____ of _____ 20____.

Witness:

Purchaser:

Witness:

Purchaser:

SCHEDULE "D"

The Purchaser shall execute any and all acknowledgments and releases required by the relevant governmental authorities in accordance with the provisions of this Agreement.

NOTE: All references to Lots in this schedule are based on the numbering shown on the Sketch/Plan attached as Schedule "G" to this Agreement.

The Purchaser is hereby notified of the following warning clauses and notice provisions:

1. Purchasers acknowledge and agree that if their lot is adjacent to or near a block laid down by the plan of subdivision reserved for the purposes of a future school, then such Purchasers are advised that a school may not be built for several years and may not be built at all. Such Purchasers are further advised that in the event that a school is not built on such block, then the developer reserves the right to develop such block with residential dwellings, in its sole and absolute discretion and Purchasers shall consent to any application in connection with such residential dwellings and shall not make any objection to same. This paragraph may be pleaded as a bar to any objection by the Purchaser and the Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Purchaser's lot and to assign the benefit of such covenant to the developer.
2. Purchasers are hereby advised that the land use plan for the neighborhood in which their Lot is located may be subject to change and that for updated information, inquiries be made at the City's Director of Planning.
3. Purchasers and/or tenants are advised that proper grading of all lots in conformity with the subdivision grading plans is a requirement of the subdivision agreement. Purchasers are required to and shall comply with all provisions of the subdivision agreement that deal with grading.
4. Purchasers are advised of the following:
 - (a) "The Purchaser has been directed to inquire at the City's Director of Planning as to any applications or concepts for development of adjacent properties.

The Subdivider has not made any representation to the Purchaser concerning the zoning in effect of the development proposed for any lands adjacent to its development"
 - (b) The Purchaser's Lot may be in close proximity to potential nuisances, noises and/or vibrations from sources identified in the Subdivision Agreement, including without limitation, roads, railways, or industry, and such proximity may interfere with the enjoyment of property.
 - (c) Home/business mail delivery will be from a designated Community Mail Box.
5. Purchasers are advised that it may be necessary for the Vendor, in order to comply with grading requirements of the City, to enter upon the property following closing in order to complete or alter the grading of such property and that the conveyance to the purchaser reserves a license to the Vendor to enter upon the property from time to time in order to complete or alter any of the grades on the said property as may be required by the City.
6. Purchasers acknowledge and agree that it may be necessary for the Subdivider to re-enter the Property to grade or regrade the Property as required under the Subdivision Agreement and that it is the responsibility of the Subdivider under the Subdivision Agreement (and in default of the Purchaser) to engage engineers, surveyors, contractors, lawyers or other persons to determine whether the lot grading has been carried out as required or to rectify the grading. Further, the Purchaser acknowledges that lot grading is a matter of contract between the Subdivider and the Purchaser, and the Purchaser will not alter the grading on the lot without first obtaining the Subdivider's approval.
7. The Subdivider undertakes that all responsibilities of the Subdivider under the Subdivision Agreement which in any way affects the Purchaser's Property, shall be fulfilled including the provision of municipal services and the grading of the lot.
8. Purchasers are advised that all conditions of any agency which are included in Schedules "B" and "D" of the Subdivision Agreement which related to any relevant Land will be fulfilled by the Subdivider and all successors in title to the Subdivider other than the first Purchaser. Purchaser acknowledge and agree that the Subdivider(s) all register on title to every lot and block owned by the Subdivider in a manner which will ensure that the covenant runs with the land a restrictive covenant that the owner of the Dwelling will not alter the drainage on the Land in any way as to adversely affect the drainage pattern established by the lot grading as finally completed.
9. The sidewalks, street trees, fencing and Canada Post facilities proposed in the Plan are indicated on Exhibit "I" and/or the plans identified in Appendix "II" and/or Appendix "III" to the Subdivision Agreement. The Subdivider acknowledges, and Purchasers are advised, that the locations of sidewalks, street trees, fencing and Canada Post facilities are subject to change by the City or by Canada Post Corporation in consultation with the City at any time without notice and that the locations shown in Exhibit "I" and/or the plans identified in Appendix "II" and/or Appendix "III" are shown as planned sites, for information purposes, as at the date the Subdivision Agreement was executed. The Subdivider acknowledges that the inclusion of Exhibit "I" in the Subdivision Agreement is for information purposes only and in no way relieves the Subdivider of its obligation to provide the information required to be provided to the Purchasers in accordance with this section.
10. **General Notice re Noise**
 - (a) With respect to Lots 1 to 8, all inclusive, Blocks 12 to 14, all inclusive, in the Plan, Home Owners and subsequent owners are hereby advised that:
 - (i) Despite the inclusion of noise abatement features within the development area, noise levels due to proximity of the adjacent industry (Coco Paving) may be of concern, occasionally interfering with

some activities of the dwelling occupants as the noise level may exceed the Ministry of the Environment, Conservation and Park's noise criteria;

