DECO

AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase the property (the "Property") described below (and as may be shown on a schedule attached hereto) on the following terms:

Purchaser: _____ (DOB: ____/____/____)
day month year

Purchaser: _____ (DOB: ____/____/____)
day month year

Purchaser: _____ (DOB: ____/____/____)
day month year

Purchaser: _____ (DOB: ____/____/____)
day month year

Vendor: **DECO HOMES (BRIDGELANDS) INC.**

Lot No: _____ Elevation: _____ Model Type: _____

Phase: **1** Municipality: **Vaughan** Plan No: _____

Purchase Price EXCLUDING HST: $_____

HST on aforementioned Purchase Price: $_____

Amount of Assigned Rebate(s) (as defined in Schedule "HST")*: $_____

Purchase Price and HST payable (after applying the Assigned Rebate(s)):* $_____

Deposit: $_____

Further Deposit Due: _____, 202__ of $_____

Further Deposit Due: _____, 202__ of $_____

Further Deposit Due: _____, 202__ of $_____

Further Deposit Due: _____, 202__ of $_____

Further Deposit Due: _____, 202__ of $_____

*If Vendor is satisfied that the Purchaser qualifies for the Assigned Rebate(s) and same are credited to the Purchaser in accordance with Schedule "HST". Assigned Rebate(s) are subject to requirements of government programs and eligibility requirements. Amounts payable to be revised due to adjustments to Purchase Price in accordance with the provisions of this Agreement.

The following Schedules attached hereto form a part of this agreement: _____, _____, "A" – Standard Features & Finishes, "B"- Bonus, "E"- Options & Extras, House Sketch, "HWT" – Hot Water Tank Rental, "HST" – HST Rebate Matters, "N" – Purchasers Contact Sheet, "N-C" – Non-Canadians, "S"- Site Plan, "T"- Tarion Addendum & Statement of Critical Dates, Tarion-Warranty Information Sheet, "W" – Warning & Provisions Clauses, "X" – Adjustments / Terms / Provisions, Community Information Map.

Date of Offer: the _____day of _____, 202__.

Irrevocable Date: the _____day of _____, 202__.

The Closing (as defined in the Tarion Addendum and Statement of Critical Dates appended hereto) of the purchase of the Property shall occur on the date established pursuant to the provisions of the Tarion Addendum and Statement of Critical Dates which date is referred to herein as the "Closing Date".

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

Signed, Sealed and Delivered)
in the presence of)
) _____seal _____seal
)
)
_____) _____seal _____seal

Notify your Vendor in writing of any changes to this information immediately following such changes.

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

ACCEPTED this _____ day of _____,20_____.

DECO HOMES (BRIDGELANDS) INC.

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

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Purchaser's Solicitor:

Vendor's Solicitors
BRATTYS LLP
Attention: Anthony Romanelli
7501 Keele Street, Suite 200
Vaughan, Ontario L4K 1Y2
tel. (905) 760-2600 fax: (905) 760-2900

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Bridgelands
SCHEDULE "A"
STANDARD FEATURES & FINISHES

Appealing Exterior Features & Structural Components

1. Tongue and groove sub-flooring with sanded joints, glued and fastened with screws for additional stability.
2. Advanced floor joist system utilizing "Engineered Floor Joist Technology."
3. All exterior walls with 2" X 6" framing.
4. Poured concrete basement floors and foundation walls with weeping tiles, damp proofing, and drainage membrane applied to walls.
5. The home will be insulated in accordance with the Ontario Building Code requirements, including full height basement insulation, expanding foam insulation to all garage ceilings with finished areas above, and around all windows and exterior doors.
6. Convenient cold cellars where grade permits, complete with an interior light and a weather-stripped solid core door, as per plan.
7.
    a. Detached to receive 9' ceilings on the ground and second floor except where boxes and bulkheads exist, or where mechanical systems require a dropped ceiling. Some designs have double height features, vaulted and raised ceilings, as per plan.
    b. Dual Entry Townhomes to receive 9' ceilings on ground, main and third floor, except where boxes and bulkheads exist, or where mechanical systems require a dropped ceiling.
    c. Lane Townhomes to receive 9' ceiling on ground and second floor, except where boxes and bulkheads exist, or where mechanical systems require a dropped ceiling.
8. Prominent usage of architecturally selected and controlled colour coordinated brick, precast, stone, siding, along with other unique materials as per elevation. Colour, style, materials, and elevations are pre-selected and architecturally controlled to achieve a variety within the streetscape.
9. Durable, maintenance free, pre-finished aluminum or vinyl soffits, fascia, eavestrough, down pipes, and siding – all colour coordinated.
10. Limited life (manufacturer's warranty), self-sealing asphalt shingles and accenting metal roof details, as per plan.
11. Detached to receive extended height 8' fiberglass insulated entry door with upgraded satin nickel hardware, deadbolt & multi-pointe hardware, as per plan.
12. Townhomes to receive a Prominent insulated entry door with transom above (as per plan) and satin nickel grip set and deadbolt.
13. Complimenting granite or limestone exterior door sills to both front and rear doors for a custom touch.
14. Prefinished aluminum exterior railing for both porch (where required by Building Code) and decorative applications, and as per elevation.
15. Distinguished sectional roll up garage door(s) as per elevation.
16. Energy Star labeled vinyl thermopane casement windows throughout (with low 'E' argon gas filled), complete with screens on operating windows. All exterior doors include weather stripping. All windows and doors are colour coordinated to match the exterior colour packages.
17. Vinyl horizontal sliding basement windows 30" x 16" (approximate). Subject to grade. Window wells as required at the discretion of the Builder. The purchaser accepts the same.
18. Professionally graded and sodded lot with precast patio slab and steps at front walkway. Precast step(s) at rear door, as required by grade.
19. Driveway to be paved asphalt. (Builder will provide base coat asphalt) The finished coat will be completed by the Builder at the Purchaser's expense (not refundable) to be adjusted on closing.
20. All look-out or deck lot grade conditions will receive a standard deck with steps to grade. Walk-out lot grade conditions will receive a Juliet guard on ground/main floor access doors to rear yard. Standard grade lots will receive precast step(s) on ground floor access doors to rear yard.

Kitchen & Baths

1. Quality designed cabinetry throughout with a choice of quartz or granite countertops in Kitchen and Primary Ensuite, from the Builders standard selections.
2. Extended kitchen upper cabinets throughout all designs. Pantries, islands, breakfast bars & serveries, as per plan.
3. Undermount double compartment, stainless steel sink with a chrome faucet and an integrated pull out, in kitchen.
4. Undermount sink(s) for Primary Ensuite, from Builder's Standard and as per plan.
5. Choice of post formed laminate countertops in all other bathrooms, from the Builders standard selections.
6. Fully enclosed chrome framed glass shower stall and/or door in the primary ensuite, as per plan.
7. Ceramic wall tiles installed in combination tub and shower enclosures up to but not including ceiling. Where tub and shower stalls are separate, shower stalls to receive 2x2 mosaic tiles on shower floor and ceramic tiled walls and ceilings.
8. All bathroom tub and shower enclosures to receive mould resistant drywall.
9. Mirrors over vanities in all bathrooms.
10. Pedestal sink and mirror in powder room.
11. All bathroom vanities have top drawers or a single bank of drawers on double sink vanities, where sizing permits.
12. Freestanding soaker tub with deck mounted dual lever faucet in primary ensuite, if applicable as per floorplan.

Design Forward Interior Finishes

1. Sunken or raised foyer, mud room, laundry room, garage entrance landing as per plan (where permitted or dictated by grade). Purchaser accepts the same.
2. Smooth Ceilings throughout all finished areas.
3. All homes/elevations to receive Modern trim with approx. 4" baseboard and 2 3/4" casing throughout.
4. Interior doors to be two panel smooth square style.
5. Lever type brushed nickel hardware with complimenting hinges.
6. All homes to receive a Natural varnished oak staircase (veneer risers and stringers) with oak handrail, wood pickets and newel posts in finished areas, as per plan. All upper hallways to receive oak nosing.
7. Electric fireplace with stonecast mantel on detached models only, as per plan.
8. Thoughtful storage considerations with well-appointed Linen, Pantries and Mud Room closets, as per plan.
9. All interior trim and doors are painted white. The interior walls to be painted from your choice of 1 low VOC paint colour throughout. (From Builders' standard samples).
10. Professional home cleaning prior to occupancy, including windows, furnace & duct system.

