

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: **LESLIE HOMES LIMITED**

Lot No. \_\_\_\_\_ Plan No. 43M- \_\_\_\_\_ Municipality: AURORA

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-1, 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 SOLICITOR:

KAMINKER WEINSTOCK & ASSOCIATES  
Hart Kaminker  
Barrister & Solicitor  
40 Eglinton Avenue, Suite 403  
Toronto, Ontario M4P 3A2

LESLIE HOMES LIMITED

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

Phone: 416-840-0525  
Fax: 416-840-0506

LESLIE HOMES LIMITED - June 2015

Purchaser Initials: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_

Property \_\_\_\_\_  
\_\_\_\_\_

## Statement Of Critical Dates Delayed Closing Warranty

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

**NOTE TO HOME BUYERS:** Please visit Tarion's website: [www.tarion.com](http://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.

Note that the dates marked with \* are not firm dates, but rather reflect the latest date the event in question could occur. Each of these dates may be set earlier than the date shown, as described below and explained in more detail in the Addendum. When a Second Tentative Closing Date, a Firm Closing Date or a Delayed Closing Date is formally set, some or all of the subsequent dates may change as well. The Purchaser should consult Tarion's website, and the Addendum, for further information on how to calculate revised Critical Dates.

**VENDOR**

Full Name(s) \_\_\_\_\_

**PURCHASER**

Full Name(s) \_\_\_\_\_

**1. Critical Dates**

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

the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

A Second Tentative Closing Date can subsequently be set by the Vendor by giving proper written notice within the 90-day time period noted in section 2 below. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as:

the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\*

The Vendor must set a Firm Closing Date by giving proper written notice within the 90-day time period noted in section 2 below. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as:

the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\*

*If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Closing Date.*

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

the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\*

**2. Notice Period for a Closing Delay**

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser's consent, can delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date.

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

the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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

the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**3. Purchaser's Termination Period**

If the home is not complete by the Outside Closing Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period could end as late as:

the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 9, 11 and 12 of the Addendum).

**Note:** Anytime 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 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 7 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. It 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 "Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

The Vendor shall complete all blanks set out below.

<b>VENDOR</b>			
Full Name(s) _____			
Tarion Registration Number _____		Address _____	
Phone _____	City _____	Province _____	Postal Code _____
Fax _____		Email _____	
<b>PURCHASER</b>			
Full Name(s) _____			
Address _____			
Phone _____	City _____	Province _____	Postal Code _____
Fax _____		Email _____	
<b>PROPERTY DESCRIPTION</b>			
Municipal Address _____			
City _____	Province _____	Postal Code _____	
Short Legal Description _____			
<b>INFORMATION REGARDING THE PROPERTY</b>			
The Vendor confirms that:			
(a)	The Property is within a plan of subdivision or a proposed plan of subdivision.	<input type="radio"/> Yes	<input type="radio"/> No
	If yes, the plan of subdivision is registered.	<input type="radio"/> Yes	<input type="radio"/> No
	If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.	<input type="radio"/> Yes	<input type="radio"/> No
(b)	The Vendor has received confirmation from the relevant government authorities that there is sufficient:		
	(i) water capacity, and (ii) sewage capacity to service the Property.	<input type="radio"/> Yes	<input type="radio"/> No
	If yes, the nature of the confirmation is as follows: _____		
	If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: _____		
(c)	A building permit has been issued with respect to the Property.	<input type="radio"/> Yes	<input type="radio"/> No
(d)	Commencement of Construction: <input type="radio"/> has occurred; or <input type="radio"/> is expected to occur by the _____ day of _____, 20____.		
	The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.		

**1. Definitions**

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

“**Closing**” means the completion of the sale of the Property 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 Date**” means the date on which the Vendor agrees to Close, in the event the Vendor cannot close on the Firm Closing Date, as set in accordance with section 6.

“**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 latest date that the Vendor can set as a Delayed Closing Date before the Purchaser’s right to terminate the Purchase Agreement for delay arises, calculated in accordance with paragraph 11(b).

“**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

“**Second Tentative Closing Date**” means the updated estimated date (if applicable) that the Vendor anticipates that it will be able to Close, as set in accordance with section 3.

“**Statement of Critical Dates**” means the Statement of Critical Dates attached to or accompanying this Addendum (in form to be determined by the Tarion Registrar from time to time). The Statement of Critical Dates must be signed by both the Vendor and Purchaser.

“**The 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 7(b), and the date on which the Unavoidable Delay concludes.

**2. 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 2(i), (j) and (k) 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 2(i) or (j), 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:
  - (i) This Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), will result in the automatic termination of the Purchase Agreement.  Yes  No
  - (ii) If yes, 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:
 

**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 cannot be later than 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 by paragraph 2(k).

*Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*
- (d) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph 2(c)(ii) and any appendix listing additional Early Termination Conditions.
- (e) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions listed in subparagraph 2(c)(ii).
- (f) 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.
- (g) 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.



**2. Early Termination – Conditions (continued)**

- (h) 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.
- (i) The Purchase Agreement may be conditional until Closing upon compliance with the subdivision control provisions (section 50) of the Planning Act (Ontario), which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) 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.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (i.e., 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.