- (ii) this dwelling unit was fitted with central air conditioning to allow the windows and exterior doors to remain closed, thereby reducing indoor noise levels;
- (b) With respect to Lots 1 to 8, all inclusive, Blocks 12 to 15, all inclusive, Homeowners and subsequent owners are hereby advised that dwellings on these lots are required to be verified by the Subdivider as having been designed and constructed in accordance with the Noise Study.
- (c) Homeowners and subsequent owners are advised that the City of Oshawa will not take steps to monitor or enforce the requirements of the Noise Study as these relate to the construction of the dwelling unit. The City considers the enforcement of those parts of the Noise Study which relate to the dwelling unit to be a matter between the Homeowner (or subsequent owner) and the Subdivider.

11. **General Notice re Fence and Wall Locations**

With respect to Lot 11 and Block 15 in the Plan, Homeowners and subsequent owners are advised that the chain link fence adjacent to the easterly lot line is located on City lands (Block 155, Plan 40M-2309).

12. **General Notice re Soils**

With respect to all Land, all interested parties are notified that soils and soil conditions are not warranted or enforced by the City.

13. **General Notice re Architectural Control for Single Detached Dwellings and Street Townhouse Dwellings**

With respect to all Lots and Blocks 12 to 15, all inclusive, in the Plan, Homeowners and subsequent owners are advised that prior to the issuance of a building permit for a new home, the building siting and exterior architectural design of the home must be approved in accordance with the provisions of this Agreement.

14. **General Notice re Retaining Walls**

With respect to all lots in the Plan, Homeowners and subsequent owners are advised that retaining walls could be constructed along the boundaries of these lots in order to meet grading criteria and conform with the grading design of the approved lot grading plan on file with the City. Where a retaining wall exceeds 1.0 metres in height, a certificate from a Professional Engineer is required to be provided prior to the land being conveyed for occupancy and prior to the issuance of Final Acceptance of Services by the City. The Homeowner and subsequent owners shall maintain the retaining wall, including its structural stability.

15. **General Notice re Rear Yard Catchbasins**

With respect to Blocks 12 to 15 in the Plan, Homeowners and subsequent owners are advised of the presence of rear yard catchbasins and associated underground piping and easements in favour of the City. Homeowners and subsequent owners shall not alter or block or permit the altering or blocking of the catchbasins in any way as to impede the drainage of stormwater.

16. **General Notice re City By-laws**

The Owner acknowledges the City's Noise By-law 112-82, as amended, which prohibits noises likely to disturb inhabitants of the City of Oshawa, including construction noise, and includes regulations limiting construction noise to certain hours and days.

The Owner acknowledges the City's Dust and Mud Control By-law 64-2020 which controls nuisance dust and mud.

17. **General Notice re Coco Paving**

With respect to all Lots, and Blocks 12 to 16, all inclusive, in the Plan, Homeowners and subsequent owners are hereby advised that:

- (a) Coco Paving Inc. ("Coco") is the owner of certain lands located at 1255 Wilson Road North, Oshawa and being the whole of PIN 16428-0003 known as "Coco Lands", portions of which are located in close proximity to the proposed commercial and residential development at Grand Ridge Avenue North and Harmony Road North, Oshawa, ON and that the Coco Lands are now and will continue to be used for the present and future asphalt, aggregate, and material processing and manufacturing plants and operation and idling of trucks with the generation of diesel fumes and odours, artificial lighting of the Coco Lands which may illuminate the sky, the loading and unloading of trucks containing bulk and other commodities including hazardous substances and/or goods containing the same, and the operation of various processes for asphalt processing and manufacturing.
- (b) The use of such present and future asphalt, aggregate, and material processing and manufacturing plants and operations may result in the discharge, emission, releasing or venting or other effect upon the proposed development and future owners and/or tenants at any time during the day or night of or by dust, smoke, fumes, odours and other gaseous and/or particular matter, noise, vibration and other sounds, light, liquids, solids and other emissions of every nature and kind whatsoever (herein collectively called the "Operational Emissions"), any or all of which may be annoying, unpleasant, intrusive or otherwise may on occasion potentially affect its neighbours.
- (c) With respect to all Lots, and Blocks 12 to 16, all inclusive, in the Plan, Homeowners and subsequent owners are advised that there may be occasional odours at the development due to the proximity of the industrial facility (Coco Paving) located west of the development and recognize there is always a potential for occasional odour effects at the development.

