

AGREEMENT OF PURCHASE AND SALE

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

Except as otherwise provided all of the amounts payable to the Vendor are payable by cheque or bank draft drawn on a Canadian Bank or trust company and will be held as deposits pending completion or other termination of this Agreement and credited on account of the purchase price on the closing date.

PURCHASER: _____ D.O.B. _____

PURCHASER: _____ D.O.B. _____

VENDOR: Leaf Homes Limited

Lot No. _____ On a proposed Plan of Subdivision Municipality: WHITCHURCH-STOUFFVILLE

Model Type: _____ Elevation: _____

Street (Civic Address): _____

Purchase Price: _____
_____ Dollars (\$ _____)

Initial Deposit: _____ Dollars (\$ _____)

Further Deposit: _____ Dollars (\$ _____))

Deposit Due: _____

Further Deposit: _____ Dollars (\$ _____))

Deposit Due: _____

The balance of the Purchase Price, in lawful money of Canada, is payable, to the Vendor or as it directs, by certified cheque on the Closing Date and subject to adjustments. At the time of the execution of the Agreement of Purchase and Sale, the Purchaser shall provide the Vendor with a series of post-dated cheques to satisfy all deposit requirements set out above.

The Addendum (as hereinafter defined) and the following Schedules attached hereto form part of this Agreement:

SCHEDULES A, B, C, FT, H, X, Q, S, T _____

Date of Offer: _____

Irrevocable Date: _____

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

In witness whereof I/We have hereunto set my hand and seal in the presence of:

_____)
_____) Purchaser SEAL
_____)
_____) Purchaser SEAL

Purchaser's Solicitors:

Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

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

ACCEPTED this _____ day of _____, _____

VENDOR'S SOLICITORS:

BERNARD FEINTUCH PROFESSIONAL CORPORATION
Barristers & Solicitors
5255 Yonge St.
Suite 1300
Toronto, ON M2N 6P4
Phone: 647 496-7888
Fax: 647 792-0424

Leaf Homes Limited

Per: _____
Authorized Signing Officer
I have authority to bind the Corporation.

Property: Plan: «PlanNo» Unit: «BuyerLotNo»

Project: «BuyerSubdivision»

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: Please visit Tarion's website: www.tarion.com for important information about all Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which 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 closing of your purchase.

VENDOR

«BuyerSubdivisionLegalName»

Full Name(s)

PURCHASER

«BuyerFirstName» «BuyerLastName» and «CoBuyer1FirstName» «CoBuyer1LastName» and «CoBuyer2FirstName» «CoBuyer2LastName» and «CoBuyer3FirstName» «CoBuyer3LastName»

Full Names(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

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

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

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

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

2. Notice Period for a Closing Delay

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: (i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: (i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser's Termination Period

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

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

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

Acknowledged this ____ day of _____, 20__.

VENDOR: _____

PURCHASER: _____

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 REPSECT 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

«BuyerSubdivisionLegalName»

Full Name(s)

«BuyerSubdivisionWarrantyRefNo»

Tarion Registration Number

Address

Phone

City

Province

Postal Code

Fax

Email

PURCHASER

«BuyerFirstName» «BuyerLastName» and «CoBuyer1FirstName» «CoBuyer1LastName» and «CoBuyer2FirstName» «CoBuyer2LastName» and «CoBuyer3FirstName» «CoBuyer3LastName»

Full Name(s)

«BuyerAddress1»

Address

«BuyerHomePhone»

Phone

«BuyerCity»

City

«BuyerStateCode»

Province

«BuyerZipPostal»

Postal Code

«BuyerFax»

Fax

«BuyerHomeEmail»

Email

PROPERTY DESCRIPTION

«BuyerLotAddress1»

Municipal Address

«BuyerLotCity»

City

«BuyerLotState»

Province

«BuyerLotZipPostal»

Postal Code

«BuyerLotLegalDescription»

Short Legal Description

Number of Homes in the Freehold Project _____ (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.

If yes, the plan of subdivision is registered.

If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

«BuyerPropertyInCityPlan»

«BuyerSubdivisionPlanIsRegistered»

«BuyerSubdivisionDraftPlanApproved»

(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.

If yes, the nature of the confirmation is as follows: «BuyerPropertyWaterSewageYesText»

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

«BuyerPropertyWaterSewage»

(c)

A building permit has been issued for the Property.

No

(d)

Commencement of Construction: _____ has occurred/Is expected to occur by the 1 day of February, 2013

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



PROTECTING ONTARIO'S NEW HOME BUYERS
Construction.

**Freehold Form
(Tentative Closing Date)**

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.

COPY

INVERB

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;

- (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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"):
- (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 Days" 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 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.

"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 Dates" means the date set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot close on the Firm Closing Date.

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

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

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.
- The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.
- (b) upon:
- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
 - (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.
- The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.
- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
 - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
 - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
 - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

CHARGE/FEE	AMOUNT OR DESCRIPTION (APPLICABLE TAXES IN ADDITION TO ALL FEES SET OUT BELOW)	SCHEDULE REFERENCE, IF APPLICABLE	REFERENCE NUMBER, IF APPLICABLE
Vendor's Tarion Administrative costs	\$150.00	Schedule "X"	Paragraph 2(g)
Title Direction	\$275.00	Schedule "X"	Paragraph 2(h)
For each discharge of mortgage	\$125.00	Schedule "X"	Paragraph 3(e)
Electronic Registration	\$200.00	Schedule "X"	Paragraph 12(b)
Grading Fee	\$500.00	Schedule "C"	Paragraph 9
Paving Single Driveway (if applicable)	\$450.00	Schedule "C"	Paragraph 9
Paving Double Driveway (if applicable)	\$650.00	Schedule "C"	Paragraph 9

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

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

CHARGE/FEE	AMOUNT OR DESCRIPTION (APPLICABLE TAXES IN ADDITION TO ALL FEES SET OUT BELOW)	SCHEDULE REFERENCE, IF APPLICABLE	REFERENCE NUMBER, IF APPLICABLE
1) Hydro connection/meter fee		Schedule "C"	Paragraph 8
2) Cable Connection		Schedule "C"	Paragraph 8
3) Sewer/Water connection/meter fee		Schedule "C"	Paragraph 8
4) Phone Connections		Schedule "C"	Paragraph 8
5) Hydro Trenching		Schedule "C"	Paragraph 8
6) In Lot Services		Schedule "C"	Paragraph 8
7) Tree planting costs, prorated on a per lot basis		Schedule "C"	Paragraph 8
8) L.P.I.C. - Real Estate levy surcharge		Schedule "C"	Paragraph 8
9) Canada Post Superbox Mailbox Fee (if applicable)		Schedule "C"	Paragraph 8
The above (9) closing costs to be capped	\$1700.00 for Regular lots,	Schedule "C"	Paragraph 8
The above (9) closing costs to be capped	\$2700.00 for Corner lots where fencing is required	Schedule "C"	Paragraph 8
Real Estate Land Taxes (i) Estimated or actual (ii) Holdback	(i) To be apportioned and allowed to Closing Date (ii) To be determined by Vendor on or before Closing Date	Schedule "X"	Paragraph 4
Levy Charges	As confirmed by Vendor	Schedule "X"	Clause 2(z)
Increases in, or new Future Taxes	As confirmed by Vendor	Schedule "X"	Clause 2(y)
Service charge for each and every cheque payable by the Purchaser that is not honoured by the financial institution upon which it is drawn	\$500.00 per occurrence	Schedule "X"	Paragraph 2(q)
Hot water tank and heater, if not rental	As confirmed by Vendor	Schedule "X"	Paragraph 2(f)
Walkout/Walk Up Basement	\$11,000 for a semi-detached home or a linked single home or a town home, \$13,500.00 for a fully detached home	Schedule "X"	Paragraph 2 (x)
H.S.T. Rebates (including reimbursement to Vendor for eliminations or deductions of any rebates) and H.S.T. on all adjustments	As confirmed by Vendor and/or pursuant to H.S.T. legislation, as the case may be	Schedule "H"	
Extras/Upgrades to be adjusted at closing	Priced by selection + Applicable H.S.T.		
Air Conditioning	Pursuant to the Subdivision Agreement	Schedule "C"	Clause 5
Additional deposits, legal and administrative fees arising from extensions, re-instatement or other alterations of the Agreement, requested by Purchaser	By occurrence, at the Vendor's sole discretion	Schedule "E"	
Tarion Enrolment Fee	As legislated	Schedule "X"	Paragraph 2(g)

SCHEDULE "X"

1. CONSTRUCTION MATTERS:

CONSTRUCTION AND OCCUPANCY OF DWELLING:

(a) The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type hereinbefore indicated substantially in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office. Notwithstanding anything else herein contained, if for any reason except for the wilful neglect of the Vendor the Dwelling is not completed, utility services are not operative, the Planning Act has not been complied with, or the Dwelling has not been approved for occupancy by the Municipality on or before the Closing Date, the Purchaser agrees to grant and hereby grants such extension or extensions of time for completion of the foregoing as may be required by the Vendor and, subject to the provisions of the Addendum, the Closing Date shall be extended accordingly. Subject to the foregoing, if the Dwelling is not completed on or before the original or the extended closing date, or the said Dwelling type cannot be sited or built in accordance with the requirements of any governmental authority, this Agreement shall be considered as frustrated in accordance with clause 10(e) of the Addendum and all deposit monies shall be repaid to the Purchaser with interest and all parties hereto shall be relieved of any liability or obligation hereunder. The Purchaser acknowledges that construction of the Dwelling is subject to the Vendor's overall construction schedule within the subdivision and that an extension of the Closing Date due to commencement of any phase of construction of the Dwelling at a date other than the earliest possible date shall not constitute or be deemed wilful neglect. The Vendor may, at its option, delay the Closing Date for one (1) business day if the Purchaser is not ready to close without payment of delayed closing compensation. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor, and the Purchaser agrees in such case, provided the Municipality has approved the Dwelling for occupancy and the Vendor has provided the evidence required by Tarion, to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete the Dwelling. The Purchaser hereby agrees to accept the Vendor's covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the Construction Lien Act, and will not claim any lien holdback on closing.