**3. Setting the Tentative Closing Date 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 set out, in the Statement of Critical Dates, the First Tentative Closing Date.
- (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 no later than 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 no later than 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 no later than 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) must set out the Second Tentative Closing Date or Firm Closing Date, as the case may be, and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

**4. Changing the Firm Closing Date – Three Ways**

- (a) The Firm Closing Date, once set or deemed to be set in accordance with section 3, can be changed only:
  - (i) by the mutual written agreement of the Vendor and Purchaser in accordance with section 5;
  - (ii) by the Vendor setting a Delayed Closing Date in accordance with section 6; or
  - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 7.
- (b) If a new Firm Closing Date is set in accordance with section 5 or 7, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

**5. Changing Critical Dates – By Mutual Agreement**

- (a) This Addendum sets out a structure for setting, extending and/or accelerating Closing dates, which cannot be altered contractually except as set out in this section 5 and in paragraph 7(c).
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend a Firm Closing Date or a Delayed Closing Date in each case to a new specified calendar date. The amendment must comply with the requirements of section 10.
- (c) The Vendor and Purchaser may at any time after signing the Purchase Agreement mutually agree in writing to accelerate the First Tentative Closing Date and correspondingly reset all the Critical Dates provided that:
  - (i) the mutual amendment is signed at least 180 days prior to the First Tentative Closing Date;
  - (ii) all the Critical Dates including the Outside Closing Date are moved forward by the same number of days (subject to adjustment so that Critical Dates fall on Business Days);
  - (iii) a new Statement of Critical Dates is signed by both parties at the time the amendment is signed and a copy is provided to the Purchaser; and
  - (iv) the Purchaser is given a three (3) Business Day period in which to review the amendment after signing and if not satisfied with the amendment may terminate the amendment (but not the balance of the Purchase Agreement), upon written notice to the Vendor within such 3-day period.

Any such amendment must be by mutual agreement and, for greater certainty, neither party has any obligation to enter into such an amendment.

- (d) 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 Close 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.
- (e) 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.

**6. Changing the Firm Closing Date – By Setting a Delayed Closing Date**

- (a) If the Vendor cannot Close on the Firm Closing Date and sections 5 and 7 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 9.
- (b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date. However, if the Vendor selects a Delayed Closing Date that is more than 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, then the Vendor's written notice setting the Delayed Closing Date shall include a statement explaining that the Purchaser need not accept the full delay and will have the right to terminate the Purchase Agreement after 365 days of delay as described in section 11.
- (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 no later than 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 9(c).
- (d) If a Delayed Closing Date is set and 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 7 or is mutually agreed upon under section 5, in which case the requirements of those sections must be met. Paragraphs 6(b) and 6(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 11.

**7. 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: 10 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 10 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 7(c), the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 9 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section must set out the revised next Critical Date and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

**8. Building Code – Conditions of Occupancy**

- (a) On or before the date of Closing, the Vendor shall deliver to the Purchaser:
  - (i) where a registered code agency has been appointed for the building or part of the building under the *Building Code Act* (Ontario), a final certificate with respect to the home that contains the prescribed information as required by s. 11(3) of the *Building Code Act*, or
  - (ii) where a registered code agency has not been so appointed, either:
    - (A) an Occupancy Permit (as defined in paragraph (d)) for the home; or
    - (B) a signed written confirmation by the Vendor that: (I) provisional or temporary occupancy of the home has been authorized under Article 1.3.3.1 of Division C of the *Building Code*; or (II) the conditions for residential occupancy of the home as set out in s. 11 of the *Building Code Act* or Article 1.3.3.2 of Division C of the *Building Code*, as the case may be (the "Conditions of Occupancy") have been fulfilled.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for certain Conditions of Occupancy (the "Purchaser Obligations"):
  - (i) the Purchaser may not refuse to Close on the basis that the Purchaser Obligations have not been completed;
  - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling the Conditions of Occupancy (other than the Purchaser Obligations), a signed written confirmation that the Vendor has fulfilled such Conditions of Occupancy; and
  - (iii) if the Purchaser and Vendor have agreed that the Conditions of Occupancy (other than the Purchaser 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)(iii), 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)(iii), 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 6, and delayed closing compensation shall be payable in accordance with section 9. 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)(iii) is because the Purchaser has failed to satisfy the Purchaser Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written 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 the fact that authority to occupy the home has been granted.

**9. Delayed Closing Compensation**

- (a) The Vendor warrants to the Purchaser that, if the Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 5 or 7), then the Vendor shall compensate the Purchaser for all costs incurred by the Purchaser as a result of the delay up to a total amount of \$7,500, which amount includes payment to the Purchaser 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).
- (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 paragraphs 11(b), (c) or (e) 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 *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 6(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.
- (d) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the First Tentative Closing Date instead of setting a Second Tentative Closing Date under section 3, then delayed closing compensation is payable from the date that is 240 days after the First Tentative Closing Date. Similarly, if the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the Second Tentative Closing Date instead of setting a Firm Closing Date under section 3, delayed closing compensation is payable from the date that is 120 days after the Second Tentative Closing Date.
- (e) 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.
- (f) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation within 180 days after Closing 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 9 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 delayed closing compensation payable by the Vendor.
 A true copy of the acknowledgement (showing clearly the municipal address and enrolment number of the home on the first page) shall be provided to Tarion by the Vendor within 30 days after execution of the acknowledgement by the parties.
- (g) If the Vendor and Purchaser cannot agree as contemplated in paragraph 9(f), 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 sales transaction is terminated under paragraphs 11(b), (c) or (e), in which case the deadline is 180 days after termination for a claim to the Vendor and one (1) year after termination for a claim to Tarion.

**10. Changes to Critical Dates**

- (a) Whenever the parties by mutual agreement extend or accelerate either the Firm Closing Date or the Delayed Closing Date this section applies.
- (b) If the change involves acceleration of either the Firm Closing Date or the Delayed Closing Date, then the amending agreement must set out each of the Critical Dates (as changed or confirmed).