- (d) With respect to all Lots, and Blocks 12 to 16, all inclusive, in the Plan, Homeowners and subsequent owners are advised that this dwelling unit is in proximity to the existing industrial facility (Coco Paving) where activities may be a nuisance due to odour.

18. **General Notice re Noise Berms**

With respect to all Lots, and Blocks 12 to 16, all inclusive, in the Plan, Homeowners and subsequent owners are hereby advised that the existing berm on part of Blocks 18, 20 and 28 in the Plan is for the purpose of reducing noise levels generated from the abutting industrial use (Coco Paving) to the west.

19. **General Notice re Extension of Grand Ridge Avenue and Clearbrook Drive**

With respect to all Lots, and Blocks 12 to 15, all inclusive, in the Plan, Homeowners and subsequent owners are hereby advised that Grand Ridge Avenue is a collector road and it is planned to be extended west to Wilson Road North when the industrial site to the west (Coco Paving) is redeveloped in the future. Homeowners and subsequent owners are hereby further advised that Clearbrook Drive is designated as a collector road and it is proposed to be extended south to connect to Grand Ridge Avenue in the future. Homeowners and subsequent owners are advised that it may become necessary to implement site specific traffic control and/or on-street parking regulations along Grand Ridge Avenue, Clearbrook Drive and surrounding streets in the future.

20. **General Notice re Temporary Emergency Access**

With respect to all Lots, and Blocks 12 to 16, all inclusive, in the Plan, Homeowners and subsequent owners are hereby advised that a temporary emergency access is to be constructed between Grand Ridge Avenue and Clearbrook Drive and is to be used for emergency purposes only.

21. **General Notice re Future Recreational Trail**

With respect to Lot 11 and Block 15 in the Plan, Homeowners and subsequent owners are advised that the City may establish a recreational trail in the Open Space Block (Block 155, 40M-2309) adjacent to the lot and blocks. This is part of the Oshawa trails program, with the intent to establish a trail network throughout the City.

22. **General Notice re Oshawa Executive Airport**

With respect to all Lots and Blocks 12 to 15, all-inclusive in the Plan, Homeowners and subsequent owners are advised that dwellings located within this development are located in proximity to the Oshawa Executive Airport and its corresponding aircraft traffic.

23. **General Notice re Class 4 Environmental Noise Area**

With respect to all Lots, and Blocks 12 to 16, all inclusive, in the Plan, Homeowners and subsequent owners are advised that on January 25, 2021 Oshawa City Council classified the development site as a Class 4 area as defined in the Ministry of the Environment, Conservation and Parks' Publication NPC-300 (Environmental Noise Guideline – Stationary and Transportation Sources). Publication NPC-300 allows receptor-based noise control measures to be accounted for in noise assessments for new developments (e.g. closed windows and exterior doors, etc.). Homeowners and subsequent owners are advised that certain noise mitigation measures have been incorporated into the design of the unit in accordance with Publication NPC-300.

24. Purchasers are advised that mail will be delivered via Community Mail Boxes or Lock Box Assemblies (Mail Room) at locations within the development, to be determined by Canada Post. Purchasers are further advised that easements may be granted to Canada Post to permit access to the Community Mail Boxes or Lock Box Assemblies (Mail Room).

25. The Vendor agrees to advise all purchasers of all development charges related to the development.

26. Purchasers are advised that the dwelling has been designed with a forced air heating system and ducting, etc. sized to accommodate a central air conditioning unit; and that the Vendor will implement both the recommendations of the Noise Study and the interior noise levels that satisfy the Ministry of Environment, Conservation and Parks criteria.

27. Purchasers are advised that the dwelling has been designed with a central air conditioning system which complies with the sound emission standards established by the Ministry of the Environment, Conservation and Parks and that the Vendor will implement both the recommendations of the Noise Study and the interior noise levels that satisfy the Ministry of the Environment, Conservation and Parks' criteria.