FINAL INSPECTION:

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

(ii) The parties agree that the Purchaser (or the Purchaser's designate) will meet at the Dwelling on or before the Closing Date to conduct the pre-delivery inspection (the "PDI"). The Purchaser acknowledges that the warranties being given by the Vendor to the Purchaser under the terms of the Ontario New Home Warranties Plan Act R.S.O. 1990 C.O.-31 (the "Act") and which Act is administered by the Tarion Warranty Corporation (hereinafter called "Tarion") are the only warranties at law or otherwise being given to the Purchaser by the Vendor under the terms of this Agreement of Purchase and Sale. In this regard the Purchaser agrees that approximately seven (7) days prior to the Closing Date, the Purchaser will contact the Vendor to arrange to inspect the Property with the Vendor's representative. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor. During such inspection all damaged, incomplete or missing items and anything that is not in good operating condition, if any, shall be listed in writing on the Certificate of Completion and Possession form (the "CCP") and the Pre-Delivery Inspection form (the "PDI Form") provided for by Tarion and which forms shall be signed by the Purchaser and the Vendor's representative. Save as so listed the Purchaser shall be conclusively deemed to have accepted the Property as complete in accordance with this Agreement. The Vendor shall complete all matters set out in the CCP and the PDI Form as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Tarion warranty issued to the Purchaser as soon as reasonably practicable after the same has been called to the Vendor's attention by notice in writing, including having regard to weather conditions and availability of trades and materials. The Purchaser acknowledges that construction materials shrink as they dry resulting in nail 'pops'. Year-end drywall repairs will consist of compound patching only. Pursuant to Tarion policy, sanding and/or priming will be the responsibility of the Purchaser. The Vendor will endeavour to match colours of materials as closely as possible. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are contained in the CCP and PDI Form.

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

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

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

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

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

(viii) The registration of the transfer to the Purchaser shall constitute acceptance by the Purchaser of the Property and shall be deemed to be a complete release by the Purchaser, of the Vendor under this Agreement from any and all liability of any kind whatsoever under this Agreement save only for the completion after closing of the work, if any, listed as aforesaid on the CCP and PDI Form, or, if nothing is listed thereon, as required to be done in accordance with this Agreement. If the Purchaser is more than one person, only one such Purchaser need attend the PDI and sign the CCP, PDI Form and Receipt and each Purchaser hereby irrevocably appoints the other Purchaser or Purchasers as agent for the purpose of attending the PDI and signing the CCP, PDI Form and Receipt. For purposes of the Appointment Form, the same designate must be collectively appointed by all such Purchasers. There shall be no holdback for uncompleted work and the full balance of the Purchase Price will be paid to the Vendor on closing.

2. PURCHASER'S COVENANTS:

The Purchaser agrees with the Vendor as follows:

ACCEPTANCE OF PLAN OF SUBDIVISION:

(a) To forthwith upon request do all acts and execute and deliver all documents, both before and after closing, as may be required by the Vendor or the relevant municipality (the "Municipality") in connection with and the acceptance of the plan of subdivision wherein the Property is situate as a whole by the Municipality.

ENCUMBERING THE PROPERTY:

(b) The Purchaser will not before closing, mortgage, sell, deal with or in any way encumber the Property, directly or indirectly, that he will not permit any lien, execution or conditional sales agreement to be registered or filed and that he will not obstruct or alter the premises.

NON-MERGER:

(c) Notwithstanding the closing of this transaction, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date. The Vendor, the subdivider (the "Subdivider") of the plan of subdivision in which the Property is situated, the Municipality or their servants or agents may, for such period after closing as is designated by the Subdivider, the Vendor and/or the Municipality, enter upon the Property at all reasonable hours to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation and catch basins, without liability therefor, and the Transfer/Deed may contain such a provision.

SUBSTITUTIONS:

(d) Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality. The Purchaser acknowledges that the siting of the garage for the dwelling unit has not yet been established and the Purchaser accepts that the garage may be sited on either side of the dwelling unit in accordance with the Vendor's architectural and engineering requirements for the dwelling.

GRADING:

(e) The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage and/or grading control plan, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto including the location of catch basins and infiltration trenches. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement or requirement, following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing, or decking upon the property until after the Vendor has obtained acceptance of lot grading from the Municipality.

The Purchaser acknowledges that the Vendor may not be completing the paving of the driveway for the property as contemplated herein, until after the closing of this transaction. Without limiting the generality of what may be contained herein, the Purchaser acknowledges and agrees with the Vendor that, after closing, he will not alter or change either the driveway or curbs without the express written consent of the Vendor, Subdivider and the Municipality, which consent may be arbitrarily withheld, until the subdivision has been assumed by the Municipality for maintenance purposes. The Purchaser further acknowledges that if he alters or changes the driveway and/or curbs that the Vendor has the right to enter the property to restore the driveway and/or curbs to their previous placement and/or condition and to charge the cost of same to the Purchaser as a lien on his property until paid by the Purchaser to the Vendor.

UTILITIES:

(f) Unless expressly provided in this Agreement, the hot water heater and tank is not included in the Purchase Price and shall remain chattel property. The Purchaser acknowledges that the hot water heater and tank for the dwelling may be either (a) a rental hot water heater and tank in which case the Purchaser agrees to execute a rental contract, if requested, with the designated supplier for the said hot water heater and tank prior to closing. The rental rate as of the date of this Agreement is approximately \$48.00 per month plus tax (and any increase that the Utility Company may levy for the rental water heater and/or tank) or (b) the Vendor shall install a hot water heater and tank in the dwelling and the Purchaser agrees to pay to the Vendor the cost of such hot water heater and tank as an adjustment, on closing, together with applicable taxes thereon.

In either situation, the Purchaser agrees to take all necessary steps to immediately assume, on closing, all charges for hydro, water and other services.

TARION ENROLMENT FEE:

(g) The Purchaser covenants and agrees to reimburse the Vendor on closing for any enrolment fees paid by the Vendor for the Dwelling to Tarion or otherwise in connection with the Tarion warranties and further agrees to pay to the Vendor on closing the sum of \$150.00 plus HST for the Vendor's administrative costs in sending all written notices required by Tarion to be sent from the Vendor to the Purchaser pursuant to the Addendum.

TITLE DIRECTION:

(h) The Purchaser(s) agrees to provide the Vendor's Solicitor with a written direction as to whom title is to be conveyed (subject to the first mortgagee's requirements which the purchaser will abide by) no later than sixty (60) days prior to the Closing Date, failing which the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Title may only be directed by the Purchaser, to add his spouse, son and /or daughter, and to no other party, with the written consent of the Vendor, which consent may be withheld for any reason whatsoever, all in accordance with the terms of Clause 2(k) herein. In the event of any change, the Purchaser agrees to pay to the Vendor's Solicitor their legal fees for such delay/change in the amount of \$275.00 plus HST. The Purchaser covenants not to register this Agreement or any other document on title prior to closing. The Purchaser acknowledges that registration against title to the Land of any notice or caution or other reference to this Agreement or his or her interest in the Land is likely to cause inconvenience and prejudice to the Vendor, for example, by impeding financing. If any such registration occurs, the Vendor may terminate this Agreement forthwith and retain the deposit in addition to and without prejudice to any other remedy available to the Vendor arising out of such default. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

RELEASE OF KEYS:

(i) Keys will be released to the Purchaser at the construction site or the sales office of the Vendor, as the Vendor in its absolute discretion determines, upon completion of this transaction, unless otherwise specifically agreed to in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that the keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pickup the keys by 5:00 o'clock p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next following business day.

EXTRAS:

(j) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that his transaction is not completed for any reason whatsoever except due to default of the Vendor. Notwithstanding anything therein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remains incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then they shall be refunded to the Purchaser upon Closing that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishing, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this 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. If for any reason payment for such extras, upgrades or charges ordered by the Purchaser is not received at the time such order is made, any such outstanding amounts shall bear interest from such time at the rate of 24% per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts or any part thereof remains outstanding at closing, such amount together with interest calculated and compounded as aforesaid shall be credited to the Vendor on the Statement of Adjustments.

SALE RESTRICTIONS:

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

TITLE RESTRICTIONS:

(l) (i) The Purchaser shall accept the Property, subject to the building and other restrictions registered on title, including provisions in the Subdivider's deed to the Vendor or Purchaser, provided there is no breach of such restrictions on closing, and to execute and grant any easements or right of way for installation and/or maintenance of services as may be required, both before and after closing, by any government or utility authority or body.

(ii) The Purchaser covenants and agrees to accept title to the property subject to the following:

(a) any registered or unregistered subdivision, development, site plan, housekeeping, financial, security or like agreement or agreements with the relevant City, Town or Municipality, containing provisions relating to the use and development of the lands on which the property is located, or with any other governmental authority having jurisdiction which may now or hereafter be entered into and to execute any documentation which may be required to evidence his consent to same;

(b) any agreement entered into with the hydro electric commission for the provisions of hydro electric services;

(c) any easements for ingress or egress and any easements, covenants, licences or encroachment or other agreements for the installation and maintenance of any public or other utilities, including without limitation, telephone, hydro, gas, sewer, water, cablevision and master antenna T.V. distribution system (such easements may be for the benefit of other lands);

(d) any other municipal requirements including building and zoning by-laws, all restrictions and covenants that run with the land, noise attenuation provisions or environmental notices, warnings or covenants affecting or relating to the use, development or erection thereof or other improvements in or on the property;

- (iii) The Purchaser further acknowledges and agrees that the following clause may be required to be inserted on the Transfer to the property:

Subject to a right in the nature of a licence or easement in favour of the owners and occupants from time to time of Part of Lot _____, Plan No. _____, designated as Part _____ on Reference Plan No. _____, City/Town of _____, Regional Municipality of _____, over, along and upon Parts _____ and _____ on Reference Plan No. _____, for the purpose of maintaining and repairing the building constructed on Part of Lot _____, Plan No. _____, designated as Part _____ on Reference Plan No. _____, City/Town of _____, Regional Municipality of _____.

If such licence or easement or any other licence or easement is required subsequent to closing, the Purchaser, at the request of the Vendor or its solicitor shall grant, execute and return to the Vendor or its solicitor such licence agreement or transfer of easement together with a postponement thereto of any mortgage registered on title within seven (7) days of request for same, at no cost to the Vendor.

SODDING:

- (m) The Purchaser acknowledges that grading and sodding shall be done between June and October or at such other times as weather conditions permit as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering, and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expense of same as determined by the Vendor.

