

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.

AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase the property described below on the following terms and to pay the following monies as hereinafter specified:

Purchaser: _____

Date of Birth: _____

Purchaser: _____

Date of Birth: _____

Vendor: Tribute (Cobourg) Limited

Project: Cobourg Trails

Lot No: _____

Phase/Enclave: _____

Plan No: _____

Sales Agent: _____

Municipality: _____

Town of Cobourg

Rear Grade _____

Lot Type: _____

Condition: _____

(As Shown on Attached Schedule “B”)

Street: _____

Model Type: _____

Elevation: _____

Purchase Price: _____

Dollars \$ _____

Deposit: See Schedule "DE". All deposits to be made payable to the Vendor by post-dated cheque.

The balance of the Purchase Price, in lawful money of Canada, is payable to the Vendor in accordance with Section 20 (d) on the Closing Date and all proper and usual adjustments and those adjustments as hereinafter set forth in this Agreement shall be calculated and paid on the Closing Date.

The following Schedules are appended hereto and form part hereof:

"A", "B", "C", "D", "DE", “E”, “EX”, “NC”, "PI", “X”, “Y” and the Freehold Form (Tentative Closing Date) – Statement of Critical Dates – Delayed Closing Warranty and Addendum to Agreement of Purchase and Sale – Delayed Closing Warranty (collectively the “Addendum”) and the Tarion Warranty Information for New Freehold Homes (the “Tarion Information Sheet”). All defined terms in the schedules shall have the meanings given to them in Schedule “C”, unless otherwise defined in such schedule.

This Offer is irrevocable by the Purchaser until 5:00 p.m. on the Irrevocable Date as hereinafter set out, after which time if not accepted, this offer shall be void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the Closing Date, on which date vacant possession of the premises shall be given to the Purchaser.

Date of Offer: _____

Irrevocable Date: _____

The Closing Date as contemplated by this Agreement is set out in the Addendum and is defined in paragraph 1(a)(v) of Schedule “C” hereto.

Purchaser’s Information:

Telephone: (H) _____

Telephone: (B) _____

Address: _____

E-mail Address: _____

Purchaser’s Solicitors Information:

Name: _____

Firm: _____

Address: _____

Tel: _____ Fax: _____

E-mail Address: _____

WITNESSED BY:

SIGNED this _____ day of _____, 20____.

Purchaser

Purchaser

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

ACCEPTED this _____ day of _____, 20____.

Vendor’s Solicitors:

TRIBUTE (COBOURG) LIMITED

OWENS WRIGHT LLP
Barristers & Solicitors
20 Holly Street, Suite 300
Toronto, ON M4S 3B1
Attention: Adam S. Lebow
(Tel.) 416-486-9800 (Fax) 416-486-3309
E-mail – alebow@owenswright.com

Per: _____
Authorized Signing Officer

**Freehold Form
(Tentative Closing Date)**

Property Lot 1 Phase 1

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 Tribute (Cobourg) Limited
Full Name(s)
PURCHASER _____
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 21st day of September, 2021.

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 19th day of January, 2022.

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 19th day of May, 2022.

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 19th day of January, 2023.

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 23rd day of June, 2021.

(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 21st day of October, 2021.

(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 21st day of February, 2023.

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

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

Acknowledged this ____ day of _____, 20____.
VENDOR: _____ **PURCHASER:** _____

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR

Tribute (Cobourg) Limited			
Full Name(s)			
B60573			
HCRA Licence Number		1815 Ironstone Manor	
905-839-3500		Address	
		Pickering, ON, L1W 3W9	
Phone		City	Province
905-421-4096		cobourgtrails@mytribute.ca	Postal Code
Fax		Email*	

PURCHASER

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

PROPERTY DESCRIPTION

Municipal Address			
Cobourg, ON			
City		Province	Postal Code
Lot 1 Phase 1			
Short Legal Description			
Number of Homes in the Freehold Project <u>182</u> (if applicable – see Schedule A)			

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

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

Approved Draft Plan of Subdivision _____

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 21 day of Sept, 2021.

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:

Confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

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

The date by which Condition #1 is to be satisfied is the 30 day of June, 2022.

Condition #2 (if applicable)

Description of the Early Termination Condition:

Receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged.

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

The date by which Condition #2 is to be satisfied is the 30 day of June, 2022.

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"):

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- (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.

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“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.

1. TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST and disbursements as a release fee for any Vendor's Lien that is registered. – see paragraph 3 (g) of Schedule "C" of the Purchase Agreement
2. TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST as a returned cheque fee shall be charged to the Purchaser for the first cheque delivered to the Vendor or the Vendor's solicitor that is not accepted for payment by their bank for any reason and such cheque fee shall increase by an additional ONE HUNDRED DOLLARS (\$100.00) per occurrence. – see paragraph 6 (b) (iv) of Schedule "C" of the Purchase Agreement and also see Schedule "DE" of the Purchase Agreement
3. SEVENTY-FIVE DOLLARS (\$75.00) plus HST, per occurrence, as a bank wire transfer fee to reimburse the Vendor's solicitors for its administration of processing bank wire transfers through the LVTS of any funds required to be paid through said system or any other electronic money transfer system acceptable to the Vendor at the Vendor's sole discretion in accordance with the terms of the Purchase Agreement. – see paragraph 6 (b) (vi) of Schedule "C" of the Purchase Agreement
4. SEVENTY-FIVE DOLLARS (\$75.00) plus HST, per occurrence, as a direct deposit fee to reimburse the Vendor and the Vendor's solicitors for its administration for processing direct deposits, to the extent same are permitted. – see paragraph 6 (b) (vii) of Schedule "C" of the Purchase Agreement
5. TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST, per occurrence, to the Vendor and THREE HUNDRED DOLLARS (\$300.00) plus HST, per occurrence, to the Vendor's solicitor as its legal fee, in the event that the Purchaser requests any of the following changes: (A) an extension of the Closing Date and the Vendor consents to such extension (which consent may be withheld in the Vendor's sole discretion); (B) a change to the name or names or manner in which the Purchaser has previously requested to take title to the Real Property (which consent may be withheld in the Vendor's sole discretion); (C) that a deposit cheque in the possession of the Vendor be: (1) exchanged for a replacement cheque; or (2) deposited on a later date than the date indicated on the face of said cheque, and the Vendor consents to same (which consent may be withheld in the Vendor's sole discretion); or (D) a change to any other information provided to the Vendor or the Vendor's solicitor or to any other final closing documentation prepared by the Vendor's solicitor (whether or not delivered to the Purchaser or the Purchaser's solicitor). Notwithstanding the foregoing there is no obligation whatsoever on the part of the Vendor, or the Vendor's solicitors, to approve of or implement any such changes so requested by the Purchaser or the Purchaser's solicitors. – see paragraph 6 (b) (viii) of Schedule "C" of the Purchase Agreement
6. TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST, per occurrence, to the Vendor and FIVE HUNDRED DOLLARS (\$500.00) plus HST, per occurrence, to the Vendor's solicitor as its legal fee, should the Purchaser fail to advise the Vendor of any changes in any of the Purchaser's or the Purchaser's solicitor's mailing address, telephone number or electronic mail (i.e. e-mail) address forthwith upon such change. – see paragraph 6 (b) (ix) of Schedule "C" of the Purchase Agreement
7. FIVE HUNDRED DOLLARS (\$500.00) plus HST, per occurrence, to the Vendor's solicitor as its legal fee for reviewing all documentation delivered that relates to the use of a power of attorney for this transaction. – see paragraph 13 (c) of Schedule "C" of the Purchase Agreement
8. FIVE HUNDRED DOLLARS (\$500.00) plus HST, per occurrence, to the Vendor's solicitor as its legal fee for reviewing all documentation delivered that relates to the certificate of appointment of estate trustee and the use of the certificate of appointment of estate trustee in connection with the within transaction. – see paragraph 13 (d) of Schedule "C" of the Purchase Agreement
9. FIVE HUNDRED DOLLARS (\$500.00) plus HST, per corporation occurrence, to the Vendor's solicitor as its legal fee for reviewing all paperwork delivered that relates to a purchaser corporation. – see paragraph 13 (e) (vii) of Schedule "C" of the Purchase Agreement
10. TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST, per change, as an administration fee for late requests by the Purchaser for selection of items of construction or finishing that are allowed by the Vendor – see paragraph 14(a) of Schedule "C" of the Purchase Agreement
11. Grading change adjustment
Creation of:
a full walkout basement - additional \$35,000
a semi walkout basement - additional \$20,000
a full walkout from a semi-walkout basement - additional \$15,000
a semi walkout from a walkout deck - additional \$10,000
a walkout deck - additional \$10,000

Deletion of:
a full walkout basement - credit of \$35,000
a semi walkout basement - credit of \$20,000
a walkout deck - credit of \$10,000

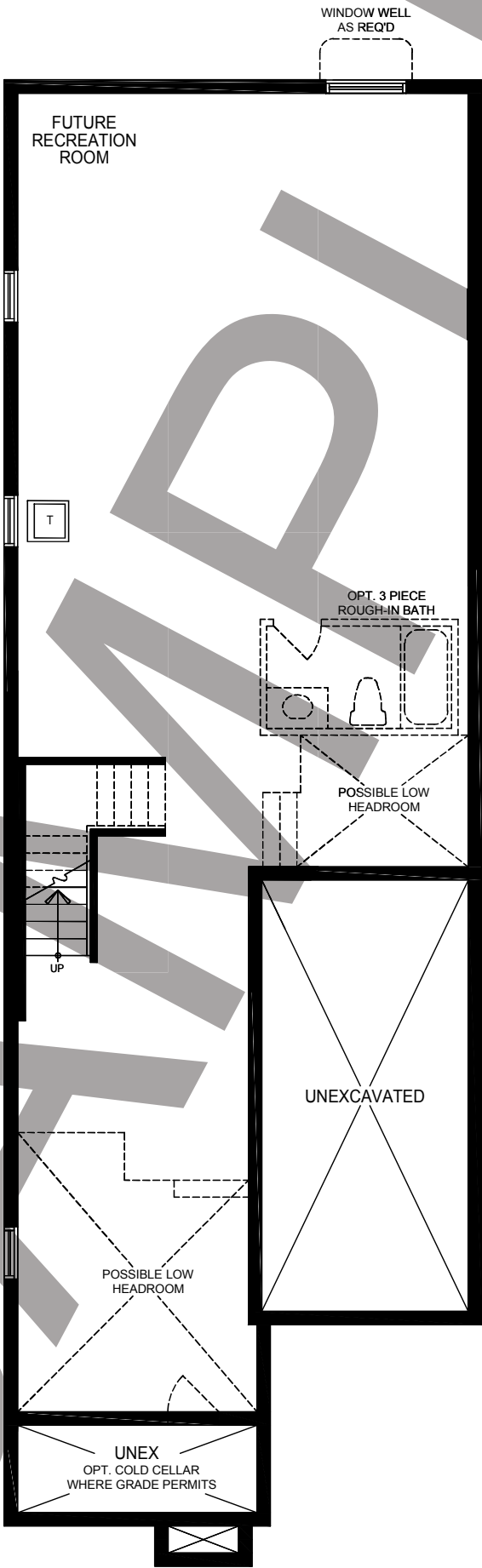
Reduction of:
a full walkout to a semi walkout basement - credit of \$15,000
a semi walkout to a walkout deck - credit of \$10,000
– see paragraph QQ of Schedule "D" of the Purchase Agreement
12. ONE THOUSAND DOLLARS (\$1,000.00) plus HST, per change, as an administration fee for changes to the exterior colour package, if permitted by the Vendor – see paragraph 6 of Schedule "EX" of the Purchase Agreement

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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.

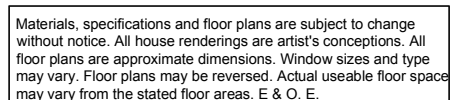
1. In the event the purchaser fails to make payment as and when required pursuant to the terms of this agreement, in addition to any other rights of the vendor, pursuant to this agreement or at law, the amount required to be paid shall bear interest at that interest rate which is equal to five percent (5%) above the prime rate, calculated from the due date to the date of payment. – see paragraph 3 (e) of Schedule “C” of the Purchase Agreement
2. Where the Vendor incurs any costs or expenses pursuant to this Agreement as a result of a breach or default of the Purchaser pursuant to the terms of this Agreement or as a result of an indemnity given by the Purchaser in favour of the Vendor, the repayment by the Purchaser to the Vendor of such costs and expenses shall be increased by an administrative fee of fifteen percent (15%) of the total of such costs and expenses. – see paragraph 3 (e) of Schedule “C” of the Purchase Agreement
3. The amount claimed for any vendor's lien for unpaid purchase monies, adjustments or other claims as provided for in the Purchase Agreement, together with interest thereon as provided for in the Purchase Agreement and including, without limitation, the Vendor's solicitors' legal fees on a full indemnity scale, and disbursements and the cost to register the said vendor's lien on title to the Real Property. – see paragraph 3 (g) of Schedule “C” of the Purchase Agreement
4. The amount of any Extras that the Vendor has consented to in writing for the Purchaser to pay on Closing. – see paragraph 5 (a) of Schedule “C” of the Purchase Agreement
5. Realty taxes (including local improvement charges, if any), water and assessment rates, hydro, water and gas rates, fuel, shall be apportioned and allowed to the Closing Date with the date itself to be apportioned to the Purchaser. – see paragraph 6 (a) of Schedule “C” of the Purchase Agreement
6. The fee for the enrolment and registration of the Real Property under ONHWP. – see paragraph 6 (b) (i) of Schedule “C” of the Purchase Agreement
7. The HCRA Regulatory Oversight Fee. – see paragraph 6 (b) (ii) of Schedule “C” of the Purchase Agreement
8. The Real Estate Transaction Levy Surcharge charged by the Law Society of Ontario at the time of giving the transfer of the Land to the Purchaser. – see paragraph 6 (b) (iii) of Schedule “C” of the Purchase Agreement
9. A reimbursement for fees or charges imposed on the Vendor by Canada Post, if any, for the Real Property in order to obtain mail delivery or to obtain mailboxes or new addresses. – see paragraph 6 (b) (v) of Schedule “C” of the Purchase Agreement
10. In the event that the Purchaser requests an extension of the Closing Date and the Vendor consents to such extension (which consent may be withheld in the Vendor's sole discretion), the Purchaser shall pay to the Vendor such fee plus HST as required by the Vendor, in consideration of granting such extension. – see paragraph 6 (b) (viii) of Schedule “C” of the Purchase Agreement
11. Where the Vendor consents to any change as set out in paragraph 6 (b) (viii) of Schedule “C” of the Purchase Agreement, an amendment or assignment as determined by the Vendor in the Vendor's sole discretion and in the Vendor's form must be executed by all appropriate parties and the Purchaser shall pay the Vendor's standard fee for the preparation and administration of the amendment or assignment as well as the Vendor's solicitor's legal fee, HST and disbursement for the preparation and administration of the amendment or assignment. – see paragraph 6 (b) (viii) of Schedule “C” of the Purchase Agreement
12. The Purchaser shall pay any other additional or further adjustments agreed to in writing between the Vendor and Purchaser concurrent with or subsequent to the execution of this Agreement. – see paragraph 6 (b) (x) of Schedule “C” of the Purchase Agreement
13. All deposits and security required by any one or more applicable Service Provider. – see paragraph 6 (d) (ii) (C) of Schedule “C” of the Purchase Agreement
14. The amount of any Service Provider Rebate. – see paragraph 6 (d) (ii) (F) of Schedule “C” of the Purchase Agreement
15. The amount of all rebates issued or paid for the Rental Equipment, for any chattels purchased from the Vendor and for any fixtures installed by the Vendor by any governmental authority. – see paragraph 6 (d) (ii) (H) of Schedule “C” of the Purchase Agreement
16. In the event that the Purchaser does not personally occupy the Dwelling as the Purchaser's primary place of residence and deliver on closing the necessary documents, evidence and affidavits required by the Vendor with respect to HST, then the Purchaser shall pay to the Vendor an amount on the Closing Date equal to such HST Rebate that would have been available to the Vendor had the Purchaser occupied the Dwelling as the Purchaser's primary place of residence and otherwise complied with the provisions of the ETA with respect to the qualification for the HST Rebate. – see paragraph 6 (e) (i) of Schedule “C” of the Purchase Agreement
17. In the event that the Purchaser is not eligible for the HST Rebate or any part thereof, (whether determined before, on or after the Closing and notwithstanding that the price of the Real Property would qualify for a rebate) pursuant to the provisions of the ETA, then the Purchaser shall forthwith upon demand pay a sum equal to the HST Rebate that would have otherwise been applicable to the Real Property, to the Vendor and the Purchaser shall not be entitled to any credit for or with respect to the HST Rebate. – see paragraph 6 (e) (ii) (D) of Schedule “C” of the Purchase Agreement
18. The Purchaser has indemnified and saved harmless the Vendor and Rebate Recipient from and against all costs, expenses, actions, suits, causes of action, proceedings, damages and liabilities, which the Vendor or Rebate Recipient may sustain or incur, including without limiting the generality of the foregoing, any penalty, fine, interest, other charge, payment or expense whatsoever, which the Vendor and the Rebate Recipient may sustain, suffer or incur as a result of a breach by the Purchaser of its representations and warranties in paragraph 6(d)(ii)(E) of the Purchase Agreement. – see paragraph 6 (e) (ii) (E) of Schedule “C” of the Purchase Agreement
19. The Purchaser shall pay and be responsible to the complete exoneration of the Vendor for all other taxes imposed (including any NRST, if applicable, or any increase in the federal component of the HST beyond 5% or any increase in the provincial component of the HST beyond 8% or any increase in any combined rate of 13%) on the Real Property or the purchase of the Real Property, by the federal, provincial or municipal government, or otherwise by statute, regulation or by-law whether or not the legislation imposing such tax places the responsibility for payment thereof onto the Vendor and the Vendor shall be allowed to charge the Purchaser as an adjustment 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. – see paragraph 6 (f) (i) of Schedule “C” of the Purchase Agreement
20. The Purchaser shall pay any expense incurred by the Vendor, Municipality or Developer with respect to a breach by the Purchaser of the grading provisions set out in paragraph 8 (a) of the Purchase Agreement. – see paragraph 8(a) of Schedule “C” of the Purchase Agreement
21. The Purchaser has indemnified and saved harmless the Vendor from all costs, expenses and damages incurred by the Vendor should the Purchaser take steps or actions to recover any payment for any fences installed or desired to be installed by the Purchaser – see paragraph 8 (b) of Schedule “C” of the Purchase Agreement
22. In the event of any unauthorized work by the Purchaser on the Real Property prior to Closing, the Vendor shall be entitled to take whatever steps are necessary to remove, correct or remedy any such work and the costs and expenses thereof plus a fifteen percent (15%) administration fee shall be paid by the Purchaser. – see paragraph 10(a) of Schedule “C” of the Purchase Agreement
23. The Purchaser has agreed to indemnify and save harmless the Vendor from and against any costs, charges and expenses whatsoever which the Vendor may sustain or incur as a result of any breach by the Purchaser of the terms of the Purchase Agreement. – see paragraph 10 (b) of Schedule “C” of the Purchase Agreement
24. The Purchaser has agreed to indemnify the Vendor from any costs, charges or penalties paid or payable by the Vendor as a result of the Purchaser's occupancy of the Real Property prior to Municipal occupancy requirements having been complied with – see paragraph 14(d) of Schedule “C” of the Purchase Agreement
25. The Vendor's solicitor's reasonable fee if the Purchaser's solicitor is utilizing the Vendor's solicitor's (or agent's) computer facilities to complete the transaction using the System – see paragraph 20(c) of Schedule “C” the Purchase Agreement
26. The Purchaser has indemnified and saved harmless and has agreed to cause its solicitor to indemnify and save harmless the Vendor and the Vendor's solicitor with respect to any loss, costs, expenses or damages whatsoever, suffered or incurred, directly or indirectly, by the Vendor or the Vendor's solicitors, as a result of any of the purchase monies (including all monies required to be paid pursuant to the Purchase Agreement, no matter how characterized) not being paid to the Vendor or the Vendor's solicitors for any reason whatsoever – see paragraph 20(d) of Schedule “C” the Purchase Agreement
27. Purchaser has assigned all of the Purchaser's right, title and interest (if any) in and to the Development Charge Rebate to the Vendor – see paragraphs 23(c) of Schedule “C” the Purchase Agreement



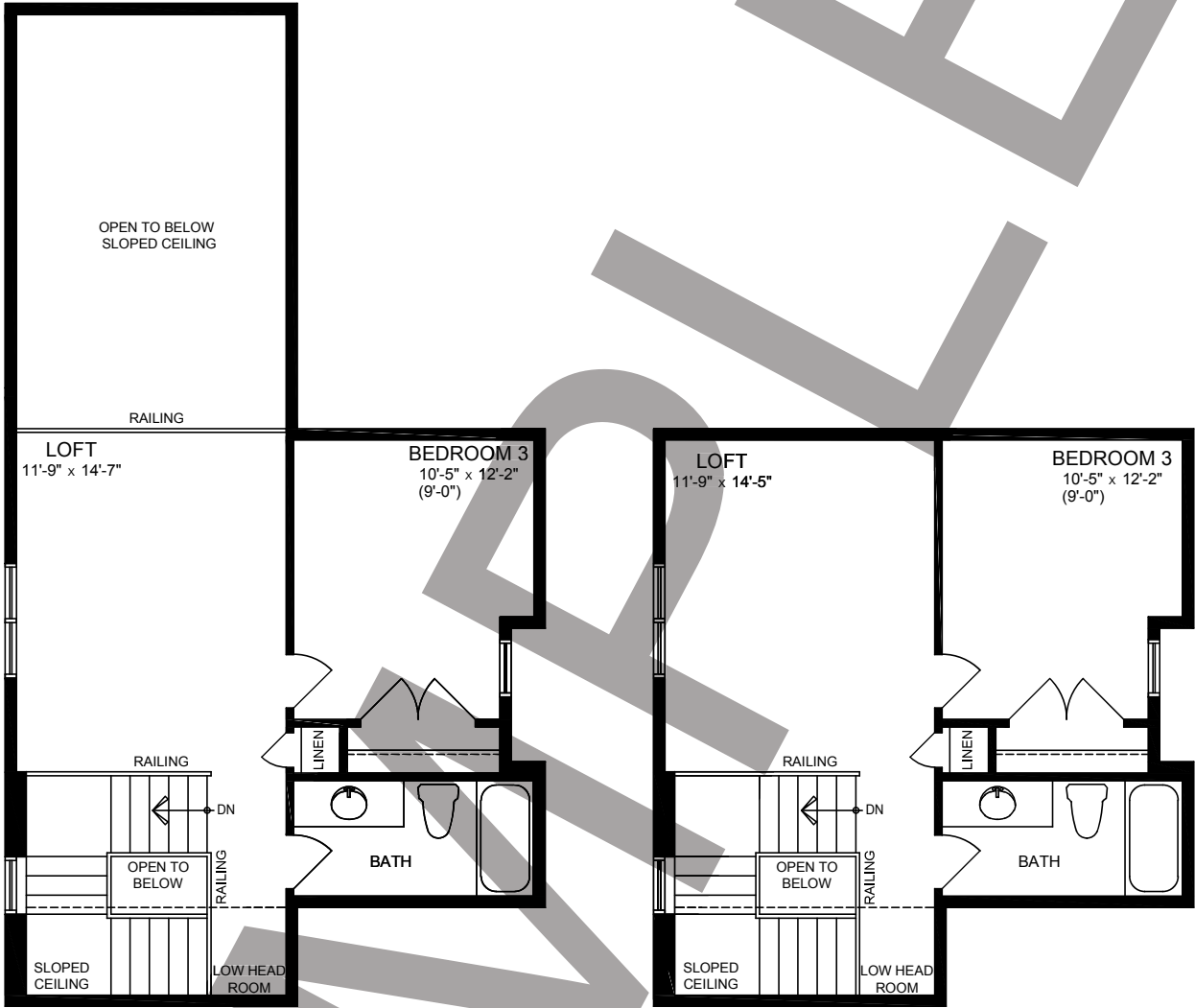
BASEMENT
ELEV. 'A'

SCHEDULE 'Y'

Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's conceptions. All floor plans are approximate dimensions. Window sizes and type may vary. Floor plans may be reversed. Actual useable floor space may vary from the stated floor areas. E & O. E.