Mechanical & Plumbing Systems

1. Flexible water pipe solution using PEX (polyethylene) to reduce noise and eliminate solder contaminants within plumbing system.
2. Forced air hi-efficiency Heating System or Energy Efficient combination Air Space Heating and Domestic Hot Water System predetermined by model type & the HVAC Mechanical Designer.
3. Energy Star® rated hot water delivery system (on rental basis).
4. Ductwork, in basement, to be sealed for better air flow.
5. Central air conditioning system included for maximum comfort (sized according to HVAC Mechanical designer).
6. Energy Recovery Ventilator (ERV) for efficient exhaust of stale indoor air and introduction of fresh outdoor air with heat recovery and humidity management. An ERV helps keep most of the humidity out of your home during the warm, humid months and allows some humidity to stay inside the home during the cold months.
7. Exhaust fans installed in all finished bathrooms.
8. Stainless steel hood fan over stove vented to the exterior.
9. Provisional rough-in for future dishwasher (electrical run from panel to underside of subfloor located at sink).
10. Two hose bibs are provided, one exterior and one in garage (location predetermined by the Builder)

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11. Where noted on plan, laundry tub will include hot/cold water connections. Refer to plan for laundry tub installation in base cabinet or freestanding application.
12. Double sinks included in primary ensuite vanities if sizing permits, as per plan.
13. All shower areas receive the comfort of pressure balance control valves.
14. All sink basins and plumbing fixtures include the convenience of separate shut-off valves.
15. Energy Star® Solar Ready conduit provisions for future use from attic to the basement.
16. Low flow shower heads and faucets aerators are designed to conserve water while helping the environment.

Electrical Components

1. Upgraded exterior light fixtures as per plan and elevation.
2. 100-amp electrical service with breaker panel.
3. Weatherproof exterior electrical outlets, locations pre-determined by Builder.
4. 220 volt Heavy –Duty receptacle for stove and dryer.
5. Ground fault indicator receptacles, as per building code.
6. The security of hard-wired visual smoke detectors on all floors and each bedroom, and carbon monoxide detectors as per code.
7. White Decora light switches and receptacles throughout.
8. Ceiling fixtures in all bedrooms, hallways, side halls, foyer, kitchen, breakfast room, living room, dining room, study, great room, home office, family room, media room, flex room and mud room as per plan.
9. All Bathrooms to receive wall strip light fixture(s) over the vanity, one ceiling fixture and freestanding shower pot light. Powder room to receive a strip light fixture over the vanity or pedestal sink.
10. Rough-in for future central vacuum system with dedicated plug within garage (termination of pipe may be in basement, garage, or both- as determined by the Builder).
11. Convenient ceiling receptacle(s) in garage for future garage door opener installation.
12. Single switch operating all basement lighting in unfinished areas.
13. Energy Star® LED light bulbs where applicable, helping reduce the greenhouse effect.

Floor Coverings

1. All Homes to receive a minimum of 3” wide Engineered Stained Oak hardwood flooring throughout ground and/or main floor, and second or third floor hallway, excluding tiled areas, where applicable (stain and style as per Builder’s standard sample). Note any areas labelled “Finished Basement Foyer” shall receive laminate flooring (as per Builder’s standard samples).
2. Broadloom with high density under pad throughout basement flex room, second and or third floor areas, where applicable. (As per Builders’ standard sample).
3. A wide assortment of ceramic tile flooring in foyer, kitchen, breakfast area, all bathrooms, mud rooms, and finished laundry rooms from Builders’ standard samples, and as per plan.

Added Features

1. Tasteful municipal address stones provided.
2. Fully drywalled garages, with one coat taped and primed walls, excluding concrete and block walls.
3. Insulated garage to house access door installed with dead bolt and safety closer if grading permits. If grading does not permit, no credits will apply, and Purchaser shall accept the same.

Home Automation

1. Two Cat-6 Receptacles (1 in Great / Family Room & 1 in Primary Bedroom) for hardwired streaming and/ or phone connection (Cat-6 wires dropped to main panel location for future connection to modem)
2. One USB plug located in kitchen.
3. All purchasers will have a personally scheduled appointment with the Builders Home Automation Contractor to coordinate any additional home automation requirements, should you desire.

Warranty

DECO HOMES warranty is backed by the TARION Warranty Program. We are dedicated to minimizing home deficiencies through our quality control practices, and our excellent home care team.

- 7 years for major structural defects
- 2 years for plumbing, heating, and electrical systems and building envelope.
- 1 year for all other items in accordance with Tarion Guidelines
- 6 month for all other items in accordance with Tarion Guidelines

Additional conditions:

1. Purchaser(s) accepts that the number of steps to front entrance and rear entrance and side entrance, if applicable, may be increased or decreased depending on final grading.

2. The Purchaser acknowledges that finishing materials contained in any model home or sales office display, including broadloom, furniture, mirrors, fireplaces, electrical fixtures, drapes, ceramic/porcelain flooring, vinyl flooring, hardwood flooring, marble flooring, upgraded kitchen and vanity cabinets and countertops, stained staircase and railing, painting, wall paper, etc., may be for display purposes only and may not be of the same grade or type, or may not necessarily be included in the dwelling unit purchased herein, unless expressly called for in this Agreement.

3. Corner lots, townhome end units and priority lots may have special treatments which may require window changes and interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts such changes as constructed or as necessary.

4. When the 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 or as necessary.

5. House types and streetscapes are subject to final Architectural approval of the Municipality, or the Developer’s Architectural Control Architect and final siting, and approval of the Builder’s Architect.

6. Variations from Builder’s samples may occur in exterior/interior materials, due to normal production process, availability, or site condition.

BRIDGELANDS

Client Initial:_____

Client Initial: _____

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SCHEDULE "B" – Bonus

BONUS – ATTACHED HERETO AND FORMING PART OF THE OFFER.

PURCHASER(S): _____ LOT #: _____

BONUS ITEMS	PRICE
Number 1:	
Number 2:	
Number 3:	
Number 4:	
Number 6:	
Number 7:	
SUBTOTAL:	
HST :	
TOTAL BONUSES:	

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END OF SCHEDULE "B"

Please initial here: ☐ ☐ ☐

SCHEDULE "E" – Extras & Options Agreement

PURCHASERS EXTRAS – ATTACHED HERETO AND FORMING PART OF THE OFFER.