NOTICES:

- (n) The Purchaser acknowledges that the subdivision agreement to be entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of the "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit or affect the enjoyment by the Purchaser of the Property. The Purchaser covenants and agrees to execute forthwith upon request, an acknowledgement and/or amendment to this Agreement containing such notice if and when requested to do so by the Vendor and to be bound by the contents of any such notice aforesaid.

COLOUR SELECTION:

- (o) The Purchaser covenants and agrees that he will within ten (10) days of notification from the Vendor attend to make colour and other selections from the Vendor's standard samples, finalize and confirm in writing such selections and note such selections on the Vendor's standard selection form which when completed shall constitute part of this Agreement (the "Interior Finishing Selection Sheet"). In the event any item on the Interior Finishing Selection Sheet becomes unavailable, or, if such selections would not be available in a timely fashion, (such determination to be made by the Vendor at its sole discretion), the Purchaser shall immediately re-select an alternative from the Vendor's available samples. The Purchaser's failure to so select or re-select within the time or times hereinbefore limited, the Purchaser's failure to pay for upgrades or the Purchaser issuing a cheque which does not clear the Vendor's bank or is marked for insufficient funds shall be a FBOC and the Vendor may at its sole option, either make such selection on behalf of the Purchaser, and in any event, the Purchaser hereby irrevocably agrees to accept the Vendor's selection without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligation herein, or terminate this Agreement and the Purchaser agrees that the deposit monies paid by the Purchaser hereunder shall be forfeited to the Vendor in addition and without prejudice to any other remedy available to the Vendor arising out of such default. Only such items as may be unavailable, or unavailable in a timely fashion (as determined by the Vendor at its sole discretion) may be re-selected by the Purchaser. In the event of default by the Purchaser in re-selection, or failure to make payment in full for upgrades and a re-selection by the Vendor is to be made on behalf of the Purchaser, the re-selection shall be of equal or better quality than the original selection.

COLOUR VARIATIONS:

- (p) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby shall accept any such colour variation resulting from the manufacturing process, change of suppliers or otherwise, without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations herein.

READJUSTMENTS:

- (q) All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of 24% per annum, calculated and compounded daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

The Purchaser acknowledges and agrees that if any cheques provided to the Vendor, pursuant to the terms of this Agreement, are returned by the Bank for any reason whatsoever, including unpaid, N.S.F. or payment stopped ("NSF"), then in addition to any other remedies available to the Vendor as a result of this default, the Purchaser shall pay to the Vendor an NSF fee in the sum of \$500.00 plus HST for each such occurrence which sum must be paid by the Purchaser to the Vendor by certified cheque, on or before the closing of the sale transaction, failing which the Purchaser, at the option of the Vendor, will be deemed to be in default of the Agreement of Purchase and Sale. If for any reason payment for the NSF fee(s) is not received, the NSF fee(s) shall bear interest from the date of the NSF cheque at the rate of 24% per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts or any part thereof remains outstanding at closing, such amount together with interest calculated and compounded as aforesaid shall be credited to the Vendor on the Statement of Adjustments.

HOME OWNER SERVICE:

- (r) No request by the Purchaser for home owner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro. The Purchaser acknowledges that the Vendor may be leaving a supply of new unused tiles in the garage of the premises and/or in the home to be used by the Vendor in the event they are needed for future repairs to the tiles in the home. The Purchaser acknowledges that these tiles are the property of the Vendor and are to be used only by the Vendor to correct any future repairs to the tiles in the home, if necessary, for which the Vendor is responsible. The Purchaser further acknowledges that if the Purchaser uses these tiles or removes them from the garage and/or the home or damages any of the tiles, then the Purchaser will be responsible, at his own expense, to correct any future problems that may arise to the tiles in the home.

BASEMENT DEVELOPMENT AND HOME ALTERATIONS:

(s) The Purchaser covenants not to finish the whole or any part of the basement of the Dwelling for a period of two (2) years after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage including to basement improvements and chattels stored in the basement resulting from water seepage, as well as any consequential damages arising therefrom. The Purchaser acknowledges that he will not make any changes, structural or otherwise to the home being purchased herein for two years after the closing of this transaction without first notifying the Vendor, in writing, of the proposed changes he intends to make to the home. The Purchaser further acknowledges that if any such changes to the home made by the Purchaser negatively affects any item in the home constructed by the Vendor, then the Taron warranties relating to such items in the home constructed by the Vendor shall be voided and of no effect whatsoever.

SETTLEMENT:

(t) If settlement occurs due to soil disturbance around the house, the walkways, driveways and sodded areas, rectification of all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling which the Vendor considers of a minor nature by reason of such settlement.

FENCING AND RETAINING WALLS:

(u) The Purchaser acknowledges and agrees that all aspects of fencing including design, material and colour shall be as determined by the Subdivider in its sole discretion. Where any portion of any fence is within 1.0 metres of the Property line, such fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property. The Purchaser acknowledges that the Purchaser's lot may not be flat due to the presence of swales for drainage, ravines or other geographic features within or adjacent to the Purchaser's lot. The Purchaser agrees to complete the herein transaction notwithstanding the existence on the Property of a tree preservation area or buffer block (possibly adjacent to an open space), any retaining walls and catch basins which may encroach into the Purchaser's lot, infiltration trenches, rain barrels or fencing required pursuant to any engineering drawings or otherwise deemed to be required by the Vendor, its architect or engineer whether or not the Purchaser was notified of same prior to or after entering this Agreement. All maintenance of fencing and/or retaining walls and catch basins on the property shall be the responsibility of the Purchaser after closing. Notwithstanding the foregoing, any encroachment on the Property by a fence required by any governmental authority by way of subdivision agreement or otherwise, shall be deemed to be a Permitted Encroachment. The Purchaser further acknowledges that they are not permitted to stain any fence constructed on their property by the Vendor without written consent of the Vendor and the Municipality. If the Purchaser breaches this covenant they will be responsible to pay for all costs incurred by the Vendor in removing the stain or re-staining the fence.

ARCHITECTURAL CONTROLS AND SITING:

(v) The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location and colour of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor is required, in compliance with such architectural control requirements and/or municipal requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway location siting or construction, boulevard tree planting, fencing or landscaping plan for this Dwelling (all of which is hereafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sale brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, or otherwise necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to Construction of the Dwelling type hereinbefore described.

CLOSING COVENANTS

- (w) The Purchaser agrees with the Vendor that after closing he:
- (i) will not erect or place a fence (except where required or permitted by the Vendor and by the Municipality), gate, hedge, clothesline, or other obstruction on or adjacent to, in or upon the boundary line of the lot or part thereof or on any part of the lot without the written consent of the Developer and any other competent authority;
 - (ii) covenants that no fence, hedge or other structure on any corner lot shall be planted, constructed or permitted to block the sight triangle of the corner of the lot measured on both frontage and flankage, provided however, that this shall not prevent the construction of any building that complies with the setback requirements of the Municipal by-laws applying to this lot;
 - (iii) will not place, locate or maintain a swimming pool or outdoor antenna or satellite dish on any part of the lot or any structure therein without the written consent of the Developer and any other competent authority;
 - (iv) will not place any signs, billboards, notices or other advertising matter of any kind (except the standard "for sale" or "sold" sign) on any part of the lot or upon a wall of the dwelling or any fence, tree or other structure without the consent and approval of the Developer;
 - (v) will not place, locate, keep or maintain a trailer on any part of the lot;
 - (vi) will not clog, fill, alter, obstruct, remove or interfere with any gutter, swale or drain without the consent of the Municipal Engineer;
 - (vii) will not damage, cut down or remove any tree on the lot without the consent in writing of the Municipality;

(viii) will rectify any damage to any catchbasin and infiltration trench and their appurtenant drainage pipes, fences and any slope stability work, such as retaining walls, which may be located within the lot or on the lot line;

(ix) will not alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Commissioner of Public Works;

(x) will adhere to the terms and conditions and other applicable provisions set out in the Subdivision and/or Development Agreement insofar as they pertain to the maintenance, reconstruction, use and occupancy of the dwelling and appurtenances erected or to be erected upon the within lot;

(xi) will accept, adhere to and comply with all agreements, terms, warning, easements, conditions, restrictions and/or covenants which may be registered on title;

(xii) will grant any right, easement or restriction on and after closing upon written request of the Vendor for the purpose of constructing, maintaining or repairing any and all services, public or private, required for the servicing and developing generally of the lots in the Municipality or otherwise and required;

(xiii) will grant the Municipality, Region or Hydro-Electric Commission, or any other authority having jurisdiction, any easements required by them and provided such easements do not interfere with any building constructed on the lands;

(xiv) will adhere to all covenants, undertakings and agreements set forth in the Agreement of Purchase and Sale and related Schedules.

(xv) will not make any changes, structural or otherwise to the home being purchased herein for the two years after the closing of this transaction without first notifying the Vendor, in writing, of the proposed changes he intends to make to the home. The Purchaser further acknowledges that if any such changes to the home made by the Purchaser negatively affects any item in the home constructed by the Vendor, then the Taron warranties relating to such items in the home constructed by the Vendor shall be voided and of no effect whatsoever.

(xvi) is aware that the Vendor may not be completing the paving of the driveway for the property as contemplated herein, until after the closing of this transaction. The Purchaser acknowledges and agrees with the Vendor that, after closing, he will not alter or change either the driveway or curbs without the express written consent of the Vendor, Subdivider and/or the Municipality, which consent may be arbitrarily withheld, until the subdivision has been assumed by the Municipality for maintenance purposes. The Purchaser further acknowledges that if he alters or changes the driveway and/or curbs that the Vendor has the right to enter the property to restore the driveway and/or curbs to their previous placement and/or condition and to charge the cost of same to the Purchaser as a lien on his property until paid by the Purchaser to the Vendor. In the event that the Purchaser completes this transaction at a time prior to the Vendor completing all of its work or construction within the subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and sub trades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and sub trades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.

The Purchaser acknowledges that title to the Property may be subject to these restrictions and covenants as well as such other restrictions and covenants as may be required by the Developer. If requested, the Purchaser agrees to execute a separate document, in form and substance satisfactory to the Vendor incorporating such restrictions and covenants.