MAGNOLIA
ELEV. 'A' - 1262 SF
(1785 SF WITH OPTIONAL LOFT)



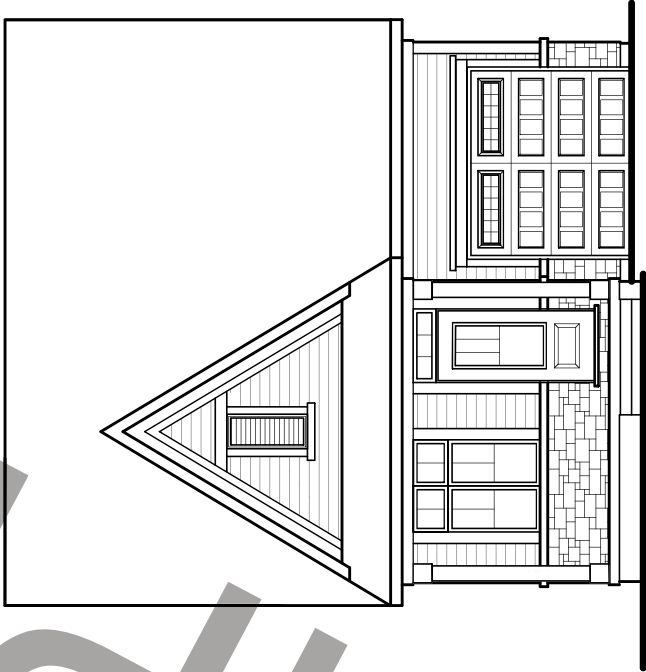
OPTIONAL LOFT WITH
OPTIONAL OPEN TO BELOW
ELEV. 'A'

OPTIONAL LOFT
ELEV. 'A'

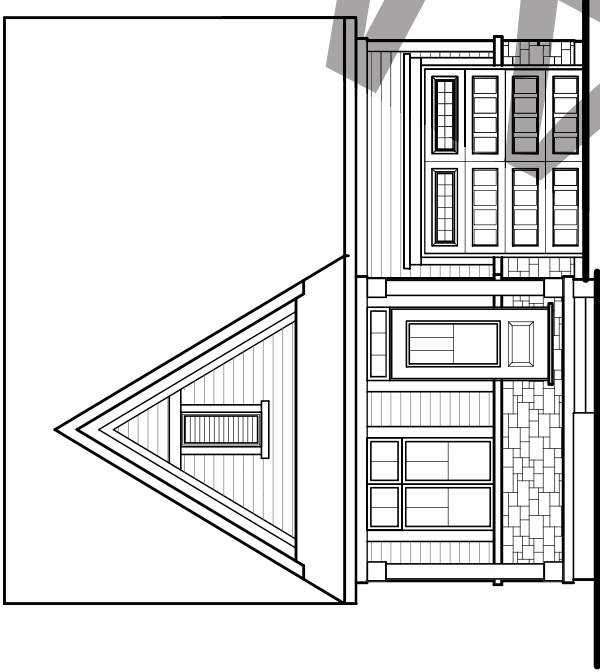
SCHEDULE 'Y'

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MAGNOLIA
ELEV. 'A' - 1262 SF
(1785 SF WITH OPTIONAL LOFT)



FRONT ELEVATION 'A'
WITH OPTIONAL LOFT

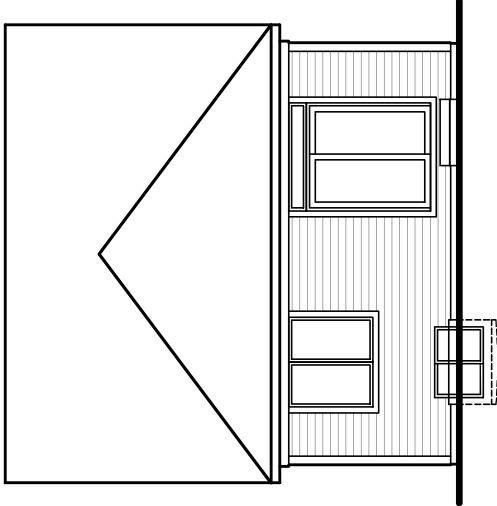


FRONT ELEVATION 'A'

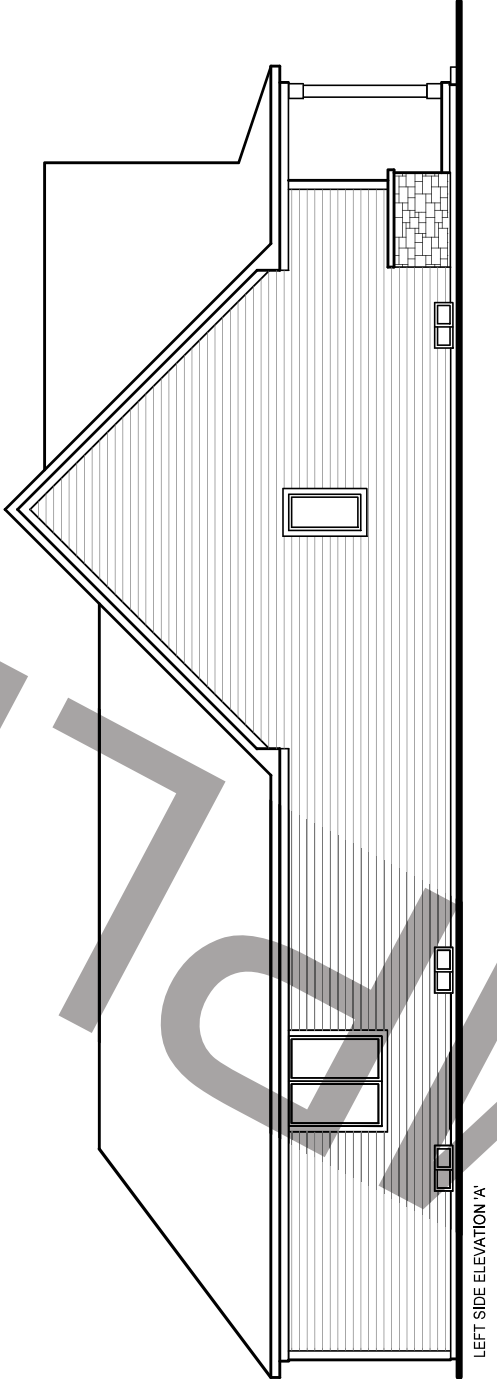
SCHEDULE 'Y'

Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's conceptions. All floor plans are approximate dimensions. Window sizes and type may vary. Floor plans may be reversed. Actual useable floor space may vary from the stated floor areas. E & O. E.

MAGNOLIA
ELEV. 'A' - 1262 SF
(1785 SF WITH OPTIONAL LOFT)



REAR ELEVATION 'A'



LEFT SIDE ELEVATION 'A'

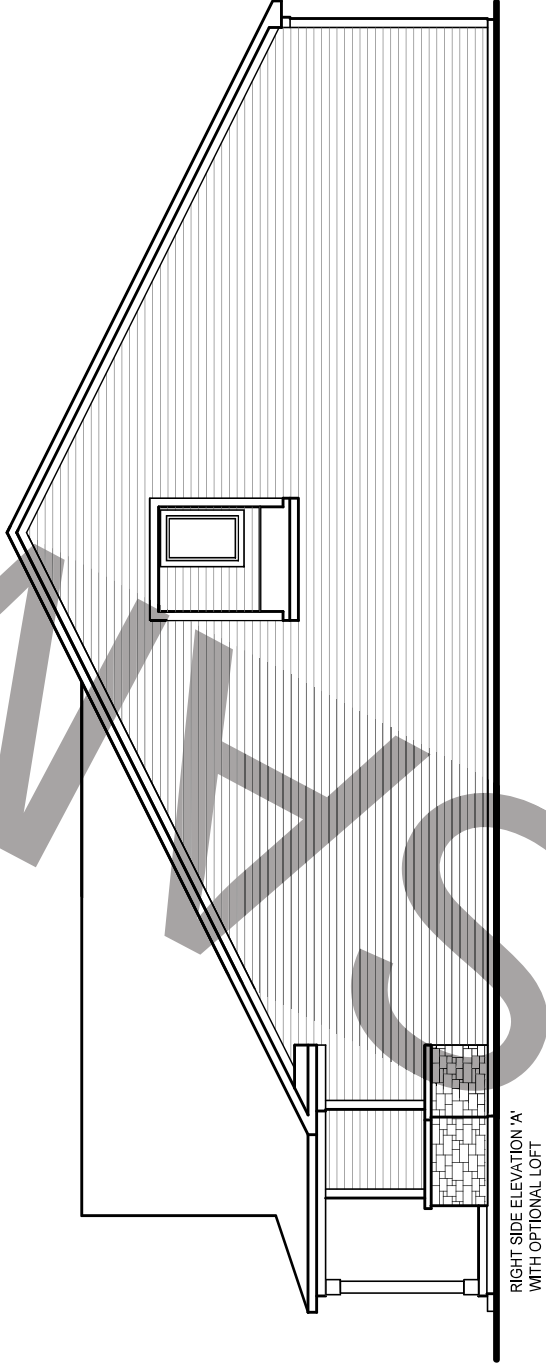
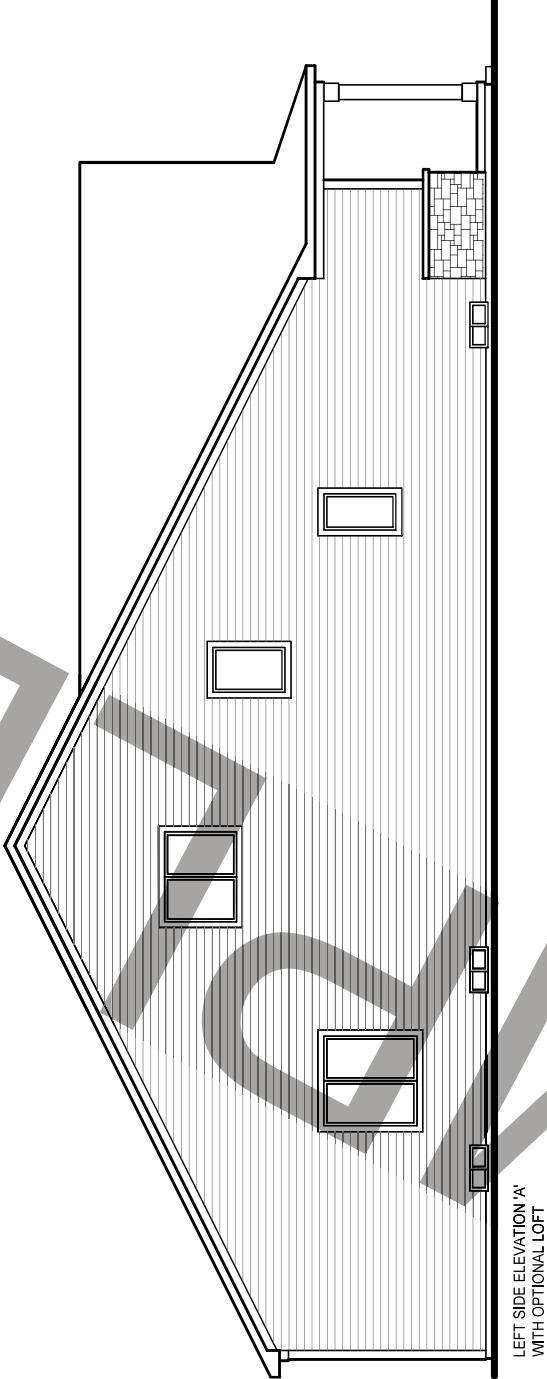
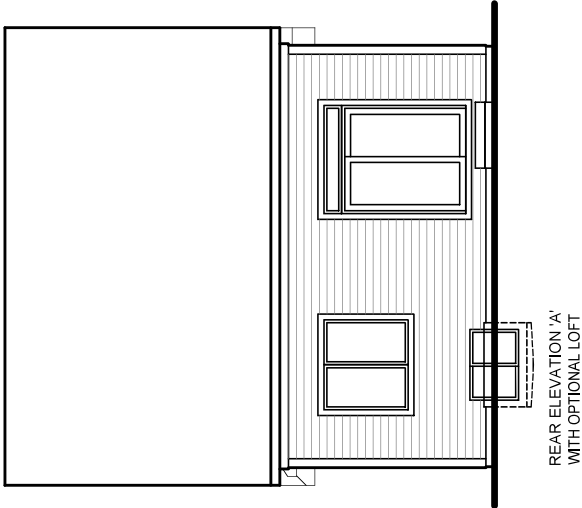


RIGHT SIDE ELEVATION 'A'

SCHEDULE 'Y'

Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's conceptions. All floor plans are approximate dimensions. Window sizes and type may vary. Floor plans may be reversed. Actual useable floor space may vary from the stated floor areas. E & O. E.

MAGNOLIA
ELEV. 'A' - 1262 SF
(1785 SF WITH OPTIONAL LOFT)



SCHEDULE 'Y'

Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's conceptions. All floor plans are approximate dimensions. Window sizes and type may vary. Floor plans may be reversed. Actual useable floor space may vary from the stated floor areas. E & O. E.



QUALITY APPOINTMENTS

20' TOWNHOMES AND 30', 38' & 45' DETACHED DESIGNS

SCHEDULE 'A'

ELEGANT EXTERIORS

- Cobourg Trails in the Town of Cobourg features Contemporary Classic and Modern Transitional inspired architecture. All elevations, exterior colours and materials are architecturally controlled.
- Elevation A features a stone and vinyl siding exterior with frieze boards, vinyl shake accents, and other authentic details on front elevations, as per applicable model design.
- Elevation B (Transitional) features a brick and siding (PVC and/or vinyl as per applicable model design) exterior with brick detailing, frieze boards, coloured mortar, and other authentic details on front elevations, as per applicable model design.
- Elevation C features a brick exterior with brick and/or stone detailing, frieze boards, vinyl shake and/or stone accents, coloured mortar, and other authentic heritage-style details on front elevations, as per applicable model design.
- Exterior walls to be 2" x 6" wood stud construction (2" x 4" wood stud construction at garage walls), as per plan.
- Metal insulated front entry door with inset pane lites or double doors with inset pane lites.
- Low-e, argon filled vinyl thermo pane sliding glass patio doors, 6' wide on townhomes & 30' designs, 8' wide on 38' designs, and 6' or 8' wide 45' designs, or French door, as per applicable plan.
- Self-sealing high-grade laminate shingles, with limited lifetime manufacturer's warranty. Prefinished metal roof accents, as per applicable plan.
- Aluminum soffits, fascia, eavestroughs and downspouts.
- Thermopane Low-e Argon fixed vinyl casement windows on main and 2nd floors.
- Low-e, argon filled vinyl thermo pane slider basement windows.
- Maintenance free exterior columns, railing and pickets (as per applicable plan).
- Garage overhead door(s) with glass inserts, as per applicable plan.
- Interior garage walls to be drywalled.
- Fully paved driveways with base coat and top coat of asphalt.
- Two (2) exterior hose bibs, one in garage and one at rear of house.
- Custom designed and architecturally controlled front yard landscaping with ground cover, shrubs, trees and sod in front and rear yard (as per plan).
- Address plaque and Nickel plated Deadbolt, Gripset Entry on Front Door.

SPECTACULAR INTERIOR FINISHES

- 9' ceiling height on main floor, 8' on second floor (except at coffered, sloped or cathedral ceilings, and where drops are needed for bulkheads for mechanical systems).
- Natural oak finish staircase with oak treads, oak veneer stringers & risers from main to second floor, and from main to basement on bungalow plans.
- Natural oak finish pickets, railing and stringer on stairwells in finished areas, nosing where required, as per applicable plan.
- Upgraded $\pm 4"$ baseboard with $\pm 2 \frac{3}{4}"$ door and window casing.
- Gas fireplace featuring colonial painted wood surround with wooden mantel or cabinet style unit, complete with glass panel, gas log and wall switch, on detached designs only as per applicable plan.
- Colonial raised panel interior doors, including closets, as per applicable plan.
- Nickel finish interior door levers and hinges.
- Purchaser's choice of colour of quality paint and primer on all interior walls, all interior doors and trim (from builder's samples).
- Smooth finish ceilings in kitchen, bathrooms, laundry (where applicable) and stippled ceilings with 4" smooth border throughout main and second floor.
- Trimmed archways throughout, where applicable, as per plan.

DESIGNER KITCHENS

- Purchaser's choice of deluxe cabinetry with granite countertop (from builder's standard samples).
- Upgraded $\pm 36"$ upper cabinets in kitchen.
- Flush breakfast bar in kitchen, as per applicable plan.
- Double bowl stainless top mount sink with single lever faucet.
- White exhaust hood fan over stove area, vented to exterior.
- Dishwasher rough-in provided includes electrical and plumbing only, with space for dishwasher. Hookup not included.
- Dedicated electrical outlet for refrigerator.
- Split circuit electrical outlets at counter level for small appliances.

LUXURIOUS BATHROOMS

- Purchaser's choice of deluxe cabinetry and granite countertop (from builder's standard samples).
- Primary ensuite to have oversized acrylic oval bathtub with ceramic tile backsplash and tub mounted faucets where tub and shower are separate, as per plan. Separate shower stall finished in 8" x 10" ceramic tile and glass, as per applicable plan.
- Main bathroom to have tub with 8" x 10" ceramic tile to ceiling height.
- Pedestal sink in powder room.
- Mirror in all bathrooms to be full width of vanity.
- White oval sink with single lever faucets and pop-up drains.
- Privacy locks on all bathroom doors.
- Wall Sconce style lighting in all bathrooms and powder room.
- Chrome bathroom accessories including towel bar and tissue dispenser in all bathrooms. Curved chrome shower rod where applicable.
- Positemp pressure/temperature balance valves for all showers.
- Shut off valve under each sink.

LAUNDRY AREAS

- Laundry room located in basement, main floor or 2nd floor, as per plan.
- Exterior dryer exhaust vent.
- One laundry tub provided, as per plan.
- Hot and cold laundry taps for washer and heavy duty wiring for dryer.

FLOORS AND FLOOR COVERINGS

- Imported ceramic 12" x 12" or 13" x 13" tile flooring in entry, kitchen, powder room, ensuite, bathrooms and laundry room in finished areas, where applicable.
- Laminate flooring in living, dining, and great room, as per plan; Purchaser choice from Tribute's standard samples.
- Premium quality 35 oz. carpeting with 7/16" underpad on second floors, where applicable; Purchaser choice from Tribute's standard samples.

LIGHTING AND ELECTRICAL FEATURES

- Ceiling outlets with builder supplied quality light fixtures for entry, hallways, main floor rooms, kitchen, breakfast and all bedrooms, as per applicable plan. Capped outlet in dining room ceiling, as per plan.
- Two weather proof exterior electrical outlets, one each at front and rear of home, plus two electrical outlets in garage, and one electrical outlet in ceiling of garage, per garage door, for future door opener.
- Electrical interconnected smoke detectors, on each floor, including basement and in all bedrooms.
- Carbon monoxide detectors with electrical connection in hallway of floor(s) with bedrooms.
- White Decora style switches and receptacles throughout.
- Rough-in for central vacuum system provided, at least one outlet per floor. All pipes drop to basement or garage, as per plan.
- Pot or Coach Lights (as per plan)

TRIBUTE SMARTER HOME

Your new Tribute Smarter Home includes:

- Mobile App
- Smarter Home Thermostat
- HVAC Performance Monitoring
- Smarter Home Water Leak Sensor (1)
- Smarter Home Light Switch (3)
- Smarter Home Video Door Bell

Speak to your Décor Consultant for additional Smarter Home upgrades.

TECHNOLOGY AND MEDIA

- Pre-wired with the latest technology including: Wide Band Width Video Cable and High Speed Data Cabling.
- Choice of 8 locations for telephone/ethernet or cable TV/modem outlets.
- Rough-in security includes wiring to all ground floor doors and ground floor operable windows, all oversized basement windows, and 2 motion detector locations. All wiring drops to basement.

ENERGY CONSERVATION FEATURES

- Forced air, high efficiency gas furnace with ducting sized for future air conditioning. All heating and air conditioning ducts are cleaned prior to closing. Gas fired water heater on a rental basis.
- Heat Recovery Ventilation unit to provide fresh air and improve indoor air quality.
- Exterior walls are insulated to R22, basement walls with R20 continuous insulation, and attics to R60.
- Spray foam insulation in garage ceiling below any habitable space above.
- All building envelope perforations including doors and windows to be fully caulked.
- Foundation wrapped with a superior drainage membrane to protect from water penetration.
- Energy efficient water saver shower and toilet tanks.

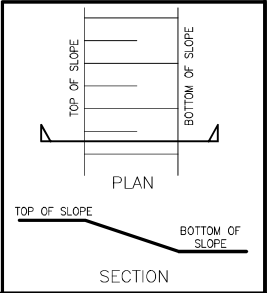
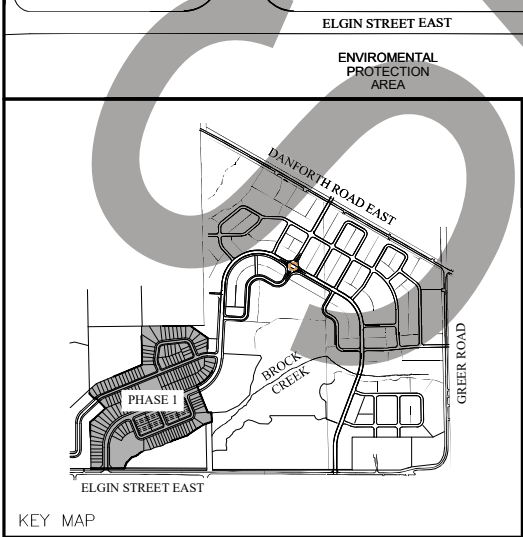
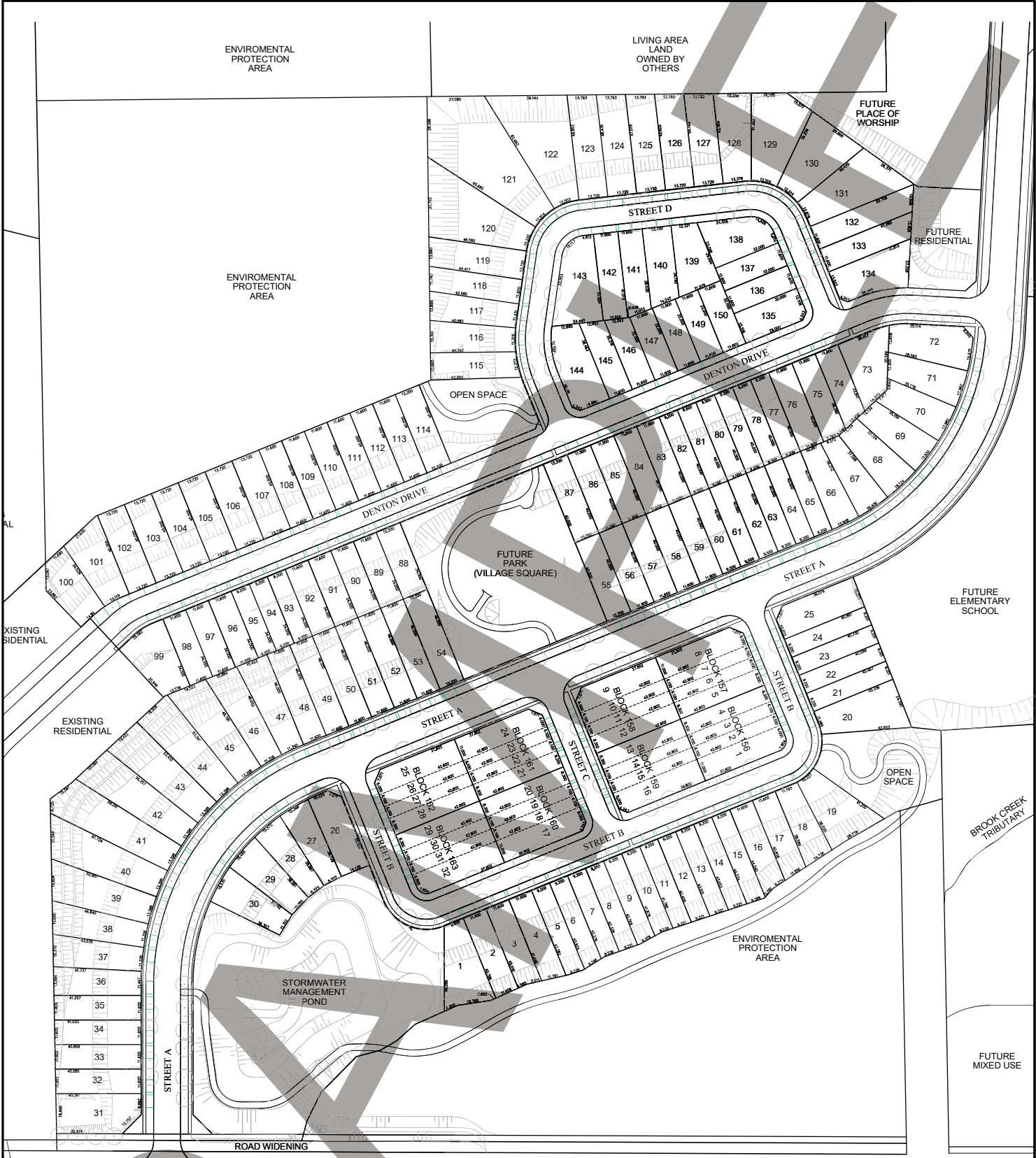
TARION WARRANTY CORPORATION COVERAGE

- 7-years-major structural defects.
- 2-years-plumbing, heating and electrical systems and building envelope.
- 1-year-all other items.