*10. Changes to Critical Dates (continued)*

- (c) 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 9 above;
  - (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 (the "Compensation"); and
  - (iii) contain a statement by the Purchaser that the Purchaser waives compensation or accepts the above-noted Compensation, 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.
- (d) If the Purchaser for his or her own purposes requests a change of date or dates, then paragraph 10(c) shall not apply.

**11. Termination of the Purchase Agreement**

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written consent, such written consent to be given at the time of the termination.
- (b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred within 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, 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, then the Delayed Closing Date shall be the date set by the Vendor under paragraph 6(b).
- (c) If calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or 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 requirements of section 2.
- (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 delay in Closing alone.

**12. Return of Monies Paid on Termination**

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), the Vendor shall return 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 return to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor and/or a termination agreement as a prerequisite to obtaining the return of monies payable as a result of termination of the Purchase Agreement under this paragraph.
- (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 the Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs 12(a) and (b), if either party initiates legal proceedings to contest termination of the Purchase Agreement or the return of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

**13. 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 *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.

**14. 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.

**15. 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.
- (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 paragraph 15(b), 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, the party shall send written notice of the change of address/contact number to the other party.
- (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.



## SCHEDULE A

### Types of Permitted Early Termination Conditions (Section 2)

#### 1. The Vendor of a freehold 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 a 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 a Freehold Project on terms satisfactory to the Vendor has been arranged by 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 2(h) 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 must describe the Freehold Project in reasonable detail following the heading "Description of the Early Termination Condition" in subparagraph 2(c)(ii) of the 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), 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).

#### 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 occupancy 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 occupancy 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
Title Direction	\$275.00	Schedule "X"	Paragraph 2(h)
Discharge of Mortgage	\$125.00	Schedule "X"	Paragraph 3(e)
Electronic Registration	\$200.00 plus HST	Schedule "X"	Paragraph 13(b)
Grading Fee	\$500.00	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		Schedule "C"	Paragraph 8
The above (9) closing costs to be capped	\$1350.00 for regular lots	Schedule "C"	Paragraph 8
The above (9) closing costs to be capped	\$1850.00 for Corner lots	Schedule "C"	Paragraph 8
Real Estate Land Taxes (i) Estimated or actual	(i) To be apportioned and allowed to Closing Date	Schedule "X"	Paragraph 5
(ii) Holdback	(ii) To be determined by Vendor on or before Closing Date		
Air Conditioning	Pursuant to the Subdivision Agreement	Schedule "C"	Clause 5
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)
Walk-out/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		
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 TARIION 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 therefore, 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.

Any grading fee required in the Agreement of Purchase and Sale or Lease for units in the Plan is NOT a requirement of the Town of Aurora. The Town of Aurora does not control the return of such deposit and purchasers/tenants must direct inquiries regarding this return to the Vendor/landlord.

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 with the designated supplier for the said hot water heater and tank prior to closing 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 his spouse, son and /or daughter and no other party without 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 AND TREES:

- (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.

The Purchaser further acknowledges that a tree may or will be planted on the Property at the Vendor's expense. The Purchaser agrees that he shall be solely responsible for watering, and general maintenance of the said tree from the closing date or from the date that the tree is planted, whichever shall be the later, and the Vendor shall have no obligation in that regard.

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 Tarion 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 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 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 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.

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 Vendor's 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 12 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 24% per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts of 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. 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 firm 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 registerable documentation); and
  - (iii) shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement.
- (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.
- (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Property until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (e) Each of the parties hereto agrees that the delivery of any executed documents not intended for registration on title to the Property shall be delivered to the other party no later than the Closing Date unless alternate arrangements are agreed to between the solicitors.
- (f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered photocopies of all closing documents, keys and/or photocopies of any funds to the Purchaser's solicitor, it being understood that the Vendor making the keys available 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. 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.

15. 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.

16. 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.

17. 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 'A'

### SJ HOMES LIMITED & LESLIE HOMES LIMITED FREEHOLD TOWNHOMES, SEMI-DETACHED, 32', 38' & 43' SINGLES

#### DISTINCTIVE EXTERIOR CONSTRUCTION FEATURES ARCHITECTURALLY SELECTED

1. Superior architecturally designed homes with inspired brick and/or stone, pre-cast stone accents, vinyl siding, exterior trim features, hardie board and/or smartside and vinyl siding (on gable ends) in selected locations and as per elevation, concrete porches, decorative columns and shutters. Soldier coursing, arches, keystone and masonry detailing in brick as per elevation (side window indentation to be vinyl).
2. 2" x 6" exterior wall construction. Townhomes and semi-detached will have offset 2"x4" studs and sound attenuation insulation to reduce sound transmission.
3. Custom grey precast individual house numbers.
4. Entry-resistant framing on all perimeter doors.
5. Glazed panel in front entry door or sidelight (as per elevation).
6. Oversized eavestroughs. Downspouts deliver rain water to front, rear or side yards.\*
7. Self-sealing fiberglass shingles (25 year manufacturer's warranty).
8. Pre-finished maintenance free aluminum or vinyl, soffits, fascia, downspouts and vinyl siding.\*
9. Steel clad insulated entry and exterior doors with weather-stripping and dead bolt lock.
10. Luxury exterior low E argon vinyl casement or hung windows on front elevation, low E vinyl casements on sides and rear.\*
11. Taller windows on main floor and inset grilles on front elevations only.\*
12. Low E argon vinyl thermo slider basement windows with screens.
13. Premium quality moulded paneled sectional roll-up garage doors with plexiglass inserts equipped with heavy-duty springs and long life rust-resistant door hardware. \*
14. Poured concrete basement walls with heavy damp proofing and weeping tile. Pre-formed drainage membrane to all exterior walls excluding garage.
15. Front and rear of lot to be graded and sodded.
16. Pre-cast concrete slab walk to front entry from driveway and 6 precast concrete slabs at rear sliding patio/garden door at walkout to rear yard, excluding lots with a doorguard, all doorguards will be painted black and secured through the exterior finish. \*
17. Two exterior taps- one in garage and one in rear, and four exterior electrical outlets, one in front, one in rear and two holiday outlets located in front soffit complete with switch all with ground fault protection.
18. Elegant black grip set for front door lock set and two exterior black coach lamps. \*
19. All windows are fully caulked with quality brand caulking.
20. Asphalt paved driveway included in purchase price. Vendor not responsible for future settlement.
21. All opening windows and patio doors are complete with screens.
22. Direct insulated access door from garage to house with deadbolt and safety closer if grade permits. \*