FINAL GRADING:

(x) In the event this Dwelling is described on the first page of this Agreement as having a "walk-out" or a "walk-up", and such is not possible, the Purchase Price herein shall be reduced by the amount the Purchaser paid for a "walk-out" or a "walk-up". In the event this Dwelling is not described on the first page of this Agreement as having a "walk-out" or a "walk-up" and such is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Eleven Thousand (\$11,000.00) Dollars for a semi-detached home or a town home or Thirteen Thousand Five Hundred (\$13,500.00) Dollars for a fully detached home. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date.

INCREASE IN TAXES:

(y) In the event there is an increase in the rate charged under the Provincial Retail Sales Tax or in the event the Vendor is obligated to pay any portion of the municipal or regional or other levies or development charges applicable to the Property, or any or all of the foregoing, and as a result thereof, the costs of the Dwelling increase over those anticipated as of the date of execution of the Agreement (the "Increase"), the Purchaser agrees to pay the Increase to the Vendor as an adjustment on closing. The amount of the Increase shall be determined by a Statutory Declaration sworn on the part of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound. The Purchaser shall be responsible for the payment of any new taxes or any increase in any existing taxes introduced or implemented by any level of government including, without limitation, the proposed provincial harmonized sales tax.

LEVIES:

(z) In the event that the Municipality, the regional municipality, the board of education, the school board or any other authority having jurisdiction imposes or has imposed a levy, development charge or education development charge or any other monetary obligation of any kind (herein severally and collectively called the "Levy") for capital progress or otherwise, for schools or health services or any other services howsoever imposed, including an imposition pursuant to the provisions of the Development Charges Act, R.S.O. 1990, Ch. D.9, as amended from time to time, and such Levy is paid or requested to be paid by the Vendor, the Purchaser agrees to pay the Levy to the Vendor as an adjustment on closing plus any applicable Goods and Services Tax thereon. The amount of the Levy shall be determined by a statutory declaration sworn on the part of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.

3. TITLE MATTERS:

SUBDIVISION AGREEMENT:

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

subdivision or other development agreements and the Purchaser shall satisfy himself as to compliance. The Purchaser will not interfere with the Vendor's access to the Property as may be required to carry out any requirements of any governmental authority including pursuant to any agreement following closing. The Purchaser's failure to comply with the preceding sentence will cause the Vendor significant damages and hereby indemnifies the Vendor with respect to same.

ACQUISITION OF TITLE:

(b) The Vendor has agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event of default by the Subdivider in compliance with the requirements therein contained, or in the event the Subdivider exercises its right, by reason of adverse soil conditions affecting the Property, to terminate the purchase agreement as it relates to the Property, or if the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall be considered frustrated in accordance with paragraph 10(e) of the Addendum and all deposit monies shall be repaid to the Purchaser with interest and all parties hereto shall be relieved of any liability or obligation hereunder.

RELEASE TO SUBDIVIDER:

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

PRIOR MORTGAGES:

(d) In the event any mortgages are outstanding on closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after closing in full satisfaction of the Vendor's obligation in that regard.

TITLE SEARCH:

(e) Provided the title is good and free from all encumbrances except as herein provided and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of service, T.V. transmission system, mutual driveways, and for maintenance of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including but not limited to eaves, eavestroughing, or other attachments to the roofs, furnaces and hot water tank vents pursuant to easements given by the Vendor to the Owners of the abutting lands. The Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands pursuant to the easements given by the Owners of the abutting lands to the Vendor. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed until thirty (30) days prior the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

The Transfer is to be prepared by the Vendor on the Vendor's standard form. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$125.00 plus HST for each discharge, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

4. TENDER:

The parties waive personal tender and agree that failing other mutually acceptable arrangements, and in particular, if the electronic registration system contemplated in paragraph 13 is not operative in the applicable Land Titles Office in which the Property is registered, tender may be validly made if the tendering party attends at the Registry Office in which the title to the Real Property is recorded at 4:00 o'clock p.m. on the Closing Date and for a period of one-half hour thereafter shall be ready, willing and able to close or alternatively, the tender may be validly made upon the designated solicitors for the party being tendered upon. The parties agree that payment must be made or tendered by bank draft or cheque certified by a Canadian Chartered Bank, trust company or Province of Ontario Savings Office. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements made to do so in accordance with paragraph 3(d) in case the Purchaser should complete the transaction.

In the event that the Purchaser requests an extension of the closing date for any reason and such extension is granted by the Vendor, the Purchaser covenants and agrees that any such extension, if granted, will be conditional upon receipt of a further deposit payable to the Vendor and determined at the Vendor's sole discretion and an additional extension fee of a minimum of \$250.00 plus HST per day for each day the closing is extended. The extension fee will be added as an adjustment due on closing and the further deposit shall be due forthwith upon the extension request being granted."

5. ADJUSTMENTS:

Realty taxes, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property. The Purchaser agrees to pay on closing a deposit, the amount to be determined by the Vendor, to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to his Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser. The Purchaser agrees to pay all relevant taxes in connection with the subject purchase transaction which shall be in addition to the purchase price and may be included on the Statement of Adjustments. The Vendor may require the Purchaser to accept or assume the cost of the insurance premium for the insurance policy arranged by the Vendor, the cost of which will be credited to the Vendor on closing.

6. MODELS:

The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless same is specifically provided for in any schedule forming part of this Agreement. The Purchaser acknowledges and accepts that the Vendor will be maintaining the model home or homes or sales offices and all advertising signs associated therewith for sale purposes until all homes in this subdivision and/or the adjacent subdivisions built by the Vendor or its affiliated corporations have been constructed, sold and occupied. The Purchaser acknowledges that the lot dimensions illustrated on the proposed plan of subdivision (if not registered) are approximate and may be varied in accordance with the requirements of the Vendor or the Municipality. The Purchaser further acknowledges that the lot dimensions illustrated on various plans, brochures or other marketing materials displayed in the sales office or elsewhere are approximate and it is suggested that the Purchaser refer to the actual dimensions of the subject lot as noted on the proposed plan of subdivision subject to the foregoing.

The Purchaser acknowledges that if the Property being purchased herein has been used by the Vendor as a model home or inventory to the Vendor, then there will be wear and tear in the Property which the Purchaser accepts and the Purchaser acknowledges that he/she is purchasing this Property on an "as is" basis including without limiting the generality thereof existing nicks, dents, scratches, scuff marks on all hardwood areas, stairs, pickets, stringer, risers, treads, all trim work doors, jambs, baseboards/casings, wear and tear on carpet, existing paint touch-up blemishes, existing chips and scratches on ceramics and grout areas, wear and tear and scuff marks on all counters and tubs and agrees that the Vendor shall not be responsible either directly or indirectly (including by way of claim pursuant to the legislation relating to the Tarion warranties) to clean, repair or replace any part of the Property including wall covering, carpeting, vinyl/ceramic/hardwood flooring, cabinetry, window treatments, trees, shrubs or other planting materials, interlocking walkways and/or slab walkways, or any other features or extras on the Property either before or after closing unless specifically set out in this Agreement of Purchase and Sale. The Purchaser acknowledges that the life time line of the exterior brick work, shingles, windows and doors seals commenced at the time the model home was built and the Builder's warranties have expired and the Builder's warranties on the air conditioner and humidifier (Mechanical Units) have expired and agrees that the Vendor shall not be responsible either directly or indirectly (including by way of claim pursuant to the legislation relating to the Tarion warranties) for any warranty claim for same. All appliances, including but not limited to the air conditioner and humidifiers (Mechanical Units), and fixtures included in the purchase price are purchased in an "as is" condition.

7. REZONING:

The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the Subdivider may apply for a re-zoning with respect to the blocks or lots not purchased hereunder as laid down by the plan of subdivision within which the Property is situated or with regard to the lands adjacent to or near the lands laid down by such plan of subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor. The Purchaser acknowledges that this provision may be contained in the Transfer/Deed of Land or in a separate document registered or to be registered on title.

8. GENDER OR NUMBER:

This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and retain all deposit monies in full without prejudice to the Vendor's rights to additional deposit monies that may be required and any other rights it may have hereunder and at law including the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 20% per annum, calculated daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted therefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. All buildings and equipment shall be and remain at the Vendor's risk until closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns. Where the Purchaser is a corporation or is an individual or corporation purchasing in trust for a corporation, individual or other entity, the execution of this Agreement by the individual or individuals signing for a corporation or other entity or by the individual named as the purchaser in trust will be deemed to also be a personal guarantee and indemnity of the individual or individuals so signing of all the Purchaser's obligations hereunder, it being understood that the Vendor need not first exhaust its recourse against the Purchaser prior to pursuing such personal guarantee and indemnity.

9. HEADINGS:

The headings in this Agreement are for convenience purposes only and do not form part of or in any way amend or affect, the contents of the whole or any part of this Agreement. This Agreement shall be construed and interpreted by the courts of and in accordance with the Laws of the Province of Ontario, as such laws from time to time shall be in effect.

10. PLANNING ACT COMPLIANCE:

It is understood that this Agreement is subject to compliance in all respects with the subdivision control provisions of the Planning Act (Ontario), which compliance shall be obtained by the Vendor at its sole expense before Closing.

11. FINANCING:

This Agreement is conditional for the benefit of the Purchaser until _____ upon the Purchaser obtaining mortgage financing on the terms reasonably acceptable to the Purchaser. In the event that the Purchaser is unable to obtain such mortgage financing and the Vendor is so advised in writing by the above-noted date, then this Agreement shall become null and void and all deposit monies will be returned forthwith to the Purchaser in full, without interest or deduction. In the event that no notice is provided to the Vendor prior to the expiry of the conditional period, this condition shall be deemed to have been waived and this Agreement shall be firm and binding. Notwithstanding the foregoing, this Agreement shall not be terminated in the event that the Vendor agrees to take back or otherwise arrange the said financing within five (5) days after the Purchaser advises the Vendor in writing that it cannot obtain mortgage financing.

The Vendor has the right to request from the Purchaser a first mortgage approval (Commitment), which will include principal amount, interest, amortization and term of the first mortgage approval by _____.

12. SOLICITOR'S REVIEW:

This Agreement is conditional for the benefit of the Purchaser until _____ upon the Purchaser reviewing this Agreement with their Solicitor. If after such review, the Purchaser is not satisfied with the terms of the Agreement of Purchase and Sale, he shall have the right to cancel this Agreement and receive the return of his deposit, without interest, provided the Purchaser notifies the Vendor in writing by 5:00 p.m. on the above-noted date, failing which the Purchaser shall be deemed to have waived this condition and the Agreement of Purchase and Sale shall be firm and binding.