SCHEDULE "E"

The Purchaser hereby consents to the Vendor and its designated or proposed construction lenders obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction at any time and from time to time. The Purchaser shall execute any form of consent required by the Vendor for the foregoing purpose as and when requested by the Vendor from time to time. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income, a copy of a mortgage approval letter, and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date or other evidence of an ability to close satisfactory to the Vendor and the Vendor's construction lender, in their sole and absolute discretions. If the Purchaser fails to provide the financial and personal information or the mortgage approval or any of the information and signed documentation as aforesaid or if the Vendor or the Vendor's construction lender is not satisfied as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Closing Date.

DATED this ____ of _____ 20 ____.

Witness:

Purchaser:

Witness:

Purchaser:

SCHEDULE "F"
NOTICES

The Purchaser shall execute any and all acknowledgments and releases required by the relevant governmental authorities in accordance with the provisions of this Agreement.

NOTE: All references to Lots in this schedule are based on the numbering shown on the Sketch/Plan attached as Schedule "G" to this Agreement.

1. Purchaser acknowledges that if, at any time after the Closing Date, the Purchaser(s) redo or replace any finished carpeting or flooring provided by the Vendor, and it becomes necessary at any time thereafter for the Vendor to effect repairs or replacements to the subfloors, the Vendor shall have no liability, responsibility or obligation whatsoever in respect of the cost of removal, replacement or reinstallation of Purchaser's redone carpeting or flooring, regardless of whether this occurs during the Tarion warranty period, and the provisions of this paragraph may be pleaded as a complete bar and estoppel to any such claim.
2. The Purchaser acknowledges that a rental water heater will be supplied. The Purchaser appoints the builder as his/her agent for purposes of entering the supplier's standard water heater rental agreement, if required. The rental agreement will take effect between the Purchaser and the supplier on the Closing Date. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided either at or prior to the time of closing or with the first rental bill.
3. Any fencing, retaining walls or noise barriers or other items of a similar nature erected by the Vendor or the Municipality on, adjacent to or abutting the Property shall be accepted and shall be maintained by the Purchaser, after closing, without any modification or alteration whatsoever and in good order and tidy appearance and any landscaping provided by the Vendor in connection therewith shall be maintained by the Purchaser in good order and condition.
4. The Purchaser acknowledges that side walk locations are not final and are subject to final determination by the Municipality. The Purchaser further acknowledges that maintenance and snow/ice clearing of adjoining sidewalks and paths are the responsibility of the Purchaser. The Purchaser shall indemnify and save the Vendor and the Subdivider harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents arising from a side walk or path that has not been maintained or snow/ice cleared.
5. The Purchaser acknowledges that utility locations remain to be determined.
6. Purchasers hereby acknowledge and agree that a portion of the Property may be subject to an easement in favour of the adjacent property(ies) for the purposes of maintenance and repair of the adjacent property(ies) and related access purposes. Similarly, the Property may have the benefit of a reciprocal easement over a portion of the adjacent property for the purposes of maintenance and repair of the dwelling. In accordance with the terms of this Agreement, the Purchaser shall accept title to the Property subject to the aforesaid easement(s). Purchasers are advised that they are prohibited from installing or constructing any fence on any area at the rear of their property which is subject such easement(s) unless such area has been equipped with an unlocked gate that does not restrict use of the easement(s).
7. The Purchaser acknowledges having been advised that in circumstances where a "double car garage" is being provided, said garage will accommodate the parking of one vehicle, and may accommodate the parking of a second vehicle, depending upon the size of the respective vehicles.

SCHEDULE "G"
SKETCH/PLAN

SCHEDULE "H"
FLOOR PLANS

SCHEDULE "P"
ELEVATIONS

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

Designated Lot No. _____ Model Name _____ Elevation _____ Garage _____

Municipal Address _____

Purchaser: _____

Vendor: **SUNNY COMMUNITIES (GRAND RIDGE ESTATE) INC.**

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

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**”), 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.

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.

2. The Purchaser acknowledges the provisions set forth in the N-C Act and the Purchaser hereby covenants, warrants and represents to the Vendor, unless the Purchaser is exempt from the application of the N-C Act (an “**Exempt Person**”), that the Purchaser is not a non-Canadian as defined by the N-C Act (a “**non-Canadian**”) nor will the Purchaser be a non-Canadian before the final closing of the transaction contemplated by this Agreement (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. In the event the Purchaser (or any assignee of the Agreement by the Purchaser, whether permitted or not 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 hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement 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. Upon execution of this Agreement, the Purchaser shall provide written evidence and confirmation, satisfactory to the Vendor, 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 (which may include, without limitation, a statutory declaration of the Purchaser), that the Purchaser is not a non-Canadian in accordance with the N-C Act or is an Exempt Person.
3. The Purchaser(s) have provided the following identification and/or documentation to evidence that they are not a non-Canadian and **SHALL PROVIDE NOTICE TO THE VENDOR SHOULD THE PURCHASER BECOME** i) a non-Canadian or ii) person who is not an Exempt Person: (Copies of documentation may be kept on file by the Vendor)