PURCHASER(S): _____ TEL.#:_____

LOT #: _____

PURCHASER'S REQUEST FOR OPTIONS & EXTRAS	PRICE
Number 1:	
Number 2:	
Number 3:	
Number 4:	
Number 5:	
Number 6:	
Number 7:	
Number 8:	
Number 9:	
Number 10:	
SUBTOTAL:	
HST:	
TOTAL PURCHASER'S EXTRAS:	

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This is your direction to install the above extras on the following terms and conditions:

1. The purchaser has ordered extras, the total cost for which is indicated on this agreement.
2. In the event that the purchaser is unable to or refuses to complete the contract for any reason, whatsoever, then the Purchaser will not be entitled to the return of any part of the monies paid for extras.
3. The Vendor has the right in its sole discretion to cancel without notice to the Purchaser the above extras ordered or any part thereof and the Vendor shall repay the Purchaser all monies received on account of those cancelled extras only. Said cancellations by the Vendor shall not relieve the Purchaser from his/her obligation to complete the Agreement of Purchaser and Sale herein.
4. **Extras or changes will not be processed unless signed by Head Office.**
5. Extra charge for "Harmonized Sales Tax" (H.S.T.).
6. **The Purchaser agrees to the costs of the items accepted above and requests the Vendor to proceed under the above terms and conditions.**

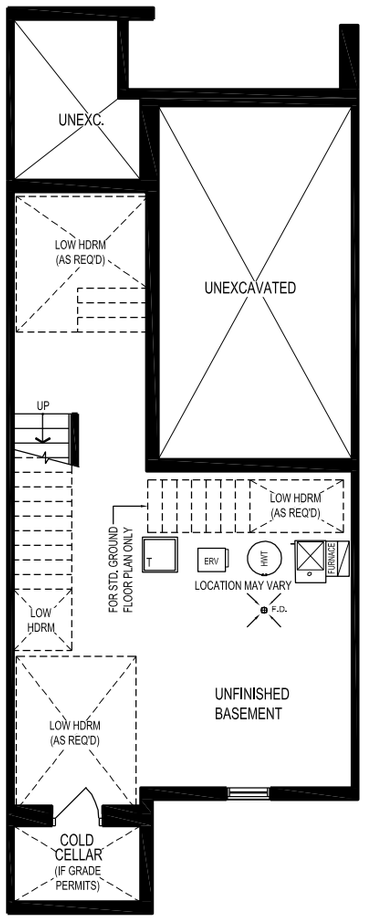
END OF SCHEDULE "E"

Please initial here: ☐ ☐ ☐

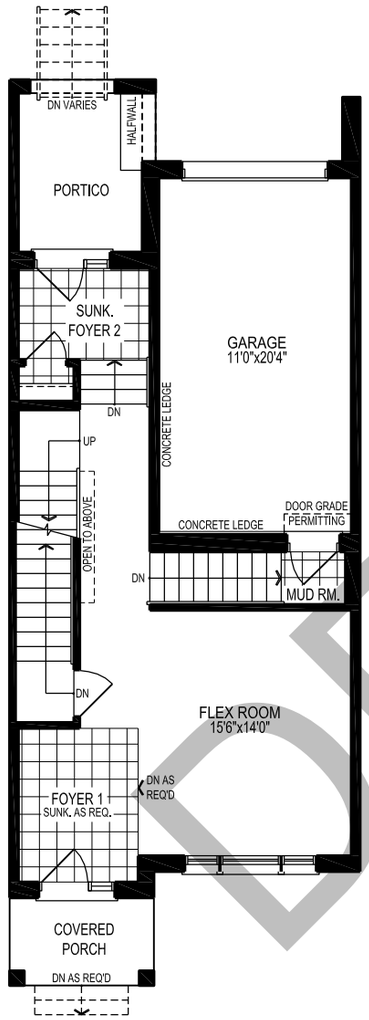
DECO

THE ROBIN
UNIT DT-01
ELEV. 'A' - 1958 SQ.FT.

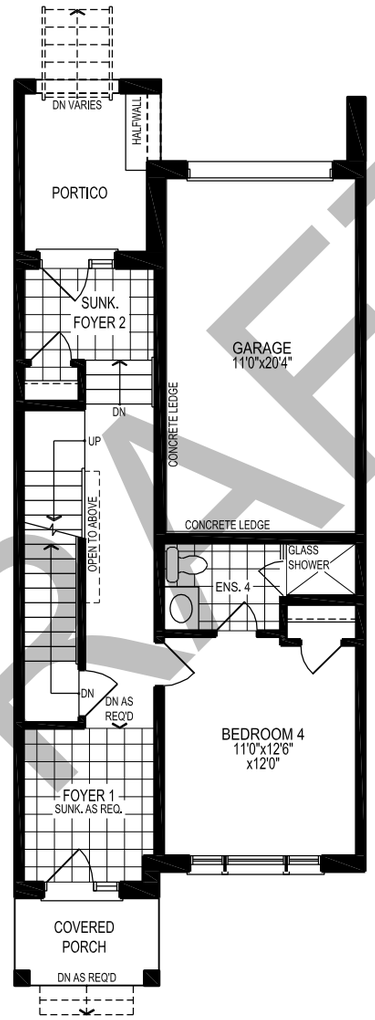
BRIDGELANDS



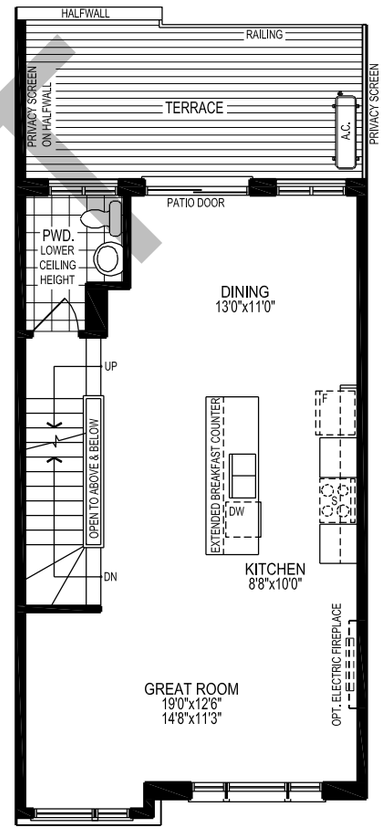
BASEMENT PLAN, EL 'A'



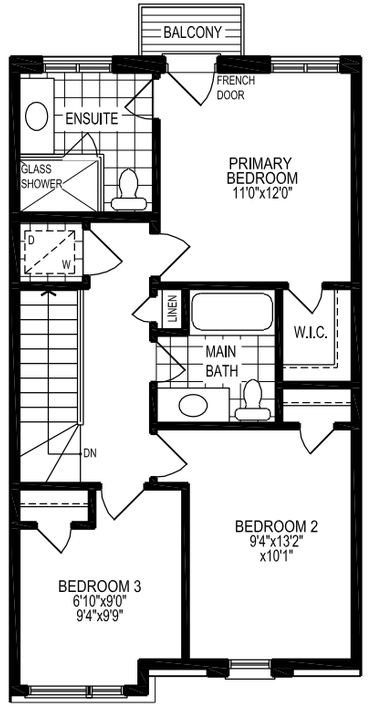
GROUND FLOOR PLAN, EL 'A'



OPT. GROUND FLOOR PLAN
W/ 4TH BEDROOM & BATH, EL 'A'



MAIN FLOOR PLAN, EL 'A'



THIRD FLOOR PLAN, EL 'A'

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PURCHASER INITIALS _____ PURCHASER INITIALS _____ VENDOR _____

The floor plans and elevations shown are pre-construction plans and may be revised or improved as necessitated by architectural controls and the construction process. The measurements adhere to the rules and regulations of the TARION Warranty Corporation's official method for the calculation of floor area. Actual usable floor space may vary from the stated floor area. Railings on front porch only where required by O.B.C. Structural posts and beams may be added at the discretion of the Vendor and as determined by Architect. Location of furnace and hot water tank may vary and will be determined at the sole discretion of the Vendor - Purchaser agrees to accept the same. Number of steps may vary and are subject to final grading and municipal approval. All images and renderings are artist concept only and subject to change. E & O.E. NOVEMBER 2026

Schedule “HWT”

The Purchaser hereby acknowledges and agrees that it is the Vendor’s intention that the Domestic Hot Water System (which may be a tank or a tankless system) and related equipment shall be rented to the Purchaser. The Purchaser shall comply with the provisions of Schedule X and Schedule HWT of the Agreement of Purchase and Sale in regards to the rental of the water heating system.