All colour and finishing selections are to be made at Tribute Decor Studio and from Tribute's standard samples. Tribute provides the services of a professional Design Consultant to assist purchasers in the completion of their interior colour selections and the selection of upgrades. The purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain certain features and upgrade finishes and augmented services, which may not be included in the basic model type. Most additional features on display in the model home are available as extras. The Purchaser acknowledges that there shall be no reduction in the price or credit given for any standard feature listed herein which is omitted at the Purchser's request. Purchasers acknowledge and agree that variations in colour and shade uniformity may occur and the colours, patterns and availability of samples displayed in the Presentation Centre, Show Homes and Décor Studio may vary from those displayed and available at time of colour selection. Variations in uniformity and colour from Vendor's samples may occur in finished materials, kitchen and vanity cabinets and floor and wall finishes due to normal production processes. Hardwood flooring may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Carpeting may be seamed under certain conditions. Ceilings and walls may be modified to accommodate mechanical systems. Number of steps at front and rear may vary from that shown according to grading conditions and municipal requirements. Actual square feet may vary slightly depending on elevation selected. All dimensions stated, if any, are approximate. Actual useable floor space may vary from the stated floor area, if so stated. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the exposed elevations. The purchaser accepts these changes as necessary. All levies, hydro & gas meter hookup costs included.

SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. BUILDER HAS THE RIGHT TO SUBSTITUTE MATERIALS OF EQUAL OR BETTER VALUE. E. & O. E. SEPTEMBER 23, 2021

OVERALL SITE MAP
SCHEDULE 'B'
3 TO 1 SLOPE
PHASE 1



Schedule “DE”

(This attached schedule forms part of this Agreement of Purchase and Sale)

Vendor: Tribute (Cobourg) Limited

Lot _____ Phase _____ in the Town of Cobourg

Purchaser: _____

Deposits to the Agreement of Purchase and Sale shall be made as follows:

Date:	<u>WITH AGREEMENT</u>	Amount:	<u>\$10,000.00</u>
Date:	_____	Amount:	<u>\$</u> _____
Date:	_____	Amount:	<u>\$</u> _____
Date:	_____	Amount:	<u>\$</u> _____
Date:	_____	Amount:	<u>\$</u> _____
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Date:	_____	Amount:	<u>\$</u> _____
Date:	_____	Amount:	<u>\$</u> _____
Date:	_____	Amount:	<u>\$</u> _____
Total Deposit:			<u>\$</u> _____

(the foregoing deposits are sometimes collectively referred to in the Agreement as “Deposits”)

An administration fee of Two Hundred and Fifty (\$250.00) Dollars plus HST shall be charged to the Purchaser for the first cheque delivered to the Vendor or its Solicitor and not accepted by their bank for any reason. For each subsequent cheque delivered to the Vendor or its Solicitor and not accepted by their bank for any reason, the Purchaser shall pay an administration fee equal to the administration fee paid for the prior cheque delivered by the Purchaser to the Vendor or its Solicitor and not accepted by their bank for any reason, plus One Hundred (\$100.00) Dollars.

For example:

- for the first cheque which is not accepted for payment, the administration fee is \$250.00 + HST;
- for the second cheque which is not accepted for payment, the administration fee is \$350.00 + HST;
- for the third cheque which is not accepted for payment, the administration fee is \$450.00 + HST; and
- for the fourth cheque which is not accepted for payment, the administration fee is \$550.00 + HST.

Replacement cheques must be certified and submitted to the Vendor within one (1) week of notification.

Note: All post dated cheques must be submitted within five (5) days of the signing of this agreement, or this agreement may be considered Null and Void at the sole discretion of the Vendor.

Purchaser Initials

Purchaser Initials

Schedule “EX”

(This attached schedule forms part of this agreement of purchase and sale)

Vendor: Tribute (Cobourg) Limited

Lot _____ Phase _____ in the Town of Cobourg

Purchaser: _____

- 1. The Purchaser(s) acknowledges that all exterior colour selections are Architecturally Controlled for the purpose of providing a pleasing streetscape.
- 2. The Purchaser(s) acknowledges that no exterior colour selection can be guaranteed to the Purchaser(s).
- 3. The Purchaser(s) acknowledges that while some exterior colour packages may indicate the possible inclusion of a different brick accent colour, this feature will only be assigned to a small percentage of houses in the Development as selected by Architectural Control and accordingly the assignment of a particular exterior colour package will not necessarily include a different brick accent colour.
- 4. The Purchaser(s) acknowledge that the samples on the exterior colour package boards are representative samples only, variations may occur in product runs.
- 5. Notwithstanding all of the above, the Vendor will endeavour to provide the Purchaser(s) with a choice to the exterior colour package, and while acknowledging that no exterior colour package choice can be guaranteed, the Purchaser(s) hereby designates the following preferred exterior colour packages in order of preference. N.B. Three choices must be made.
- 6. **The Purchaser(s) acknowledges that any future changes to the colour package selection are subject to construction timing and consent of the Vendor, which may be arbitrarily withheld. When permitted, changes will be subject to a \$1,000.00+HST administration fee.**

☐

Purchaser Initials

☐

Purchaser Initials

First Preference - Package No. _____

Second Preference - Package No. _____

Third Preference - Package No. _____

Purchaser Initials

Purchaser Initials

SCHEDULE “NC”

(This attached schedule forms part of this Agreement of Purchase and Sale)

PURCHASER ACKNOWLEDGEMENT:

I/WE the Purchasers of the above noted lot do hereby acknowledge and agree to the following:

PURCHASER UPGRADE TIMING

OPTIONAL ITEMS PERMITTED FOUR (4) MONTHS PRIOR TO COMMENCEMENT OF CONSTRUCTION, WHERE BUILDING CODE, DESIGN, GRADE AND ZONING BY-LAW PERMITS:

Detached:

1. 10’ Main Floor
2. 9’ Second Floor
3. 1’ Deeper Basement
4. Exterior Basement Walk Up
5. Larger Basement Windows
6. Cold Cellar
7. 3pc Rough In
8. Side Door Entry
9. Door from Garage to House
10. Open Stair to Basement
11. 8’ Wide Patio Door
12. Double Front Entry in lieu of Single with sidelites (subject to architectural control approval)
13. Accessibility
14. Finished Basement
15. Non-structural interior changes

Townhomes:

1. Larger Basement Windows
2. Cold Cellar
3. 3pc Rough In
4. Door from Garage to House
5. 8’ Wide Patio Door
6. Accessibility
7. Finished Basement
8. Non-structural interior changes

OPTIONAL ITEMS PERMITTED PRIOR TO COMMENCEMENT OF CONSTRUCTION, WHERE BUILDING CODE, DESIGN, GRADE AND ZONING BY-LAW PERMITS:

- All Interior Finishes
- Changes to Colour Chart (ie. tile, hardwood, carpet, paint, interior doors and trim)
- Mechanical Upgrades
- Electrical Upgrades
- Plumbing Upgrades
- Smooth Ceilings
- Upgrade to Oak/Maple Stairs (where not included)

Purchaser's Initials

Purchaser's Initials

Schedule “X”

(This attached schedule forms part of this agreement of purchase and sale)

Vendor: Tribute (Cobourg) Limited

Lot _____ Phase _____ in the Town of Cobourg

Purchaser: _____

The following is included in the Agreement of Purchase and Sale at no additional cost to the purchaser.

SINGLES

- 1) Included in the purchase price is \$10,000.00 (inclusive of HST) in free upgrades, (\$8,849.56 in upgrades and \$1,150.44 in HST), to be selected at the time of colour selections. This value shall be redeemable in upgrades only and is not transferable or refundable in cash or in any other manner. Any amount of upgrades selected over the amount noted above shall be paid in cash by the purchaser and shall be subject to HST. Should the amount of upgrades be less than the above stated amount, no refund or allowance will be made by the Vendor for the difference.

TOWNS

- 1) Appliance Package (includes stainless steel faced refrigerator, stove, hood fan and dishwasher, and white stackable washer/dryer as per applicable plan) AND \$5,000.00 (inclusive of HST) in free upgrades, (\$4,424.78 in upgrades and \$575.22 in HST), to be chosen at the Décor Studio at the time of colour selections. This value shall be redeemable in upgrades only and is not transferable, exchangeable or refundable in cash or in any other manner. Any amount of upgrades selected over the amount noted above shall be paid in cash by the purchaser and shall be subject to HST. Should the amount of upgrades be less than the above stated amount, no refund or allowance will be made by the Vendor for the difference.

Purchaser Initials

Purchaser Initials

SCHEDULE “C”

ADDITIONAL PURCHASER COVENANTS, CONDITIONS AND RESTRICTIONS

1. DEFINITIONS AND INTERPRETATION

- (a) The following definitions shall apply to this Agreement:
- (i) **“Addendum”** has the meaning ascribed thereto on page 1 of this Agreement.
 - (ii) **“Agreement”** means this agreement of purchase and sale, together with any schedules hereto and includes any amendments to this Agreement.
 - (iii) **“Business Day”** has the meaning ascribed thereto in the Addendum.
 - (iv) **“Closing”** has the meaning ascribed thereto in the Addendum.
 - (v) **“Closing Date”** means the date upon which the transaction contemplated by this Agreement is scheduled to be completed and is deemed to be the first such date as set out in the Critical Dates section of the Addendum (that is the First Tentative Closing Date), as same may be extended from time to time in accordance therewith.
 - (vi) **“Critical Dates”** has the meaning ascribed thereto in the Addendum.
 - (vii) **“Delayed Closing Date”** has the meaning ascribed thereto in the Addendum.
 - (viii) **“Developer”** has the meaning ascribed thereto in paragraph 13 hereof.
 - (ix) **“Development Charge Rebate”** has the meaning ascribed thereto in paragraph 23 hereof.
 - (x) **“Development Charges”** has the meaning ascribed thereto in paragraph 23 hereof.
 - (xi) **“Dwelling”** and **“House”** are used interchangeably and means the house to be constructed on the Land.
 - (xii) **“Early Termination Conditions”** has the meaning ascribed thereto in the Addendum.
 - (xiii) **“ETA”** has the meaning ascribed thereto in paragraph 6(d)(ii) hereof.
 - (xiv) **“Extras”** means any and all extras, upgrades or changes to the Real Property ordered or requested by the Purchaser which are not included in the Vendor’s standard dwelling unit specifications.
 - (xv) **“Firm Closing Date”** has the meaning ascribed thereto in the Addendum.
 - (xvi) **“First Tentative Closing Date”** has the meaning ascribed thereto in the Addendum.
 - (xvii) **“HCRA”** and **“Home Construction Regulatory Authority”** are used interchangeably and means the designated corporation pursuant to section 2 (1) of the NHCLA.
 - (xviii) **“HST”** has the meaning ascribed thereto in paragraph 6(d)(ii) hereof.
 - (xix) **“HST Rebate”** has the meaning ascribed thereto in paragraph 6(d)(ii) hereof.
 - (xx) **“Land”** means the lands upon which the house being purchased is to be constructed and is as set out on the first page of this Agreement opposite the words “Lot No.”.

- (xxi) **“Local Municipality”** means Town of Cobourg.
- (xxii) **“LTT Confirmation Number”** means the confirmation number that is obtained after completion by the Purchaser and the Purchaser’s solicitor of the PIPS 5 Form.
- (xxiii) **“LVTS”** means the Large Value Transfer System.
- (xxiv) **“Marketing Material”** has the meaning ascribed thereto in paragraph 24(b) hereof.
- (xxv) **“Municipality”** means the Local Municipality and/or the Regional Municipality. **“Municipal”** shall have a corresponding meaning.
- (xxvi) **“NHCLA”** means the *New Home Construction Licensing Act, 2017* (Ontario).
- (xxvii) **“NRST”** means the Non-Resident Speculation Tax as set out in Sections 2.1, 2.2 and 2.3 of the *Land Transfer Tax Act* (Ontario).
- (xxviii) **“ONHWPA”** means the *Ontario New Home Warranties Plan Act* (Ontario).
- (xxix) **“PDI”** has the meaning ascribed thereto in paragraph 14(b)(i) hereof.
- (xxx) **“PDI Form”** has the meaning ascribed thereto in paragraph 14(b)(i) hereof.
- (xxxi) **“PIPS 5 Form”** means the Prescribed Information for Purposes of Section 5.0.1 of the *Land Transfer Tax Act* (Ontario) form.
- (xxxii) **“Prime Rate”** has the meaning ascribed thereto in paragraph 3(e).
- (xxxiii) **“Purchase Agreement”** has the meaning ascribed thereto in paragraph 13 hereof.
- (xxxiv) **“Purchase Price”** means the price set out on page 1 of this Agreement opposite the words “Purchase Price”.
- (xxxv) **“Purchaser”** means the purchaser set out on page 1 of this Agreement opposite the words “Purchaser”.
- (xxxvi) **“Purchaser’s Improvements”** has the meaning ascribed thereto in paragraph 11(c) hereof.
- (xxxvii) **“Rebate Recipient”** has the meaning ascribed thereto in paragraph 6(d)(ii)(A) hereof.
- (xxxviii) **“Real Property”** means the Land and Dwelling.
- (xxxix) **“Regional Municipality”** means Northumberland County.
- (xl) **“Registration Agreement”** has the meaning ascribed thereto in paragraph 20(c) hereof.
- (xli) **“Rental Equipment”** means the hot water heater and all other related or ancillary equipment, meters or peripherals thereto.
- (xlii) **“Requirements”** has the meaning ascribed thereto in paragraph 19(d) hereof.
- (xliii) **“Restrictive Covenants”** means the restrictive covenants, conservation easements and restrictions and building restrictions referred to in paragraph 7(b)(viii) hereof and Schedule “E” hereof.
- (xliv) **“Service Providers”** means the applicable utility, servicing or leasing company for any one or more rental or leased systems or other equipment

that services the Real Property. “**Service Provider**” means any one of the aforesaid companies.

- (xlv) “**Service Provider Rebate**” means any one or more rebate, fee, credit, compensation or other form of payment from any one or more Service Providers.
- (xlvi) “**Sole Discretion**” and “**sole discretion**” has the meaning ascribed thereto in paragraph 1(c)(iv) hereof.
- (xlvii) “**Subdivision**” has the meaning ascribed thereto in paragraph 13 hereof.
- (xlviii) “**Subdivision Agreement**” has the meaning ascribed thereto in paragraph 7(a) hereof.
- (xlix) “**System**” has the meaning ascribed thereto in paragraph 20(b) hereof.
- (l) “**Tarion**” means the designated corporation pursuant to section 2 (1) of the ONHWPB.
- (li) “**Tarion Information Sheet**” has the meaning ascribed thereto on page 1 of this Agreement.
- (lii) “**Unavoidable Delay**” has the meaning ascribed thereto in the Addendum.
- (liii) “**Vendor**” means the vendor set out on page 1 of this Agreement opposite the words “Vendor”.

(b) **Addendum and Addendum Definitions**

- (i) The Purchaser hereby acknowledges having been advised that:
 - (A) effective on and after February 1, 2021, the Home Construction Regulatory Authority is the licensor and regulator responsible for licensing and regulating all new home and condominium builders and vendors in the Province of Ontario, including the Vendor, and Tarion is responsible for administering the statutory warranties pertaining to the Dwelling;
 - (B) the Addendum attached to and forming part of the Agreement is the October 7, 2020 form of Addendum as provided for in O. Reg. 629/20, the source document of such form having been supplied by Tarion on Tarion’s website; and
 - (C) from and after February 1, 2021, the Addendum may hereafter be issued, administered and/or regulated by the HCRA or Tarion or by both and all references to the Addendum set out in this Agreement shall be deemed and construed to be read in the appropriate context.

The Addendum forms part of this Agreement. The definitions in the Addendum apply only to the Addendum and are applicable thereto, unless they are specifically referenced and set out in Section 1 hereof, in which instance any such definitions will also apply to this Agreement. If any date for Closing is expressed in this Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in the Addendum), then such provision shall be deemed null and void and never to have had any effect or to have come into existence.

(c) **Interpretation/Construction**

- (i) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined.
- (ii) Where the words “**including**”, “**includes**” and similar expressions are used in this Agreement, it means “including (or includes) and without limitation”. Where the context permits the expression “**without limitation**” and similar expressions, those expressions mean “including without limitation and without

limiting the generality of anything contained herein". Where a list of items follows the term "**including**" or any similar expression, the list will only be illustrative and not exhaustive and the matters to be included will be given as broad a scope as possible and will not be limited to the items listed or to matters similar in nature or kind to those listed.

- (iii) Where the phrase "**and/or**" is used in this Agreement, it means any combination of the two options; one, the other (either), or both.
- (iv) Where the phrase "**sole discretion**" or "**Sole Discretion**" is used in this Agreement, it means the sole, absolute, unfettered and unreviewable discretion of the Vendor which may be arbitrarily exercised and without the requirement to provide any rationale or explanation for, of or with respect to the exercise of such discretion.
- (v) The word "**will**" shall be construed to have the same meaning and effect as the word "**shall**".
- (vi) The words "**herein**", "**hereof**" and "**hereunder**", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provisions hereof.
- (vii) Where this Agreement provides from time to time that the Purchaser has appointed the Vendor as the Purchaser's lawful attorney, the Purchaser hereby confirms and agrees that: (A) the power of attorney is coupled with an interest and shall not be revoked or terminated by any insolvency, bankruptcy or any subsequent incapacity or disability of the Purchaser; (B) such appointment and power of attorney shall be effective as of the date of execution of this Agreement by the Purchaser; (C) such appointment and power of attorney shall not merge upon the closing of the transaction contemplated by this Agreement and the registration of any transfer in connection therewith, but shall survive same for a period of ten (10) years; and (D) such appointment and power of attorney is granted in accordance with the provisions of the *Powers of Attorney Act* (Ontario).
- (viii) Any reference to any statute herein shall, unless otherwise specified, be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulation as amended, re-enacted, modified or supplemented from time to time. Any reference to a specific section or sections, paragraph or paragraphs or clause or clauses of any statute or regulation shall be deemed to include a reference to any corresponding provision of future law.
- (ix) No provision of this Agreement shall be construed against the Vendor by reason that the Vendor has or is deemed to have drafted the provision. The Purchaser acknowledges and agrees that the Purchaser has been given the opportunity to seek independent legal advice in connection with this Agreement and that the Purchaser has entered into this Agreement freely and voluntarily.

(d) **Currency**

Unless otherwise specified, all amounts are stated in Canadian Dollars.

(e) **Headings and Table of Contents**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

(f) **Time of Day**

Unless otherwise specified, reference to time of day or date means the local time or date in the City of Toronto, Province of Ontario.

2. **CONDITIONS**

(a) **Planning Act Condition**

This offer is conditional upon the Vendor obtaining, prior to Closing, compliance with the subdivision control provisions (Section 50) of the *Planning Act* (Ontario), which compliance shall be obtained by the Vendor at its sole expense.

(b) **Early Termination Conditions**

This Agreement may contain Early Termination Conditions as set out in paragraph 6 of the Addendum and where necessary on any appendix attached thereto. If the Early Termination Conditions are not satisfied or deemed satisfied (or waived or deemed to have been satisfied or waived, if applicable), as provided for in paragraph 6 of the Addendum, then this Agreement will terminate; monies shall be returned in accordance with the Addendum and the parties shall have no other obligations or liabilities pursuant to this Agreement, or otherwise at law or in equity.

(c) **Other Conditions**

The Purchaser is cautioned that there may be other conditions in this Agreement that allow the Vendor to terminate this Agreement due to the fault of the Purchaser.

3. **DEFAULT AND REMEDIES**

(a) **Default by the Purchaser**

The Purchaser shall be deemed to be in default under this Agreement in each and every one of the following events:

- (i) upon the non-payment of all or any portion of the Purchase Price, or any other sum due hereunder, on the date or times that same are required to be paid;
- (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;
- (iii) upon any lien, execution, encumbrance or registration arising from any action or default whatsoever of the Purchaser being registered against or affecting the Real Property; or
- (iv) if the approval of the Purchaser by any mortgagee is withdrawn for any reason, which is not a default of the Vendor pursuant to this Agreement.

(b) **Evidence of Default**

A certificate of an officer, employee or agent of the Vendor that default has been made and the date of default and that notice, if required, of such default has been mailed, e-mailed, faxed or delivered other electronic means to the Purchaser or the Purchaser's solicitor, shall be prima facie evidence of the facts therein stated. No failure or delay or forbearance by the Vendor, its officers or employees, in exercising, and no course of dealing with respect to, any right or power hereunder or under any related agreement shall operate as a waiver of any rights or powers of the Vendor hereunder, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The Vendor's conduct and performance of its obligations under this Agreement and correspondence with the Purchaser shall not constitute a waiver of any of the covenants or obligations of the Purchaser contained herein nor shall such conduct by the Vendor have the effect of precluding the Vendor from thereafter declaring the Purchaser's prior failure to satisfy the Purchaser's obligations under this Agreement an event of default or breach of contract by the Purchaser.

(c) **Vendor's Remedies**

In the event of a default by the Purchaser, then, in addition to any other rights or remedies which the Vendor may have, including, without limitation, the right to recover any damages suffered by reason of the Purchaser's default, the Vendor, at the Vendor's sole discretion, shall have the right to declare this Agreement null and void and in such event, all monies paid hereunder (including the deposits paid or agreed to be paid by the Purchaser pursuant to this Agreement as set forth on the first page hereof, or on any schedule hereto, which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable for Extras ordered by the Purchaser, whether or not installed in the House, shall be forfeited to the Vendor as liquidated damages and not as a penalty (all without prejudice to any other right or remedy of the Vendor, whether at law or in equity, including without limitation the right to recover any damages suffered by the Vendor by reason of the Purchaser's default). Without limiting the foregoing, in the event of a default by the Purchaser, the Purchaser shall indemnify and hold the Vendor harmless from and against all losses (including the loss of any sums outstanding pursuant to this Agreement), costs (including legal fees on a full indemnity scale), expenses, actions, suits, causes of action, proceedings, damages and liabilities, incurred and/or suffered as a result of the Purchaser's default. For greater certainty, in case suit shall be brought because of the breach or default of any part of this Agreement by the Purchaser, the Purchaser shall pay to the Vendor all expenses incurred therefor, including without limitation reasonable legal fees on a full indemnity scale.

(d) **Documents if Transaction Does Not Close**

If the within transaction is not completed for any reason other than a default of the Vendor and notwithstanding refund or forfeiture of the deposits, the Purchaser shall execute and deliver such documents affecting title to the Real Property or a release (provided same is not prohibited by the Addendum) with respect to this Agreement or any agreement or document in a form designated by the Vendor, and in the event the Purchaser fails or neglects to execute and deliver such documents, the Purchaser hereby authorizes the Vendor, as the Purchaser's true and lawful attorney to so execute the said documentation. Notwithstanding non-completion of this transaction due to Purchaser default, the Purchaser is liable for the full cost of Extras ordered, whether installed or not and if installed whether completed in whole or in part.

(e) **Rights of Vendor**

It is understood and agreed that the rights contained in this paragraph 3 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 AS AND WHEN REQUIRED PURSUANT TO THE TERMS OF THIS AGREEMENT, IN ADDITION TO ANY OTHER RIGHTS OF THE VENDOR, PURSUANT TO THIS AGREEMENT OR AT LAW, THE AMOUNT REQUIRED TO BE PAID SHALL BEAR INTEREST AT THAT INTEREST RATE WHICH IS EQUAL TO FIVE PERCENT (5%) ABOVE THE PRIME RATE, CALCULATED FROM THE DUE DATE TO THE DATE OF PAYMENT.** *The Purchaser specifically confirms having reviewed and understood the foregoing provision (and the interest rate as therein set out) and acknowledges and agrees that the interest rate is fair and reasonable and has been specifically called to the Purchaser's attention.* **"Prime Rate"** for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of three hundred and sixty-five (365) days) which Royal Bank of Canada 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. Where the Vendor incurs any costs or expenses pursuant to this Agreement as a result of a breach or default of the Purchaser pursuant to the terms of this Agreement or as a result of an indemnity given by the Purchaser in favour of the Vendor, the repayment by the Purchaser to the Vendor of such costs and expenses shall be increased by an

administrative fee of fifteen percent (15%) of the total of such costs and expenses, all of which are to be paid to the Vendor within five (5) days of written request therefore or, at the Vendor's sole discretion, may be adjusted for on the statement of adjustments.

(f) **Indemnity**

Without limiting the foregoing the rights of the Vendor set out in paragraph 3 or otherwise in this Agreement, the Purchaser shall indemnify and hold harmless the Vendor from and against all losses, costs (including legal fees on a full indemnity scale), expenses, actions, suits, causes of action, proceedings, damages and liabilities incurred and/or suffered as a result of the Purchaser's default.

(g) **Vendor's Lien**

The Purchaser agrees that the Vendor shall have a vendor's lien on the Closing Date for unpaid purchase monies or adjustments or any other claims provided for herein, together with interest thereon as provided for in this Agreement. The Purchaser covenants and agrees to forthwith pay all costs in relation to said vendor's lien including without limitation, the Vendor's solicitors' legal fees on a full indemnity scale and disbursements and the cost to register the said vendor's lien on title to 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 unpaid purchase monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor by certified cheque and upon payment of a release fee of Two Hundred Fifty Dollars (\$250.00) plus HST and applicable disbursements.