For Individuals:

- a. Canadian Passport: No. _____
- _____ b. Canadian Permanent Residency Card: No. _____
- _____ c. Canadian Birth Certificate: No. _____
- _____ d. Indian Status Card: No. _____

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 percent of control as shown on either the ISC Register or Transparency Register, 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).
- e. If the percent of control as shown on either the ISC Register or Transparency Register, 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.

- f. To be advised by Vendor if the corporation is created in any other jurisdiction.

For Trusts/Partnership: To be advised by Vendor

**SCHEDULE “L”
RESTRICTIONS**

The burden of each of the covenants hereinafter set out shall run with each and every Designated Lot on Plan: the Purchaser for itself, its successors and assigns covenants with the Vendor, its successors and assigns, that the Purchaser and the Purchaser's successors in title from time to time of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions, provisions and covenants set forth below, namely:

1. No changes to the exterior finishes of the Dwelling in any manner whatsoever are permitted, including, but not limited to, roofing shingles, vents to roof and walls, soffit, fascia, eavestroughing, brick, siding and trim, windows, exterior doors, stone veneer, decks, privacy screens and railing. In the event of maintenance to or replacement being required of any of the exterior finishes, the owner(s) undertake(s) not to use building material which are not the same or as close as possible to the as-constructed material with regard to colour, shape, size and texture.

Owners shall not change, maintain or replace any exterior finishes of the dwelling unless (i) and until they have coordinated such with all other owners of the building of which the dwelling forms part; so as to ensure uniform texture, shape and size to the finishes of the entire building at all times and (ii) such work is in compliance with the heritage design guidelines, by-laws or agreements with the municipality.
2. No tree on the subject lands shall be cut down, removed or destroyed without the prior written consent in writing of the Vendor (until all municipal securities have been released) and the Municipality.
3. No motor vehicle, including without limitation a boat, snowmobile, camper van, trailer (including trailer with living, sleeping or eating accommodation), or any other vehicle, other than an automobile or motorcycle, shall be parked, placed, located, kept or maintained upon the subject lands or any part thereof unless concealed in a wholly enclosed garage.
4. No repairs to any automobile or to any other vehicle or equipment shall be carried out on the Lands and no automobile or any other vehicle or equipment that is undergoing repairs of any nature or not capable of operation shall be parked or located upon the Lands or any part thereof, unless concealed in a wholly enclosed garage.
5. No air conditioning system may be installed on the property unless it complies with the Ministry of Environment's criteria and other applicable requirements as may be specified by the Municipality.
6. No signs, billboards, notices or advertising matter of any kind shall be placed upon the land or anything growing thereon, or upon or in any buildings, fences or other things erected or placed thereon other than one sign advertising the property for sale or rent or candidate signs during a municipal, provincial or federal election campaign period, not larger than three feet (3') by two feet (2') or other signs permitted in these restrictions.
7. No antennae, either television or radio transmitter or receiver, or other communications devices, shall be erected on any building, structure or lot as long as there is a commercial cable service available, except that satellite dishes may be installed provided that (1) the satellite dish shall not exceed 23" in diameter and (2) no satellite dishes are installed on the roof of the Dwelling.
8. No owner(s) shall, without the prior written authority of the municipality (which may be arbitrarily withheld), interfere with or alter any above or below ground drainage, catch basin or storm water management system or lead, or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to a Designated Lot. No owner shall alter the grading or change the elevation or contour of a Designated Lot except in accordance with overall drainage patterns of the Designated Lot. No owner shall alter the overall drainage patterns of the subject lands' water drainage upon the Designated Lot or to and from adjoining lands, and each owner agrees to grant and shall not refuse to grant such easements as may be required from time to time by the owner of adjoining lands for drainage purposes.
9. No alteration of the grading or drainage pattern of the Lands or any part thereof shall be made and no construction or installation of any shrubbery, gates, pools, patios, sheds, fences or similar structures shall be made prior to the final grading approval of the municipality without the Developer's consent. No construction of any fences shall be permitted at any time. The Owner shall not fail to repair minor settlement of the Lands, or to care for sod, shrubs and other landscaping, if any, provided by the Developer, its contractors and subcontractors, or to replace any of it that dies from time to time.
10. All Designated Lots shall not be used for any commercial purposes or in any manner which:
 - (a) shall constitute a nuisance to, or otherwise unreasonably interfere with, the Owners or occupants of neighbouring Designated Lots;
 - (b) results in the storage of any hazardous or noxious chemicals or materials;
 - (c) substantially increases the security costs for guarding or maintaining the neighbouring Designated Lots; or
 - (d) constitutes a breach or contravention of any applicable Zoning By-Law of the local and/or regional municipality, the Ontario Building Code or any Site Plan Agreement or Subdivision Agreement applicable to the Property.
11. Designated Lot owners will not, or allow others to, damage or in any way negatively affect, according to a reasonable person, any fencing located on their own Designated Lot. Designated Lot Owners will not allow such fencing to be brought into a state of disrepair, dilapidation, decay, deterioration, ruination or in any such similar state. Designated Lot Owners will not change, nor allow any change to, the design, style, colour, size, material, shape, or in any way change or allow any change to anything related to such fencing as it exists on the Closing Date of this agreement.