13. ELECTRONIC REGISTRATION:

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

(a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Document Registration Agreement"), establishing the procedures and timing for completing this transaction;

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

(i) in the event of electronic registration of documents, the Purchaser shall pay to the Vendor on the Closing Date the sum of \$200.00 plus HST to reimburse the Vendor for the cost incurred with respect to electronic registration;

(ii) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation); and

(iii) shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement.

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

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

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

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

(i) delivered photocopies of all closing documents, keys and/or photocopies of any funds to the Purchaser's solicitor, it being understood that the Vendor making the keys available at its site/sales office shall be deemed to be delivered to the Purchaser's solicitors for the purposes hereof;

(ii) advised the Purchaser's solicitor, either verbally or in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and

(iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor.

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

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

15. NOTICE TO PURCHASERS:

Any written notices required to be sent to the Purchaser by the Vendor pursuant to the terms of this Agreement shall be sent to the Purchaser in accordance with paragraph 14 of the Addendum. The Purchaser acknowledges that when the Vendor receives confirmation of any email or fax sent by the Vendor to the Purchaser pursuant to paragraph 14 of the Addendum, such confirmation shall be deemed conclusive evidence that such email and/or fax has been received by the Purchaser. The Purchaser acknowledges that it is his responsibility to notify the Vendor in writing of any changes in their email address, fax number, mailing address and/or home address within 48 hours of such change. If the Purchaser fails to notify the Vendor in writing within such 48 hours, then any notices sent by the Vendor to the Purchaser pursuant to the Agreement shall be deemed to have been properly sent to and received by the Purchaser at the most current email address, fax number, mailing address or home address provided to the Vendor. The Purchaser acknowledges and agrees that if there is more than one purchaser named on the front page of the Agreement to which this Schedule is attached, the Vendor may send Notices to be delivered hereunder to the said purchasers at any one of the addresses, fax numbers or email addresses listed for the purchasers in the Addendum which shall be deemed to be a proper notice to all of the purchasers hereunder.

16. NOTICE TO VENDOR:

Any notice required to be given pursuant to the terms of this Agreement by the Purchaser to the Vendor shall be made in writing to the Vendor at 5400 Yonge Street, Second Floor, Toronto Ontario M2N 5R5, with a copy to its solicitor.

17. FACSIMILE TRANSMISSION:

The Vendor and the Purchaser acknowledge and agree that this Agreement of Purchase and Sale and any amendments thereto, and all notices required under this Agreement, may be transmitted through the use of a Fax Machine and that a true copy in the accepted form of this Agreement of Purchase and Sale with all dates, times, terms and conditions identical to accepted Faxed Agreement of Purchase and Sale to be delivered to the Purchaser and the Vendor prior to closing. In addition, all communications and notices to the parties herein as set out in this Agreement may be made to their solicitors by facsimile transmission.

18. CLOSING FUNDS:

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

SCHEDULE "B"

1. The Purchaser acknowledges that the Plan of Subdivision herein may not yet be registered and that in order to register same, it may be necessary for the Vendor/Subdivider/Builder to enter into such agreements (the "Subdivision Agreement") with The Corporation of the Town of Whitchurch-Stouffville (the "Town of Whitchurch-Stouffville" or the "Town"), Regional Municipality of York and/ or any other governmental body or neighbouring land owners and provide such easements, including but not limited to utility/maintenance easements, rights of entry and restrictions as may be required. Such agreements may also require that warning clauses, neighbourhood plans showing, among other things, the location of fencing and sidewalks within the subdivision and various other provisions be inserted in Agreements of Purchase and Sale for the sale of lots within the Subdivision. The Purchaser acknowledges that the location of any Canada Post super mailbox, fencing and/or sidewalks whether shown on Schedule "S" attached to this Agreement of Purchase and Sale and/or the Display Map and/or Land Use Plan displayed in the Sales Centre and/or any Site Plan or Site Plan handout given to the Purchaser at the Vendor's Sales Centre or any other plan/sketch given to the Purchaser is tentative and may be changed during the planning process. The Purchaser agrees to accept the final location of the fencing and/or sidewalks as will be shown on the final Town approved Site Plan and will grant the Vendor access to the Property so that it may install or construct same. The Purchaser hereby acknowledges and agrees that he will accept title subject to any agreements, easements, rights of entry, restrictions, etc., as may be presently registered on title or as may be registered on title on or before closing and, without limiting what may be contained elsewhere in the herein Agreement of Purchase and Sale, hereby undertakes and agrees to execute forthwith upon request such documentation as may be required by the Town of Whitchurch-Stouffville, Regional Municipality of York and/or Vendor/Subdivider/Builder including in order to facilitate the completion of this transaction and/or satisfy all governmental and/or other requirements as may in the opinion of the Vendor be deemed appropriate and execute forthwith upon demand an acknowledgment of receipt of such warning clauses, neighbourhood plans and other provisions which will form a part of the herein Agreement of Purchase and Sale.

The Purchaser acknowledges having been advised that his lot may be subject to the following warning clauses:

- 1.1 The Owner acknowledges and understands that prior to Final Approval of this draft plan of subdivision, an amendment to General Zoning By-law 2010-001 to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.2 The Owner shall enter into a subdivision agreement with the Town agreeing to satisfy all conditions of the Town and external agencies, financial and otherwise, prior to the issuance of Final Approval.
- 1.3 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from studies or submissions required as a condition of draft approval.
- 1.4 The Owner acknowledges and agrees not to commence the stripping of topsoil or rough grading on the site, or, the removal of any trees, in the absence of an approved subdivision agreement or pre-servicing agreement with the Town.
- 1.5 The Owner acknowledges and agrees in the subdivision agreement that all lots or blocks to be left vacant for longer than a specified period of time shall be graded, seeded, and maintained to the satisfaction of the Town.
- 1.6 Prior to the execution of the subdivision agreement, the Owner will submit a geotechnical report that addresses the suitability of the lands for residential development, and, the construction of municipal roads and infrastructure, prepared by a qualified engineer, to the Town for review and approval.
- 1.7 The Owner acknowledges and covenants in the subdivision agreement that any future residential construction shall be designed in such a manner that the building foundation footing and associated weeper shall be constructed and installed a minimum of 0.6 metres above the observed & historic high groundwater level. The Owner shall undertake the necessary excavation of test pits throughout the site, at a spacing interval to be established by the Town, and, to have the test pits inspected and confirmed by the Town.
- 1.8 The Owner acknowledges and covenants in the subdivision agreement to prepare a Warning Clause in all prospective offer of purchase and sale agreements advising that the garage forms part of the required parking allocation for each dwelling unit that is constructed on a lot narrower than 12m in frontage. The text of the Warning Clause shall be to the satisfaction of the Town.
- 2.0 ROADS
- 2.1 The road allowances included within this draft plan of subdivision shall be dedicated as public highways without monetary consideration and shall be free of all encumbrances.
- 2.2 The road allowances included within this draft plan of subdivision shall be named to the satisfaction of the Town and the Region of York Transportation and Community Planning Department.
- 2.3 Any dead ends or open sides of road allowances created by this draft plan of subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the Town, without monetary consideration and free of all encumbrances, to be held by the Town, until required for future road allowances or development of adjacent lands.
- 2.4 The Owner shall covenant and agree in the subdivision agreement that the public highways, daylighting triangles, etc. shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town.
- 2.5 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles and any necessary easements where required at the Owner's expense. The Owner shall also covenant and agree in the subdivision agreement to remove the temporary turning circles and restore the streets to their normal condition at the Owner's expense when required by the Town and to the satisfaction of the Town. The design of temporary turning circles, and any implications on surrounding land uses, shall be addressed in the subdivision agreement to the satisfaction of the Town.
- 2.6 The Owner shall submit a Streetscape Plan, prepared by a qualified Landscape Architect in good standing with the O.A.L.A. to the satisfaction of the Town. The Streetscapes Plan shall include all roads internal to the subdivision.
- 2.7 The Owner covenants and agrees that the detailed design and the construction of all approved landscaping shall be completed in accordance with the provisions of the approved Streetscape Plan and at no cost to the Town.