It is anticipated by the Vendor that the Domestic Hot Water System will be leased to the Purchaser by Enercare Home and Commercial Services Limited Partnership, although such provider is subject to change. It is also anticipated that the domestic hot water system is on rental and remains chattel to the property. The approximate current (2028) calendar rental rate is $65.00 per month + HST and is subject to the rental terms provided on closing. The final version of the rental agreement will be provided to the Purchaser prior to Closing and the Purchaser shall be required to execute and deliver same to the Vendor or the Vendor’s solicitor, on or prior to Closing. Should Enercare Home and Commercial Services Limited Partnership be the rental equipment provider, the following provisions shall apply:

“The Purchaser acknowledges and agrees that (i) the *domestic hot water system* installed in the home will be a rental unit, rented by the Purchaser from Enercare Home and Commercial Services Limited Partnership (“Enercare”) pursuant to a rental contract with Enercare, and (ii) the Purchaser does hereby enter into a rental agreement with Enercare on the terms and conditions described in the information contained in a schedule to this document. Such terms and conditions provide that the Purchaser can purchase the rental unit at any time. The Purchaser further acknowledges and agrees that the Purchaser’s personal information, including this document, may be disclosed to Enercare and consents to such disclosure and Enercare’s collection and use of such personal information.”

The above noted terms and conditions are subject to change, without notice, prior to Closing and are provided for informational purposes only. The Vendor may at its sole and unfettered discretion change the rental equipment provider and/or decide not to provide the Domestic Hot Water System on a rental basis in accordance with the provisions of Schedule “X” of the Agreement of Purchase and Sale, and the Purchaser shall accept such changes. The Vendor may at its sole and unfettered discretion change the type and size of water heating equipment, which may result in changes to the rental rate and the Purchaser hereby accepts all such changes. The rental agreement contains further terms and conditions not outlined herein.

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X _____

Purchaser Initial

X _____

Purchaser Initial

SCHEDULE "HST"

HST REBATE MATTERS

1. The Ontario new housing rebate exists to help offset some of the 8% Provincial part of the HST on qualifying purchases of new homes, the maximum amount of said new housing rebate being $24,000.00 (the "**Existing Provincial HST Rebate**").

2. The Ontario first-time home buyers' rebate (the "**Provincial FTHB Rebate**") was enacted by the Ontario government's *HST Relief Implementation Act (Residential Property Rebates), 2026*, S.O. 2026, c. 5. The Federal first-time home buyers' rebate (the "**Federal FTHB Rebate**") was enacted by the Federal government's *Making Life More Affordable for Canadians Act* (S.C. 2026, c. 2). The Provincial FTHB Rebate and the Federal FTHB Rebate apply to qualifying purchasers of new homes purchased pursuant to agreements of purchase and sale entered into between March 20, 2025 and December 31, 2030, where construction of the new homes commenced on or before December 31, 2030, and for which construction was substantially completed on or before December 31, 2035. The Provincial FTHB Rebate and the Federal FTHB Rebate are both phased out for new homes with a purchase price between $1,000,000.00 and $1,500,000.00. There is no Provincial FTHB Rebate nor any Federal FTHB Rebate for homes with a purchase price at or above $1,500,000.00. The Federal FTHB Rebate and Provincial FTHB Rebate are available to "first-time home buyers". To be considered a first-time home buyer, all of the following must be true:

   (a) the buyer is at least 18 years of age;

   (b) the buyer is either a Canadian citizen or a permanent resident of Canada;

   (c) the buyer has not lived in a home, whether in or outside Canada, that the buyer owned or that the buyer's spouse or common-law partner owned in the calendar year or in the four preceding calendar years;

   (d) the buyer meets the above criteria at the time when ownership of the home is transferred to the buyer;

   (e) neither the buyer, nor the buyer's spouse or common-law partner (if applicable), has previously received a Federal FTHB Rebate or Provincial FTHB Rebate;

   (f) the buyer must be the first person to live in the home after the construction is finished; and

   (g) the buyer meets the eligibility criteria for the Existing Provincial HST Rebate.

3. The Ontario Enhanced New Housing Rebate (the "**ENHR**") and the Ontario New Home Affordability Payment (the "**ONHAP**") have been created pursuant to Provincial legislation (the *HST Relief Implementation Act (Residential Property Rebates), 2026*, S.O. 2026, c. 5) and certain changes to Provincial and Federal regulations. The ENHR and the ONHAP apply to qualifying purchasers of new homes purchased pursuant to agreements of purchase and sale entered into between April 1, 2026 and March 31, 2027, where construction of the new homes commenced on or before December 31, 2028, and for which construction was substantially completed on or before December 31, 2031. For purchase prices up to $1,000,000.00, the ENHR and ONHAP provide relief equivalent to the full 13% HST. The combined relief provided by the ENHR and the ONHAP is capped at a maximum flat amount of $130,000.00 for purchase prices above $1,000,000.00 to $1,500,000.00. For purchase prices above $1,500,000.00 and below $1,850,000.00, the ENHR and the ONHAP are proportionately reduced. There is no ENHR nor ONHAP for homes with a purchase price at or above $1,850,000.00.

4. The Purchaser and the Vendor acknowledge, accept and agree that the harmonized sales tax (the "**HST**") applies to this transaction. The Purchaser and the Vendor further acknowledge, accept and agree that, notwithstanding any provisions of this Agreement to the contrary and, without limiting the foregoing, despite any provision in this Agreement that indicates that the Purchase Price includes any portion of the HST payable thereon:

   (a) HST is **in addition to** the Purchase Price and the Purchase Price described in the Agreement **does not** include any portion of the HST payable with respect to the purchase of the Property; and

   (b) on the Closing Date, the Purchaser shall pay to the Vendor the full amount of HST payable with respect to the purchase of the Property, in addition to the Purchase Price and all other amounts payable pursuant to this Agreement.

5. Section 15 of Schedule "X" of this Agreement is hereby deleted. The references to "Rebate" at Subsections 7(j) and (k) of Schedule "X" of this Agreement are hereby replaced with "Assigned Rebate(s)".

6. The "**Assigned Rebate(s)**" means exclusively the rebate(s), payment program(s) and/or

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incentive(s) listed below identified by an "X" in the box opposite their respective names:

Existing Provincial HST Rebate	☐
Provincial FTHB Rebate	☐
Federal FTHB Rebate	☐
ENHR	☐
ONHAP	☐

The rebates, payment programs and/or incentives listed above which are not identified with an "X" in the box opposite their respective names (collectively, the "**Other Rebates**") are not being assigned to the Vendor. The Purchaser shall not claim (or attempt to claim), apply for (or attempt to apply for), or otherwise obtain the benefit of any Other Rebates that may or will conflict with, deny, disqualify, prohibit, delay, or hinder the Vendor's entitlement to, benefit of, and ability to recover the Assigned Rebate(s). This paragraph shall not merge and shall survive the closing of the transaction contemplated by this Agreement.

7. The Purchaser hereby warrants and represents that the Purchaser currently qualifies for all of the Assigned Rebate(s) and, further, shall qualify for all of the Assigned Rebate(s) on the Closing Date and shall continue to qualify after the Closing Date for such period of time as is required by the Government of Canada, the Government of Ontario and/or any other governmental and/or tax authority (collectively, the "**Government**").

8. If the Vendor is satisfied that the Purchaser qualifies for the Assigned Rebate(s) and that the Assigned Rebate(s) are applicable to this transaction, then notwithstanding anything hereinbefore or hereinafter provided to the contrary:

   (a) on the Closing Date, the Purchaser shall assign to the Vendor (or to such other party as the Vendor may otherwise require or direct) in a manner that the Vendor and/or the Government may require in order to successfully effect such assignment, all of the Purchaser's right, title and interest in and to the Assigned Rebate(s). In connection with such assignment, the Purchaser shall deliver to the Vendor (or to such other party as the Vendor may otherwise require or direct), forthwith upon request by the Vendor, prior to, on or after the Closing Date, such documentation, materials, applications, schedules, affidavits, statutory declarations and the like, as may be required by the Vendor and/or the Government to establish the Purchaser's eligibility for and entitlement to the Assigned Rebate(s); and

   (b) on the Closing Date, the Purchaser shall receive a credit in the amount of the Assigned Rebate(s) on the statement of adjustments for the herein transaction.