(h) **Rights of Purchaser**

Notwithstanding anything contained to the contrary in this Agreement, but subject always to the Addendum, all rights, remedies and recourses of the Purchaser in connection with this Agreement and the transaction resulting therefrom (and whether arising, based upon or founded in contract, tort, equity or otherwise) for any default of the Vendor hereunder, or other termination of this Agreement by the Vendor hereunder, are limited solely to the return of the deposits paid by the Purchaser pursuant to this Agreement and the Purchaser shall have no remedy or claim whatsoever against the Vendor or its agents, nominees, trustees, directors, officers, shareholders or any other person, firm, corporation, partnership, limited partnership or other entity related to or associated with the Vendor for economic loss, expectation damages or any other damages whatsoever whether arising, based upon or founded in contract, tort, equity or otherwise. This provision may be pleaded by the Vendor and by its agents, nominees, trustees, directors, officers, shareholders or any other person, firm, corporation, partnership, limited partnership or other entity related to or associated with the Vendor as a complete defence to any such claim.

4. **KEYS**

The Purchaser agrees that keys may be released to the Purchaser at the Vendor's head office or construction site upon completion of this transaction, at the Vendor's sole discretion. The Purchaser agrees that the Vendor's solicitor's advice that keys are available for release to the Purchaser shall constitute a valid tender of keys on the Purchaser.

5. **EXTRAS**

- (a) The Purchaser covenants and agrees to pay to the Vendor in full and in advance for all Extras unless otherwise agreed to in writing by the Vendor. If the Vendor has consented in writing for Extras to be paid in full or in part on Closing then the Vendor shall be permitted to adjust for same on the statement of adjustments. Provided further that if for any reason Extras are made payable by the Purchaser to the Vendor's solicitor then where there are no early termination conditions made pursuant to paragraph 1. (b) (i) of Schedule "A" of the Addendum or paragraph 1. (b) (ii) of Schedule "A" of the Addendum or if there are early termination conditions made pursuant to paragraph 1. (b) (i) of Schedule "A" of the Addendum or paragraph 1. (b) (ii) of Schedule "A" of the Addendum and same are all satisfied or waived then the Vendor's solicitor shall be unconditionally entitled to release and disburse the monies paid for the Extras to the

Vendor (or to whomsoever or in whatever manner the Vendor may direct), in whole or in part, without any notice to the Purchaser, before or after. Thereupon: (i) the Purchaser hereby releases the Vendor's solicitor from any obligation whatsoever to hold the payment of the Extras and interest, if any, in trust and shall not make any claim whatsoever against the Vendor's solicitor and the Purchaser hereby irrevocably authorizes and directs the Vendor's solicitor to deliver the monies paid for the Extras and accrued interest, if any, to the Vendor (and this shall constitute the Vendor's solicitors good and sufficient authority thereto); and (ii) the Purchaser hereby agrees to deliver substitute cheques to the Vendor (or to whomsoever or in whatever manner the Vendor may direct) if requested by the Vendor at the Vendor's sole discretion within five (5) days of written request and at no additional cost to the Vendor.

- (b) Notwithstanding anything contained to the contrary in this Agreement, in the event that this transaction does not close as a result of the default of the Purchaser, the Vendor shall retain any sums so paid for Extras and shall not be obligated to return same to the Purchaser and the Vendor shall furthermore be allowed to deduct from any deposit or deposits paid to the Vendor any amounts remaining unpaid for Extras.
- (c) Where any Extras so ordered or requested (as evidenced by an order upgrade selection form, amendment to agreement of purchase and sale or otherwise) are omitted, not available to the Vendor for any reason whatsoever, or cannot be installed in the sole discretion of the Vendor, on a timely basis, then the Vendor, without notice to the Purchaser, shall be permitted to refund to the Purchaser any monies actually paid for such Extras and the Purchaser shall thereafter have no recourse, action or claim whatsoever against the Vendor. The Purchaser covenants and agrees that the Vendor shall not be liable to the Purchaser for any liability, obligation or claim whatsoever arising from or relating, directly or indirectly, to the Vendor's exercise of its rights pursuant to the provisions of paragraph 5 and the Purchaser forever releases and discharges the Vendor from any such liability, obligation or claim.
- (d) If the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any Extras or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Purchaser agrees to complete the transaction on the Closing Date herein set out without holdback of any part of the Purchase Price on the Vendor's undertaking to complete any of the Vendor's outstanding work after the Closing Date.
- (e) The Purchaser further acknowledges and agrees that where the Purchaser desires to make or has made any selections that are Extras to the Dwelling, the Vendor may refuse, in the Vendor's sole discretion, to process, permit, install or complete same where the Purchaser fails to pay any sum due or owing for such extras, upgrades or changes, including any deposit required for same or is otherwise in default of any term of this Agreement and the Vendor shall have the right to proceed with construction of the Dwelling in accordance with the standard specifications in this Agreement; the Purchaser shall complete the purchase of the Real Property in accordance with this Agreement and the Purchaser shall have no recourse, action or claim whatsoever against the Vendor.
- (f) All selections and all Extras must be ordered through the Vendor and paid to the Vendor unless the Vendor has authorized in writing that such selections or such Extras may be made directly with an authorized supplier or a third party where the Vendor has given written permission to the third party to supply and/or install any such selections or Extras prior to the Closing Date. The Purchaser covenants and agrees that the Purchaser will not, in any circumstances, either personally or by their agent, servant or authorized representative, perform or have performed any work of any nature or kind whatsoever on the Real Property or interfere with the work being done by the Vendor and the Vendor's agents, servants, or authorized representatives on the Real Property or within the subdivision, prior to Closing. The Purchaser hereby acknowledges and agrees to having been advised that the Vendor's sales representatives and construction site employees do not have the authority to waive the requirements of this paragraph nor do the Vendor's sales representatives and construction site employees have the authority to authorize any work contrary to this paragraph and the Purchaser must at all times prior to Closing receive the written authorization or waiver from a duly authorized signing officer of the Vendor, at the Vendor's décor centre or head office.

6. ADJUSTMENTS, HST AND TRANSFER TAXES

(a) Usual Adjustments

Realty taxes (including local improvement charges, if any), water and assessment rates, hydro, water and gas rates, fuel, shall be apportioned and allowed to the Closing Date with the date itself to be apportioned to the Purchaser.

(b) Further Charges

The Purchaser shall pay the following amounts on the Closing Date:

- (i) the fee for the enrolment and registration of the Real Property under ONHWP;A;
- (ii) the HCRA Regulatory Oversight Fee;
- (iii) the Real Estate Transaction Levy Surcharge charged by the Law Society of Ontario at the time of giving the transfer of the Land to the Purchaser;
- (iv) an administration fee as set out in Schedule "DE" shall be charged to the Purchaser for any cheque delivered to the Vendor or the Vendor's solicitor and not accepted for payment by their bank for any reason;
- (v) a reimbursement for fees or charges imposed on the Vendor by Canada Post, if any, for the Real Property in order to obtain mail delivery or to obtain mailboxes or new addresses;
- (vi) Seventy-Five Dollars (\$75.00) plus HST, per occurrence, as a bank wire transfer fee to reimburse the Vendor's solicitors for its administration of processing bank wire transfers through the LVTS of any funds required to be paid through said system or any other electronic money transfer system acceptable to the Vendor at the Vendor's sole discretion in accordance with the terms of this Agreement;
- (vii) Seventy-Five Dollars (\$75.00) plus HST, per occurrence, as a direct deposit fee to reimburse the Vendor and the Vendor's solicitors for its administration for processing direct deposits, to the extent same are permitted in accordance with section 20(d) of this Agreement. All direct deposits shall be made in strict accordance with the Vendor's solicitors direct deposit form, which may be amended by the Vendor's solicitor from time to time;
- (viii) in the event that the Purchaser requests: (A) an extension of the Closing Date and the Vendor consents to such extension (which consent may be withheld in the Vendor's sole discretion), the Purchaser shall pay to the Vendor such fee plus HST as required by the Vendor, in consideration of granting such extension; (B) a change to the name or names or manner in which the Purchaser has previously requested to take title to the Real Property (which consent may be withheld in the Vendor's sole discretion); (C) that a deposit cheque in the possession of the Vendor be: (1) exchanged for a replacement cheque; or (2) deposited on a later date than the date indicated on the face of said cheque, and the Vendor consents to same (which consent may be withheld in the Vendor's sole discretion); or (D) a change to any other information provided to the Vendor or the Vendor's solicitor or to any other final closing documentation prepared by the Vendor's solicitor (whether or not delivered to the Purchaser or the Purchaser's solicitor), then the Purchaser shall pay to the Vendor the sum of Two Hundred Fifty Dollars (\$250.00) plus HST, per occurrence, as an administrative charge and shall pay the Vendor's Solicitor's legal fees in the sum of Three Hundred Dollars (\$300.00) plus HST, per occurrence, for each such requested change, but notwithstanding the foregoing there is no obligation whatsoever on the part of the Vendor, or the Vendor's solicitors, to approve of or implement any such changes so requested by the Purchaser or the Purchaser's solicitors. **Notwithstanding anything contained to the contrary in this Agreement, the Vendor will not accept any name or title changes by a direction re title.** The consent of the Vendor must be obtained to all such

name/title changes, which consent may be withheld in the Vendor's sole discretion. Where the Vendor so consents, an amendment or assignment as determined by the Vendor in the Vendor's sole discretion and in the Vendor's form must be executed by all appropriate parties. The Purchaser shall pay in full and in advance prior to the time of execution of the amendment or assignment the Vendor's standard fee for the preparation and administration of the amendment or assignment as well as the Vendor's solicitor's legal fee, HST and disbursement for the preparation and administration of the amendment or assignment. All such fees will be the standard fee's as established at the time of execution of the amendment or assignment and not at any standard fee that exists at the time of execution of this Agreement. If the Vendor has consented in writing for the aforesaid fees to be paid in full or in part on Closing then the Vendor shall be permitted to adjust for same on the statement of adjustments.

- (ix) the Purchaser shall also advise the Vendor of any changes in any of the Purchaser's or the Purchaser's solicitor's mailing address, telephone number or electronic mail (i.e. e-mail) address forthwith upon such change, failing which the Purchaser shall be charged an administration fee of Two Hundred Fifty Dollars (\$250.00) plus HST, per occurrence, and shall also pay the Vendor's Solicitor's legal fees in the sum of Five Hundred Dollars (\$500.00) plus HST, per occurrence; and
- (x) the Purchaser shall also pay on the Closing Date any other additional or further adjustments agreed to in writing between the Vendor and Purchaser concurrent with or subsequent to the execution of this Agreement.

(c) **Realty Tax Adjustment**

Realty taxes may be estimated by the Vendor as if the Real Property had been assessed (including any and all supplementary and/or omit assessments) by the relevant taxing authority and as if the Real Property had been fully completed at the beginning of the calendar year in which this transaction is Closed, and shall be adjusted as if such sum had been fully paid by the Vendor notwithstanding that it may not by the Closing Date have been levied, assessed or paid, subject however, to re-adjustment upon the actual amount of such taxes being ascertained. The Purchaser hereby covenants and agrees to deliver to the Vendor forthwith upon written request of the Vendor at any time or from time to time any realty tax bill or supplementary and/or omit assessments that has been issued to or received by the Purchaser from the relevant taxing authority and the Purchaser further covenants and agrees that the Purchaser will ensure that any agreement of purchase and sale to any subsequent purchaser shall also provide for same, ad infinitum. Notwithstanding the foregoing, the Vendor shall not be obliged to make any readjustment for taxes in the event that: (i) the written request by the Purchaser for such readjustment has not been received by the Vendor within forty-five (45) days from the date of issuance of the assessment from the relevant taxing authority; or (b) such readjustment is equal to or less than One Hundred Fifty Dollars (\$150.00).

(d) **Assumption of Hydro / Other Services / Rental Equipment**

- (xi) The Purchaser shall assume sole responsibility for all charges for hydro and other services and utilities (including, without limitation, gas, water, cable TV and other telecommunications) immediately upon closing to the absolute exoneration of the Vendor. Notwithstanding the Vendor may, at the Vendor's sole discretion, initiate or take steps to assist the Purchaser and the supplier of such services and utilities in arranging for such applicable account to be setup, the Vendor is not obliged to provide such assistance to the Purchaser. Accordingly, any such assistance provided by the Vendor is strictly provided as a courtesy on a no liability basis. It is at all times the Purchaser's sole responsibility to arrange for, setup and make payment all in a satisfactory, accurate and timely manner for all charges and accounts prior to the Closing Date and to provide any such security, information and documentation as may be required by the supplier.

- (xii) The Purchaser covenants and agrees as follows:

- (A) the Rental Equipment is not included in the Purchase Price and the Rental Equipment, if any, are chattel property supplied by one or more applicable Service Provider (as determined by the Vendor in the Vendor's sole discretion) on a rental basis or lease basis, as determined by such company and accordingly, the Rental Equipment will remain the property of one or more applicable Service Provider;
- (B) the Purchaser shall pay the monthly rental fees, monthly lease fees and monthly charges assessed with respect to the Rental Equipment from and after the Closing Date, plus any other delivery and administrative charges and fees that are also assessed with respect thereto from and after the Closing Date;
- (C) the Purchaser shall execute and deliver one or more void cheques as well as all rental documentation, lease documentation and pre-authorized payment forms (all on the standard form of one or more applicable Service Provider and without amendment) in connection with the Rental Equipment and the Purchaser shall also pay all deposits and security required by any one or more applicable Service Provider;
- (D) **that a consumer report containing credit and/or personal information may be applied for, obtained or referred to by one or more applicable Service Provider in connection with the Rental Equipment and the rental/lease contract to be entered into therefor by the Purchaser and the Purchaser consents to same;**
- (E) that all such charges, fees, deposits and security with respect to the Rental Equipment will be at the rates that are established by the one or more of the Service Providers at the Closing Date (and which rates may change thereafter from time to time) and not at any rates that exist at the time of execution of this Agreement and such rates will be provided either at or prior to the Closing Date or with the first bill issued after the Closing Date;
- (F) the Purchaser has been advised that the Vendor may receive a Service Provider Rebate from any one or more of the applicable Service Providers which Service Provider Rebate is and shall be the sole and absolute property of the Vendor and the Purchaser acknowledges and agrees that the payment of the Service Provider Rebate to the Vendor may result in an increase in the Purchaser's monthly fees or charges for the particular service provided by the Service Provider in connection with the Rental System. The Purchaser agrees to execute any form of acknowledgement, direction, consent or assignment required by the Vendor in order to evidence the Vendor's entitlement to any such Service Provider Rebate. The Vendor shall also be permitted to receive a credit on the statement of adjustments for any Service Provider Rebate issued or paid at the Vendor's sole discretion and the Vendor may also estimate the amount of the Service Provider Rebate. The Purchaser hereby acknowledges, confirms and agrees that the Vendor has made full and complete disclosure of all matters related to the aforesaid rental/leasing contract including but not limited to the terms of payment and this paragraph may be pleaded as an estoppel and bar in any action, suit, application, claim or proceeding, brought by or on behalf of the Purchaser or any other party asserting such rights, claims or causes of action against the Vendor or other parties. The Purchaser hereby covenants and agrees that the Vendor shall not at any time be required to buy-out or otherwise purchase on behalf of the Purchaser the Rental System and the Purchaser shall accept same without reduction, abatement or setoff in the Purchase Price;
- (G) the Purchaser hereby appoints the Vendor as the Purchaser's lawful attorney for the purposes of entering into the one or more applicable Service Provider standard documents and forms, if so required by the Vendor at the Vendor's sole discretion. The Purchaser acknowledges and agrees that the model and type of any Rental Equipment shall be

determined by the Vendor at the Vendor's sole discretion at any time prior to Closing (i.e. the water heater may be a tank model or tankless model). The Purchaser acknowledges, agrees and irrevocably consents to the registration by one or more applicable Service Provider of: (A) a notice of security interest, a notice of lease, a notice of agreement or any other requisite registrations on title to the Real Property; and/or (B) the registration of a financing statement against the name of the Purchaser pursuant to the *Personal Property Security Act* (Ontario), in connection with any Rental Equipment and the Purchaser acknowledges and agrees that the same may be registered in priority to any of the Purchaser's closing registrations (and the Purchaser shall execute any postponement and subordination documentation required by the Vendor to give effect to the foregoing). To the extent permissible at law or otherwise, the Purchaser hereby waives notice of any such registrations;

- (H) the Vendor shall be entitled to all rebates issued or paid for the Rental Equipment items, for any chattels purchased from the Vendor and for any fixtures installed by the Vendor by any governmental authority and the Purchaser agrees to execute any form of acknowledgements, direction, consent or assignment required by the Vendor in order to evidence the Vendor's entitlement to such rebate. The Vendor may also be credited on the statement of adjustments for any such rebates and such rebate may be estimated by the Vendor; and
- (I) the Purchaser acknowledges and agrees that a certificate from an officer, employee or agent of the Vendor confirming the Vendor's costs and reimbursements as set out in this paragraph 6(d) shall constitute sufficient evidence for the purpose of calculating these adjustment items and shall be binding on the Purchaser.

(e) **HST**

- (i) The Purchaser agrees to personally occupy the Dwelling as the Purchaser's principal residence forthwith after Closing, and to allow the Vendor's inspectors or agents or representatives of Canada Revenue Agency access to the Dwelling at all reasonable hours until the Vendor has received the full amount of any HST Rebate. In the event that the Purchaser does not personally occupy the Dwelling as the Purchaser's primary place of residence and deliver on closing the necessary documents, evidence and affidavits required by the Vendor with respect to HST, then the Purchaser shall pay to the Vendor an amount on the Closing Date equal to such HST Rebate that would have been available to the Vendor had the Purchaser occupied the Dwelling as the Purchaser's primary place of residence and otherwise complied with the provisions of the ETA with respect to the qualification for the HST Rebate.
- (ii) With respect to the payment of federal goods and services tax and the Province of Ontario's portion of any harmonized single sales tax (which combined federal and provincial harmonized single sales tax is called "HST") and the rebate of HST (that is both the federal and provincial rebates) for new houses and whether in existence now or in the future (which aforesaid federal and provincial rebates are collectively called the "**HST Rebate**"), under the *Excise Tax Act* (Canada) (the "ETA"), the parties agree as follows:
 - (A) The Vendor agrees that the Purchase Price is inclusive of HST (based on a 13% HST rate and net of the HST Rebate) and that following Closing, the Vendor will pay and remit the HST (net of the HST Rebate), in accordance with the provisions of the ETA, subject to the Purchaser assigning to the Vendor (or as the Vendor may otherwise direct, it being understood that the Vendor may be a trustee or nominee acting on behalf of any other company (or companies) or partnership (or partnerships) that are to receive the HST Rebate (the "**Rebate Recipient**")) the HST Rebate, as hereinafter set out. The Purchaser hereby assigns to the Vendor or the Rebate Recipient, as applicable, all of the Purchaser's right, title and interest in and to the HST Rebate

including the Purchaser's entitlement thereto, all in respect of the Real Property.

(B) The Purchaser agrees to comply with the ETA and with all other laws, regulations, rules and requirements relating to HST and HST Rebate and to do such acts and to complete and deliver to the Vendor before, on, or after Closing, as the Vendor may require or direct, such documents, certificates, declarations, instruments, applications and powers of attorney to enable the Vendor or the Rebate Recipient to obtain payment of the full amount of HST Rebate and in such form and content as the Vendor may require or direct, including, without limitation:

- (1) a prescribed new housing rebate application containing prescribed information executed by the Purchaser;
- (2) a power of attorney; and
- (3) assignment of HST Rebate to the Vendor or the Rebate Recipient.

In this regard, the Purchaser hereby irrevocably authorizes the Vendor to execute any application for the HST Rebate, to complete and amend any incomplete, incorrect or missing information in any application for HST Rebate and make amendments with respect thereto. The Purchaser hereby constitutes and appoints the Vendor to be and act as the Purchaser's lawful attorney, in the Purchaser's name, place and stead, for the purpose of executing any application for HST Rebate and completing and amending any incomplete, incorrect or missing information or making amendments to the application for HST Rebate, as aforesaid. The Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser and that such appointment and power of attorney shall be irrevocable and be effective as of the date of execution of this Agreement by the Purchaser and shall not merge upon the closing of the transaction contemplated by this Agreement and the registration of any transfer in connection therewith, but shall survive same for a period of ten (10) years.

(C) The Purchaser agrees to provide the Vendor with all information, identification, address verification and documentation required by the Vendor in connection with the registered and beneficial ownership of the Real Property and in connection with the occupancy of the Real Property or information, identification, address verification and documentation with respect to any other person in connection therewith. Such information, identification and address verification shall be by way of sworn statutory declaration in form and content required by the Vendor and to be delivered to the Vendor on or before Closing.

(D) In the event that the Purchaser is not eligible for the HST Rebate or any part thereof, (whether determined before, on or after the Closing and notwithstanding that the price of the Real Property would qualify for a rebate) pursuant to the provisions of the ETA, then the Purchaser shall forthwith upon demand pay a sum equal to the HST Rebate that would have otherwise been applicable to the Real Property, to the Vendor and the Purchaser shall not be entitled to any credit for or with respect to the HST Rebate. The Purchaser hereby agrees that the amount of the HST Rebate (plus HST) to be paid by the Purchaser to the Vendor (or as the Vendor may direct) in accordance herewith shall be a charge against the Real Property in favour of the Vendor, together with any interest, and secured by a lien (including a vendor's lien), charge or caution as the Vendor deems appropriate on and against the Real Property.

(E) The Purchaser represents and warrants that the Purchaser qualifies for the HST Rebate and confirms and agrees that the Vendor is relying upon such representation and warranty to the Vendor's detriment. The Purchaser covenants and agrees that such representation and warranty shall be true and correct at Closing and shall not merge on Closing but shall continue thereafter. If the foregoing representation and warranty is not true and correct in all respects, then (in addition to the foregoing provisions of this paragraph 6(d)), the Purchaser hereby indemnifies and saves harmless the Vendor and the Rebate Recipient from and against all costs, expenses, actions, suits, causes of action, proceedings, damages and liabilities, which the Vendor or Rebate Recipient may sustain or incur, including without limiting the generality) of the foregoing, any penalty, fine, interest, other charge, payment or expense whatsoever, which the Vendor and the Rebate Recipient may sustain, suffer or incur.

(F) Notwithstanding anything contained to the contrary in this Agreement, the Vendor may, in the Vendor's sole discretion, require that the Purchaser apply directly for the HST Rebate after the Closing Date and in such event, the Purchaser shall pay to the Vendor in accordance with the terms of this Agreement, the amount of the HST Rebate (plus HST) in addition to the Purchase Price and the HST Rebate shall not be assigned by the Purchaser to the Vendor on Closing and shall not be credited by the Vendor to the Purchaser on the statement of adjustments.

(iii) Notwithstanding any other provisions contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any adjustments payable by the Purchaser pursuant to this Agreement and for any Extras which are not specifically set forth in this Agreement and the Purchaser covenants and agrees to pay such HST to the Vendor as so directed by the Vendor.

(f) **Transfer and other Taxes**

(i) The Purchaser agrees to pay the cost of registration of the Purchaser's own documents and any tax in connection therewith. Notwithstanding the generality of the foregoing, the Purchaser agrees to pay the land transfer taxes in connection with the registration of the Purchaser's transfer, and undertakes to register the transfer on Closing and other than as provided herein, the Purchaser shall pay and be responsible to the complete exoneration of the Vendor for all other taxes imposed (including any NRST, if applicable, or any increase in the federal component of the HST beyond 5% or any increase in the provincial component of the HST beyond 8% or any increase in any combined rate of 13%) on the Real Property or the purchase of the Real Property, by the federal, provincial or municipal government, or otherwise by statute, regulation or by-law whether or not the legislation imposing such tax places the responsibility for payment thereof onto the Vendor and the Vendor shall be allowed to charge the Purchaser as an adjustment 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. The Purchaser shall not be entitled to any abatement of or reduction in the Purchase Price with respect to any reduction in the HST.

(ii) Notwithstanding anything contained in this Agreement and/or in the Registration Agreement to the contrary, it is understood and agreed by the parties hereto that the Purchaser and the Purchaser's solicitor shall be obliged to complete the PIPS 5 Form and to provide the Vendor's solicitor with the LTT Confirmation Number and NRST information, together with any receipt of payment number in respect to any NRST so exigible and payable by the Purchaser in connection with this purchase and sale transaction (if applicable) by no later than five (5) days prior to the Closing Date, in order to enable or facilitate the completion of the electronic transfer by the Vendor's solicitor and to correspondingly enable the Vendor's solicitor to sign the electronic transfer for completeness. Notwithstanding the foregoing, the Vendor is under no

obligation whatsoever to complete the Land Transfer Tax affidavit and the Purchaser agrees that it is the Purchaser's and the Purchaser's solicitor's sole obligation and responsibility to complete the Land Transfer Tax affidavit, including without limitation the PIPS 5 Form and NRST information (if applicable).