- 2.8 The following warning clause shall be included in the subdivision agreement with respect to the lots affected or influenced by the approved Noise Study:
- "Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants."
- 2.9 Where noise attenuation features abut the Ninth Line or local road right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to the Town, as follows:
- That no part of any noise attenuation feature shall be constructed on or within the Ninth Line or local road right-of-way;
 - That noise fences adjacent to the Ninth Line or local road right-of-way may be constructed on the private side of the 0.3 metre reserve and may be a maximum of 2 metres in height, subject to the Town's concurrence;
 - The maintenance of the noise attenuation features and fences bordering the right-of-way as referenced in Condition 2.12 b) shall not be the responsibility of the Town.
- 3.0 PARKS and OPEN SPACE
- 3.1 The Owner shall covenant and agree in the subdivision agreement that the detailed design and construction of all approved landscaping and facilities / infrastructure as required by Section 3 of the Conditions, shall be at no cost to the Town or the TRCA, as the case may be, and shall be completed in accordance with the approved Landscaping and Open Space Plan.
- 4.0 MUNICIPAL SERVICE
- 4.1 Prior to the Issuance of Final Approval, the Owner shall submit a storm water management study, prepared by a qualified engineer, detailing the provision of stormwater quality and quantity management facilities, hydraulic gradelines, overland flow routes, erosion and siltation controls (construction and post construction) for approval by the Town and the Toronto and Region Conservation Authority. The Owner acknowledges and agrees that they will be required to construct / modify the existing stormwater management facilities (located within the adjacent subdivision to the south) and associated infrastructure, provide any easements for stormwater management facilities and infrastructure) overland flow routes if as a result of the stormwater management study further revisions are required to accommodate the development of this Plan. The easements for stormwater infrastructure / overland flow routes shall be conveyed to the Town and the TRCA, if required, upon registration of the first phase of the Plan.
- 4.2 The Owner shall acknowledge and agree in the subdivision agreement that Final Approval of the draft plan, or any phase thereof, shall be subject to adequate sanitary sewer capacity and water supply being allocated to the subdivision by the Town.
- 4.3 The Owner shall acknowledge and agree that the recommendations of the Northwest Functional Servicing Study (as may be amended) and the Giffels Phasing Report (as may be amended), as approved by Town Council, shall be reflected in the detailed engineering submissions made in support of the development of the draft plan. Any requirements from Northwest Functional Servicing Study and the Giffels Phasing Report, shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 4.4 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued until the Chief Building Official has been advised by the Town Engineer that water, sewage treatment, utilities and roads satisfactory to the Town Engineer are available to the Lots, except that building permits may be issued by the Town for model homes upon terms and conditions established by the Town.
- 4.5 Prior to the issuance of Final Approval for the draft plan, or any phase thereof, detailed engineering drawings shall be provided by the Owner, which have been prepared by a qualified engineer, which will include, but not limited to grading control plans, plan and profile drawings of all underground and above ground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. to the satisfaction of the Town.
- 4.6 The Owner shall covenant and agree in the subdivision agreement, to design, construct, and/or pay for the construction of public highways, bicycle lanes, curbs, gutters, sidewalks, underground and above ground services, streetlights, stormwater management facilities/ modifications to the stormwater management facilities, street and directional signs, traffic calming controls, off-street trails & paths, etc. to the satisfaction of the Town.
- 4.7 The Owner shall satisfy the Town with respect to any and all financial obligation for external municipal works that are necessary to facilitate the development of the draft plan lands prior to the issuance of Final Approval for the draft plan, or any phase thereof, for municipal works that are not included in the Town's Development Charges Background Study.
- 5.0 ARCHITECTURAL CONTROL
- 5.1 The Owner shall retain a design consultant to formulate an architectural control manual to be submitted to the Town for approval prior to the commencement of the sales and marketing program, and, prior to the execution of the subdivision agreement affecting the first phase of development (industrial and residential). The Owner shall incorporate the requirements and objectives of the Council approved Community of Stouffville Urban Design Guidelines (October 2001), as may be amended, into the architectural control manual being prepared for the draft plan. Enhanced design provisions, affecting both the driveway design and the residential units for the 11m wide lots where a two car garage is proposed will be required as part of the architectural control manual.
- 5.2 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Town approved architectural control manual into all municipal works and landscaping, where relevant, site plan and building permit applications within the draft plan.
- 5.3 The Owner shall covenant and agree in the subdivision agreement to have the design consultant who prepared the approved architectural control manual to certify that each residential building permit application is designed in accordance with the said approved manual prior to the building permit being issued by the Chief Building Official. Further, the cost associated with the review and certification of the residential building permit application by the control architect shall be borne by the Owner.

6.0 UTILITIES

- 6.1 Prior to the execution of the subdivision agreement for the draft plan, the Owner shall prepare an overall composite utility plan to the satisfaction of the Town and all affected authorities/service providers.
- 6.2 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, high speed broadband width telecommunication services, gas and television cable services, shall be constructed at no cost to the Town, as underground facilities within the public highway allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town and affected authorities/service providers.
- 6.3 The Owner shall covenant and agree in the subdivision agreement to enter into an agreement(s) required by any applicable utility company(ies) to undertake the installation of utilities consistent with the approved Composite Utility Plan.
- 6.4 The Owner shall covenant and agree in the subdivision agreement with respect to the provision of natural gas distribution to:
- a) make satisfactory arrangements with the appropriate service authority to install all of the natural gas distribution system within the proposed public highway allowance;
 - b) grade all streets to final elevation prior to the installation of the gas lines; and
 - c) provide the necessary field survey information required for the installation of the gas distribution system all to the satisfaction of the Town and the service provider;

7.0 CANADA POST

- 7.1 The Owner shall covenant and agree in the subdivision agreement to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated community mail box. The Owner will be responsible for notifying the purchaser of the exact community mail box locations prior to the closing of any home lot sale.
- 7.2 Prior to the release for registration of the phase 1 draft plan of subdivision, the Owner will consult with Canada Post Corporation and the Town to determine suitable locations for the placement of community mailboxes, and, will indicate on the appropriate servicing plans;
- a) the location of community mail boxes;
 - b) an appropriately sized section of concrete pad as per municipal standards to place the community mailbox on;
 - c) any required walkways across the boulevard as per Town's requirement;
 - d) any required curb depressions for wheelchair access to the satisfaction of the Town and Canada Post.
- 7.3 The Owner shall covenant and agree in the subdivision agreement to provide suitable temporary community mailbox location(s), which may have to be utilized by Canada Post until the curbs, sidewalk and final grading have been completed at the permanent community mailbox locations.

8.0 DEVELOPMENT CHARGES

- 8.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the first phase of the draft plan at the time the lands are transferred to the first purchasers.
- 8.2 The Owner shall enter into an agreement with the Regional Municipality of York agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to the issuance of Final Approval in accordance with By-law DC-0007- 2007-040, as may be amended from time to

9.0 ENVIRONMENTAL CLEARANCE

- 9.1 The Owner covenants and agrees in the subdivision agreement that if during construction of any infrastructure or buildings within the subdivision contaminated lands are discovered, the Owner shall undertake, at their expense, the necessary measures to identify and deal with the contaminate, in accordance with Ministry of the Environment guidelines, or other guidelines as appropriate, to the satisfaction of the Town.

10.0 HERITAGE AND ARCHEOLOGICAL RESOURCES

- 10.1 Prior to the issuance of Final Approval of the first phase of the draft plan, the Owner shall carry out a cultural heritage assessment for the lands to ensure the proper assessment and identification of built heritage and archaeological resources, and further, to mitigate any identified adverse impacts to significant heritage resources of the Town and the Ministry of Culture.
- No demolition, grading, filling or any form of soil disturbances shall take place on the lands prior to the issuance of a letter from the Ministry of Culture to the Town indicating that all matters relating to heritage resources have be addressed in accordance with licensing and resource conservation requirements.

- 10.2 The Owner covenants and agrees in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture.

11.0 FIRE DEPARTMENT

- 11.1 The Owner acknowledges and agrees that firebreaks lots within the draft plan shall be designated in the subdivision agreement, the satisfaction of the Fire Chief. The Owner shall provide a Letter of Credit in the subdivision agreement in an amount to be determined by the Town at the subdivision agreement state to ensure compliance with this condition.

12.0 REGION OF YORK

- 12.1 Prior to the issuance of Final Approval the Region's Planning and Development Services Dept. shall confirm that adequate water supply and sewage capacity are available and has been allocated by the Town for the development proposed within this Plan or any phase thereof.

- 12.2 The Owner shall satisfy the Region of York that all wells within the Plan, if applicable, have been decommissioned according to Ontario Regulation 903 prior to any construction occurring on this site, and, shall enter in an Agreement with the Region relating to these matters if such an Agreement is required by the Region.
- 12.3 The Owner shall agree in the subdivision agreement that the Owner shall save harmless the Town of Whitchurch-Stouffville and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 12.4 Prior to final approval the Owner shall agree to provide a comprehensive Transportation Demand Management (TOM) program to the satisfaction of the York Region and the Town that identifies TOM programs/measures, implementation and monitoring. Examples of TOM requirements include:
- Provide a TOM checklist that identifies programs / measures, associated costs and agencies that will carry out the implementation;
 - Provide a drawing to illustrate the pedestrian and cycling connections to the boundary roadways and adjacent developments;
 - Provide all new residents with information on available pedestrian, trails, cycling and transit facilities and carpool options within the Community, including a Community map, York Region Transit route map, GO Transit route map and schedule;
 - Provide other incentives (ie: discounted transit passes) to encourage residents to use sustainable modes of transportation.

The estimated costs related to each recommended program or task should be provided as part of the comprehensive TOM Program. York Region and the Town will not assume any financial responsibility for implementing the provision of the TOM Program. The Region or the Town will also require a letter of agreement from the Owner that outlines the proposed timing, funding and commitment from the applicant with regard to the implementation and monitoring of the recommended TOM measures.

- 12.5 Prior to final approval, the Owner shall provide a copy of the subdivision agreement to the Regional Transportation and Community Planning Department, outlining all requirements of the Region of York.
- 12.6 Prior to final approval, the Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required Regional road improvements for this subdivision. The report/plan, submitted to the Regional Transportation & Community Planning Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 12.7 Prior to final approval, the Owner shall provide a written undertaking, to the satisfaction of the Regional Transportation & Community Planning Department, that the Owner agrees to implement the recommendations of the functional transportation report/plan as approved by the Regional Transportation Community Planning Department.
- 12.8 Prior to final approval, the Owner shall submit detailed engineering drawings, to the Regional Transportation & Community Planning Department for review and approval that incorporate the recommendations of the functional transportation report/plan as approved by the Regional Transportation & Community Planning Department. Additionally, the engineering drawings shall include the subdivision storm drainage system erosion and situation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
- 12.9 Prior to final approval, the Owner shall provide a set of engineering drawings, approved by the Town, which indicates the storm drainage system, the overall grading plans and all proposed accesses onto York Region roads, for all lands within this plan of subdivision, to the Regional Transportation & Community Planning Department for verification that all York Region's concerns have been satisfied.
- 12.10 Prior to final approval and concurrent with the submission of the subdivision servicing application (MOE) to the Town, the Owner shall provide three (3) sets of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to the Roads Branch, Attention: Manager, Development Approvals, that includes the following drawings:
- a) Plan and Profile for the York Region road and intersections;
 - b) Grading and Servicing;
 - c) Intersection/Road Improvements, including the recommendations of the Traffic Report
 - d) Construction Access Design;
 - e) Utility and underground services Location Plans;
 - f) Signalization and Illumination Designs;
 - g) Line Painting;
 - h) Traffic Control/Management Plans;
 - i) Erosion and Siltation Control Plans;
 - j) Landscaping Plans, including tree preservation, relocation and removals;
 - k) Requirements of York Region Transit/Viva
- 12.11 Prior to final approval the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Regional Transportation Services Department and illustrated on the Engineering Drawings
- 12.12 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Regional Transportation & Community Planning Department, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 12.13 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Regional Transportation & Community Planning Department, that elevations along the streetline shall be 0.3 metres above the centerline elevations of the York Region roadway, unless otherwise specified by the Regional Transportation Services Department.
- 12.14 Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) All existing woody vegetation within the York Region road right of way,
 - b) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved,