   If, at any time on or prior to the Closing Date, (a) the Purchaser or the Purchaser's solicitor advises the Vendor or the Vendor's solicitor that the Purchaser is not entitled to any of the Assigned Rebate(s), for any reason whatsoever, (b) any of the Assigned Rebate(s) are reduced or withdrawn by the Government and not replaced with equivalent incentives, (c) any of the Assigned Rebate(s) are not or cannot be assigned to the Vendor (or to such other party as the Vendor may otherwise require or direct), (d) the Vendor believes (in the Vendor's sole, absolute, subjective and unfettered discretion) that the Purchaser does not qualify for the Assigned Rebate(s) (or any one of them, as applicable) for whatever reason, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, (e) the Purchaser has purchased more than one residential dwelling in the project; (f) the Purchaser is an assignee pursuant to a permitted assignment of this Agreement; (g) the construction and/or the substantial completion of the home purchased pursuant to this Agreement has not occurred by the applicable cutoff date with respect to the Assigned Rebate(s) (or any one of them, as applicable), and/or (h) the Vendor believes (in the Vendor's sole, absolute, subjective and unfettered discretion) that the Government's acceptance, approval, review or processing of the Rebate Forms (as defined below) will be delayed, postponed, deferred or will exceed the Vendor's expected timelines with respect to same, then, notwithstanding anything hereinbefore or hereinafter provided to the contrary, on the Closing Date the Purchaser shall pay to the Vendor (or to such other party as the Vendor may otherwise require or direct) an amount equal to the Assigned Rebate(s) that will not or cannot be assigned to the Vendor.

9. The Purchaser covenants and agrees to indemnify and save the Vendor, its related, affiliated or associated corporations and partnerships, and their respective directors, officers, partners, employees and agents, and the legal representatives, successors and assigns of each (collectively the "**Indemnified Parties**"), harmless from and against any loss, cost, damage and/or liability

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(including, without limitation, an amount equivalent to the Assigned Rebate(s), plus penalties, losses, damages, legal fees, collection costs and interest thereon) which any one, more or all of the Indemnified Parties may suffer, incur or be charged with, as a result of: (a) the Purchaser's failure to qualify for the Assigned Rebate(s) or any portion thereof; (b) the Purchaser having qualified initially but being subsequently disentitled to the benefit of the Assigned Rebate(s) (or any one of them, as applicable) or any portion thereof (as determined by the Vendor and/or Government); (c) the Purchaser's inability to credit, pay or assign the benefit of the Assigned Rebate(s) (or any one of them, as applicable) to the Vendor; (d) any breach by the Purchaser of any provisions of this schedule; and/or (e) the ineffectiveness of the documents purporting to assign the Assigned Rebate(s) (or any one of them, as applicable) to the Vendor. The Purchaser shall forthwith upon demand pay to the Vendor (or such other party identified by the Vendor), in addition to any other amounts stipulated in this Agreement, the full amount of the Assigned Rebate(s) (or any one of them, as applicable) that the Purchaser attempted to assign to the Vendor (but that the Purchaser was not qualified for, or was subsequently disentitled to) and that had been credited to the Purchaser on the Closing Date, together with all applicable penalties, losses, damages, fees, costs and interest incurred by the Vendor, and until so paid, such amounts shall form a charge against the Property which charge shall be recoverable by the Vendor (or by such other party identified by the Vendor) in the same manner as a mortgage in default. This paragraph shall not merge and shall survive closing of the transaction contemplated by this Agreement.

10. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's lien, a charge and/or a notice against the Property on or immediately following the Closing Date to secure the Vendor's entitlement (or the entitlement of such other party as may be identified by the Vendor) to the amount of the Assigned Rebate(s) credited by the Vendor to the Purchaser with respect to the purchase of the Property.

11. The HST applicable to this transaction is based on the Federal portion and the Provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay the same as an adjustment on the Closing Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. The Purchaser shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively, the "**Applicable Taxes**") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

12. The Purchaser acknowledges and agrees that, for any matter related to HST that is applicable to this transaction, including, without limiting the generality of the foregoing, any of the Assigned Rebate(s), the Vendor may designate another person (including any party for which the Vendor was acting as the disclosed or undisclosed agent when it entered into this Agreement) to be listed as a party to any documentation related or pertaining to the HST as well as the Assigned Rebate(s), and the Purchaser agrees to execute such documentation notwithstanding that a party other than the Vendor may be the recipient, addressee or beneficiary of the Assigned Rebate(s). Where the Vendor determines that such documentation is incomplete, incorrect or insufficient for the Assigned Rebate(s) to be assigned, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor (and any other party as may be directed by the Vendor) as its duly authorized attorney, agent and representative to amend, correct and complete, as applicable, such documentation, including without limitation, any forms or applications related to the Assigned Rebate(s).

13. Regardless of whether or not the Purchaser is a registrant under the *Excise Tax Act*, the Purchaser shall not be entitled to self-assess the HST payable in respect of this transaction.

14. The Purchaser acknowledges that the Vendor shall not, under any circumstances whatsoever, be liable for, and the Purchaser hereby fully and completely releases, indemnifies and saves harmless the Indemnified Parties from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any one, more or all of the Indemnified Parties, or which they may sustain by reason of the Purchaser not qualifying for, being entitled to, or not receiving the benefit (in whole or in part) of, any of the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP for any reason whatsoever, including, without limitation:

    (a) any acts or omissions of the Purchaser and/or the Vendor;

    (b) the cessation, alteration, modification and/or expiry of any of the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP, or any of the legislation, regulations and/or other frameworks enacted by the Government in order to give effect to same, including, without limitation, any successor legislation, regulations and/or other frameworks thereto; and

    (c) the rejection, refusal or failure of the Government to accept, approve, review or process the documentation, materials, applications, schedules, affidavits, statutory declarations and the like (collectively, the "**Rebate Forms**") required for the Purchaser to be entitled to, or receive

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the benefit of, and/or assign to the Vendor any of the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP for any reason, including, but not limited to, errors and/or omissions made in, and/or a failure to complete any of the Rebate Forms, the use and/or submission of outdated or incorrect Rebate Forms, the failure to submit such Rebate Forms within the time limits permitted for doing so, ineligibility based on the date this Agreement was entered into, and/or a failure to satisfy the dates of commencement of construction and/or substantial completion of the home purchased pursuant to this Agreement.

The aforementioned provisions shall not merge and shall survive closing of the transaction contemplated by this Agreement and may be pleaded as an estoppel against any and all claims and demands that the Purchaser may attempt to make against any one, more or all of the Indemnified Parties.

15. The Vendor makes no representation or warranty whatsoever that the Purchaser, this transaction or the home purchased pursuant to this Agreement will qualify for the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP and/or any other rebates or incentives.

16. In the event that there is any inconsistency or conflict between the provisions contained in this Schedule and the provisions contained in this Agreement, the provisions of this Schedule shall have priority over and shall override the provisions contained in this Agreement to the extent of the inconsistency or conflict.

17. The Purchaser acknowledges and agrees that the Purchaser's qualification for any of the Assigned Rebate(s) is not a condition of this Agreement.

18. The details with respect to the rebates described herein and their qualification criteria are current as at August 17, 2026.

Dated this _____ day of _____, 202_.

Vendor's Initials: .....

Purchaser's Initials: .....

Purchaser's Initials: .....

Purchaser's Initials: .....

Purchaser's Initials: .....

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SCHEDULE "N"

PURCHASER(S) CONTACT SHEET

Notify your Vendor in writing of any changes to this information immediately following such changes.

Purchaser #1

(Surname) (Given Name(s))

Street Apt. # (if appl.)

City Province Postal Code

( ) ( ) ( )
Home Telephone Business Telephone Cell Number

e-mail address

Purchaser #2

(Surname) (Given Name(s))

Street Apt. # (if appl.)

City Province Postal Code

( ) ( ) ( )
Home Telephone Business Telephone Cell Number

e-mail address

Purchaser #3

(Surname) (Given Name(s))

Street Apt. # (if appl.)