#### GOURMET KITCHEN FEATURES

1. Upgraded kitchen, furniture finish kitchen cabinets with taller upper cabinets. +
2. Townhomes and semi-detached designs will have laminate kitchen countertops and singles will have granite level 1 with 3/4" straight-edge countertop in kitchen without a bullnose or counter backsplash. Between the granite and the wall, it will be sealed with clear silicone. \*+
3. Singles will have ceramic backsplash in kitchen above counter. \*+
4. Double stainless steel ledge-back surface-mounted kitchen sink with single lever faucet and vegetable spray.
5. Deluxe white kitchen exhaust fan with 8" exhaust vented to exterior.
6. Dishwasher rough-in includes electrical and plumbing only with space for dishwasher. Hook up, cabinet and door not included. Electrical for dishwasher disconnected at panel/breaker.
7. Dedicated electrical outlet for refrigerator.
8. Split electrical outlets at counter level for small appliances.
9. Heavy-duty receptacle for stove.
10. Colour co-ordinated kickplates to compliment cabinets.
11. Refrigerator niche and breakfast bar in kitchen. \*

#### LUXURY BATHROOM FEATURES

1. Water resistant board on tub and shower enclosure walls up to ceiling.
2. Purchaser's choice of deluxe cabinets for vanity in main bath, ensuite, and secondary ensuite (where applicable) and laminate countertops.
3. Strip lighting in all bathrooms and powder room.
4. Colour co-ordinated kickplates to compliment cabinets.
5. Mirrors in all bathrooms (approx. full width of vanity), oval mirror in powder room.
6. Ensuite bath off master bedroom with elegant raised bath and separate shower. \*
7. Electrical outlets with ground fault protection for small appliances beside vanity in all bathrooms.
8. Exhaust fans vented to exterior in all bathrooms.
9. Privacy locks on all bathroom doors.
10. Single-lever washerless faucets with pop-up plugs in all vanities.
11. Vanity with sink or pedestal sink in powder room. \*
12. Choice of 6" x 8" ceramic wall tile for main bathtub enclosure and shower stall walls.
13. Choice of 12" x 12" ceramic floor tile for ensuite tub deck where applicable. Choice of two rows of 6" x 8" ceramic wall tile or one row of 12" x 12" ceramic floor tile for ensuite tub surround. \*+
14. Ceramic bathroom accessories to include towel bar and toilet tissue dispenser.
15. Acrylic bathtub in main bathroom and secondary ensuite. \*
16. Water temperature balance sensor in shower/tub.
17. Vapourproof light in all separate showers.

#### DISTINCTIVE INTERIORS

1. 9' 0" high ceiling on ground floor and second floor (except in powder room or main floor laundry room and where mechanical or duct work requires a lower height) and 8' 0" high ceiling on second floor on all townhomes. \*
2. Semi-detached designs & singles will have tray ceilings with approximately 10' raised area in the master bedroom. Townhomes will have approximately 9' raised area in master bedroom. Angled area and raised area inside offerred area only to have smooth ceiling. \*
3. Stair landing to match the 1st floor area covering.
4. Oak stairs with oak hand rail (3"), oak pickets (1 3/4"), oak nosing and stringer on the main staircase in natural finish.
5. Clarendon panel interior passage doors throughout (excluding sliding closet doors rounded or oversized arches).
6. Arristocrat 4 1/4" baseboard throughout with quarter-round in all tiled areas.
7. Arristocrat 2 3/4" casing on all swing doors, main floor archways, and windows throughout in all finished areas where applicable. (excluding rounded or oversized arches)\*
8. All drywall applied with screws, using a minimum number of nails.
9. Brushed nickel knob interior door hardware (hinges paint grade).

#### FAMILY OR GREAT ROOM FIREPLACE

1. Gas fireplace complete with glass panel and gas log with ignition switch. Townhomes and semi-detached designs will have MDF trim painted white. Singles will have a 3 piece marble facing. Townhomes will have an electric fireplace. +\*

#### MAIN FLOOR OR 2ND FLOOR LAUNDRY ROOM FEATURES

1. Laundry tub with hot and cold-water faucets. \*
2. Heavy-duty electrical outlet for dryer.
3. Dryer vented to exterior.
4. Cabinet above future washer and dryer. \*

#### LIGHTING AND ELECTRICAL FEATURES

1. Electrical outlets in all bathrooms and powder room include ground fault protection.
2. 100 amp electrical service with breaker panel.
3. All wiring in accordance with Ontario Hydro standards.
4. Light fixtures in all bedroom ceilings and in kitchen, dining room, family room, bathrooms, laundry room, upper hall and switched electrical outlet in living room. \*
5. One electrical outlet on the garage wall and one on the garage ceiling for each garage door for a future garage door opener and one in unfinished area of basement under electrical panel.