- c) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right's of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
- d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:

Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the subdivision agreement, they will require the approval of the Town and be supported by a Maintenance Agreement between the Town and the Region for Town maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

- 12.15 Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Regional Transportation & Community Planning Department and the Town recommending noise attenuation features related to residential development in proximity to the Ninth Line.
- 12.16 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation & Community Planning Department and the Town, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Regional Transportation Services Department and the Town.
- 12.17 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation & Community Planning Department and the Town, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- 12.18 The following warning clause shall be included in a registered portion of the subdivision agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".
- 12.19 Where noise attenuation features will abut the Ninth Line right-of-way, or, any other internal street, the Owner shall agree in the subdivision agreement, in wording satisfactory to Regional Transportation & Community Planning Department and the Town, as follows:
 - a) that no part of any noise attenuation feature shall be constructed on or within the Ninth Line or any local road right-of-way;
 - b) that noise fences adjacent to York Region and local roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the Town's concurrence;
 - c) That maintenance of the noise barriers and fences bordering on York Region and local road right-of-ways shall not be the responsibility of York Region or the Town; and
 - d) That any landscaping provided on York Region right-of-way by the Owner or the Town for aesthetic purposes must be approved by the Regional Transportation & Community Planning Department and shall be maintained by the Town with the exception of the usual grass maintenance.
- 12.20 Prior to final approval, in order to determine the property dedications' (if any) required to achieve the ultimate right-of-way width of the Ninth Line abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of construction of the Ninth Line.
- 12.21 Prior to final approval, the Owner shall provide a solicitor's, certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
- 12.22 Prior to final approval, York Region requires the Owner to submit to it, in accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/D4 *Records of Site Condition Part XV.1 of the Act* (as amended), a Phase I environmental site assessment prepared and signed by a qualified professional of the Owner's lands and more specifically of the lands to be conveyed to York Region (the "Assessment"). Based on the findings and results of the Assessment York Region may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required. The Assessment and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands to be conveyed must be addressed to York Region, contain wording to "the effect that York Region shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to York Region.
- 12.23 Prior to final approval, the Owner shall certify, in wording satisfactory to the Regional Transportation & Community Planning Department, that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands to be conveyed to York Region (including soils, substrata, surface water and groundwater, as applicable): (i) at a level or concentration that exceeds the *Environmental Protection Act* and O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put by York Region at the time of conveyance or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to York Region.
- 12.24 Direct vehicle access from any Lots or Blocks onto the Ninth Line will not be permitted. Access must be obtained through the internal road network.
- 12.25 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Regional Transportation Services Department, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance, if a buffer of easement is needed to accommodate the local services adjacent to York

Region's Right of Way, then the Owner shall provide a satisfactory buffer or easement to the Town, at no cost to the Region.

- 12.26 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation Services Department that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements.. The Owner shall be entirely responsible for making, any adjustments or relocations, if necessary, prior to the commencement of any construction.

13.0 TORONTO and REGION CONSERVATION AUTHORITY

- 13.1 Prior to the initiation of grading and prior to the registration of this Plan or any phase thereof, the owner shall:
- a) submit a detailed engineering report for the review and approval of the TRCA that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands. This Report shall include:
 - i) plans illustrating how this drainage system will tie into surrounding drainage systems. Matters to be discussed, but are not necessarily limited to. include: overall drainage scheme for the catchment area; the accounting for external flows and how it will be accommodated; and, the design capacity of the receiving system;
 - ii) stormwater management techniques which may be required to control minor and major flows;
 - iii) appropriate Stormwater Management Practices to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to fish and their habitat, groundwater recharge and infiltration, including appropriate Low Impact Development measures to reduce stormwater runoff volume;
 - iv) proposed method for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction;
 - v) location and description of all outlets and other facilities which may require a permit pursuant to Ontario Regulation 166/OS, the Authority's Regulation of Development, Interference with Wetlands and Alterations to Shorelines & Watercourses.
 - b) submit overall grading plans for the subject lands;
 - c) identify any permits and/or approvals that will be necessary to be secured from the TRCA
 - d) submit a hydrogeologic evaluation and water balance study for the site which will:
 - i) Articulate the hydrogeology of the site;
 - ii) Includes a water balance analysis with supporting calculations;
 - iii) Recommends specific measures to maintain groundwater
 - iv) infiltration pre to post development and identifies how and where they should be implemented within the Plan;
 - v) Describes the effects of any temporary dewatering required for the construction of foundations, roads and services;
 - vi) Assesses any potential long term decreases expected in the water table due to the development (ie: foundation drains)
- 13.2 The Owner covenants and agrees in the subdivision agreement, in wording acceptable to the TRCA:
- a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical report referenced in Condition 13.1;
 - b) to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;
 - c) to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA;
 - d) to obtain Authorization under the *Federal Fisheries Act*, if required, through the submission of a comprehensive fish habitat compensation package for the harmful alteration, disruption or destruction of fish habitat.

14.0 ENVIRONMENTAL MONITORING PROGRAM

- 14.1 The Owner covenants and agrees in the subdivision agreement to fully implement and participate in the scope of work/assessment as contained in Council approved Environmental Monitoring Program. The Monitoring Program has been developed by the Town to monitor and evaluate the potential impact of development within the community of Stouffville, and where necessary, to provide the basis to undertake changes in the future form of urbanization to respond to any trends emerging from the monitoring program.
- 14.2 The Owner covenants and agrees in the subdivision agreement that the conclusions / recommendations arising from the Environmental Monitoring Program overtime may necessitate revisions to the form of development in the later phases of the draft plan if those phases have not already received the issuance of Final Approval and Registration.
- 14.3 The Owner covenants and agrees in the subdivision agreement to provide the necessary cash contribution or financial security as established by the Town to pay for the implementation of the Environmental Monitoring Program.

SCHEDULE "B"

ACKNOWLEDGEMENT

Draft Plan of Subdivision
Registered Plan of Subdivision 65M- (the "Plan")

DEVELOPER: _____

BUILDER: BAKER HILL HOMES LIMITED

I/We, the purchasers of Lot _____, shown on the Plan acknowledge that I/we have received from
BAKER HILL HOMES LIMITED and have examined the
Print Name of Builder/Developer

following documents:

1. A copy of Schedule A to the preliminary subdivision agreement for the plan and Schedule I to the subdivision the Plan entitled "An Important Notice to New Home Purchasers from the Town of Whitchurch-Stouffville";
2. A copy of the Preliminary Community Information Map for the Plan;
3. A copy of the Detailed Community Information Map for the Plan;
4. A copy of Schedule B to the Preliminary Subdivision Agreement for the Plan, and Schedule J to the subdivision agreement for the Plan, entitled "Notice Provisions";
5. A copy of Schedule E to the subdivision agreement for the Plan, entitled "Noise Attenuation Statement and Schedule J.

DATED AT STOUFFVILLE, this _____ day of _____, 201_____

Purchaser's Signature

Print Purchaser's Name

Purchaser's Signature

Print Purchaser's Name

SCHEDULE "C"