12. Notwithstanding anything contained herein, the Transferor/Applicant shall have the right, by instrument in writing, from time to time to waive, alter or modify the covenants, provisions and restrictions contained herein with respect to all or any part of the Lands hereinbefore described, without notice to, or the consent of any transferee or owner.
13. The owner shall not breach any provision contained in the Subdivision Agreement as it relates to the Lands, the buildings constructed thereon, or the grading with respect thereto.
14. NO OWNER OF ANY PART OF THE SAID LANDS SHALL ALTER OR INTERFERE WITH THE GRADING AND DRAINAGE LEVELS AND PATTERNS AS APPROVED BY THE CITY WITH RESPECT TO THE SAID LANDS AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO OWNER OF ANY PART OF THE SAID LANDS SHALL ALTER, FILL, FENCE, STOP UP OR ALLOW TO BECOME CLOGGED OR FALL INTO A STATE OF DISREPAIR, ANY REAR OR SIDE YARD DRAINAGE DEPRESSION OR SWALE, CATCH BASIN OR OTHER DRAINAGE CHANNEL, FACILITY OR INSTALLATION, AS SUCH ALTERATION OR OTHER ACTION AS STATED ABOVE MAY CAUSE A FAILURE OF THE DRAINAGE SYSTEM IN THE AREA WHICH WILL RESULT IN CIVIL LIABILITY. THE OWNER HEREBY AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS AND DEMANDS WHATSOEVER WHICH MAY ARISE DIRECTLY OR INDIRECTLY, BY REASON OF SUCH ALTERATION OR OTHER ACTION AS STATED ABOVE.
15. THE OWNERS OF THE SAID LANDS WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY RETAINING WALL, IN PERPETUITY OR FENCE, WHETHER WHOLLY OR PARTLY LOCATED ON THE SAID LANDS. THE OWNER IS TO FURTHER HOLD THE CITY AND/OR ANY OTHER GOVERNMENTAL AGENCY HARMLESS FROM ANY CLAIMS, SUITS, ACTION, OR DEMANDS WHATSOEVER WHICH MAY ARISE FROM THE CONSTRUCTION OF ANY RETAINING WALL OR FENCE ON THE SAID LANDS, OR THE REPAIR OR LACK OF MAINTENANCE OF SUCH.
16. NO OWNER OF ANY PART OF THE SAID LANDS SHALL CONSTRUCT, WIDEN, REMOVE OR ALTER ANY CURB CUT WITHIN THE ROAD ALLOWANCE OF A CITY HIGHWAY, OR CAUSE ANY SUCH WORK TO BE DONE EXCEPT WITH THE APPROVAL OF THE CITY. IN ADDITION, NO OWNER SHALL OBSTRUCT OR ENCUMBER ANY HIGHWAY IN THE CITY OF OSHAWA. OBSTRUCTIONS AND ENCUMBRANCES SHALL INCLUDE, BUT NOT BE LIMITED TO THE CONSTRUCTION, PLACEMENT OR MAINTENANCE OF POSTS, FENCES, TREES, HEDGES, LANDSCAPING, AND WOODEN OR CONCRETE DRIVEWAY 'CURBS'. ALL OBSTRUCTIONS OR ENCUMBRANCES SHALL BE REMOVED BY THE OWNER UPON RECEIPT OF NOTIFICATION FROM THE CITY OF OSHAWA. IF THE REQUEST FOR REMOVAL IS NOT COMPLIED WITHIN THE SPECIFIED TIME, THE GENERAL MANAGER OF COMMUNITY INFRASTRUCTURE AND ENVIRONMENTAL SERVICES MAY CAUSE THE SAME TO BE REMOVED, AND THE OWNER SHALL BE LIABLE TO THE CITY FOR ALL COSTS INCURRED IN THE REMOVAL OF THE OBSTRUCTION. THE CITY MAY RECOVER ALL EXPENSES ON THE TAX ROLL IN THE SAME MANNER AS MUNICIPAL TAXES.
17. Each of these covenants and restrictions shall be deemed independent and severable in whole or in part and the invalidity or unenforceability of any one covenant or restriction or any portion thereof shall not affect the validity or enforceability of any other covenant or restriction or remaining part thereof.