6. Smoke detector in main hall, upper hall and basement.
7. Electronic door chime.
8. Cable tv outlet in family room and master bedroom.\*
9. Telephone rough-in for kitchen, family room and master bedroom.
10. Rough-in central vacuum outlets. Central vacuum terminates in garage.
11. Dedicated electrical outlet within 3' of central vacuum termination in garage.
12. Carbon monoxide detector.
13. Rough-in security for main floor only - on all external main floor doors and operating windows.
14. White Decora-style light switches and plugs throughout.

#### HEATING INSULATION AND ENERGY EFFICIENT FEATURES

1. Forced air high-efficiency gas furnace with electronic ignition power vented to exterior.
2. Dehumidifier with dedicated outlet in basement and humidifier installed on furnace to assist in balancing moisture level.
3. Duct sized for future air-conditioning
4. Thermostat centrally located on main floor.
5. All insulation in exterior walls, roof and in basement in accordance with the standards set as per the building code and expanding foam insulation on garage ceiling under living space.
6. House sealed in vapour barrier as per building code.
7. Weather stripping on all exterior doors.
8. 2-2" conduits from the basement to above the insulation in the attic for future solar panels installed by purchaser.\*

#### PAINTING

1. One coat of quality paint and one coat of primer using only low VOC paints on all walls.
2. Trim and doors to be painted "luscious" white.
3. Choice of one colour for walls from vendor's 4 samples.
4. Smooth ceilings throughout main floor.
5. Sprayed stipple ceiling with smooth borders throughout second floor except in bathrooms and finished laundry (walk-in closets will have sprayed stipple ceilings only).\*

#### FLOOR COVERINGS

1. 3" x 3/4" natural prefinished hardwood on main floor excluding tiled areas.+\*
2. Choice of quality imported 12 x 12, 13 x 13 ceramic floor tile standard through vestibule, kitchen/ breakfast area, powder room, all bathrooms, and above-grade laundry room. \*+
3. 40 oz. broadloom with 12mm underpad on second floor excluding tiled areas (one colour throughout). +
4. Engineered floor system throughout with 3/4" tongue and groove subflooring to be glued, nailed, screwed and sanded.

#### SECURITY AND TECHNOLOGY

1. Monitored security system consisting of DSC 4 zone PC500 control, keypad, motion detector, and magnetic contacts on all external main floor doors and operating windows will be installed with Purchaser's order of monitoring service from builder's supplier. (See your Décor Representative for details).

#### WATER CONSERVATION FEATURES

1. Single flush toilets with maximum 4.85 litres per flush.\*
2. Lavatory faucets with maximum 5.87 litres per minute flow.+
3. Shower faucets with maximum 7.5 litres per minute flow.+
4. Minimum of 6" of topsoil on grassed area.
5. One rain barrel per designated home to reduce stormwater run-off.+\*

#### ALSO INCLUDED

1. Cold cellar with a steel insulated door and a floor drain. \*
2. Rough-in drains for 3 piece bathroom in basement.
3. Shut-off valves on all hot and cold water lines on all sinks and on toilets.
4. Mortgage survey, provided at no additional cost.
4. Garage floor and driveway sloped for drainage.
5. Concrete garage floor with reinforced grade beams.
6. Poured concrete front porch.
7. Architecturally pre-determined sitings and exterior colours.
8. Concrete basement floor with drain.
9. Professional home cleaning prior to occupancy including windows. Ducts will be cleaned after closing.

#### WARRANTY:

Fieldgate Homes warranty backed by TARION's (Ontario New Home Warranty Program) Excellent Service Rating includes complete customer service program for one full year.

#### TWO YEAR WARRANTY PROTECTION:

- The home is free from defects in workmanship and materials including caulking windows and doors so that the building prevents water penetration.
- Defects in workmanship and materials in the electrical, plumbing and heating systems.
- Defects in workmanship and materials, which result in the detachment, displacement or deterioration of exterior cladding.
- Violations of the Ontario Building Code's Health and Safety provisions.
- Warranties are limited to the requirements established by the Ontario New Home Warranty Plan Act.

#### SEVEN YEAR WARRANTY PROTECTION (MAJOR STRUCTURAL)

- A major structural defect is defined in the Ontario New Home Warranty Plan Act as:
- A defect in workmanship and materials that results in the failure of a load-bearing part of the home's structure, or any defect in workmanship or materials that adversely affects your use of the building as a home.