7. **TITLE**

(a) **Title**

Provided that title is good and free from all encumbrances, or is an insurable title, except as herein stated and except for: (i) any subdivision, site plan, development, engineering or similar agreement (collectively the "**Subdivision Agreement**"); (ii) any easements or rights-of-way or licenses which may be required for the maintenance of mutual driveways or for adjoining dwellings; (iii) any registered restrictions or covenants that run with the Land, whether registered now or on Closing; and (iv) minor encroachments of eaves, roof overhang, pipes, meters and footings. The Purchaser is not to call for the production of any title deed, survey, abstract or other evidence of title. The Purchaser is to be allowed until fifteen (15) days before the Closing Date to examine the title at the Purchaser's own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove or title insure in favour of the Purchaser and the Purchaser's mortgagee (at the sole expense of the Purchaser) and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and the deposits shall be returned to the Purchaser by the Vendor without interest and otherwise subject to the terms of this Agreement, and the Vendor shall not be liable to the Purchaser for any costs or damages, or have any other liability to the Purchaser whatsoever. Notwithstanding anything herein contained and notwithstanding the provisions of the *Land Titles Act* (Ontario), where any mortgages, charges, debentures or trust deeds (and any related assignment of rents, transfers of charge, postponements or other instruments related thereto) are registered on title and where discharges, cessations, partial discharges or partial cessations thereof are tendered for registration in the appropriate Land Registry Office, such mortgages, charges, debentures or trust deeds (and any related assignment of rents, transfers of charge, postponements or other instruments related thereto) shall be deemed to be discharged for all purposes once the discharges, cessations, partial discharges or partial cessations have been accepted for registration, notwithstanding that the Parcel Register for the Real Property has not been signed and certified to reflect such registration and notwithstanding any statutory terms to the contrary as contained in the *Land Titles Act* (Ontario). The Purchaser covenants and agrees to accept title subject to any existing open or unresolved notices, permits, active files, orders, deficiency lists, or other requirements whatsoever issued with respect to the Real Property by any governmental authority, the Municipality or any board of fire underwriters or any other relevant body or agency having jurisdiction and the same shall be deemed to not affect the marketability of the Real Property or title thereto. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Purchaser further acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned. The cost of any such title insurance policy shall be at the sole cost and expense of the Purchaser.

(b) **Permitted Encumbrances**

Notwithstanding anything herein contained, the Purchaser covenants and agrees to accept title to the Real Property subject to and to be bound by and comply with the following:

- (iii) any subdivision agreement, development agreement, municipal agreement pursuant to section 37 or section 37.1 of the *Planning Act* (Ontario), servicing agreement, site plan agreement, financial agreement, encroachment agreement or similar type of interest or right to maintain or permit the existence of an encroachment, security agreement, collateral agreement, engineering agreement, noise agreement, transportation management agreement, railway or Metrolinx agreement (including any noise/environmental easement) and any other agreement or other instrument containing provisions relating to the use, development, installation of services and utilities or the erection of a dwelling or other improvements in or on the Real Property and which may now or hereafter be registered on title to the Real Property (including all amendments to the foregoing agreements) (and whether relating to the current project of which the Real Property forms part of or any previous project or development), including the acceptance of those notice and warning clauses set out in Schedule "D" hereto (which the Purchaser acknowledges having been advised of) and any other warning clauses required by the Municipality or any other governmental authority. The Purchaser shall not make or pursue any claim whatsoever against the Vendor, or against any other party, for compensation or an abatement in the Purchase Price, or for damages or otherwise, nor initiate or pursue any claims, action or proceeding against the Vendor or against any other party as a result of an act, cause, damage, loss, matter or thing whatsoever arising out of or relating to any notices and warning clauses required by the Municipality or other governmental authority or agency or as otherwise included in Schedule "D" hereto;
- (iv) all covenants, easements, licences, interests and rights which may now or hereafter be required by any one or more of the Municipality or any authority, commission or corporation or by the Vendor or Developer, for the installation and maintenance of public and private utilities and other services, including without limitation, telephone lines, hydro-electric lines, gas mains, water mains, sewers and drainage, cable TV, satellite, telecommunications, internet and other services or by any railway company or Metrolinx for the provision of a noise/environmental easement, or for the maintenance, repair or replacement of any adjoining dwelling, if applicable. The Purchaser covenants and agrees:
 - (A) to consent to the granting of such easements, licenses and rights; and
 - (B) to execute all documents and do all other things requisite for this purpose.

After any transfer by the Vendor to the Purchaser, if it shall be necessary or expedient, in the opinion of the Vendor, the Purchaser shall execute all documents, without payment by the Vendor, which may be required to convey or confirm such easements, licenses and rights and shall obtain all mortgagee postponements and shall extract a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser;

- (v) all easements and rights of way and rights of passage, ingress or egress (including all committee of adjustment decisions and certificates for all of the foregoing) and any similar type of licence or agreement, which may be registered, required or granted to any adjoining, adjacent or other land owner;
- (vi) any temporary easements and rights of way and rights of passage and any similar type of licence or agreement in favour of the Vendor or related entities for construction, operation and/or sales relating to the development of lands adjacent or in nearby proximity to the Real Property;
- (vii) any agreements or licences or similar type of interest or rights contained in any instrument relating to party walls, maintenance rights-of-way and the establishment of same;
- (viii) any by-laws, regulations, covenants, restrictions, rights, licenses, rights-of-way and agreements which may now or hereafter be registered against title to the Land;

- (ix) the right of the Vendor, Municipality or service provider and its or their servants, agents and employees, to enter onto the Land and to inspect and install services and utilities and to maintain, repair and replace same;
- (x) any restrictive covenants, conservation easements and restrictions, building restrictions and warning clauses (whether set out herein or in any schedule hereto), affecting the Real Property whether registered now or at any time prior to Closing and the Purchaser agrees to comply with same and to execute and deliver on closing any form of agreement to evidence such compliance and such restrictive covenants and building restrictions may be contained in the transfer to the Purchaser;
- (xi) any conditional sales agreements, notices of security interests or other agreements relating to any rental or leased equipment on or in the Land;
- (xii) unregistered or inchoate liens or unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired) without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Real Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Closing Date, if applicable), as soon as reasonably possible after the completion of this transaction;
- (xiii) any mortgage or mortgages, charge or charges, debenture or debentures, or any trust deeds as provided for in this Agreement;
- (xiv) any reference plans, boundaries act plans, plans, subdivision plans, declaration under the *Registry Act* (Ontario), declaration or affidavit of possession or Land Registrar's Orders registered on title;
- (xv) any connection agreements, licence agreements, easement agreements, reciprocal easement and shared facilities operating agreements or any other agreements, arrangements or relationships with a transit authority or transit provider;
- (xvi) any certificates, notices or other title registrations of the Ministry of the Environment, Conservation and Parks or other authority relating to the environmental status of the Real Property, including without limitation, any certificates of requirement or certificates of property use registered on title pursuant to applicable environmental legislation; and
- (xvii) any right of entry or re-entry as provided for in this Agreement.

The Vendor shall not be required to provide and the Purchaser shall not requisition, any letters of compliance, releases or discharges with respect to any of the matters referred to in paragraph 7 hereof, the Purchaser hereby acknowledging and agreeing that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser acknowledges that on Closing the Real Property may remain encumbered by one or more mortgages, charges, liens, debentures or trust deeds (and any related assignment of rents, transfer of charges, notices, postponements or other instruments related thereto) (the "encumbrances") which the Purchaser is not to assume. The Purchaser agrees, notwithstanding the registration of such encumbrances on title as at the time of closing, to close the transaction and to accept only the Vendor's and the Vendor's solicitors' undertaking to register good and valid discharges or releases of or from said encumbrances within a reasonable time after Closing as determined by the Vendor. The Purchaser shall not require or requisition the discharge, amendment or release of any Financing Statements registered against the Vendor pursuant to the *Personal Property Security Act* (Ontario). The Vendor's solicitors shall also deliver on Closing the appropriate direction regarding payment of funds with respect to such encumbrances. The Purchaser agrees to accept title to the Real Property and access thereto, notwithstanding that legal access may be restricted by a 0.3 metre reserve owned by the Municipality and not yet dedicated as a public highway. The provisions of this paragraph shall not merge on the Closing.

(c) **Covenants of Purchaser Relating to Restrictive Covenants**

- (i) The Purchaser hereby covenants and agrees that the Purchaser shall comply with and shall cause its tenants, if any, to comply with the Restrictive Covenants and the terms thereof.
- (ii) The Purchaser hereby covenants and agrees that the Purchaser shall comply with and shall cause its tenants, if any, to comply with all Municipal by-laws, which may be applicable to the Dwelling and the renting and occupancy thereof, including without limitation, any applicable refuse collection by-law; maintenance and occupancy by-law; parking by-law; littering by-Law and noise by-law. The Purchaser agrees to ensure that all of the said by-laws, as applicable, are fully complied with by the Purchaser, its successors, successors in title and assigns, and its and their tenants.
- (iii) The Purchaser acknowledges, confirms and agrees that a contravention of the contents of this paragraph 7(c) would irreparably harm the Vendor's business and its community. Therefore, the Purchaser hereby indemnifies and saves harmless the Vendor from and against all manner of action and actions, cause and causes of action, suits, proceedings, damages, costs, expenses, liabilities, claims and demands whatsoever, in law and in equity, that may be sustained or incurred directly or indirectly, by the Vendor in respect of, in connection with or arising from or out of a breach of this agreement by the Purchaser, its successors and assigns.

8. **GRADING AND FENCING**

(a) **Purchaser Covenant**

The Purchaser covenants that he will not remove any topsoil or subsoil or do anything which may alter the grading or change or obstruct the drainage of the Real Property or surrounding lands and shall not construct any fences, pools, patios, sheds or similar structures prior to final Municipal grading approval, without the Vendor's consent and upon default, the Developer, the Municipality or the Vendor or their respective servants, agents, successors and assigns may enter upon the Real Property and correct such grading or remove such obstruction at the Purchaser's sole expense. Any expense incurred by the Developer, the Municipality or the Vendor in this regard shall be payable by the Purchaser forthwith upon demand. Some settlement of the Land is to be expected and the Purchaser shall repair minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided as a result of the remedying of such defects.

(b) **Fences**

The Purchaser will not, prior to lot grading completion and Municipal approval therefor, install any fence, deck, storage shed or other structure on the Land. The Purchaser will not install any boundary fence except in accordance with Municipal requirements, and if the Purchaser installs a fence that runs along the boundary of any lands then owned by the Developer or Vendor, the Developer and Vendor will have no obligation to pay any portion of the fence cost. The Purchaser will maintain any fence along or adjacent to the lot boundary and will not remove, place a gate in or otherwise alter such fence. In the event the Land borders land not owned by the Vendor and where any form of fence has been erected (and whether on the boundary line or slightly encroaching into the Land), the Purchaser agrees to accept same, without any form of compensation from the Vendor or abatement of the Purchase Price and if required, the Purchaser agrees to maintain said fence. The Purchaser hereby acknowledges, covenants and agrees the Purchaser shall take no steps or actions to recover from the Vendor any direct or indirect cost or expense of the Purchaser for any fences that the Purchaser may desire to install or that may be installed by the Purchaser along or adjacent to the lot boundary, notwithstanding the provisions of any applicable legislation, regulation or by-law and the Purchaser hereby indemnifies the Vendor for all costs, expenses and damages incurred by the Vendor with respect to same.

(c) **Retaining Walls / Drainage Easements / Slopes / Entry Features**

The Purchaser is hereby advised that the proposed lot grading may require the use of retaining walls, fences, acoustical berms and/or barriers, easements for drainage purposes, culverts, drains, catch basins and/or lot sloping, all of which shall be maintained in good condition and repaired and replaced solely at the cost and obligation of Purchaser. With respect to retaining walls, acoustical berms and/or barriers and fences, maintenance shall be done with the same materials and to the same standards and have the same colour and appearance as the original retaining wall, acoustical berm and/or barrier and/or fence. The Purchaser will not alter or remove the original material or colour of any acoustical barrier or alter the original grades within two (2) metres of any acoustical barrier unless authorized in writing by the Municipality. The Purchaser agrees to allow the erection and maintenance on the Land of entry features or other structures (which may include hydro transformers and/or telecommunication, telephone or cable TV pedestals) and hereby consents to allow the erection thereof after closing and the Purchaser shall be obligated to maintain any such entry features and/or other structures unless the Municipality otherwise accepts that responsibility. The Purchaser is hereby given notice that the Land may require some or all of the aforementioned.

9. **TEMPORARY EASEMENT**

The Purchaser shall grant a temporary right-of-way over the rear and/or front ten (10) feet of the Land over the full width to all purchasers in the subdivision, their agents and workmen through, along and over the said Land for the purpose of reaching their own land or transporting materials, machinery or equipment thereto until such time as roads and streets are useable and the Purchaser agrees to keep such right-of-way clear of surface earth or material. The Purchaser further covenants and agrees that the Purchaser will ensure that any agreement of purchase and sale to any subsequent purchaser shall also provide for same, ad infinitum. This right of way shall automatically expire on the assumption of the subdivision by the Municipality.

10. **RIGHT OF ENTRY AND RE-ENTRY**

- (a) The Purchaser agrees that prior to the Closing Date the Purchaser (which for the purposes of this subparagraph includes the Purchaser, any member of the Purchaser's immediate family or other relatives or friends and any of the Purchaser's or their servants, agents, workmen or employees) will not in any circumstances enter onto or into the Real Property or any other part of the Subdivision of which the Real Property forms part thereof without the express written consent of the Vendor and accompanied by a representative of the Vendor and that any other entry by the Purchaser shall be deemed to be a trespass and a default pursuant to this Agreement for which the Vendor shall have its rights and remedies as set out in this Agreement. In addition, the Purchaser agrees that the Purchaser will not under any circumstances, either personally or by any agent, servant or other representative perform, have performed or cause to be performed any work of any nature or kind whatsoever on the Real Property prior to the transfer of the Real Property to the Purchaser and in the event of a breach of this covenant, the Vendor shall be entitled to take whatever steps are necessary to remove, correct or remedy any such work and the costs and expenses thereof plus a fifteen percent (15%) administration fee shall be paid forthwith upon demand to the Vendor.
- (b) The transfer herein may contain a provision that the transfer/conveyance is subject to the rights of the Vendor, the Municipality, such other governmental authority and/or other service provider, their successors and assigns, in the nature of a license or easement for themselves and parties authorized by any of them to enter upon any part of the Real Property at any time prior to the complete acceptance and assumption of the subdivision by the Municipality for the purpose of doing any work as may be required by the Vendor or in order to satisfy the requirements of the Subdivision Agreement or of any other agreement with the service providers entered into or to be entered into by the Developer or Vendor, including without limiting the generality of the foregoing, the right to: complete or adjust the grading and/or drainage of any of the Land and effect any corrective measures required; and/or relocate or remove any improvements made or installed by the Purchaser to the House or the Land which do not conform or comply with any Municipal by-laws, Subdivision Agreement or which were installed by the Purchaser without appropriate Municipal or other lawful authority approval, all without such re-entry, relocation or removal being deemed a trespass and the Vendor shall not

be liable to the Purchaser in connection with any such re-entry, removal or relocation. The Purchaser agrees to indemnify and save harmless the Vendor from and against any costs, charges and expenses whatsoever which the Vendor may sustain or incur as a result of any breach by the Purchaser of the terms of this Agreement. Title to the Land shall be subject to such a reservation or a similar reservation. The Purchaser covenants that in any transfer or disposition to any subsequent party, it shall reserve unto and assign the benefit of a similar right to re-entry to the Vendor, the Municipality and other service providers, and parties authorized by any of them. The aforesaid covenant may be included in the Transfer/Deed to the Purchaser and shall run with the land conveyed to the Purchaser.

- (c) The Vendor, its successors and assigns, or any person authorized by it, including without limitation the Vendor's predecessors in title, their successors, servants, agents or assigns, shall be allowed to enter upon the Real Property at any time or times, on notice to the Purchaser (except in the case of an urgency, emergency or perceived emergency, in which event the Vendor need not give any form of notice) and notwithstanding that the Real Property has been transferred to the Purchaser for the purpose of or in order to make inspections or to do any work, repairs or rectification therein or thereon which may be deemed necessary by the Vendor in connection with the completion, rectification, or servicing of any installations in or component of the Real Property or any other dwelling unit or for the purpose of effecting compliance in any manner with any subdivision, development, servicing or utility or other form of Municipal agreement. The transfer to the Purchaser may reserve such a right. The provisions of this subparagraph shall not merge on the closing of this transaction or the registration of a transfer but shall survive same for a period of ten (10) years thereafter.

11. **MAINTENANCE OF SOD, DRIVEWAYS AND DAMAGE**

(a) **Maintenance of Sod**

The Purchaser shall be solely responsible for watering and general maintenance of the sod from the Closing Date or from the date that the sod is laid, whichever shall be the later, and the Vendor shall have no obligation or liability in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser.

(b) **Driveways**

The Purchaser shall be solely responsible for any settlement of the driveway after the date of closing. The Purchaser acknowledges that the Purchaser has been advised by the Vendor that settlement is likely to occur after Closing. The Purchaser agrees that it will at no time modify, extend, enlarge or change the driveway or its dimensions or location. If the Purchase Price specifically includes the paving (which for the purpose of this subparagraph includes without limitation, asphalt, interlocking concrete or paving stones, as determined by the Vendor in the Vendor's sole discretion) of the driveway, the Vendor shall only have an obligation to pave such driveway to the access point of the lot and on the portion of the lot owned by Purchaser, only once and such paving, it is agreed, may occur on or prior to closing or if after closing within two hundred and seventy (270) days of "seasonable weather" (the period from May 1 to November 15 of any given year) from the closing date, as defined by Tarion. The Purchaser specifically agrees that in the event that Vendor does not have any obligation to pave the driveway, that the Purchaser will pave the driveway and will not take any other steps or actions to damage, alter, move or interfere with any water box(es) located thereon. Purchaser shall be liable for all damage, loss and expense caused to the water box(es). The Purchaser agrees to consult with and obtain the approval of the Vendor, Developer, or Municipal Water Department prior to commencing any work in, on or around the water box(es). On certain lots, service trenches cross the driveway and settlement may occur. Purchasers are also advised that prior to paving, they should ensure that there is no further settlement taking place.

(c) **Damages to Improvements**

From and after the Closing Date or any date that Purchaser occupies the Real Property, the Vendor shall not be responsible for the following: any damage to any improvements or fixtures, made or installed by the Purchaser to the Real Property or any furnishings

or personal property placed, kept or stored by the Purchaser in or on the Real Property (all of which improvements, fixtures, furnishings and personal property are herein collectively in this paragraph 11(c) called the **"Purchaser's Improvements"**), resulting from any act or omission to act of the Vendor or anyone under its direction or control, in completing outstanding matters of or deficiencies in construction; any damage or delays and attendant costs caused to or by the Purchaser or any person with whom the Purchaser has had direct dealings for the upgrading and/or installation of materials or equipment; any damage caused by the use of any part of the Real Property by the Purchaser or the Purchaser's family, guests and pets; any damage to the Purchaser's Improvements and Real Property caused by natural ground settlement, or drying out or natural aging of materials; and any damage to the Purchaser's Improvements or the Real Property caused by the leakage of water or rupture, back-ups, leakage or other malfunction of the plumbing or sanitary sewer or drainage systems. The Purchaser hereby releases the Vendor from any damage, as aforesaid.

12. **REZONING**

The Purchaser acknowledges receipt of notice from the Vendor that the Developer or Vendor or their related/associated corporation(s) may develop other lands in the vicinity of the herein Land and apply for zoning/rezoning thereof, and the Purchaser agrees on behalf of the Purchaser and the Purchaser's heirs, executors, administrators, successors and assigns to consent to any such development zoning/rezoning application, and agrees that this paragraph may be pleaded as a bar to any objection thereto. The Purchaser covenants with the Vendor to the intent that the burden of this covenant shall run with and be binding upon the Land to be conveyed hereunder and every part thereof and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Vendor and its predecessor and successors in title within the Subdivision or other land contiguous thereto, that the Purchaser will not oppose any application for severance or minor variance or for rezoning (including all applications ancillary hereto) by the Vendor and its predecessor and successors or assigns, to permit the use of such lands retained by the Vendor, and its predecessor, successors or assigns in the Subdivision or other land contiguous thereto, for commercial, industrial, multiple family or other residential uses and that this covenant may be pleaded by the Vendor, its predecessor, successors or assigns, as an estoppel to any such opposition or in aid of an injunction restraining such opposition. The Purchaser shall extract a similar covenant from all successors in title. Without limiting the generality of the foregoing, the Vendor or its predecessor may apply for, and the Purchaser will not oppose, any application for zoning in accordance with the present Official Plan.

13. **TITLE FROM DEVELOPER / MANNER OF TITLE**

- (a) The Purchaser acknowledges that the Vendor may have agreed to acquire registered title to the Real Property from the current owner or the developer of the subdivision within which the Land is located on terms set forth in a separate agreement (the **"Purchase Agreement"**). The current owner or developer of the subdivision within which the Land is located is sometimes in this Agreement called the **"Developer"** and the subdivision within which the Land is located is sometimes in this Agreement called the **"Subdivision."** In the event of default by the Developer in compliance with the requirements therein contained, or in the event the Vendor or Developer exercises its right, by reason of Municipal changes or requirements or adverse soil conditions affecting the Real Property, to terminate the Purchase Agreement as it relates to the Real Property or in any other event that the Purchase Agreement is not completed, and the Vendor is thereafter no longer the owner of the Real Property, this Agreement shall be deemed to be frustrated and shall be terminated and all deposit monies shall be repaid to the Purchaser in accordance with the Addendum and all parties hereto shall be released of any liability or obligation hereunder.
- (b) The Purchaser agrees to deliver to the Vendor or the Vendor's solicitors at least thirty (30) days prior to Closing (or at such earlier time if so requested by the Vendor) an irrevocable direction to the Vendor indicating and confirming the manner in which the Purchaser wishes to take title to the Real Property (which direction is merely a confirmation of the manner in which the Purchaser wishes to take title to the Real Property and shall be subject to the overriding approval of the Vendor and otherwise subject to the provisions of this Agreement) accompanied by the date of birth and social insurance number of each person taking title to the Real Property and supported by a copy of their respective birth certificate or passport, if so required by the Vendor at the

Vendor's sole discretion. It is further understood and agreed that if the Purchaser fails to deliver the irrevocable direction at such time, then the Purchaser shall be deemed to have agreed to accept title to the Real Property in the name(s) that the Purchaser is identified or described in this Agreement (or in any amending agreement or addendum thereto permitted or assignment thereof), and thereafter the Purchaser shall not be entitled to request any further changes to the name(s) or manner in which title is to be taken. Notwithstanding anything to the contrary in this Agreement or at law, the Purchaser agrees to accept a transfer of the Real Property, as directed by the Vendor including without limitation a transfer directly from the Developer or another party that is not the Vendor and the Purchaser agrees to provide and execute and deliver on closing, whatever indemnities, releases, assurances and other documentation that may be required by the Vendor in order to transfer title as aforesaid including without limitation, the execution of the transfer by the Purchaser, the execution and delivery of a form of Purchaser's acknowledgement an undertaking as may be required in the Vendor's sole discretion, any releases that may be required for any and all matters in respect of the within transaction and acknowledging that developer or another party that is not the Vendor, as the case may be, has no liability, obligation or responsibility to the Purchaser, a statutory declaration and other evidence as may be required by the Vendor confirming that there are no judgments or executions outstanding against the Purchaser, and all HST applications, indemnities and rebate forms, all of which may be addressed to one or more of the Vendor or to the Developer or another party that is not the Vendor as determined by the Vendor in the Vendor's sole discretion.

- (c) If this Agreement or any amendment or permitted assignment thereof or any of the aforesaid documentation required to be delivered by the Purchaser to the Vendor is executed by a third party as attorney for and on behalf of the Purchaser, then such power of attorney must be registered in the Land Registry Office where the Real Property is registered and a duplicate registered copy thereof delivered to the Vendor's solicitor, together with all such further documentation, authentication and opinions which the Vendor may require relating to the power of attorney, the donor and the donee, and the Purchaser shall cause the Purchaser's solicitor to provide any opinion required by the Vendor in connection with same. Any such power of attorney must be expressly made (and duly executed and witnessed) in accordance with the provisions of the *Substitute Decisions Act, 1992* (Ontario) and not be a power of attorney form drawn or made pursuant to the laws of any other country, state or province other than Ontario. Where documentation required to be delivered by the Purchaser to the Vendor is executed by a third party who is not a party to this Agreement, the Purchaser shall further pay to the Vendor's solicitor the sum of Five Hundred Dollars (\$500.00) plus HST, per occurrence, to be adjusted on the statement of adjustments, as the Vendor's solicitor's legal fee for reviewing all documentation delivered that relates to the use of a power of attorney for this transaction.
- (d) In the event of the death of the Purchaser, it is understood and agreed that this Agreement and any amendment or permitted assignment thereof shall constitute a continuing agreement and shall be binding on the estate of the Purchaser and the Purchaser's heirs, estate trustee, successors, administrators and permitted assigns, who shall comply at all times with all terms of this Agreement to ensure the completion of the within transaction, and the estate of the Purchaser, or the Purchaser's heirs, estate trustee, successors, administrators and permitted assigns shall forthwith apply for a certificate of appointment of estate trustee in the Ontario Superior Court of Justice, at the sole cost and expense of the estate of the Purchaser. The estate of the Purchaser shall, after obtaining the certificate of appointment of estate trustee, deliver a notarial copy of the certificate of appointment of estate trustee to the Vendor's solicitor, together with all such further documentation, authentication and opinions which the Vendor may require from time to time relating to the certificate of appointment of estate trustee. Where documentation required to be delivered by the Purchaser to the Vendor is executed by an executor, executrix, trustee or estate trustee, then the estate of the Purchaser shall further pay to the Vendor's solicitor the sum of Five Hundred Dollars (\$500.00) plus HST, per occurrence, to be adjusted on the statement of adjustments, as the Vendor's solicitor's legal fee for reviewing all documentation delivered that relates to the certificate of appointment of estate trustee and the use of the certificate of appointment of estate trustee in connection with the within transaction.