The burden of these covenants and restrictions shall run with all Designated Lots and the benefit of these covenants and restrictions may be annexed to and run with each and every Designated Lot and/or Block on located on Plan 40M- or Plan 40M- , registered in the name of the Applicant on the date of registration of this Application. All owners, their respective successors and assigns, in title, from time to time of the Designated Lots, shall keep, observe, perform and comply with the stipulations, provisions and covenants set forth herein. These covenants and restrictions shall expire 99 years following the date that they are registered on title

**Freehold Form
(Tentative Closing Date)**

Property Grand Ridge North

**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 SUNNY COMMUNITIES (GRAND RIDGE ESTATE) 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: the ___ day of _____, 20__.

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

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

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

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

2. Notice Period for a Delay of Closing

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

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

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

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

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

3. Purchaser’s Termination Period

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

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

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

Acknowledged this ___ day of _____, 20__.

VENDOR: SUNNY COMMUNITIES (GRAND RIDGE ESTATE) INC. **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	SUNNY COMMUNITIES (GRAND RIDGE ESTATE) INC.		
Full Name(s)	B62064		
HCRA Licence Number	905-415-6966		
Phone	905-415-6166		
Fax			
	25 Brodies Drive #1 - 2nd Floor		
	Address	Richmond Hill	Ontario L4B 3K7
	City	Province	Postal Code
	customer@sunnycommunities.com		
	Email*		

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

PROPERTY DESCRIPTION

Municipal Address		
City	Province	Postal Code
Lots 1 to 11 both inclusive and Blocks 12-15, Plan 40M-2742		
Short Legal Description		

Number of Homes in the Freehold Project 27 (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: Regional Servicing Agreement

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 1st day of December, 2023.

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

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

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

Freehold Form (Tentative Closing Date)

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

**Freehold Form
(Tentative Closing Date)**

Condition #1 (if applicable)

Description of the Early Termination Condition:

SEE APPENDIX ATTACHED HERETO HEADED "EARLY TERMINATION CONDITIONS".

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

The date by which Condition #1 is to be satisfied is the 30th day of November, 2023.

Condition #2 (if applicable)

Description of the Early Termination Condition:

SEE APPENDIX ATTACHED HERETO HEADED "EARLY TERMINATION CONDITIONS."

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

The date by which Condition #2 is to be satisfied is the 30th day of November, 2023.

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

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

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

Freehold Form (Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

Freehold Form (Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

Freehold Form (Tentative Closing Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