City Province Postal Code

( ) ( ) ( )
Home Telephone Business Telephone Cell Number

e-mail address

Purchaser #4

(Surname) (Given Name(s))

Street Apt. # (if appl.)

City Province Postal Code

( ) ( ) ( )
Home Telephone Business Telephone Cell Number

e-mail address

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SCHEDULE "N-C"
Non-Canadians

Purchaser(s): _____
Lot #: _____

Vendor: **DECO HOMES (BRIDGELANDS) INC.**

1. The Purchaser hereby covenants, warrants and represents to the Vendor that: the Purchaser has executed this Agreement of Purchase and Sale (and this Schedule) entirely voluntarily; the Purchaser has no obligation to execute this Agreement of Purchase and Sale (including this Schedule); the Purchaser has had the opportunity to obtain legal advice prior to executing this Agreement of Purchase and Sale (including this Schedule).

2. The Purchaser hereby covenants, warrants and represents to the Vendor that it is aware of, and understands, the provisions contained in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto (*Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto, as may be amended from time to time, are herein collectively referred to as the "**PRPNC Act**").

3. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the PRPNC Act, or if the Purchaser is a non-Canadian, that the Purchaser qualifies for an exception as set out in the PRPNC Act (an "**Exception**") from the prohibition as set out in the PRPNC Act (the "**Prohibition**").

4. If, on or before the Closing Date, the Purchaser is a Non-Canadian (and does not qualify for an Exception from the Prohibition), same shall constitute a breach under this Agreement of Purchase and Sale which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and retain the deposit monies and all other monies paid pursuant to this Agreement of Purchase and Sale as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.

5. The Purchaser hereby indemnifies and saves harmless the Vendor and all corporations and partnerships related, affiliated or associated therewith, and their respective directors, officers, partners, employees and agents, and their legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being a non-Canadian or not qualifying for an Exception from the Prohibition in accordance with the PRPNC Act or the Purchaser's breach of the terms hereof.

6. The Purchaser shall within ten (10) days of request by the Vendor provide such written evidence and confirmation as required by the Vendor from time to time that Purchaser is not a non-Canadian or that the Purchaser qualifies for an Exception to the Prohibition in accordance with the PRPNC Act.

7. On the Closing Date, the Purchaser shall cause the Purchaser's solicitor to deliver to the Vendor's solicitor such documentation as the Vendor may request to confirm that the covenants, warranties and representations contained herein were true and accurate as at the date the Purchaser executed this Agreement of Purchase and Sale (and this Schedule) and continued to be true and accurate up to and including the Closing Date.

DATED this day of , 202__.

_____ _____
Witness: Signature of Purchaser

_____ _____
Witness: Signature of Purchaser

_____ _____
Witness: Signature of Purchaser

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_____ _____

Witness: Signature of Purchaser

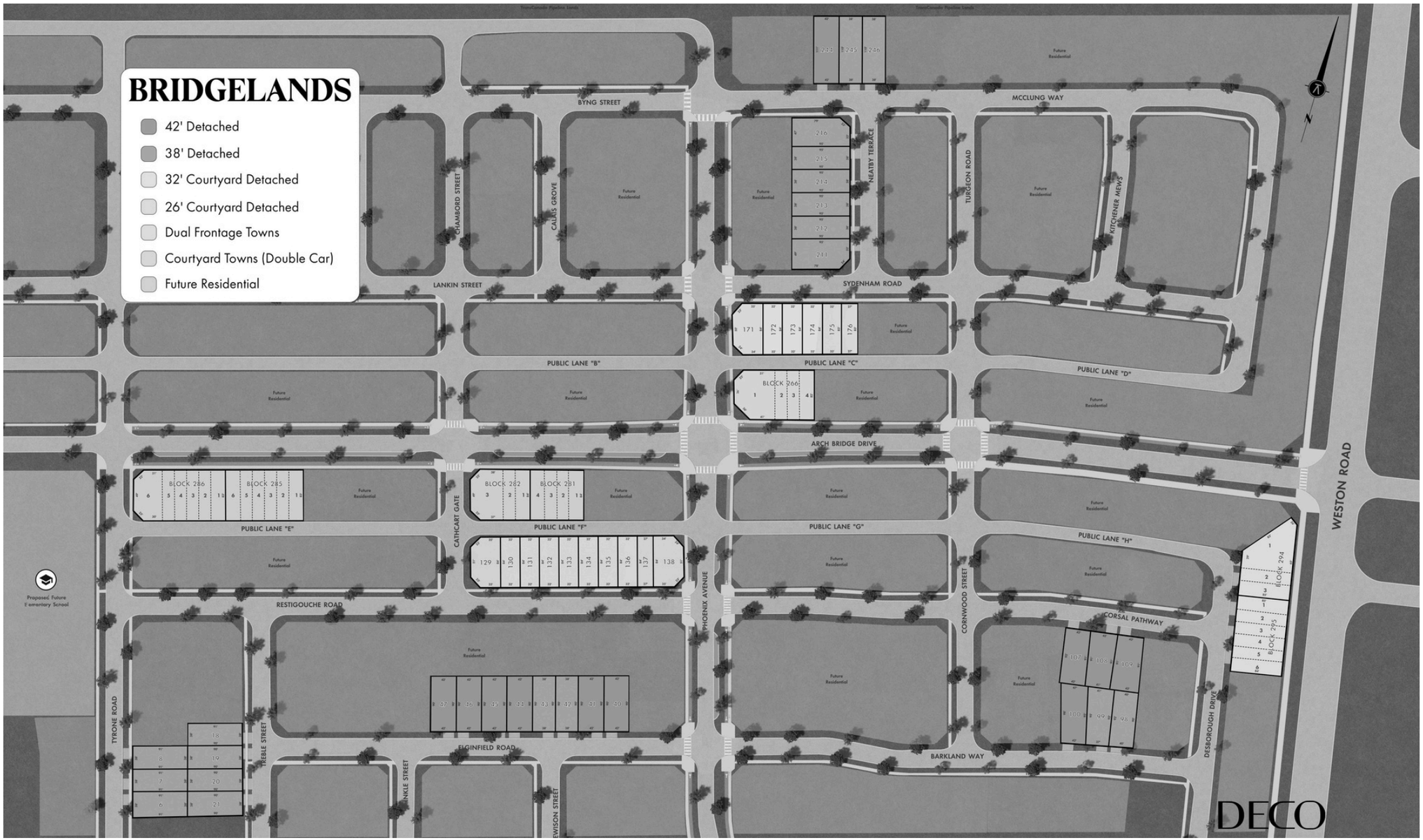
DECO HOMES (BRIDGELANDS) INC.

Per:_____

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SCHEDULE S - SITE PLAN

BRIDGELANDS



Site plan, parks, park amenities, roadways, walkways, schools, sidewalks, open spaces and all other community features are proposed only, not yet final and subject to change without notice and at the sole discretion of the Vendor and or municipality. All representations are artists concept only, purchaser agrees to accept the same. E. & O.E.

Vendor's Initials

Purchasers Initials

Freehold Form
(Tentative Closing Date)

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

VENDOR **DECO HOMES (BRIDGELANDS) INC.**
Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ___day of _____, 20___.

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

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

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

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

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the ___day of _____, 20___.
(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: the ___day of _____, 20___.
(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser's Termination Period

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

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

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

Acknowledged this ____ day of _____, 20____.