- (1) The Purchaser acknowledges that the Dwelling to be erected upon the said property is located in a construction site. The Purchaser agrees not to enter upon said property without a) the builder's permission and b) without the appropriate head and footwear if such permission is received. The Vendor in its absolute discretion may invite the Purchasers or one of them as the Vendor deems appropriate to visit and view the dwelling unit with a representative of the Vendor prior to drywall being installed provided that construction timing and weather conditions permit. The Purchaser covenants and agrees that should such entry be permitted by the Vendor, the Purchaser shall enter the premises at their own risk and shall not be permitted entry without wearing all required safety apparel including without limiting the generality of the foregoing safety boots and hard hat and any other apparel that may be required by any governmental authority. The Vendor shall supply hard hat and safety boots to Purchasers at no expense to the Purchasers. The Purchasers covenant and agree that the Vendor assumes no responsibility nor liability for any injury that may occur to any Purchaser and the Purchasers acknowledge and confirm that they assume all liability and responsibility for any injury which they may suffer or incur as a result of such entry. The Purchasers also acknowledge that such entry shall only take place in the presence of and under the supervision of a representative of the Vendor and any visit may be terminated by the Vendor's representative in their sole and absolute discretion. Save as set out herein and in this Agreement, no other entry shall be permitted by the Purchaser to the dwelling until closing. The Purchasers further covenant and agree to execute any form of Release prior to such entry that may be required by the Vendor.
- (2) The Purchaser acknowledges that, in any event, no children under the age of 16 shall be allowed on the said property prior to closing.
- (3) Should the Purchaser enter upon the property without proper permission and safety apparel, the Purchaser agrees to indemnify and save the Vendor harmless from the consequences of any actions or claims brought against the Vendor including under the Occupational Health and Safety Act, and the Vendor will assume no responsibility for any actions or claims brought against the Purchaser including under the Occupational Health and Safety Act.
- (4) The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the Real Property or any part of the subdivision of which the Real Property forms a part whether with or without the authorization, express or implied, of the Vendor.
- (5) The Purchaser agrees that if the Vendor is required to install air conditioning on the Real Property pursuant to the terms of the Subdivision Agreement, then the Purchaser shall pay to the Vendor on closing the cost of such air conditioning, including taxes thereon.
- (6) The Purchaser covenants and agrees that it shall not enter into any arrangement directly or indirectly with any sub-trade employed by the Vendor in the construction of the Dwelling for the purpose of performing, prior to closing, any additional work or upgrades required by the Purchaser. The Purchaser shall not do any work on the premises before closing either alone or by trade or sub-trade without the Vendor's written permission. If the Purchaser obtains the Vendor's written permission, the Purchaser agrees that the Vendor shall not be responsible for any delays in completion occasioned by the Purchaser's work on the Dwelling prior to closing, and the closing date will remain the same as set out in the Agreement of Purchase and Sale or any amendment thereto. Further, the Vendor shall have no responsibility whatsoever with respect to any incomplete or deficient works or damages resulting therefrom which occurs as a result of any work done by the Purchaser prior to closing and the Purchaser further acknowledges and agrees that the work done by the Purchaser, trade or sub-trade is not covered by Vendor's Guarantee or by Tarion. The Purchaser further covenants and agrees that any work done after closing on the Dwelling at the Purchaser's request by any trade or sub-trade, whether or not employed by the Vendor, shall not be covered by the Vendor's Guarantee or by Tarion. The Purchaser shall not, prior to closing, enter upon the property unless accompanied by a representative of the Vendor. This clause shall not merge on the closing of the sale transaction but shall survive same.
- The Purchaser acknowledges that breach of its obligations contained in this Agreement, including, without limitation, the Purchaser failing to make its colour and material choices within the time frame provided for herein shall result in termination of the herein Agreement at Vendor's option, or if the Vendor does not elect to terminate this Agreement as aforesaid it has the right to complete the Dwelling without regard to the Purchaser's actions and the Purchaser shall indemnify the Vendor for any losses or damages it may suffer as a result of the Purchaser's breach as aforesaid including all compensation that may be payable by the Vendor to the Purchaser for any delay in closing pursuant to the Tarion requirements and any additional costs incurred by the Vendor and, in this regard, the Vendor shall be entitled to credit itself with same on the Statement of Adjustments..
- (7) The Purchaser is advised that the exterior elevation, appearances and finishings will be similar to pictures or renderings but may not necessarily be identical. The Purchaser acknowledges Vendor's advice that at Vendor's discretion door swings may be different from those indicated on brochures and agree to accept door swings as adjusted at Vendor's discretion.
- (8) The Purchaser agrees and acknowledges that in addition to the purchase price and those matters provided for elsewhere in the Agreement of Purchase and Sale, he also agrees to pay on closing as an adjustment all costs incurred by the property for the following: Hydro, cable, phone and/or water connections and/or installation costs for the real property, internal lot service, water and hydro meter charges, hydro trenching, cost to register Application to Delete Restrictions, Canada Post super mailbox fee (if applicable), tree planting as required for the entire subdivision pursuant to the Subdivision Agreement pro-rated on a per lot basis, whether or not the subject lot has any such tree or trees, Real Estate Transaction Levy. The costs of the foregoing shall be absolutely determined by the Vendor and pro-rated where applicable and shall be paid, by way of adjustment, on closing by the Purchaser in accordance with a Statutory Declaration executed by an officer or employee of the Vendor setting forth the cost of each of the foregoing and delivered to the Purchaser on or before closing. The parties agree that the maximum costs to the Purchaser of the items set out in this paragraph shall be One Thousand Seven Hundred (\$1,700.00) Dollars, except if the property being purchased herein is a corner lot, which will require flankage fencing in which case the maximum cost to the Purchaser shall be Two Thousand Seven Hundred (\$2,700.00) Dollars. The Purchaser agrees to pay all relevant taxes in connection with the subject purchase transaction which shall be in addition to the purchase price and may be included on the Statement of Adjustments.
- (9) The Purchaser agrees to pay on the closing of the above-noted transaction to the Vendor the sum of Six Hundred and Fifty (\$650.00) Dollars for the paving of a double driveway and Four Hundred and Fifty (\$450.00) Dollars for the paving of a single driveway.
- The Purchaser agrees to pay on closing the sum of Five Hundred (\$500.00) Dollars for grading the property in accordance with the requirements of the Municipality.
- (10) The Purchaser acknowledges that if the Vendor is required to construct a fence at the rear or side of the Property in accordance with the terms of the Subdivision Agreement for this Property, then the Purchaser will pay to the Vendor, on closing, the sum of One Thousand Dollars (\$1,000.00) for the fence erected or to be erected on the Property.
- (11) The Purchaser of the above-noted property hereby acknowledges that the Vendor will not be installing decks of any kind from any sliding glass doors or any other opening of any kind located on the subject dwelling and will only be installing safety guard rails across the said sliding glass doors or any other opening of any kind on the subject dwelling. All doorguards will be painted black and secured through the exterior finish. The Purchaser hereby further acknowledges that any deck installed on the subject dwelling will be installed by the Purchaser, at its expense, after closing.

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 (please initial)
- (12) The Purchaser agrees to complete the herein transaction notwithstanding the existence on the Property of any retaining walls and catch basins required pursuant to any engineering drawings or otherwise deemed to be required by the Vendor, its architect or engineer whether or not the Purchaser was notified of same prior to entering this Agreement.

SCHEDULE "FT"

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

SCHEDULE "H"

GOODS AND SERVICES TAX and HARMONIZED SALES TAX

The Vendor and the Purchaser covenant and agree as follows:

1. (a) The Purchase Price includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter and hereinafter collectively referred to as the "HST"), and that the Vendor shall remit the HST to Canada Revenue Agency ("CRA") on behalf of the Purchaser following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue in its Information Notice dated June 2009 – No. 2 (the "Ontario Circular") (collectively, the "Rebate") and further warrants and represents that the Purchaser is a natural person who is acquiring the Real Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date, the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Real Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST Transitional Housing Rebate referred to in the Ontario Circular (the "Transitional Rebate") in connection with the Purchaser's acquisition of the Real Property, save as otherwise may be hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims and interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors' request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively the "Rebate Forms"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any losses, costs, damages and/or liabilities (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:
 - i. (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Closing Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
 - ii. (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

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

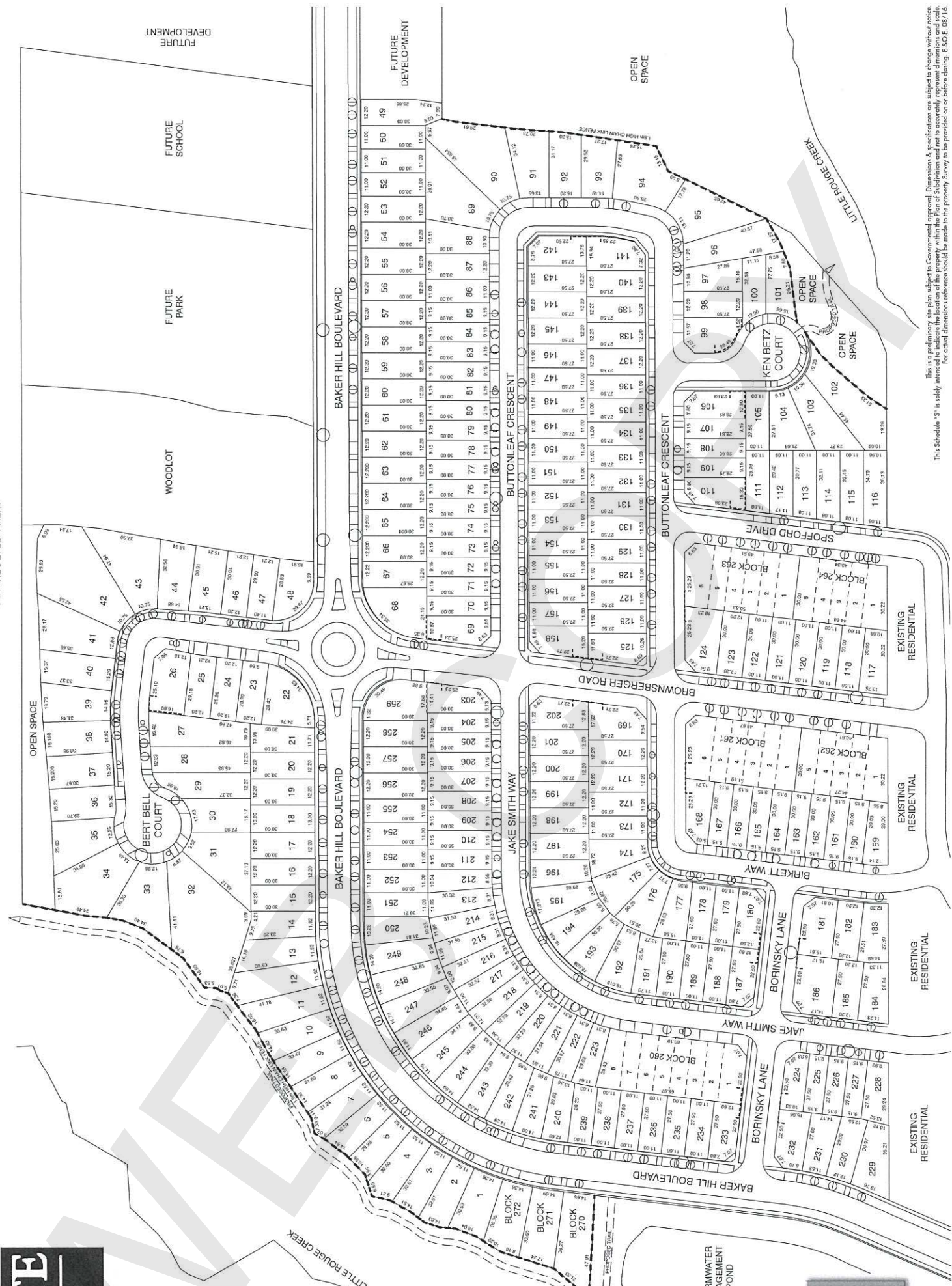


Schedule 'S'

EXISTING
COMMERCIAL &
INDUSTRIAL



FUTURE DEVELOPMENT



STOUFFVILLE

This is a preliminary site plan subject to Governmental approval. Dimensions & specifications are subject to change without notice. This Schedule 'S' is solely intended to indicate the location of the property within the plan of Subdivision and not to accurately represent dimensions and scale. For actual dimension reference should be made to the property Survey to be provided on or before closing. EAO E 08/16.

SCHEDULE "T"
FOR USE IN FREEHOLD
PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Property including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number(s), age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below and in respect of residency status and social insurance number only for the limited purpose described in subparagraphs (g) and (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and color/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- a) any companies or legal entities that are associated with, related to or affiliated with the Vendor and are developing one or more other developments or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new developments or projects and/or related services to the Purchaser and/or members of the Purchaser's family;
- c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;
- f) one or more providers of any security alarm system, cable television, telephone, telecommunication, hydro-electricity, water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide any such personal information to an entity providing security alarm services;
- g) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to HST including the Purchaser's Social Insurance Number or business registration number, as the case may be);
- h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended;
- i) the Vendor's solicitors and/or Purchaser's solicitors, to facilitate the closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- j) any real estate agent, real estate broker and/or mortgage broker involved in the Purchaser's purchase of the Property to facilitate the completion of this transaction or the sale of the Purchaser's existing property; and
- k) any person, where the Purchaser further consents to such disclosure.