**Freehold Form
(Tentative Closing Date)**

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

**Freehold Form
(Tentative Closing Date)**

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

**Freehold Form
(Tentative Closing Date)**

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

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

**Freehold Form
(Tentative Closing Date)**

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

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

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

SCHEDULE B
TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

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

	<u>DESCRIPTION</u>	<u>SECTION IN SCHEDULE "A" TO AGREEMENT OF PURCHASE AND SALE</u>	<u>AMOUNT</u>
1.	Contribution to banking fees, including partial discharges	20(b)	\$300 plus HST
2.	Utility check meter, water meter, hydro meter or gas meter	20(e)	Not to exceed \$800 plus HST
3.	Security for breach of obligations, amounts owned, damages or unauthorized changes to the grading / driveway, and any damages, costs and expenses the Vendor may incur as a result thereof	20(h)	\$1,500 plus HST
4.	Charge by Canada Post in respect of community mail box(es)	20(j)	Not to exceed \$200 plus HST
5.	Any applicable levies, development charges, capital charges, imposts, education charges or other charges or levies or costs of any nature made or imposed by the Municipality	20(m)	Not to exceed \$17,500 plus HST
6.	Parks levy and/or the cost of acquiring land to be conveyed for parkland	20(n)	Not to exceed \$3,800.00 plus HST
7.	Unaccepted cheque or cheque returned NSF	23	\$500 plus HST per cheque
8.	Direct deposit and wire transfer fee, and administrative fee for failure to comply with wire or direct deposit instructions of the Vendor's Solicitor	24	\$150 plus HST \$150 plus HST
9.	Photocopy of PDF scan from Vendor's Solicitor's file	25	\$150 plus HST
10.	Changes to information or closing documentation	26	\$500 plus HST
11.	Preparation of amendment or mutual release and termination agreement after expiry of the cooling off period	27	\$500 plus HST
12.	Change in the process for administration of deposit monies	28	\$50 plus HST per cheque
13.	Change regarding extras, upgrades and changes	30(b)	\$1,000 plus HST
14.	Less than 24 hours cancellation of appointment regarding Purchaser's selections of upgrades	30(c)	\$100 plus HST
15.	Fees and liquidated damages for Purchaser's delay	52(d)	\$200 plus HST per day and \$500 plus HST per delay
16.	Default Letter and Termination Letter Legal Fees	52(e)	\$250 plus HST
17.	Breach of covenant re leaving any garbage or debris on any part of the subdivision or development lands	93	\$500 plus HST

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

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

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

	<u>DESCRIPTION</u>	<u>SECTION IN SCHEDULE "A" TO AGREEMENT OF PURCHASE AND SALE</u>
1.	Any enrolment or regulatory fee for the Real Property	20(a)
2.	Unpaid amounts re upgrades, extras and/or changes	20(c)
3.	Realty taxes	20(d)
4.	Costs of any utility check meter, water meter, hydro meter or gas meter, installation charges, connection charges and energization charges, plus administration fee	20(d)
5.	Ministry of Transportation (Ontario) or other governmental authority charges	20(f)
6.	Amounts for water, hydro, gas, cable T.V. and any other services	20(g)
7.	Charge imposed by Law Society of Ontario	20(i)
8.	Installation and/or erection of a privacy fence, lot line fence, chain link fence, retaining wall(s)	20(k)
9.	Any tax that may be levied or charged in the future by governmental authorities	20(l)
10.	Boulevard tree planting	20(o)
11.	Community landscaping, any entry or other features and/or any fencing	20(p)
12.	Survey of the Property	20(q)
13.	Garbage and/or recycling bins	20(r)
14.	Any adjustment agreed to in writing subsequent to the execution of the Agreement	20(s)
15.	HST Rebate where Purchaser does not qualify for the Rebate	29(a)
16.	HST on adjustments, extras, upgrades, changes	29(b)
17.	Correcting certain Purchaser actions	28, 42, 52(d), 53
18.	Removing unauthorized title registrations	45
19.	Interest and liquidated damages, plus administration fee	52, 53, 55
20.	Purchaser indemnity for entry	55
21.	Basement, backsplite or rear deck, steps, windows, patio doors, etc.	78
22.	Air conditioning unit or any additional improvements required by the Municipality	79

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

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

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

This Agreement is conditional upon the Vendor entering into binding Agreements of Purchase and Sale for the sale of twenty-two (22) detached dwelling units within the freehold project consisting of twenty-seven (27) detached dwellings for the project marketed as GRAND RIDGE NORTH (the “**Freehold Project**”). This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. In the event that no notice is received from the Vendor by the Purchaser on or before the date set forth below that this condition has or has not been satisfied, it shall be deemed to have been satisfied.

The date by which this Condition is to be satisfied is the 30th day of November, 2023.

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

This Agreement is conditional upon the Vendor obtaining financing for the construction of the Freehold Project on terms satisfactory to it in its sole and absolute discretion. This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. The date by which this condition is to be satisfied or waived by the Vendor is noted below. In the event that no notice is received from the Vendor by the Purchaser on or before the date set forth below that this condition has or has not been satisfied, it shall be deemed to have been satisfied.

The date by which this Condition is to be satisfied is the 30th day of November, 2023.

3. **Description of Early Termination Conditions:**

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, with the credit worthiness of the Purchaser. The Vendor shall have sixty (60) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such credit worthiness. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine the Purchaser’s credit worthiness.

The date by which this Condition is to be satisfied is the 60th day following the date of acceptance of this Agreement.

Warranty Information for New Freehold Homes



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

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Continued...

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

About Tarion

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

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