#### \*AS PER PLAN

#### +AS PER VENDOR'S STANDARD SAMPLE

Purchaser shall have the right to select floor coverings, tile, cabinets and countertops, bathroom fixture and purchase upgrades from the Vendor's samples subject to their timely availability from the Vendor's normal supplier and provided that the same have not already been ordered for this house. Variations from Vendor's sample may occur in bricks, finishing material, kitchen and vanity cabinets, floor and wall finishes due to the normal production process and between the colour of the basement windows and the windows on the rest of the home. Purchaser is notified that the laundry area may be lowered to accommodate side yard drainage, in extraordinary cases, door(s) from inside the home to garage will be eliminated or, provided it is permitted by the municipal building code, a landing may be added in the garage, at Vendors discretion. Steps where applicable, may vary at any exterior or interior entrance way due to grading variance. Purchasers are notified that the new home design may have an attic hatch located in a closet and/or on an interior wall. Corner lots and priority lots may have special treatments which may require window or external stair location changes and interior modifications to balance and improve the elevations of the house exposed to the street or to conform to zoning. The Purchaser accepts these changes as necessary. When Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The house erected or to be erected on the above lot shall contain the features listed above. The floor plan shall be that plan illustrated in the Vendor's latest sales brochure for the model type purchased. The Purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain certain features and upgrade finishes and augmented services, which may not be included in the basic model type. Most additional features on display in the model home are available as extras. The Purchaser is notified that due to siting and grading conditions, rooflines may not be exactly as shown, some end units will share a common wall with adjoining unit. Due to grading conditions, risers may be necessary at the front and rear entries. Rooflines may vary due to structural roof framing conditions. Variations in uniformity and colour from Vendor's samples may occur in finished material, kitchen and vanity cabinets, floor and wall finishes due to normal production processes. Hardwood may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Actual square footage may vary slightly depending on elevation selected. Ceiling height in laundry room and powder room may be modified to accommodate mechanical systems, duct work or architectural changes (some walls may be modified also). Carpeting may be seamed under certain conditions. Builder will not hook up appliances. Fieldgate Homes reserves the right to use visual representations of your home taken during construction and/or after closing, to be used in advertising and/or public relations. Specifications and terms subject to change E. & O.E. June 18, 2014.



## SCHEDULE "B-1"

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 Aurora (the "Town of Aurora" 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 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 City 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 City of Brampton, Regional Municipality of Peel, 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 following is a consolidation from the Subdivision Agreement to be registered on Title for the subject lands of notices and/or warning clauses to be inserted within Offer of Purchase and Sale Agreements and/or Rental Agreements, as applicable (hereinafter collectively "Purchase Agreements"), for Lots and Blocks on the M-Plan.

### 1.01 Infrastructure & Environmental Services Department Requirements:

- 1) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plan, the following warning clause:

***"There may be utilities, service boxes, hydrants, mailboxes, or other municipal services constructed adjacent to or upon boulevards in the vicinity of your dwelling. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, rear yard catchbasins, fencing, or other devices. Certain services are not assumed by the Town. Such services are more particularly described under the terms of the Subdivision Agreement. For more detailed information please contact the Infrastructure & Environmental Services Department of the Town of Aurora."***
- 2) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plan, the following warning clause:

***"The Owner shall reserve the right, notwithstanding the completion of the sale of the Lot and/or Unit, to enter upon the said Lands for a period of two (2) years after the completion of the sale or until the assumption of the services, whichever is later, in order to carry out any lot grading work which, in the opinion of the Director of Infrastructure & Environmental Services, may be required."***
- 3) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plan, the following warning clause:

***"Receipt of the information contained in subsection 3.43 of the Subdivision Agreement is hereby acknowledged, including but not limited to: the dates by which the sodding, sidewalk, curb and gutter construction, and retaining wall shall be completed; and, the dates by which the driveway shall be constructed."***
- 4) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plan, the following warning clause:

***"The street(s) adjacent to this Lot is controlled by one or more parking restrictions which are necessary for the effective management of traffic within the right of way. The Town shall not be responsible for any inconvenience to the Purchaser which may result from this restriction. You are advised to investigate this with your Builder or a representative of the Town.***

***The Town reserves the right to amend, enhance or rescind any parking restriction at any time upon approval of Council.***

***The streets having parking restrictions hereto annexed are:***

***Roy Harper Avenue;  
Chouinard Way;  
Folliot Street;  
Constable Street;  
Hancock Street;  
McKee Court;  
Homer Crescent;  
Bolsby Court; and,  
Kashani Court.***
- 5) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 179 to 186 on M-Plan A.1, the following warning clause:

***"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of the Environment's noise criteria"***
- 6) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 28, 45, 46-50, 140, 141, 152-154 and 187-195 inclusive on the M-Plan, the following warning clause:

***"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road and or air traffic may occasionally interfere with some activities of the dwelling occupants as the sound level may exceed the Municipality's and the Ministry of the Environment's noise criteria."***
- 7) In accordance with the Subdivision Agreement the Owner shall include in each Offer to Purchase Agreement for Lots 28 and 29 on the M-plan the following warning clause:

**The Owner of Lots 28 and 29 on the M-plan shall be advised that the future extension of Roy Harper Drive and the connection to Leslie Street is delayed until the construction of Leslie Street by the Region. Until that time, the driveways for lots 1 and 2 shall be temporarily terminated at the turning circle until such time as the extension is constructed and curb is provided in front of their lot.**

**2.01 Building & Bylaw Services Department Requirements:**

- 1) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 141, 152-154, 179-186, 187-195 inclusive on the M-Plan, the following warning clause:

***“This dwelling unit has been fitted with a forced air heating system and the ducting etc., was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the criteria of the Municipality and the Ministry of Environment and Energy. (Note: The location and installation of the outdoor air conditioning devise should be done so as to minimize the noise impacts and comply with criteria of MOE publication NPC-216, Residential Air Conditioning Devices.)”***

- 2) In accordance with Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 28, 45, 46-50 and 140 inclusive on the M-Plan, the following warning clause:

***“This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City’s and the Ministry of Environment’s noise criteria.”***

- 3) In accordance with Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 194-197 inclusive on the M-Plan, the following warning clause:

***“Purchasers are advised that due to the proximity of the adjacent commercial facilities and communication tower, sound levels from these facilities may at times be audible.”***