VENDOR: _____ PURCHASER: _____

_____ _____

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Addendum to Agreement of Purchase and Sale

Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR **DECO HOMES (BRIDGELANDS) INC.**
Full Name(s)

B65058 | **570 Applewood Crescent**
HCRA Licence Number | Address

(905) 907-0300 | **Vaughan** | **Ontario** | **L4K 4B4**
Phone | City | Province | Postal Code

info@decohomes.ca
Fax | Email*

PURCHASER
Full Name(s)

Address | City | Province | Postal Code

Phone

Fax | Email*

PROPERTY DESCRIPTION

Municipal Address

Vaughan | **Ontario**
City | Province | Postal Code

Part of lots 29 & 30, Concession 8, City of Vaughan, Regional Municipality of York
Short Legal Description

File # 19t-24V-004

Number of Homes in the Freehold Project **78** (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision. ⊗ Yes ○ No
If yes, the plan of subdivision is registered. ○ Yes ⊗ No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ⊗ Yes ○ No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property. ⊗ Yes ○ No

If yes, the nature of the confirmation is as follows: **The Developer**

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

(c) A building permit has been issued for the Property. ○ Yes ⊗ No
(d) Commencement of Construction: ○ has occurred; or ⊗ is expected to occur by the **15th** day of **April**, 20**27**.

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

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

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SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

(a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

  (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
  (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
  (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

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(iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:

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

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

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

(d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

(a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.

(b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.

(c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.

(d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.

(e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

(a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.

(b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

(c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ○ Yes ⊗ No

(d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

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Condition #1 (if applicable)
Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)
Description of the Early Termination Condition:

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

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

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

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

(e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
(f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
(g) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
(ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.

(h) For conditions under paragraph 1(b) of Schedule A the following applies:

(i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
(ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.

(i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
(j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
(k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
(l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

(a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of $7,500, which amount includes: (i) payment to the Purchaser of a set amount of $150 a day for living expenses for each day of delay until the date of Closing; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.

(b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.

(c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.

(d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of $150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.

(e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:

   (i) includes the Vendor's assessment of the delayed closing compensation payable;
   (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
   (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delay compensation payable by the Vendor.

(f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

(a) On or before Closing, the Vendor shall deliver to the Purchaser:
   (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
   (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.

(b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):

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(i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
(ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
(iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.

(c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.

(d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.

(b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.

(c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.

(d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.

(e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.

(f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in Closing alone.

11. Refund of Monies Paid on Termination

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.

(b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.

(c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.
"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser, and **"Close"** has a corresponding meaning.
"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

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"Critical Dates" means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser's Termination Period.
"Delayed Closing Date" means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.
"Early Termination Conditions" means the types of conditions listed in Schedule A.
"Firm Closing Date" means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.
"First Tentative Closing Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.
"Outside Closing Date" means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.
"Property" or "home" means the home including lands being acquired by the Purchaser from the Vendor.
"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).
"Second Tentative Closing Date" has the meaning given to it in paragraph 1(c).
"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.
"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.
"Unavoidable Delay" means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.
"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

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15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

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SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

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SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

1. SUPPLY, INSTALLATION AND CONNECTION OF WATER, ELECTRICITY AND GAS METERS
   Section 1(a) of Schedule "X"
   $2,000.00 plus Applicable Taxes

2. N.S.F. ADMINISTRATIVE FEE (if applicable)
   Section 1(e) of Schedule "X"
   $250.00 plus Applicable Taxes, per occurrence

3. WIRING FEE (if wiring is permitted by Vendor)
   Section 1(g) of Schedule "X"
   $250.00 plus Applicable Taxes per wire; $250.00 plus Applicable Taxes if failure to use Vendor's solicitor's wiring form, per occurrence

4. SECURITY DEPOSIT
   Section 1(h) of Schedule "X"
   $1,500.00

5. TOP-COAT OF ASPHALT ON DRIVEWAY
   Section 1(j) of Schedule "X"
   $800.00 plus Applicable Taxes for a Driveway Apron or $1,000.00 plus Applicable Taxes for a single-width driveway or
   $1,800.00 plus Applicable Taxes for a double-width driveway

6. BUILDING OR FOUNDATION SURVEY
   Section 1(k) of Schedule "X"
   $500.00 plus Applicable Taxes

7. ADMINISTRATIVE FEE FOR FAILURE TO SET UP ACCOUNT(S) WITH UTILITY AUTHORITIES AND SUPPLIERS (if applicable)
   Section 1(m) of Schedule "X"
   $250.00 plus Applicable Taxes, per month

8. VENDOR'S COST FOR INTERNET DELIVERY OF DOCUMENTATION TO PURCHASER'S SOLICITOR
   Section 1(n) of Schedule "X"
   $65.00 plus Applicable Taxes

9. VENDOR'S LEGAL FEES TO DELETE RESTRICTION PURSUANT TO SECTION 118 OF THE LAND TITLES ACT
   Section 1(t) of Schedule "X"
   $275.00 and disbursements, plus Applicable Taxes

10. RELEASE OF VENDOR'S LIEN (if applicable)
    Section 1 of Schedule "X"
    $150.00 plus Applicable Taxes

11. RE-SCHEDULE INSPECTION (if applicable)
    Section 5(b) of Schedule "X"
    $500.00 plus Applicable Taxes

12. HOMEOWNER SERVICE CALL (if applicable)
    Section 9(g) of Schedule "X"
    $350.00 plus the cost of all materials utilized by the Vendor in making such repair, plus Applicable Taxes, per service call

13. LETTER / NOTICE TO PURCHASER FOR DEFAULT (if applicable)
    Section 12 of Schedule "X"
    $500.00 plus disbursements and Applicable Taxes, for each letter or other form of notice

14. CANCELLATION OF APPOINTMENT RE: COLOURS OR MATERIAL SELECTION (if applicable)
    Section 13(c) of Schedule "X"
    $250.00 plus Applicable Taxes

15. VENDOR'S FEES RE: CHANGES TO SELECTED COLOURS OR MATERIALS (if applicable)
    Section 13(i) of Schedule "X"
    $500.00 plus Applicable Taxes, per item changed

16. REGISTRATION OF DISCHARGES
    Section 25 of Schedule "X"
    $250.00 plus Applicable Taxes

17. FAIL TO INFORM VENDOR OF CHANGE OF PURCHASER'S INFORMATION (if applicable)
    Section 27(d) of Schedule "X"
    $250.00 plus Applicable Taxes

18. ELECTRONIC REGISTRATION SYSTEM FEE
    Section 32(a) of Schedule "X"
    $250.00 plus Applicable Taxes

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

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

19. ANY PREPAID OR CURRENT EXPENSE, SUCH AS GAS, ELECTRICITY AND WATER EXPENSES; ANY EXPENSES, CHARGES OR COSTS TO BRING, PROVIDE, DELIVER AND/OR MAKE AVAILABLE SERVICES, SYSTEMS AND/OR UTILITIES, WHICH MAY INCLUDE, WITHOUT LIMITATION, INFRASTRUCTURE AND RELATED CONSTRUCTION COSTS, INCLUDING, WITHOUT LIMITATION, ANY EXPENSES, CHARGES OR COSTS WITH RESPECT TO: ROADWAY CONSTRUCTION, SEWER RELOCATION WORKS, THE CONSTRUCTION, CONNECTION OR RECONNECTION OF SEWERS (STORM AND SANITARY), SEWER IMPOST CHARGES, THE INSTALLATION AND/OR CONNECTION OF ELECTRICITY, WATER AND/OR GAS SERVICES (INCLUDING, WITHOUT LIMITATION, ANY ENERGIZATION CHARGES AND ANY DEPOSITS REQUIRED BY ANY UTILITY OR SERVICE PROVIDER), AND/OR THE INSTALLATION OF METERS FOR THE FOREGOING AND THE COST OF SUCH METERS (if applicable)
    Section 1(a) of Schedule "X

20. TAXES, FUEL, WATER RATES, ASSESSMENT RATES & LOCAL IMPROVEMENT RATES (if applicable)
    Section 1(b) of Schedule "X"

21. LAW SOCIETY TRANSACTION LEVY SURCHARGE
    Section 1(c) of Schedule "X"

22. ENROLMENT/REGULATORY FEES PAID UNDER ONTARIO NEW HOME WARRANTIES PLAN ACT, NEW HOME CONSTRUCTION LICENSING ACT, 2017 AND/OR TO REGULATORS, INCLUDING TARION WARRANTY CORPORATION & HOME CONSTRUCTION REGULATORY AUTHORITY
    Section 1(d) of Schedule "X"

23. ANY INCREASE BETWEEN THE DEVELOPMENT CHARGES AND EDUCATION DEVELOPMENT CHARGES ASSESSED AGAINST OR ATTRIBUTABLE TO THE PROPERTY FROM THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER AND THE AMOUNT ACTUALLY PAID FOR SAID DEVELOPMENT CHARGES AND EDUCATION DEVELOPMENT CHARGES (if applicable)
    Section 1(f) of Schedule "X".