- (e) In the event for whatever reason the Purchaser is a corporation or has entered into this Agreement on behalf of a corporation to be incorporated and same is expressly accepted by the Vendor then:
- (i) it is understood and agreed that the person or persons signing on behalf of the corporation is personally jointly and severally liable with the corporation to perform all of the obligations of the Purchaser pursuant to this Agreement;
 - (ii) any officer or director of the said corporation and their immediate family shall be permitted to use and occupy the Real Property for residential purposes only, provided that on or before the Occupancy Date, the Purchaser delivers to the Vendor's solicitor a certificate of incumbency executed by an officer of the Purchaser certifying the identity of all officers and directors of the Purchaser, accompanied by a statutory declaration sworn by the said officer or director who intends to personally reside in the Dwelling confirming the names and identity of all other individuals intending to reside therein and that they are all members of the Purchaser's immediate family;
 - (iii) the Purchaser acknowledges, confirms and agrees that the Purchaser will not be eligible for the HST Rebate notwithstanding anything to the contrary in this Agreement;
 - (iv) the Purchaser shall deliver at its sole cost and expense: for a corporation incorporated or continued in the Province of Ontario an up to date certificate of status issued by the Ministry of Government Services; for a corporation incorporated or continued in any other province such document of similar force and effect to a certificate of status issued in the Province of Ontario; for a corporation incorporated or continued federally an up to date certificate of compliance issued by Industry Canada; and for a corporation incorporated or continued under the laws of a jurisdiction outside of Canada, such document of similar force and effect to a certificate of status issued in the Province of Ontario which certificate shall confirm that the corporation is in existence and has not been dissolved;
 - (v) the Purchaser shall deliver at its sole cost and expense evidence satisfactory to the Vendor's solicitor that the Purchaser has complied with all corporate and contractual requirements necessary to authorize the sale by the Vendor to the Purchaser of the Real Property and the closing of the transaction arising from this Agreement, including but not limited to, a corporate opinion by the Purchaser's solicitor addressed to the Vendor and the Vendor's solicitor in such form reasonably required by the Vendor's solicitor, together with all such further documentation, authentication and other opinions which the Vendor may require;
 - (vi) the person or persons signing on behalf of the corporation and the Purchaser both hereby covenant and agree that should there be any direct or indirect change of shareholders of any Purchaser that is a corporation or other direct or indirect change of control or ownership of any Purchaser that is a corporation on or before Closing without the prior written consent of the Vendor, then same shall constitute a default of this Agreement;
 - (vii) the Purchaser shall pay to the Vendor's solicitor the sum of Five Hundred (\$500.00) Dollars plus HST on a per corporation occurrence, to be adjusted on the statement of adjustments, as its legal fee for reviewing all documentation delivered that relates to the Purchaser corporation; and
 - (viii) the Purchaser shall deliver to the Vendor within five (5) days of request by the Vendor and on the Closing Date if requested by the Vendor, all information requested by the Vendor in its sole discretion, with respect

to the incorporation and shareholders of the Corporation, including matters referred to in subsections 13 (e) (iv), (v) and (vi) hereof;

- (f) Nothing in this paragraph 13 shall abrogate the rights of the Vendor in this Agreement relating to HST Rebate and the payment of same.

14. **PURCHASER SELECTION, TARION WARRANTY & OCCUPANCY**

(a) **Purchaser Selection**

The Purchaser shall attend at the Vendor's offices, or such other place designated by the Vendor, within thirty (30) days or such other time as designated by the Vendor after the Purchaser has executed this Agreement in order to make or approve selection(s) of those items of construction or finishing which the Purchaser is entitled to select from the Vendor's samples. At such time, if requested by Vendor, the Purchaser shall also make or approve alternate selection(s) which shall be used in the event that the Purchaser's primary selection(s) or any one or more of them are unavailable or must be substituted for any reason. All Purchaser selections and approvals are final and binding on the Purchaser. Late requests by the Purchaser that are allowed by the Vendor will be subject to the Vendor's standard administration fee of Two Hundred Fifty Dollars (\$250.00) per change, plus HST. The Purchaser hereby consents to the substitution of such alternative selection(s) in the place of such primary selection(s) of items which are or may be unavailable for use within the Vendor's construction schedule. The Vendor may substitute other materials, equipment or chattels of at least equal quality for those specified and may alter the plans and specifications of the Dwelling, provided that such substitution or alteration shall not diminish the value of the Real Property or substantially alter the Dwelling. The Purchaser will not enter the Real Property unless accompanied by a representative of the Vendor.

NOTE: If the Purchaser fails to attend and make or approve selection(s) as required above within thirty (30) days or other designated time period of the execution by the Purchaser of this Agreement, the Vendor shall be entitled to make or approve such selection(s) at the Vendor's sole discretion. If none of the Purchaser's selection(s) of a particular item are available, the Purchaser will be notified in writing and is required to re-attend within seven (7) days of receipt of notice thereof and if he fails to attend within such time period, and make such selection(s), the Purchaser acknowledges that such item or items shall be selected exclusively by the Vendor and shall be of equal or better quality. The Purchaser further acknowledges, understands and agrees that, among other things, if the Purchaser is at any time in breach of any part of this Agreement, the Vendor may, in the Vendor's sole discretion, refuse to accept, undertake and/or approve any of the Purchaser's selections, upgrades or Extras.

(b) **Tarion Warranty**

- (i) 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 Real Property and 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 Real Property and Dwelling, on the Tarion Pre-Delivery Inspection form (the "**PDI Form**"), in the forms prescribed and required to be completed pursuant to the provisions of the ONHWPA. The Vendor will conduct itself in accordance with Tarion Registrar Bulletin #01 in setting up a time for and conducting and completing the PDI. The PDI Form shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and the PDI Form and the warranties provided under the ONHWPA shall constitute the Vendor's only agreement or warranty, express or implied, in respect of any aspect of construction on the Real Property or of the Dwelling and shall also be the full extent of the Vendor's liability for: (A) defects in materials or workmanship; and (B) damage, loss or injury of any sort by the Purchaser 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 Real Property or the Dwelling, in the Vendor's sole discretion, the Vendor shall

not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.

- (ii) The Purchaser acknowledges and confirms that the Vendor has attached to this Agreement the Tarion Information Sheet which provides a basic overview of the warranties and protections that come with the Purchaser's new home, including without limitation matters related to the PDI. The Purchaser hereby further confirms receipt of the Tarion Information Sheet and that the Purchaser has had the opportunity to review the Tarion Information Sheet prior to entering into this Agreement.
- (iii) 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 the 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 same force and effect as if executed by the Purchaser directly. If the Purchaser is more than one individual, the execution of any of the documents hereinbefore in this paragraph 14(b) mentioned by any one of the individuals comprising the Purchaser shall be deemed to be binding upon the remaining individuals comprising the Purchaser.
- (iv) Failure by the Purchaser and/or the Purchaser's designate to attend the PDI or failure to execute the PDI Form at the conclusion of the PDI, shall constitute a default under this Agreement. The Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the PDI Form on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the PDI Form.
- (v) It is understood and agreed that any failure on the part of the Vendor to comply with the Addendum including without limitation any failure to comply with any notice requirements thereof shall only give rise to those specific rights set out in the Addendum, if any, and shall not entitle the Purchaser to any further, other or additional rights or claims for damages (whether in contract, tort or otherwise), or for any other form of compensation or reimbursement, or for any other form of relief (whether at law or in equity), other than what is set out in the Addendum
- (vi) If Tarion or the HCRA determines, directs, counsels, suggests, guides, instructs, opines or in any other way advises or decides during an Unavoidable Delay event or any other public health emergency or similar type event that it is not necessary, desirable or a requirement for a PDI to occur prior to closing in the presence of both the Purchaser and the Vendor, then the Vendor shall not be required to set a date and time to meet the Purchaser or the Purchaser's representative prior to the Closing Date to conduct the PDI, the Vendor shall complete the PDI on or before the Closing Date without the presence of the Purchaser or the Purchaser's representative and the Vendor shall be permitted to complete the PDI on behalf of the Purchaser as the Purchaser's lawful attorney in the Purchaser's name, place and stead in order to complete the 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 PDI Forms.
- (vii) Subject to the provisions of this paragraph 14(b), the Vendor agrees to rectify any defective or incomplete construction items with respect to the Dwelling that are governed by the statutory warranties made by the Vendor pursuant to ONHWPA. Notwithstanding anything contained to the contrary in this Agreement, the Purchaser agrees that any warranties of workmanship, materials or otherwise, in respect of any aspect of construction of the Dwelling, whether express or implied, or whether imposed at law or in equity, or whether arising by statute or otherwise shall be limited and restricted to those statutory warranties made by or deemed to have been made by the Vendor pursuant to ONHWPA and shall extend only for the respective time periods and in respect of those items stipulated or covered in ONHWPA.

(c) **Addendum**

It is understood and agreed that any failure on the part of the Vendor to comply with the Addendum including without limitation any failure to comply with any notice requirements thereof shall only give rise to those specific rights set out in the Addendum, if any, and shall not entitle the Purchaser to any further, other or additional rights or claims for damages (whether in contract, tort or otherwise), or for any other form of compensation or reimbursement, or for any other form of relief (whether at law or in equity), other than what is set out in the Addendum.

(d) **Occupancy / Risk**

The Purchaser acknowledges that the Vendor may not allow the Purchaser to occupy the Real Property until the occupancy requirements of the Municipality have been complied with and the Purchaser has completed and executed the PDI Form prior to closing, and in the event that the Purchaser shall occupy the Real Property prior to the compliance of the aforesaid occupancy requirements, then the Purchaser shall indemnify the Vendor for any costs, charges or penalties paid or payable by the Vendor as a result of the Purchaser's occupancy as aforesaid. Notwithstanding anything contained to the contrary in this Agreement, the Vendor shall have the right to defer closing until the Municipality consents to occupancy. Provided that the House has been inspected and permission to occupy has been granted by the Municipality or building official on or before closing, the Purchaser shall close the transaction. The Real Property shall be and remain at the risk of the Vendor until Closing. In the event of damage to the Real Property prior to the Closing Date which frustrates the contract or renders the performance thereof impossible, or for which the Vendor otherwise has the right to terminate this Agreement at law or in equity, then the Vendor may, in the Vendor's sole discretion, either: (i) terminate this Agreement and return to the Purchaser all deposits theretofore paid by the Purchaser to the Vendor in accordance with the Addendum, and upon such termination the Vendor shall be relieved of all liability pursuant to this Agreement and to the Purchaser; or (ii) make such repairs as are necessary and complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

(e) **Construction Liens**

It is further agreed between the parties hereto that the House shall be deemed to be completed for closing at such time as the Municipality or building official consents to occupancy or grants permission to occupy, notwithstanding that there remains work to be completed and the Purchaser agrees to close the transaction on the Vendor's undertaking to complete all work. Where a construction lien has been registered and not discharged prior to Closing, the Purchaser hereby agrees to accept the Vendor's indemnity regarding any construction lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the *Construction Act* (Ontario) and the Purchaser will not claim any lien holdback on closing nor will the Purchaser make any other requisitions or requests for information in connection with the *Construction Act* (Ontario), notwithstanding that the Vendor may not have fully completed the Dwelling. No further documentation shall be required to be delivered by the Vendor for any matter in set out in this paragraph.

15. **AGREEMENT NOT ASSIGNABLE**

The Purchaser shall in no way, directly or indirectly, whether by the Purchaser or by any other person, firm, corporation or other entity, lease, sublease, offer to lease, advertise for lease, list for sale, advertise for sale, assign, convey, sell, transfer or otherwise dispose of or part with possession of, on a temporary or permanent basis, the Real Property, in whole or in part, or any interest the Purchaser may have in the Real Property, in whole or in part, or any rights or interests the Purchaser may have under this Agreement, or agree to any of the foregoing, without the prior written consent of the Vendor, which consent may be unreasonably and arbitrarily withheld.

16. **SUBORDINATION AND POSTPONEMENT**

The Purchaser acknowledges that the Vendor is or may be borrowing money from a financial institution or other lender to be secured by one or more charges registered or to be registered

against the Real Property and the Purchaser agrees that this Agreement, any interest of the Purchaser in this Agreement and in the Real Property (whether such interests are in equity or at law) and any and all deposits paid or to be paid by the Purchaser pursuant to this Agreement and any purchasers' lien arising by the terms of this Agreement or from the payment of any deposit pursuant to this Agreement or arising by operation of law, are hereby subordinated and postponed to and will be subordinated and postponed to any mortgages, charges, debentures, security interests and trust deeds registered or to be registered against title to the Real Property or any part or parts thereof including the charging of any chattels in the Real Property and any advances thereunder made from time to time, and to any easement, licence or other agreements to provide services to the Real Property or to any lands adjacent thereto and owned by the Vendor. The Purchaser agrees to execute any and all documentation necessary to give full force and effect to same forthwith after being requested to do so by the Vendor. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, the Purchaser has not acquired any interest (equitable, legal or otherwise) in the Real Property and that this Agreement is personal and creates contractual rights only.

17. **SURVEY**

The Vendor agrees to provide the Purchaser, prior to Closing, with a plan of survey prepared by an Ontario Land Surveyor, showing the size and location of the lot and the location of the foundation to be erected thereon in relation to the various lot boundaries. The Purchaser agrees that the Vendor may deliver an electronic copy of the survey (in PDF format) in full satisfaction of the requirement to deliver same under this paragraph 17. The Ontario Land Surveyor shall be selected by the Vendor in the Vendor's sole discretion.

18. **DWELLING TYPE AND SQUARE FOOTAGE**

(a) **Modifications / Alterations**

In the event the dwelling type described in this Agreement, or in any model, drawing, illustration or rendering of the Dwelling or as represented to the Purchaser for whatever reason is sited on the Real Property by reversing the architectural layout of the Dwelling, in the Vendor's sole discretion, the Purchaser agrees to accept such reversed dwelling type. The Purchaser also accepts minor modifications which may be required with respect to the Real Property, including walkouts, narrowed driveway entrances, decks and side porches. If the Land is a lot on a plan of subdivision which has not yet been registered, lot sizes or dimensions are also subject to change without notice provided they are not substantially varied. Where the lot size or dimensions are varied by up to and including five percent (5%) from those specified in this Agreement or in any sales brochure, sketch, floor plan, or other marketing or advertising material or any or all of the foregoing, such variation shall be deemed not to be substantial and the Purchaser agrees to accept all such variations without notice and without any claim for compensation or abatement to the Purchase Price. The internal square footage of the House may also vary depending on the type of model elevation that the Purchaser chooses and the Purchaser shall make no claim with respect to same. Purchasers are advised and acknowledge that: (i) laundry rooms may be sunken if required by Vendor in order to accommodate lot grading and side doors; (ii) doors from the garage to the interior or sideyard may not be possible due to grading restraints; (iii) decks may be required at the rear or side of the House to accommodate grading; (iv) the Vendor makes no representation or warranty to the Purchaser as to the dimensions of the garage or as to the number, size or type of automobile or other vehicle that may be parked or placed in the garage; (v) sunken foyers/ landings may be required due to lot grade; (vi) the number of steps to front entrance and rear entrance may be increased or decreased depending on final grading; (vii) all plans, specifications and working drawings filed with the Municipality are subject to modification from time to time at the sole discretion of the Vendor; (viii) grill patterns in window elements of garage doors may vary from those depicted on some elevations; (ix) house types and streetscapes are subject to final architectural approval by the Municipality and final sitings are subject to the approval of the Vendor's architect; (x) the plans and specifications illustrate decorative glass elements which may appear as windows from the exterior of the Dwelling but which do not function as windows from the interior of the Dwelling; and (xi) furnace, hot water tank and three-piece rough-in locations as shown on plans are subject to change. The Purchaser acknowledges and agrees that where adjoining rooms are finished in different floor materials, there may be a difference in elevation between

the rooms and the Vendor may in the Vendor's sole discretion install a threshold as a method of finishing the connection between the two (2) rooms.

(b) **Shading Etc.**

The Purchaser acknowledges and agrees that insofar as the wood finishings, carpeting, hardwood/laminate flooring, tiles (including any stone, marble or granite slabs used for flooring, walls, or counter purposes), kitchen and bathroom cabinetry and/or manufactured finishing materials installed within the Dwelling are concerned:

- (i) the colour, texture and/or shading of any laminate/wood finishes, carpet, tiles, kitchen and bathroom cabinetry or other manufactured finishing materials may vary slightly from those selected by the Purchaser from the Vendor's samples due to minor variations or shading in dye-lots produced or manufactured by the suppliers;
- (ii) the colour, finish, grain and/or veining of wood products (including laminate/hardwood flooring) and/or natural stone materials may vary slightly from that of laminate/wood and/or stone materials selected by the Purchaser from the Vendor's samples, inasmuch as wood and stone are natural materials which inherently cannot be precisely replicated or matched with other pieces or samples, thereby accounting for variations of colour, finish, grain and/or veining even within the same lot or section of wood or stone (as the case may be); and
- (iii) the various types of flooring that may be installed within the Dwelling (such as carpeting, marble, granite, ceramic tile, laminate and/or hardwood floors) may result in different floor heights or levels (which shall be established by the Vendor in its sole discretion) between rooms or areas within the Dwelling having different flooring materials and in this regard the Vendor shall be entitled to use or install appropriate reducers in the transitional areas between rooms having different materials;

and the Purchaser shall accordingly be estopped from claiming any entitlement to an abatement in the Purchase Price for the Real Property, or any replacement (in whole or in part) of the carpet, laminate/hardwood flooring, tiles, kitchen cabinetry, manufactured finishing materials or wood products or flooring so installed, or any other relief or claim for compensation from or against the Vendor or Tarion as a result of the variations hereinbefore described or contemplated.

(c) **Floor Area**

The Purchaser acknowledges and agrees that the floor area or square footage of the House is determined by the Vendor's surveyor or architect and that from and after February 1, 2021 is calculated in accordance with the NHCLA and the regulations, bulletins, guidelines, directives, advisories, and other informational material prepared by the HCRA as same may be amended from time to time. It is acknowledged and agreed by the Purchaser that the dimensions, floor area or square footage of the House, as represented to the Purchaser in any sales brochure, sketch, floor plan, or other marketing or advertising material is approximate, is not the same and may differ from the actual size and defined boundaries of the House, and the Purchaser consents to same. The Purchaser is further advised that: (i) the actual usable floor space may vary from any stated floor area; and (ii) the actual liveable floor space may vary from any stated floor area. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the House are approximate only and that the Purchase Price shall not be subject to any adjustment or claim or compensation whatsoever, whether based upon the ultimate square footage of the House or the actual usable or liveable space within the confines of the House or the net floor area of the House, or otherwise, regardless of the extent of any variance or discrepancy in or with respect to the area of the House or dimensions thereof. Notwithstanding any stated ceiling height (whether in any schedule to this Agreement or in any brochure, sketch, floor plan or other advertising material), where ceiling bulk heads are installed within the House and/or where drop ceilings are required, then the ceiling height of the House will necessarily be less than that stated in any brochure, sketch, floor plan or other advertising material

and the Purchaser shall be obliged to accept the same without any claim for compensation or abatement to the Purchase Price.

19. **EXTENSIONS AND PURCHASER'S DOCUMENTS TO BE DELIVERED ON CLOSING**

(a) **Extension of Critical Dates**

The Critical Dates may be extended in accordance with the terms of the Addendum, which includes extension provisions due to Unavoidable Delay.

(b) **Documentation**

The Purchaser agrees to forthwith execute and deliver to the Vendor, on or before Closing, or at such other time as advised by the Vendor and notwithstanding anything contained to the contrary in this agreement original executed copies of all documents as may be required by the Vendor in order to close this transaction including but not limited to: (i) the execution of the transfer by the Purchaser; (ii) the execution and delivery of the Vendor's standard form of Purchaser's Acknowledgement and Undertaking as may be required by the Vendor; (iii) any form of written acknowledgement by the Purchaser relating to lot grading and other subdivision matters; and (iv) all documentation and applications relating to the HST and HST Rebate. The Vendor and Purchaser agree that this Agreement may be executed electronically in accordance with the terms of the *Electronic Commerce Act, 2000* (Ontario) and the Purchaser agrees to be fully bound by the terms of the *Electronic Commerce Act, 2000* (Ontario). The Purchaser further agrees to accept, for closing purposes, photocopies or electronic copies of closing documents which have been signed by the Vendor, the Developer or by any mortgagee or other person or entity and which may be addressed to the Vendor or any person or generically to all purchasers and for the purposes of Closing, such documents shall be the same as if original executed documents. Such signatures may be photostat copies or electronic copies. The Purchaser hereby covenants and agrees that all documents signed by or on behalf of the Purchaser shall be signed by hand and not signed by any electronic means and all original signed copies of all Purchaser documents shall be forthwith delivered to the Vendor, together with all such further documentation, authentication and opinions which the Vendor may require relating to the execution of the documents (unless otherwise directed in writing at the Vendor's sole discretion) and the Purchaser shall cause the Purchaser's solicitor to provide any opinion required by the Vendor in connection with same at no cost to the Vendor.

(c) **Co-operation**

Purchaser covenants and agrees for itself, (and agrees to obtain a similar covenant from all subsequent purchasers and assign the benefit thereof to the Vendor) that it will co-operate, comply with and execute any documents required to ensure that all covenants and agreements that are unfulfilled or are incapable of fulfilment at the time of a conveyance or subsequent conveyance will be fulfilled and complied with.

(d) **Subdivision Warnings**

The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of subdivision or other approval, certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (collectively, the "Requirements") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, and the proximity of the Real Property to school transportation, major streets and similar matters). Accordingly, the Purchaser covenants and agrees that on written request by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements of the governmental authorities and that if requested by the Vendor, the said Requirements shall be incorporated into and form part of this Agreement and the Purchaser shall accept the same without in any way affecting this transaction.

20. **TENDER OF DOCUMENTS**

(a) **Tender**

The Vendor and the Purchaser waive any requirement for personal tender and agree that tender of any documents or money may be made upon the solicitor acting for the Vendor or Purchaser. Any tender by the Vendor or the Vendor's solicitor upon the Purchaser or the solicitor acting for the Purchaser may be made at the Vendor's sole discretion by any one or more of e-mail or facsimile transmission or the uploading of all closing documents to any closing management service then being operated and in which the Vendor is registered and shall be deemed to have been sent and received on the date and time of the e-mail and/or facsimile transmission or the date and time of the upload of the closing documents to the closing management service. If the Purchaser fails to provide the Vendor or the Vendor's solicitor with contact information for the Purchaser's solicitor, the Vendor or the Vendor's solicitor may also (but is not obliged to) tender upon the Purchaser at the Vendor's sole discretion by registered mail (if such tender is made by registered mail it is deemed to have been sent to and received by the Purchaser prior to 5:00 pm on the same date the registered mail was sent), e-mail or other electronic means or in person at the address of service indicated for the Purchaser in this Agreement. In the event that the Purchaser or the Purchaser's solicitor indicates or expresses to the Vendor or the Vendor's solicitor, on or before the Closing Date, that the Purchaser is unable or unwilling to complete the sale, the Vendor, at its option, will be relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser's solicitor. Notwithstanding anything contained to the contrary in this Agreement, as the System is operative and mandatory for the Lands, 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 this Agreement and the Registration Agreement, if applicable; (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) completed all steps required by the System in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the co-operation or participation of the Purchaser or the Purchaser's solicitor, all without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and without any requirement to have an independent witness evidence the foregoing. The Vendor is hereby allowed a one (1) 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 occupancy compensation will not be payable for such period and the Vendor agrees that it will not impose any penalty or interest charge on the Purchaser with respect to such extension. Notwithstanding anything contained to the contrary in this Agreement or otherwise at law, the Vendor shall be permitted to tender at any time up to and including 11:59 p.m. on the Closing Date as same may be extended by the parties or as may be permitted by this Agreement and this provision shall supersede any Registration Agreement that may hereinafter be entered into by the parties or their solicitors.

Without limiting the generality of the foregoing, if the Purchaser is in breach of this Agreement, the Vendor, if it chooses to make any formal tender upon the Purchaser, shall be relieved from the obligation to make a perfect tender and the Purchaser hereby agrees that it is estopped from raising a defence that the Vendor had failed to duly tender upon the Purchaser.