**3.01 Parks & Recreation Services Department Requirements:**

- 1) In accordance with Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 1 to 14 inclusive, 24 to 27 inclusive, 103 to 109 inclusive, 111 to 119 inclusive, 129 to 132 inclusive, 140, 141, 148 to 156 inclusive, 163 to 179 inclusive on the M-Plan, and Block 217 on the M-Plan, the following warning clauses:

***“Purchasers are advised that the public Environmental Protection Area and Open Space Blocks adjacent to their lots are intended for the purpose of conservation and naturalization, and portions may be used for a public trail system which may include lighting. The lands are to remain as much as possible in their natural state. The Town of Aurora will not be responsible for any exposure to lighting, noise, pedestrian traffic, inconvenience or nuisance which may present itself as a result of this environmental protection area and associated trail system. Purchasers are further advised that encroachments of any kind will not be permitted and that fence gates or other means of access will not be permitted to access environmental protection areas from residential properties.”***

- 2) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 1 to 14 inclusive, 24 to 27 inclusive, 103 to 109 inclusive, 111 to 119 inclusive, 130 to 139 inclusive, 148 to 151 inclusive, 155, 163 to 184 inclusive on the M-Plan, and Block 217 on the M-Plan, the following warning clauses:

***“Purchasers are advised the Developer is responsible to install chain link fencing, as a requirement of the subdivision agreement, along the lot lines of all residential Lots abutting municipal environmental protection areas and open space lands. According to Town policy, chain link fencing shall be constructed on the municipal side of the property boundary. Purchasers are further advised that encroachments of any kind will not be permitted and that chain link fence gates or other means of access will not be permitted to access environmental protection areas and open space lands from residential properties.”***

- 3) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 132 to 139 inclusive on the M-Plan, and Block 217 on the M-Plan, the following warning clause:

***“Purchasers are advised that the parkland in close proximity to their Lot is a public amenity area. The parklands are for recreational purposes and will include walkways/trails, playgrounds, basketball courts, a parking lot, and other recreational amenities. Furthermore, these amenities may include lighting to facilitate night usage, the Town of Aurora will not be responsible for any exposure to lighting, noise, traffic, inconvenience or nuisance which may present itself as a result of the occurrence of recreational and leisure activities in this public amenity area.”***

- 4) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 19, 28, 45, 46, 50, 74, 85, 86, 97, 98, 140, 141, 145, 152 to 154 inclusive, 159, 185 to 199 inclusive, 201, and 210 on the M-Plan and Part Blocks 215 to 228 inclusive, 230, and 231 on the M-Plan, being Unit 5 (Block 215), Unit 1 (Block 216), Unit 8 (Block 217), Unit 4 (Block 218), Unit 1 (Block 219), Unit 9 (Block 220), Unit 16 (Block 221), Unit 1 (Block 222), Unit 29 (Block 223), Units 1 and 7 (Block 224), Units 1 and 4 (Block 225), Unit 17 (Block 226), Unit 1 (Block 227), Unit 4 (Block 228), Unit 28 (Block 230), and Unit 21 (Block 231) on Schedule “H” to the Subdivision Agreement, the following warning clause:

***“Purchasers are advised that decorative fencing and/or privacy fencing and/or acoustic fencing are to be installed on their Lot and/or Block. Further, Purchasers acknowledge receipt from the Developer of details of the fencing to be installed on their property, including:***

- a) ***location, design details, height, colour, and materials;***
- b) ***that the price of the fencing is to be included in the purchase price of the house and Lot;***
- c) ***the timing of the installation of the fencing;***
- d) ***that the specifications of the fencing are in accordance with the approved urban design guidelines and the approved subdivision landscaping plans;***
- e) ***that the fencing shall not be altered in any way;***
- f) ***that fencing will not be assumed by the Town; and,***
- g) ***that the Town of Aurora will not be responsible for the maintenance, liability, inconvenience or nuisance associated with the fencing which may present itself, and that maintenance and liability of the fencing shall be borne solely by the registered owners of the Lots and Units that contain fencing.”***

- 5) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 178 and 179 on the M-Plan, the following warning clause:

***Purchasers are advised that the Walkway Block 234 adjacent to their Lot is a public amenity area for the purpose of a public walkway. This amenity may include lighting to facilitate night usage. The Town of Aurora will not be responsible for any exposure to lighting, noise, traffic, inconvenience or nuisance which may present itself as a result of the occurrence of recreational and leisure activities in this public amenity area.***

4.01 **Planning & Development Services Department Requirements:**

- 1) In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plan, the following warning clauses:

***"Purchasers are advised that the developer shall undertake and bear the cost of the following items and the home purchaser is not required to pay this expense:***

- i) street trees (trees planted in the town boulevards);***
- ii) corner lot fencing as directed on the approved engineering plans;***
- iii) rear lot fencing as directed on the approved engineering plans;***
- iv) noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans;***
- v) fencing (if required) along school blocks, park blocks and EPA land on the approved engineering plans; and***
- vi) subdivision entry features and fencing (if any approved) as identified on the landscape plans approved by the Town."***

***"With respect to school availability and school bussing, the construction of Catholic and Public school block sites within the 2C West community is not guaranteed. Purchasers are advised that sufficient accommodation may not be available for students residing in this area, and you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. The applicable school board will, in its discretion, designate pick-up points for students who qualify for transportation."***

***"Purchasers are advised that all Lots will have no fewer than two (2) on-site parking spaces available, with one of the two (2) spaces being located within the garage."***

5.01 **Regional Municipality of York Requirements:**

In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plan, the following warning clause:

***"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 buildings occupants."***

In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plan, the following warning clause:

***"Purchasers are hereby advised of the future introduction of transit services in this development. This includes potential transit routes, bus stops, and shelter locations. This information is contained in the Homeowner Information Package that the Owner has distributed to each purchaser and is also available on the YRT website. YRT route maps and Future Plan maps are available from YRT upon request."***

6.01 **Canada Post Requirements:**

In accordance with the Subdivision Agreement, the Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plans, the following warning clauses:

***"Door-to-door mail delivery will not be provided in this subdivision. Purchasers are further advised that Canada Post may designate a community mailbox location abutting or near their properties. The community mailboxes will typically be located within the boulevard area of the road allowance, located between the sidewalk and the property line."***

***"Prior to the construction and acceptance of the community mailbox locations, temporary mailbox locations will be utilized within the community. The location of the temporary mail boxes will not be the same location as the permanent community mailboxes."***

***"Purchasers are hereby advised that subject to final approval, Community Mailbox locations are planned to be situated adjacent to the following Lots and Blocks:***

***Lots 37, 85, 86, 159, 160, 209 and 210.  
Blocks 215, 216, 218, 219, 222, 223, 227, 228 and 231***

**Telecommunication Tower**

The Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plans the following Notice:

***"Purchasers are hereby notified that a 60m Communication Tower has been constructed on Block 164 of plan 65M-4424 adjacent to the subject subdivision lands at the south east corner of William Graham Drive and St. John's Sideroad as set out on the "Area 2C West Neighbourhood Plan" prepared by Malone Given Parsons Ltd.***

**POWER STREAM:**

The Owner shall include in each Offer to Purchase Agreement for all Lots and Blocks on the M-Plans the following Notice:

***"Power Stream Safety Standards require a minimum 3.0m clearance from the door side of the pad-mounted transformer, 2.0m clearance from the remaining three sides and clear visibility of the equipment from the road, all of which provide a safe working environment for personnel operating and/or maintaining the equipment.***

***Should adequate clearance not be maintained, Power Stream will not be held liable for any damages to landscaping resulting from its removal while gaining access to operate or maintain our distribution system."***

**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, 9if 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 Three Hundred and Fifty (\$1,350.00) 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 One Thousand Eight Hundred and Fifty Dollars (\$1850.00) 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 further 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 Five Hundred Dollars (\$500.00) 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 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. 

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 (please initial)



## 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"

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

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 (hereinbefore 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) 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) 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;

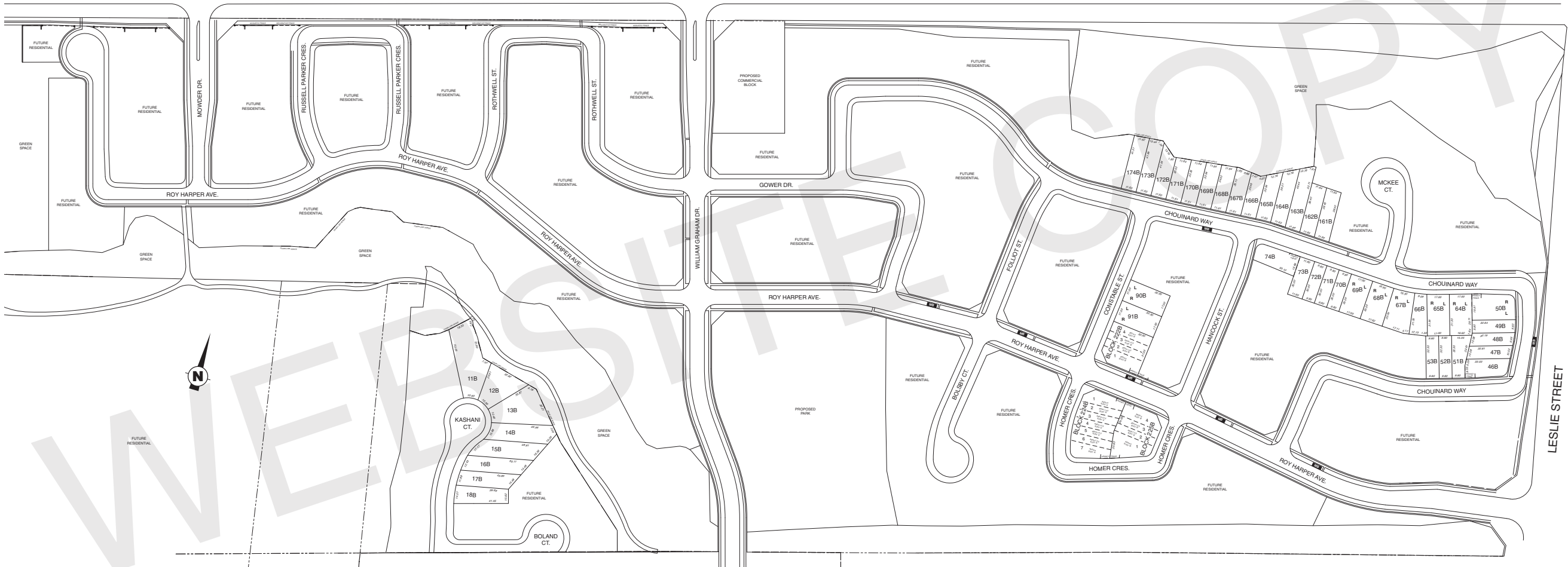
then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate and/or the Transitional Rebate, 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 eligible 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'



ST. JOHN'S SIDEROAD



Initials \_\_\_\_\_

Initials \_\_\_\_\_

Leslie Homes Limited. 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 dimensions reference should be made to the property Survey to be provided on or before closing. E. & O. E. 05/15

**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.