(b) **Electronic Registration System**

As an electronic registration system (the "**System**") under Part III of the *Land Registration Reform Act* (Ontario), is operative and mandatory in the applicable Land Registry Office in which the Land is registered, the Purchaser agrees to do all things necessary and as may be requested or required by the Vendor or the Vendor's solicitor to complete this transaction using the System. The Purchaser acknowledges that: (i) the System is an electronic, paperless land registration system that no longer relies on signatures for such documents as a transfer/deed of land; (ii) the Purchaser and the

Purchaser's solicitor will not be entitled to receive the transfer/deed of land unless the balance due on closing in accordance with the Vendor's statement of adjustments is in the possession of the Vendor's solicitors (either by personal delivery or electronic funds transfer in accordance with this Agreement) by 5:00 p.m. on the Closing Date; and (iii) the delivery and exchange of documents and money shall not occur contemporaneously with the registration of the transfer/deed of land, as it has in the past, but will be governed by the Registration Agreement. Notwithstanding the provisions of any Registration Agreement entered into by the Vendor's solicitor and the Purchaser's solicitor, the Purchaser acknowledges and agrees that the Vendor shall be permitted to electronically release the transfer/deed of land for registration at any time on the Closing Date.

(c) **Registration Agreement**

As the System is operative, it will therefore be necessary for the Purchaser and the Purchaser agrees: (i) to use a lawyer authorized to use the System, who is in good standing with the Law Society of Ontario and who is recognized by the Law Society of Ontario to have the required insurance to provide real estate services to the public and the Purchaser is to provide in writing to the Vendor the contact particulars for such lawyer at least twenty-one (21) days prior to the Closing Date; (ii) to authorize and direct such lawyer to enter into the Vendor's solicitor's standard form of escrow closing agreement (the "**Registration Agreement**") which will establish the procedures for closing the transaction; and (iii) that if the Purchaser's lawyer is unwilling or unable to complete this transaction under the System, then the Purchaser's lawyer must attend at the Vendor's solicitor's office or at another location as designated by the Vendor's solicitor, at such time on the Closing Date as directed by the Vendor's solicitor to complete the transaction under the System utilizing the Vendor's solicitor's (or agent's) computer facilities and in such case to pay to the Vendor's solicitor such reasonable fee as required.

(d) **Payment**

Payment of monies must be made or tendered by certified cheque from a solicitor's trust account drawn on a Canadian chartered bank. Where any such money is paid by a direct deposit, the Purchaser shall cause the Purchaser's solicitor to deliver a copy of the certified cheque to the Vendor's solicitor. The Purchaser: (i) hereby indemnifies and saves harmless the Vendor and the Vendor's solicitor with respect to any losses, costs, expenses or damages whatsoever, suffered or incurred, directly or indirectly, by the Vendor or the Vendor's solicitors as a result of any purchase monies (including all monies required to be paid pursuant to this Agreement, no matter how characterized) not being paid to the Vendor or the Vendor's solicitors for any reason whatsoever; and (ii) shall cause the Purchaser's solicitors to indemnify and save harmless the Vendor and the Vendor's solicitor with respect to any losses, costs, expenses or damages whatsoever, suffered or incurred, directly or indirectly, by the Vendor or the Vendor's solicitor, as a result of any purchase monies (including all monies required to be paid pursuant to this Agreement, no matter how characterized) which are paid, direct deposited or transferred by the Purchaser's solicitors to the Vendor, the Vendor's solicitors or as may otherwise be directed being fraudulent or otherwise not being credited to the bank account of the party depositing any form of cheque or bank draft or into whose account any such monies are direct deposited or transferred and the Purchaser shall cause the Purchaser's solicitor to deliver on Closing an executed indemnity in form and content as required by the Vendor's solicitor. Notwithstanding the foregoing, if so directed by the Vendor's solicitor, the Purchaser shall cause the Purchaser's solicitors to pay the balance of the Purchase Price by the use of a bank wire transfer through the LVTS or any other electronic money transfer system acceptable to the Vendor at the Vendor's sole discretion. Furthermore, if directed by the Vendor or the Vendor's solicitor, the Purchaser, at no cost to the Vendor, shall cause the Purchaser's lawyer to register in and use any closing management service then being operated and in which the Vendor is registered. The Purchaser covenants and agrees to complete the within transaction and make full payment on Closing without any holdback, abatement, setoff or any similar type of reduction of any part of the Purchase Price.

21. NON-MERGER

The Vendor and Purchaser covenant and agree that all covenants, terms and agreements made by the Vendor and Purchaser herein shall not merge on the closing of this transaction but shall survive same. No further written assurances evidencing or confirming the non-merger of the covenants, warranties and obligations shall be required to give effect to the foregoing, provided however that the Vendor shall be entitled to require the production and delivery from the Purchaser of an executed non-merger agreement, in respect to the foregoing (in a form acceptable to the Vendor). To the extent that any of the covenants, terms, agreements, warranties and obligations of the Purchaser in this Agreement are subject to such basic limitation period as set out in the *Limitations Act, 2002* (Ontario), then the Vendor and Purchaser agree that same is hereby extended by mutual agreement of the Purchaser and the Vendor to the ultimate last day so permitted pursuant to the *Limitations Act, 2002* (Ontario). This Agreement shall be deemed to be a "business agreement" pursuant to the terms of Section 22 of the *Limitations Act, 2002* (Ontario).

22. LIMITATION

- (a) The Purchaser covenants and agrees that the rights, remedies and recourses of the Purchaser in connection with this Agreement and the transaction resulting therefrom (and whether arising, based or founded, in contract, tort, equity or otherwise) are strictly limited to the Vendor (as defined herein), notwithstanding that the Vendor may be, or be deemed to be by law, acting as an agent, nominee, trustee or otherwise on behalf of some other person, firm, corporation, partnership, limited partnership or other entity and the Purchaser hereby agrees that with respect to this Agreement and the transaction resulting therefrom it shall not have any rights, remedies or recourses and shall not assert or make any claim against such other person, firm, corporation, partnership, limited partnership or other entity or against any officer, director, shareholder or employee of the Vendor, whether such claim arises, is based or founded at law or otherwise and this covenant and agreement may be pleaded as an estoppel and bar in any action, suit, application, claim or proceeding, brought by or on behalf of the Purchaser or any other party asserting such rights, claims or causes of action against the parties. This Agreement is deemed to have been entered into under the corporate seal of the Vendor. The Vendor makes no representation or warranty whatsoever, either directly or indirectly as to the ownership or shareholders of the Vendor and the Vendor reserves the right to change its ownership structure in whole or in part, at any time or times, without the requirement of any form of notice to or consent from the Purchaser.
- (b) Notwithstanding anything contained to the contrary in this Agreement, where the Agreement is terminated by the Purchaser pursuant to a right of the Purchaser (other than as a result of a breach of contract by the Purchaser) contained in the Addendum, then the only remedy of the Purchaser is to receive a refund of all monies paid by the Purchaser, including deposits and monies for upgrades and extras as provided for in the Addendum, including payment of delayed closing compensation as set out in the Addendum and the Purchaser shall have no other remedy against the Vendor for economic loss, expectation damages or any other damages whatsoever, whether arising or founded in contract, tort, equity or otherwise. This provision may be pleaded by the Vendor as a complete defence to any such claim.

23. DEVELOPMENT CHARGES

It is understood and agreed that notwithstanding anything to the contrary, the Vendor agrees to indemnify and save harmless the Purchaser from and with respect to the payment of any development charges and education development charges (collectively the "**Development Charges**") imposed pursuant to the *Development Charges Act* (Ontario) or the *Planning Act* (Ontario) which Development Charges may be due and owing on or before the Closing and which relate solely to the Purchaser's purchase of the Dwelling pursuant to the terms of this Agreement. Provided that any reduction or rebate of any such Development Charges (the "**Development Charge Rebate**") shall be the property of the Vendor and the Purchaser hereby assigns all of the Purchaser's right, title and interest (if any) in and to the Development Charge Rebate to the Vendor and the Purchaser hereby irrevocably authorizes and directs the payment of such Development Charge Rebate to the Vendor and the Purchaser further agrees to execute all forms, applications or documents to facilitate the payment of such Development Charge Rebate to the Vendor and the Purchaser agrees to extract a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser. The Vendor may also be

credited on the statement of adjustments for any such Development Charge Rebate and such Development Charge Rebate may be estimated by the Vendor.

24. ITEMS INCLUDED IN PURCHASE PRICE

- (a) The items listed in Schedule "A" are included in the Purchase Price. The Purchaser acknowledges that only the items set out in Schedule "A" are included in the Purchase Price and that any other improvement made to or fixture or chattel installed or placed in the show home and/or sales presentation centre, including without limitation all office furnishings, woodwork, trim (including mouldings), décor options and upgrades, appliances, artist's renderings, videos, simulations, unit layout sketches (whether attached to this Agreement or not), scale models, improvements, mirrors, drapes, floor coverings, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule "A". Purchaser acknowledges that variations from Vendor's samples may occur in finishing materials and/or colours selected due to tonal range, dye, natural materials and normal production process. The Purchaser hereby accepts any such colour variation without any claim for compensation or abatement of the Purchase Price and in full satisfaction of the Vendor's obligations herein.
- (b) The Purchaser acknowledges and agrees that any sales or disclosure documentation, marketing materials, scale models, videos, simulations, site drawings and renderings or any website or other similar type of advertisement, literature or publication (collectively, the "**Marketing Material**") which the Purchaser may have reviewed or seen prior to the execution of this Agreement, including but not limited to those that display, disclose or suggest existing and/or proposed uses of the lands abutting, adjacent to and/or in proximity to the Real Property, or any amenities or roads adjacent to or in the vicinity of the Real Property, remains conceptual and that final House and plans are subject to the final review and approval of any applicable governmental authority, the Vendor and the Vendor's design consultants and engineers, and accordingly such Marketing Material has been inserted solely for artistic and conceptual purposes only and they are not intended to be relied upon by the Purchaser as a representation of the Vendor and does not form part of this Agreement or the Vendor's obligations hereunder. The Purchaser expressly confirms and agrees that: (a) the Purchaser has not relied on the depiction or disclosure of the abutting or adjacent lands (whether existing or proposed) or lands in proximity to the Real Property in entering into this Agreement and continuing the transaction after the expiry of any rescission or conditional period, if any; and (b) understands that the abutting or adjacent lands and/or land in proximity to the Real Property may be used or developed for any uses whatsoever in compliance with municipal zoning by-laws as enacted or amended from time to time, with the effect that the Vendor shall not have any liability, obligation or responsibility in respect to any such uses, whether present or future. This section may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or the Purchaser's successors in title against the Vendor.

25. BINDING OFFER, REPRESENTATIONS AND CONFIRMATION

This Offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence hereof and no extension of time granted by the Vendor for any payment by the Purchaser or rectification of any breach by the Purchaser of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor. If the Closing Date is changed by the parties or their solicitors or otherwise pursuant to this Agreement, including the Addendum, or by any amendment, then each and every change shall be deemed to provide that time is of the essence as set out in this paragraph. **IT IS AGREED THAT THERE IS NO REPRESENTATION, WARRANTY, COLLATERAL AGREEMENT OR CONDITION AFFECTING THIS AGREEMENT OR THE REAL PROPERTY OR SUPPORTED HEREBY OTHER THAN AS EXPRESSED HEREIN IN WRITING AND THE PURCHASER HAS NOT RELIED UPON ANY VERBAL OR IMPLIED REPRESENTATIONS OR PROMISES, WHETHER MADE BY THE VENDOR OR ANY AGENT OF THE VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE RELATED TO THE PURCHASER'S SUBJECTIVE EXPECTATIONS OF PERFORMANCE OR QUALITY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE**

PURCHASER(S) HEREBY WAIVE ANY RIGHT OR CLAIM AS AGAINST THE VENDOR ARISING FROM ANY REPRESENTATIONS, WARRANTIES OR COLLATERAL AGREEMENTS THAT ARE NOT IN WRITING AND NOT CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, NEGLIGENT MISREPRESENTATIONS. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE CO-OPERATING BROKER/AGENT, AND ANY OTHER PERSON THAT INTRODUCED THE PROJECT TO THE PURCHASER, REPRESENTS THE PURCHASER AND DOES NOT REPRESENT THE VENDOR. SUCH PERSON IS NOT AUTHORIZED BY THE VENDOR TO MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS REGARDING THE PROJECT OR THE SALE OF THE DWELLING OR LAND TO THE PURCHASER. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE VENDOR SHALL NOT BE RESPONSIBLE FOR ANY MISREPRESENTATION MADE BY SUCH AGENT TO THE PURCHASER.

26. **RESIDENCY**

The Vendor hereby represents that it is not a non-resident as defined by Section 116 of the *Income Tax Act*.

27. **GENERAL PROVISIONS AND PREPARATION OF TRANSFER**

- (a) This offer to be read with all changes of gender or number required by the context.
- (b) No provision of this Agreement shall be construed against any party by reason of such party having or being deemed to have drafted the provision.
- (c) The Purchaser shall execute and deliver on the Closing Date, as required by the Vendor, one or more covenants or agreements incorporating the terms of this Agreement or such other terms as the Vendor may require arising out of this Agreement, and the Vendor may include in the transfer to the Purchaser any one or more of the terms and conditions herein contained and the Purchaser consents to same.
- (d) The Transfer is to be prepared at the Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on Closing at the Purchaser's expense. The Purchaser covenants and agrees to forthwith deliver or to cause the Purchaser's solicitor to forthwith deliver to the Vendor a copy of the receipted registered Transfer for the within transaction.

28. **AMENDMENTS TO AGREEMENT**

This Agreement may be amended by a written instrument signed by all parties, or may be amended by an agreement in writing signed by their respective solicitors, who are expressly appointed in this regard.

29. **SEVERABLE COVENANTS**

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.

30. **SUCCESSORS AND ASSIGNS**

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. The Vendor may, without notice to the Purchaser and without the consent of the Purchaser, at any time assign all of its right, title, interest and obligation under this Agreement. In the event of the assignment by the Vendor of this Agreement and to the extent that the assignee thereof assumes the covenants and obligations of the Vendor hereunder, the Vendor shall thereupon and without further agreement, be freed and relieved of all liability with respect to this Agreement. This Agreement is personal to the Purchaser and creates contractual rights only and does not create an interest in the Land in favour of the Purchaser or the Purchaser's permitted assigns or

successors, until and unless the Purchaser has received and registered a transfer of the Real Property from the Vendor.

31. **NOTICE / DOCUMENTS**

Any notice or any document not intended for registration on title to the Land required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail, or by facsimile, addressed to the Purchaser's solicitor or the Purchaser at the Purchaser's last known address, or facsimile number, as the case may be, or by e-mail addressed to the Purchaser or the Purchaser's solicitor, at the Purchaser's last known e-mail address or by an internet document retrieval system such as convey.ca or any other electronic means, all as the case may be and in the case of the Vendor any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by prepaid mail, or facsimile, to the Vendor's solicitor or to the Vendor at the address or facsimile number, as the case may be, set out on page 2 of the Addendum. Where documents are sent by the Vendor by facsimile transmission, a facsimile signature and where documents are sent by the Vendor by e-mail or internet document retrieval system such as convey.ca, an electronic signature shall both be valid and binding on the Vendor and the Purchaser and the Purchaser agrees to accept the said documents in lieu of originals. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the third Business Day following the date of its mailing, or if such notice or documents are sent by personal delivery or facsimile transmission or e-mail or internet document retrieval system such as convey.ca they shall be deemed to have been received by the party to whom they are addressed on the same Business Day as delivered or sent by facsimile transmission or e-mail or by an internet document retrieval system such as convey.ca. In the event of a mail stoppage or interruption, all notices and documents shall be delivered or otherwise may be sent by facsimile transmission or e-mail or internet document retrieval system such as convey.ca, as hereinbefore set out. Except as may otherwise be specifically set forth in this Agreement, any document to be delivered by the Purchaser to the Vendor or any action to be taken by the Purchaser shall be done so within five (5) days of written request by the Vendor to the Purchaser. The Purchaser consents to the use, provision and acceptance of information and documents in an electronic format. Notwithstanding the foregoing, written notices required under the Addendum shall be given and received in accordance with the Addendum.

32. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

33. **FACSIMILE/PDF EXECUTION**

This Agreement may be executed by one or more of the parties by facsimile transmission or by electronic transmission in portable document format (PDF) signature and all parties agree that the reproduction of signatures by way of facsimile device or by electronic transmission in PDF will be treated as though such reproductions were executed originals.

34. **CONSUMER REPORT/FINANCIAL RESOURCES**

- (a) **The Purchaser is hereby notified by the Vendor that a consumer report containing credit and/or personal information may be applied for, obtained or referred to in connection with this transaction, any financing relating to this transaction and the Purchaser's ability to close this transaction on an "all cash basis" and the Purchaser hereby consents to same.** The Purchaser agrees to provide the Vendor with all requisite information and materials, including proof respecting residency, income and source of funds, at any time or times within five (5) days of request by the Vendor. The Purchaser shall be required to deliver to the Vendor, within seven (7) days of acceptance of this Agreement or such longer period of time as agreed to by the Vendor, a binding and unconditional mortgage commitment or agreement from a trust company, bank or other financial institution satisfactory to the Vendor, which evidences the Purchaser's approval for a loan in such amount as to enable the Purchaser to close this transaction on an "all cash" basis. The Purchaser acknowledges and agrees that this Agreement is not conditional on the Purchaser obtaining financing, unless specifically provided for in writing between the parties.

- (b) In the event that the Purchaser fails to submit the information, evidence and/or documentation contemplated in paragraph 34(a) above within the time period stipulated therein and as often as same is required, or if so provided, same is in whole or in part, false or misleading, or if the Purchaser fails to disclose any relevant facts pertaining to the Purchaser's mortgage approval and/or the Purchaser's financial circumstances or abilities, then the Purchaser shall be deemed to be in default under this Agreement and the Vendor shall have its rights contained in this Agreement.

35. **FINTRAC**

The Purchaser agrees to provide to the Vendor all required personal information and documentation pertaining to each individual or company comprising the Purchaser needed to enable the Vendor, or its agent, to fully comply with the provisions of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) ("FINTRAC"), forthwith upon the Vendor's request, including without limitation, the name, current home address, date of birth and the principal business or occupation of each individual or company comprising the Purchaser, along with a copy of a validly issued birth certificate or an unexpired driver's license, passport, or government issued record of landing or permanent resident card (together with a copy of government issued photo ID for each individual comprising the Purchaser, or for each officer and director of each company comprising the Purchaser), as well as a copy of the articles of incorporation, a current certificate of status, a current certificate of incumbency and evidence of the power to bind the company to this Agreement for each company comprising the Purchaser. It is further understood and agreed that if any deposit monies are provided to the Vendor, or to the Vendor's solicitors by (or drawn on the account of) someone other than the Purchaser, then the Purchaser shall also be obliged to forthwith provide the Vendor with all of the foregoing information and documentation pertaining to the said other party, as may be required to comply with the provisions of FINTRAC, failing which the Vendor shall be entitled to refuse to accept such deposit monies or deposit cheque and the Purchaser shall thereupon be considered in breach of this Agreement.

36. **INDEPENDENT LEGAL ADVICE**

The Purchaser hereby represents and warrants to the Vendor that the Purchaser has had the opportunity to seek independent legal advice prior to the execution of this Agreement with respect to the entering into of this Agreement, including, without limitation, the preparation of and for all matters contained in this Agreement and that the Purchaser has entered into this Agreement freely and voluntarily. This representation and warranty shall survive and not merge on the completion or any termination of this Agreement. This section may be pleaded by the Vendor as an estoppel in the event of any claim, action, application, complaint or legal proceeding is brought by the Purchaser in this regard as a complete defence and reply thereto and may be relied upon in any proceeding to dismiss the claim, action, application, complaint or legal proceeding on a summary basis and no objection will be raised by the Purchaser in any such proceeding that the Purchaser was not privy to the formation of this Agreement. In the event the Purchaser commences any such proceeding, the Purchaser hereby undertakes and agrees to indemnify and save harmless the Vendor on a full indemnity scale in respect of any legal fees incurred in relation of any such claim.

SCHEDULE “D”
PURCHASER’S ACKNOWLEDGEMENTS & NOTICES

Except where otherwise specifically restricted to named lots, the terms of this Agreement apply to all of the lands described herein, all of which lands are sometimes referred to in this Schedule as the “Subdivision Lands”.

The Purchaser covenants and agrees that it will ensure all of the notice provisions of this Schedule “D” shall be included in any agreement of purchase and sale to any subsequent purchaser, ad infinitum.

GENERAL

A) Purchasers are advised that the Vendor is to pay a Development Charge, adjusted to the date of payment, with respect to all applicable services which shall be calculated and payable in accordance with the policies of the Township of Cobourg, the County of Northumberland and the applicable School Boards at building permit issuance.

SCHOOLS

B) Pupils from this development attending educational facilities operated by the Peterborough Victoria Northumberland and Clarington Catholic District School Board in the community are not guaranteed. Sufficient accommodation may not be available for all anticipated students from the area, and that some students may be accommodated in temporary facilities and/or bussed to a school outside of the area, and further, that students may in future have to be transferred to another school.

C) Be advised that the Elementary School site that has been reserved within the approved draft plan of subdivision for the Kawartha Pine Ridge District School Board, may not be constructed and used as an Elementary school site. All potential purchasers are further advised that an existing Kawartha Pine Ridge District School Board school(s) will be used to accommodate all public board elementary pupils until such time as a new Elementary School can be constructed within the approved draft plan by the Kawartha Pine Ridge District School Board, then all public board elementary pupils will continue to be accommodated at an existing public board Elementary School(s).

D) Purchasers and tenants of Lots 20 - 25 inclusive, are notified of the location of a potential school on adjacent lands and such school activity may give rise to noise and traffic.

E) Advising all potential purchasers that all Catholic school board Secondary pupils will be accommodated at an existing Catholic board Secondary School(s) as no Catholic school board Secondary School site is proposed within the approved draft plan.”

F) Advising all potential purchasers that all public board Secondary pupils will be accommodated at an existing public board Secondary School(s) as no public board Secondary School site is proposed within the approved draft plan.”

PARK AND OPEN SPACE BLOCKS

G) Purchasers are advised that Block 153 and Block 152 will be a “Park” and will be dedicated to the Township for such purposes. The timing, siting’s and facilities for these lands have not been established and are subject to the approval of the Municipality

POSTAL SERVICES

H) Purchasers are advised that door-to-door postal service will not be available within this development. All mail will require retrieval from one or more designated locations.

STORMWATER MANAGEMENT

I) Purchasers are advised that Block 164 is designated for a Stormwater Management facility and there are possible hazards and/or nuisances associated with the normal function of such a facility.

NOISE ABATEMENT

J)

Summary of Noise Mitigation Measures			
Lots/Blocks	Ventilation Requirements	Noise Barriers	Warning Clauses
31	Mandatory central air conditioning	2.0m2	Type A, B and D
20 to 25, 65 to 72, 121 to 134	Provision for air conditioning	No	Type A, C and E
1 - 19 26 - 30 32 - 64 73 - 120 135 -150 Blocks 156 - 163	Provision for air conditioning	No	Type A, C

Warning Clause Type A
“Occupants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the occupants as the sound level will exceed the Ministry of Environment’s noise criteria.”

Warning Clause No. B
“Purchasers/tenants are advised that despite the inclusion of noise control features, the sound levels due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the dwelling occupants as the noise levels may exceed the noise criteria of the Municipality and the Ministry of the Environment.”

Warning Clause Type C:
“This dwelling unit was fitted with ducting sized to accommodate a central air conditioning unit. The installation of central air conditioning by the homeowner will allow windows and exterior doors to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment. (Note: care should be taken to ensure that the condenser unit is located in an area that is not sensitive to noise. The sound rating of central air conditioning units must not exceed the sound emission standards established by the Ministry of Environment).”

Warning Clause Type D:
“This unit was fitted with an air conditioner to allow the windows and exterior doors to remain closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment.

Warning Clause Type E
"Purchasers/tenants are advised that due to the proximity of the Elementary School and the Place of Worship, noise from the activities may at times be audible"

FENCING

K) The Purchaser covenants and agrees to maintain all required fences on the within-described lands in good condition and, when necessary, replace same from time to time with a fence made of the same of similar materials and of the same standard as specified in the site plan agreement; and further covenants that it shall not construct any additional fences on any area of the lot which is subject to an access easement in favour of an abutting lot.

L) With respect to Lot 31, Purchasers are advised that the Developer will construct an acoustic fence 2 meters in height along the Rear Yard and Side Yard and inside Exterior property line.

M) With respect to Blocks 156-163, Purchasers are advised that the Developer will construct a Wooden Privacy Fence 1.8 meters in height along the Side Yard inside the property line.

N) With respect to Lots 72, 134, 135, 138, 143, 144 Purchasers are advised that the Developer will construct a Wooden Privacy Fence 1.8 meters in height along the Side Yard inside the property line.

O) With respect to Lots 1 - 19, 26 – 30, 100 – 114, 115 – 134, the Purchaser is advised that the Developer will construct a Black Chain Link Fence 1.5 meters in height along the Rear Yard inside the property line.

P) With respect to Lots 31 – 44, the Purchaser is advised that the Developer will construct a Wooden Privacy Fence 1.8 meters in height along the Rear Yard inside the property line.

Q) With respect to Lots 19,20,54,55,87,88, 114,115 the Purchasers are advised that the Developer will construct a Black Chain Link Fence 1.8 meters in height along the Exterior Side Yard inside the property line.

R) With respect to Lots 1 & 30 the Purchasers are advised that the Developer will construct a Black Chain Link Fence 1.5 meters in height along the Exterior Side Yard inside the property line.

S) With respect to lots 20 -25 the Purchasers are advised that the Developer will construct a Black Chain Link Fence 1.8 Meters in height along the Rear Yard inside the property line.

DRIVEWAYS AND SIDEWALKS

T) Purchasers are advised that sidewalks may be installed in front and/or side of the lot being purchased herein. The subdivider will install the sidewalk as soon as reasonably possible, having regard to its servicing timetable and weather conditions. It is hereby understood that the Vendor has no obligation with respect to the installation of the sidewalk. The Purchaser acknowledges that the Subdivision Agreement requires that if a sidewalk were built on the side of the street on which this lot fronts, the Purchaser does not object to the construction of the said sidewalk and this clause shall not merge on the closing of this transaction.

U) Purchasers are advised that the engineering and servicing plans for this subdivision, which includes the location of sidewalks and driveways, are subject to the approval of the Township, and final locations for sidewalks and driveways may change. Purchasers are advised to contact the Director of Planning and Development for the Township for further details.

SERVICES AND PUBLIC UTILITIES

V) The Vendor hereby undertakes that all responsibilities of the subdivider under the Township's Subdivision Agreement, which in any way affect the lands purchased, shall be fulfilled, including the provision of municipal services and the grading of the lands purchased. All conditions of any agency which are included in Township's standard form of Subdivision Agreement which relate to any relevant part of the lands will be fulfilled by the Vendor and the Purchaser.

W) Purchasers are advised that there may be transformers, utilities, service boxes, hydrants, mailboxes, bus pads or other municipal services constructed adjacent to or upon boulevards in the vicinity of a lot. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, fencing, or other devices.

X) Purchasers are advised that a front and/or rear easement may be required for a transformer and the surrounding area shall not be altered or obstructed.

Y) Purchasers are advised that the engineering and servicing plans for this subdivision, which includes the location of easements for municipal services and public utilities, are subject to the approval of the Township, and final locations for easements and services and utilities may change.

Z) Purchasers are advised that Vendor is to pay to the Township a utility hook-up charge at the time of issuance of each building permit

GARBAGE COLLECTION

AA) Purchasers are advised that household garbage and recycling will be picked up on a designated date by the County of Northumberland.

BB) Waste collection services within the subdivision shall not be provided until such time as the public roads is assumed for maintenance by the local municipality.

TREES

CC) Purchasers are advised that the landscaping plans for this subdivision, which includes the location of street trees, are subject to the approval of the Township, and the final location for street trees may change.

DD) The Purchaser covenants and agrees to maintain all trees, shrubs and vegetation illustrated on the site plan and the tree preservation plan approved by the Township for this subdivision affecting the lands in healthy condition and where such have died to replace same with plant materials of the same type as originally approved.

GRADING AND LOT DRAINAGE

EE) The Purchaser hereby acknowledges (which acknowledgement shall survive the closing of this transaction) that it may be necessary for the original subdivider to re-enter the lands purchased to create or regrade the said lands as required under the Township's Subdivision Agreement and that it is the responsibility of the said subdivider under the Subdivision Agreement 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. The Purchaser further acknowledges that lot grading is a matter of contract between the Vendor and the Purchaser and that the Township is not responsible for enforcing the provisions of its Subdivision Agreement regarding lot grading for the benefit of the Purchaser.

FF) The purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she/they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan.

GG) Purchasers are advised that some lots drain back to front, or have split drainage, and that houses situated on these lots may have five (5) or more step risers at the front of the house.

HH) Purchasers acknowledge the lot grading has not been finalized and that changes to grading may result in additional step risers being required at the front or rear of the house, or that 3:1 slopes may be required within the front and/or rear yards in order to accommodate grade changes within and between lots.

II) The Purchaser agrees that no building may be erected except in accordance with a site, grading and elevation plan approved by the Township.

JJ) The Purchaser agrees that no lot shall be altered in such a way that its drainage or the drainage of any other lot is interfered with or compromised through the addition of lot amenities including but not limited to gardens, pools, decks, etc.

KK) The Purchaser agrees that no retaining wall structure on a lot will be altered or removed or inadequately maintained so as to cause adverse lot drainage to another lot. Where any retaining wall is required along the rear perimeter of the units, it is the responsibility of the unit owner to maintain it and further, any modification to the said retaining wall will require the approval of the Township.

LL) Purchasers are advised a rear yard catch basin and/or a front/side/rear easement may be required for the purpose of properly draining the lands. It is the responsibility of the lot owner to maintain the said catchbasin and leads in an operational state of repair and free of all obstructions. It is hereby acknowledged that catchbasins are intended to accept drainage from the lot and from adjacent lots and the Purchaser hereby agrees that the grades on the lot shall not be altered in any manner that will adversely affect the drainage pattern with regard to the lands intended to be served by said catchbasin.

MM) The Purchaser covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality.

NN) All purchasers are advised that any one or more lots or dwellings thereon may be fitted, equipped or otherwise have installed therein or thereon sump pumps and sump pump pits, weeping tiles, infiltration galleries, stormwater vaults or any other similar type of dewatering system and all ancillary equipment related to the operation thereof. The exact size, make, model, type, depth and location of the system installed may differ on a per lot or per dwelling basis. Systems may also be installed with backflow preventers or check valves. Any such system that is installed cannot be subsequently relocated and the purchaser is also prohibited from altering any elevations or grades that may affect any such system. It is the purchaser's obligation to maintain, repair and replace any one or more systems at the purchaser's sole cost and expense and also in accordance with any requirements of any one or more of the governmental authorities, if any. Purchasers are advised that any revising, modifying or failure to maintain any system may increase the risk of flooding of the dwelling and Purchasers are further advised that the governmental authorities shall not be liable for any damages, losses or costs incurred in any manner whatsoever in the event of failure to install any such system, the removal of any such system, the failure or inadequacy of any such system, the failure to maintain such system and the failure of the system to prevent water or moisture from entering or collecting within the dwelling for any reason.

OO) The Purchaser covenants and agrees that the driveway locations and all landscaping features for the within-described land shall at all times conform to the Approved Site Plan for the Lands referred to in the Site Plan Agreement with the municipality and shall not be altered without the written approval of the municipality.

PP) The Purchaser is advised that, in accordance with the requirements of a previous subdivision agreement, dated November 18, 2004, the Vendor (NTD – insert correct term) is obligated to advise of the following:

No person shall change the grade of any lot or block on the Plan contrary to the provisions of this Agreement prior to the issuance of a Certificate of Assumption without the prior written approval of the Municipal Engineer. The Owner shall advise all purchasers of every lot or block on the Plan of the existence of the Grading and Drainage Plan and shall provide all such purchasers with a certificate from an Ontario Land Surveyor or Professional Engineer certifying that the final grading of all lots or blocks to be acquired by such purchasers are in conformity with the approved Grading and Drainage Plan.

GRADE CHANGES TO WALKOUT & SEMI-WALKOUT CONDITIONS

QQ) Purchasers acknowledge that preliminary grading has not been finalized, and that changes to the grading plan may affect the current designated grading, which in turn could affect the ability to construct walkout basements and semi-walkout basements. Should such changes occur which have the effect of changing the condition of a lot, then the Purchaser agrees that the amount of the purchase price for said lot will be adjusted as follows:

- a. Creation of:
 - i. a full walkout basement - additional \$35,000
 - ii. a semi walkout basement - additional \$20,000
 - iii. a full walkout from a semi-walkout basement - additional \$15,000
 - iv. a semi walkout from a walkout deck - additional \$10,000
 - v. a walkout deck - additional \$10,000
- b. Deletion of:
 - i. a full walkout basement - credit of \$35,000
 - ii. a semi walkout basement - credit of \$20,000
 - iii. a walkout deck - credit of \$10,000
- c. Reduction of:
 - i. a full walkout to a semi walkout basement - credit of \$15,000
 - ii. a semi walkout to a walkout deck - credit of \$10,000

In the event that final grading should result in a change to the designated grading of the lot, Purchasers agree to pay the difference in purchase price as noted above, or to receive a credit against the purchase price as noted above.

RE-ENTRY

RR) The Purchaser acknowledges that the enforcement of the provisions of the Township's Subdivision Agreement as they relate to the lands purchased shall be a matter of contract between the Vendor and the Purchaser and that the Purchaser shall look to the Vendor for satisfaction of any condition.

SS) The Purchaser acknowledges having been informed by the Vendor that the conveyance to the Purchaser will reserve a license to the subdivider to enter on the said lot purchased for the purpose of completing, maintaining or repairing any sodding or other landscaping work to be done on the lot purchased, including the planting of trees, if applicable, to be completed on such lot.

GENERAL

TT) No antennae, either television or radio transmitter or receiver, (but excluding Satellite Earth Stations (dishes) or other communications devices, not greater than eighteen (18) inches in diameter and not visible on the front elevation of the house), shall be erected on any building, structure or lot as long as there is a commercial cable service available.

UU) No boats, trucks (except sports utility vehicles), trailers, camping equipment, snowmobiles, mobile homes or similar commercial or recreational vehicles shall be parked upon that portion of the lands located between the front street limit and the front wall of the dwelling and/or garage.

VV) If the Land is a lot, part lot, block or part block on a plan of subdivision or reference plan that has not yet been registered, the lot, part lot, block and part block sizes or dimensions are also subject to change without notice provided they are not substantially varied.

WW) The Purchaser covenants and agrees that the construction of any accessory building or structures (including swimming pools) shall require the approval of the Township and acknowledges that the swimming pools may be adversely affected by high groundwater levels.

XX) The Purchaser covenants and agrees that dumping of any material (including snow, grass cuttings, yard waste, construction waste and debris) is not permitted on vacant lots, public property or on adjacent lands.

YY) The Purchaser covenants and agrees that the exterior colours and construction materials of the dwelling unit and fences located on the lands described herein shall not be changed from the colour or type of building material used at the time of original construction, and further covenants that in the event of repainting or replacement of features on the main building on the lands, or any fences permitted or required on the lands, no paint or material shall be used that is not substantially identical to the original colour of paint or type of material.

ZZ) The Purchaser is advised that, in accordance with the requirements of a previous subdivision agreement dated November 18, 2004, the Vendor (NTD – insert correct term) is obligated to advise of the following:

- a. *No building on the Subdivision Lands or any part thereof shall be occupied by any person or persons without the written permission of the Municipality, referred to herein as an "Authorization to Occupy". In addition to any other requirements contained herein, no Authorization to Occupy shall be issued for any building until:*
 - (a) *all of the roads which are required to be constructed under this Agreement will provide access to such building have been completely constructed, with the exception of the final surface course paving to the approval in writing of the Municipal Engineer; and*
 - (b) *all of the Works and Utilities (other than the final surface treatment of the roads) have been completely constructed, installed and tested to the approval in writing of the Municipal Engineer; and*
 - (c) *all of the Utilities required to be constructed and installed to service such building have been constructed, installed, and connected to the approval of the LUSI and LUI and all other requirements of the LUSI and LUI have been complied with; and*
 - (d) *the building to be occupied has been properly connected to all of the municipal services required by this Agreement to be provided; and*

- (e) *a Certificate of Grading Conformity, as required by the provisions of this Agreement, has been issued by the Municipal Engineer; and*
 - (f) *the lot has been sodded; and*
 - (g) *the street lighting has been installed and approved by the Municipal Engineer and the LUSI and LUL*
- b. *Where appropriate, in the sole discretion of the Municipality, an Interim Occupancy Permit may be issued by the Municipality to permit early occupancy of a building, and such Interim Occupancy Permit may provide:*
 - (a) *that the issuance of the Interim Occupancy Permit is subject to the conditions are not complied with, then in the sole discretion of the Municipality, the Interim Occupancy Permit may be revoked; and*
 - (b) *for the posting of security, upon the issuance of an Interim Occupancy Permit, to provide for compliance with the following:*
 - 1. *minor completion of the building;*
 - 2. *minor completion of any Works and Utilities;*
 - 3. *the rectification or completion of any grading, sodding or seeding of the Lot;*
 - 4. *finishing of the driveway,*
 - 5. *exterior painting of the building or other external finishing of the building, and*
 - 6. *any other matter or thing being a requirement of this Agreement or with respect to compliance with any Laws.*
- c. *If, for any reason whatsoever, occupancy of any building on any lot on the Subdivision Lands occurs contrary to the provisions of this Agreement, then the owner of such lot shall pay on demand to the Municipality liquidated damages in the amount of \$100.00 per day. The liquidated damages shall commence at, and include, the day of occupancy and shall end when the owner obtains an Authorization to Occupy or Interim Occupancy Permit (as the case may be) such building from the Municipality.*
- d. *The Owner hereby covenants and agrees to advise any Purchaser of any lot of the requirements pertaining to Authorization to Occupy and Interim Occupancy Permits as herein contained, and hereby further covenants and agrees to provide notice to this effect in any agreement whereby the Owner purports to sell, convey, transfer, assign, lease or otherwise deal with any lot or lots on the Plan.*

SCHEDULE “E”

(This attached schedule forms part of this agreement of purchase and sale)

ADDITIONAL COVENANTS AND RESTRICTIONS

In addition to other restrictive covenants and building restrictions that may be or are registered on title which the Purchasers hereby accept, the following may also be registered: Where there is any inconsistency or discrepancy between the terms of the Agreement of Purchase and Sale and this Schedule “E”, the contents of this Schedule “E” shall prevail.

1. The land to which these building and use restrictions shall be annexed (hereinafter sometimes called the “Lands”) include all of lots numbered 1 to 150 and Units 1 to 32 in Blocks 156 to 163, both inclusive (sometimes called the “Lots” and individually called a “Lot”), Plan ●, Town of Cobourg.
2. Tribute (Cobourg) Limited is hereinafter referred to as the “Transferor” and the Town of Cobourg is hereinafter sometimes referred to as the “Municipality”. “Transferor” and “Municipality” includes their respective successors and assigns.
3. Transferor and the various owners of the dwelling units erected on the Lots share the common goal of creating a stable community that is not of a transient nature. Therefore, no owner of a Lot shall:
 - (a) use or allow others to use the Lot and dwelling unit as a hotel, apartment house, rooming house, lodging house or place of public accommodation;
 - (b) use or allow the Lot and dwelling unit to be used for any purpose other than as a private residence for the use (except as specified in Section 3A of one household only in each dwelling unit, such household not being of a transitory nature; and
 - (c) except as specified in Section 3A, where the dwelling unit is being leased or rented in compliance with this section 3:
 - (d) enter into a lease or rental agreement for a term of less than twenty-four (24) months;
 - (e) enter into a lease or rental agreement with a tenant or tenants who do not live in the dwelling unit on a year-round full-time basis; and
 - (f) enter into a lease or rental agreement with a tenant or tenants who do not occupy the unit as their primary place of residence, or who have an alternate primary place of residence.

Except as specified in Section 3A, no owner of a Lot shall rent or lease its Lot or the dwelling thereon other than in accordance with the terms of this Section 3. If an owner of a Lot shall rent or lease its Lot or dwelling thereon in compliance with this Section 3, it shall obtain in writing from the tenant a covenant containing the same restrictions on property use as are stipulated herein in Sections 1 through 16, and such covenant shall be annexed to and form part of the lease agreement. The owner of the Lot as landlord shall be responsible for enforcing such covenants if the tenant is at any time throughout the term of the lease in default of such covenants, but if the owner as landlord fails to enforce such covenant in a reasonably prompt and effective manner, the Transferor may enforce such covenants at the sole cost and expense of the owner of the Lot. No owner of a Lot shall rent or lease its Lot or the dwelling unit unless it concurrently therewith delivers to the Transferor a copy of the lease relating thereto. The Transferor's address is 1815 Ironstone Manor, Unit 1, Pickering, Ontario, L1W 3W9, Attention: Chief Financial Officer.

- 3A. Despite Section 3 and provided only if the owner of a Lot continues to occupy the remainder of the Lot and dwelling unit as its primary place of residence, the owner of a Lot shall be entitled to lease or rent a portion of the Lot and dwelling unit to not more than two (2) tenants whose lease or rental agreement does not comply with Section 3(c).
4. No condition shall be permitted to exist and no activity shall be carried on upon any portion of a Lot that will result in a contravention of any municipal by-law or code.

5. No dwelling, building or structure, including garden sheds and gazebos or any addition thereto or any exterior alterations thereof shall be erected or placed on any part of the Lands, unless and until drawings for same together with the Transferor's application fee shall have been first submitted and approved in writing by the Transferor or its appointee; and no building, structure or any addition thereto or any exterior alterations thereof shall be erected, constructed, placed, laid out or maintained or be maintained otherwise than in strict conformity with the approved drawings and in conformity with the requirements of all governmental laws, by-laws, orders and regulations.
6.
 - (a) No berm, fence, gate screen and/or planting installed or caused to be installed by the Transferor shall be removed or altered without the consent of the Transferor in writing. No weaving of any material (including but not limited to vinyl weaving) shall be installed in any chain link fence installed by the Transferor, as aforesaid. No additional fence shall be erected, constructed or maintained adjacent to any fence installed by the Transferor, as aforesaid, save and except for the installation of fencing in the sideyards which may abut any chainlink fencing running parallel to municipally owned open space lands provided same complies with the requirements of any one or more governmental authority.
 - (b) No fence along a Lot boundary abutting a street, open space or parkland shall be installed except in compliance with the requirements of the Transferor as to fence type, design and finishing as well as fence height and location and provided same complies with the requirements of any one or more governmental authority.
7.
 - (c) "Motor Vehicle" means a private passenger motor vehicle, motorcycle, station wagon, minivan, SUV or truck not exceeding 1.9 metres in height. "Commercial Vehicle" includes without limitation a commercial vehicle, truck, trailer, recreational vehicle, motor home, personal water craft, boat and/or snowmobile..
 - (d) No Commercial Vehicle or any other motor vehicle (other than a Motor Vehicle) shall be placed, located, kept or maintained on the Lands or any part thereof unless concealed in a wholly enclosed garage. No Motor Vehicle which is not being used from day to day, or which is undergoing repairs of any nature shall be parked or located upon the Lands or any part thereof, unless concealed in a wholly enclosed garage
 - (e) No external antennas, aerials, towers or similar structures and appurtenances thereto, used for radio, wireless or television communication shall be erected on the Lands or on any shrubbery, trees, fences or any dwellings or buildings on the Lands, whether such dwellings or buildings be accessory, temporary or permanent in nature, (provided that the Transferor may allow installation of a single tower for television purposes) and except for satellite dishes not exceeding 26 inches in diameter (and not visible on the front elevation of a dwelling), as long as there is a commercial cable service available.
8. No signs, billboards, notices or other advertising or promotional matter of any kind (except ordinary signs offering a house for sale or displaying the name and address of the owner with dimensions thereof not exceeding two feet by three feet) shall be placed on the Lands, or any part thereof, without the consent, in writing, of the Transferor. No clothesline shall be placed or erected on any part of the Lands. A clothes umbrella may be placed on the Lands.
9.
 - (f) No swimming pool shall be placed, constructed or maintained on the Lands without the written consent of the Transferor. No excavation shall be made on the Lands, except excavation for the purpose of construction of dwelling units. No soil, sand, gravel or other similar material shall be removed from the Lands, except with the prior written consent of the Transferor.
 - (g) No Lot catchbasin or drain may be clogged, filled, altered, obstructed or removed without the consent of the Transferor nor shall any Lot be altered in such a way that its drainage or the drainage of any other Lot is interfered with.

10. No building, structure or any addition thereto, landscaping, driveway and parking area, shall be maintained or kept save in good repair and condition to the reasonable standards satisfactory to the Transferor.
11. No animals or birds other than household pets normally permitted in private homes in urban residential areas shall be kept upon the Lands. No breeding of pets for sale shall be carried on upon the Lands.
12. The Transferor shall have the right, at all reasonable times to remove, or cause removal, or repair or replace any matter or thing upon the Lands in breach of these restrictions; provided that such removal or repair shall be at the expense of the owner of the Lot in question, payable upon demand, and entry upon the Lots and Lands for such purposes shall not be deemed a trespass and the owner of the Lot in question, hereby expressly consents to such entry.
13. No owner of a Lot shall: (a) without the prior written consent of the Transferor (which may be arbitrarily withheld), interfere with or alter any swales, drainage ditches, easements in favour of the Municipality or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to the Lands; or (b) construct any works, remove or permit to be removed, any soil from the said swale or drainage ditch, or easements in favour of the Municipality, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, over, upon, under or through the said swale or drainage ditch, or easements in favour of the Municipality, any fence, well, foundation, pavement, building or other structure or installation. The owner shall adhere to the overall drainage patterns of the subdivision and the Municipality, including such easements as may exist, or may be required for the purpose of water drainage upon the Lands, to and from adjoining lands, and the owner of the Lot agrees to grant such easements as may be required from time to time by the Transferor for drainage purposes.
14. Notwithstanding anything hereinbefore contained the Transferor, its successors and assigns, shall have the authority from time to time, by instrument in writing, to waive, alter or modify the covenants, provisions and restrictions herein set forth without notice to the owner of the Lot. Except as may otherwise be specifically set out herein, where any consent of the Transferor is required same may be arbitrarily or unreasonably withheld by the Transferor.
15. The invalidity in whole or in part thereof of any of these restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.
16. To the intent that the burden of the foregoing covenants (except as hereinafter set out) shall run with the Lands for a period of thirty (30) years from the first day of **September 1, 2021** and to the intent that the benefit of the foregoing covenants may be annexed to and run with each and every part of the Lands. The owner of the Lot or any part thereof for itself, its successors and assigns, covenants and agrees with the Transferor, its successors and assigns, that the owner and the owner's successors in title from time to time of all or any part or parts of the Lands will observe and comply with the stipulations, restrictions and provisions herein set out, in that nothing shall be erected or fixed, placed, or done upon the Lands or any part or parts thereof in breach or violation of or contrary to the fair meaning of the said stipulations, restrictions and provisions set forth herein.

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

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 and residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired house design(s), and colour/finish selections. In particular, but without limiting the foregoing, the Vendor may disclose such personal information, to the extent necessary to accomplish the purpose of the disclosure, to:

- (a) Any relevant governmental authorities or agencies, including without limitation, the Land Registry 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 (i.e. with respect to HST);
- (b) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
- (c) Any person, where the Purchaser further consents to such disclosure or disclosures required by law.
- (d) The Vendor's solicitors, to facilitate the closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (e) Any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to 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 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 quantity surveyor monitoring the project and its costs, the Vendor's designated construction lender(s), the HCRA, the Tarion Warranty Corporation and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the project and/or the financing of the Purchaser's acquisition of the Real Property from the Vendor;
- (g) One or more providers of cable television, telephone, telecommunication, internet and/or security alarm services, as well as electricity, chilled water/hot water, gas and/or other similar or related services to the Real Property (or any portion thereof), including without limitation, any company or companies retained by the Vendor from time to time to read any meter or check or sub meter for any utility service with respect to the Real Property and to correspondingly issue invoices to the respective dwelling unit owners for the cost of their consumption of the utility service in question;
- (h) 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 Real Property and the installation of any extras or upgrades ordered or required by the Purchaser;
- (i) Any companies, partnerships or legal entities that are associated with, related to or affiliated with the Vendor and are developing one or more other housing 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, unless the Purchaser provides the Vendor prior notice in writing not to disclose the Purchaser's personal information with respect to purposes set out in this paragraph;

- (j) One or more third party consultants and/or 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 subdivisions, new condominiums 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 said third party data processing companies; and
- (k) The Home Construction Regulatory Authority and the Tarion Warranty Corporation to facilitate the enrolling of the purchaser with the appropriate authority, the providing of requisite information and for any matters of claims or reconciliations.

Upon the acceptance of the agreement to which this schedule is attached, all parties to this transaction irrevocably consent to the publication and distribution of the sale price of the Real Property and the location, dimensions and features of the Real Property and such irrevocable consent shall continue after the closing date. The Vendor and any companies, partnerships or legal entities that are associated with, related to or affiliated with the Vendor (to the widest possible meaning) and any one or more third party consultants and/or data processing companies which handle or process marketing campaigns on behalf of the Vendor are authorized to advertise and disclose the sale price and the location, dimensions and features of the Real Property to other realtors and to the public, while conducting and promoting their daily real estate activities.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his or her personal information may be delivered to the Vendor at:

Tribute (Cobourg) Limited
1815 Ironstone Manor, Unit 1
Pickering, Ontario
L1W 3W9

Attention: Lindsay Scanlan
Email: Lindsay.s@mytribute.ca
Fax: 905-839-3757

The foregoing is hereby acknowledged and agreed to by the Purchaser.

Witness: _____
Purchaser

Witness: _____
Purchaser