24. ANY OTHER OR NEW LEVIES, CHARGES, PAYMENTS, CONTRIBUTIONS, FEES, ASSESSMENTS, INCLUDING WITHOUT LIMITATION, PARKS LEVIES, CASH-IN-LIEU OF PARKLAND DEDICATION PAYMENTS, NEW DEVELOPMENT CHARGES, NEW EDUCATION DEVELOPMENT CHARGES, PUBLIC ART CONTRIBUTIONS, IMPOST CHARGES, AND/OR COMMUNITY BENEFIT CHARGES OR PAYMENTS ASSESSED OR ATTRIBUTABLE TO THE PROPERTY BY THE MUNICIPALITY, A REGIONAL MUNICIPALITY, TRANSIT AUTHORITY, PUBLIC OR SEPARATE SCHOOL BOARD, CONSERVATION AUTHORITY OR OTHER AUTHORITY UNDER DEVELOPMENT CHARGES ACT, EDUCATION ACT, PLANNING ACT AND ANY EXISTING OR NEW LEGISLATION, BYLAW AND/OR POLICY OF A SIMILAR NATURE (if applicable)
    Section 1(f) of Schedule "X"

25. PAYMENT OF SUM IN EXCESS OF SECURITY DEPOSIT (if applicable)
    Section 1(h) of Schedule "X"

26. COSTS OF ESTHETIC ENHANCEMENTS (if applicable)
    Section 1(i) of Schedule "X"

27. AMOUNTS WITH RESPECT TO RECYCLING CONTAINERS/BINS, RECYCLING PROGRAMS, FOOD/KITCHEN WASTE COLLECTION CONTAINERS/BINS, AND/OR FOOD/KITCHEN WASTE COLLECTION PROGRAMS (if applicable)
    Section 1(l) of Schedule "X"

28. UTILITY / SERVICES FEES (if applicable)
    Section 1(m) of Schedule "X"

29. UNPAID AMOUNTS OWING TO VENDOR FOR EXTRAS, UPGRADES OR CHANGES ORDERED BY THE PURCHASER
    Section 1(o) of Schedule "X" (if applicable)

30. APPLICABLE TAXES ON ANY BONUS AMOUNTS OR BONUS PACKAGES PROVIDED TO THE PURCHASER BY THE VENDOR
    Section 1(p) of Schedule "X" (if applicable)

31. ELECTRICITY FEES, COSTS OR CHARGES ETC. (if applicable)
    Section 1(q) of Schedule "X"

32. WATER FEES, COSTS OR CHARGES ETC. (if applicable)
    Section 1(r) of Schedule "X"

33. GAS SERVICES FEES, COSTS OR CHARGES ETC. (if applicable)
    Section 1(s) of Schedule "X"

34. [*DELETE IF NOT APPLICABLE: FEE TO DELETE RESTRICTION PURSUANT TO SECTION 118 OF THE LAND TITLES ACT
    Section 1(t) of Schedule "X"

35. VENDOR'S LIEN FEES (if applicable)
    Section 1 of Schedule "X"

36. COST TO RECTIFY DAMAGE OR ALTERATION TO ANY SUBDIVISION SERVICE / LIEN / REMOVAL OF ADDITIONS/IMPROVEMENTS / FORFEITURE OF SECURITY DEPOSIT / PAYMENT OF AMOUNT ABOVE SECURITY DEPOSIT AMOUNT (if applicable)
    Section 2(b) of Schedule "X"

37. FORFEITURE OF SECURITY DEPOSIT IF CHANGES TO ELEVATIONS & COLOURS ETC. / PAYMENT OF AMOUNT ABOVE SECURITY DEPOSIT (if applicable)
    Section 2(e) of Schedule "X"

38. COST RE WALK-OUT BASEMENT, LOOK-OUT OR REAR DECK (if applicable)
    Section 3(d) of Schedule "X"

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

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

39. EXTRAS/UPGRADES OR CHANGES (if applicable)
Section 3(g) of Schedule "X"

40. ALL AMOUNTS TO CORRECT AND REMEDY ALL DAMAGE CAUSED BY THE PURCHASER OR THOSE FOR WHOM THE PURCHASER IS IN LAW RESPONSIBLE TO ANY SERVICES INSTALLED WITHIN THE SUBDIVISION (if applicable)
Section 3(t) of Schedule "X"

41. COST TO PURCHASE OR RENT HOT WATER TANK AND RELATED EQUIPMENT (if applicable)
Section 4 of Schedule "X"

42. FEE RE: FAIL TO PROVIDE INFORMATION (if applicable)
Section 7(j) of Schedule "X"

43. PAYMENT OF HST REBATE (if applicable) AND PAYMENT OF ANY INCREASE TO HST (if applicable)
Sections 7(k) and 15 of Schedule "X"

44. COST FOR REPLACEMENT OF LAID SOD / DEDUCTION FROM SECURITY DEPOSIT (if applicable)
Section 9(c) of Schedule "X"

45. APPLIANCE INSTALLATION CHARGES (if applicable)
Section 9(k) of Schedule "X"

46. COSTS TO CORRECT DAMAGES CAUSED BY UNLAWFUL WORKS (if applicable)
Section 11(c) of Schedule "X"

47. INDEMNITY RE: DAMAGE, LOSS OR INJURY ARISING FROM ENTRY ONTO PROPERTY OR SUBDIVISION PRIOR TO CLOSING (if applicable)
Section 11(e) of Schedule "X"

48. COSTS, LOSSES AND DAMAGES ARISING OUT OF DEFAULT, PLUS INTEREST (if applicable)
Section 12 of Schedule "X"

49. REIMBURSEMENT OF VENDOR COSTS RE: ADVERSE IMPACTS TO VENDOR'S CONSTRUCTION SCHEDULE BY PURCHASER
Section 13(a) of Schedule "X"

50. UPGRADES (if applicable)
Section 13(h) of Schedule "X"

51. COSTS & EXPENSES OF COURT ORDER TO DELETE AGREEMENT FROM TITLE (if applicable)
Section 17 of Schedule "X"

52. VENDOR'S AND ITS SOLICITOR'S FEES AND DISBURSEMENTS RE: EXTENSIONS (if applicable)
Section 19(d) of Schedule "X"

53. VENDOR'S LEGAL FEES AND DISBURSEMENTS RE: NON-ELECTRONIC DOCUMENTATION/INFORMATION (if applicable)
Section 31(a) of Schedule "X"

54. EFTS FEES AND CHARGES (if applicable)
Section 31(b)(iii) of Schedule "X"

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Note to Purchaser: capitalized headings herein are for descriptive purposes only – for more particulars, please refer to appropriate provisions of the Agreement of Purchase and Sale.

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Warranty Information for New Freehold Homes

Important information about registering your purchase agreement:

Purchaser Name:

Purchaser Email:

Home ID:

Registration Code:

Please use the Home ID and Registration Code to register your purchase agreement safely and securely with Tarion.

YOU MUST REGISTER your purchase agreement WITHIN 45 CALENDAR DAYS OF SIGNING.

Please register your purchase agreement here: http://Tarion.com/RegisterToday or Scan the QR Code to go to the registration page.

This information sheet also provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion.

Visit tarion.com and log into our online learning hub at https://www.tarion.com/homeowners/homeowner-resources-hub

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The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

The warranty on work and materials commences on your occupancy date and provides up to a maximum of $400,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code.

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- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you.

Two-Year Warranty

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

Seven-Year Warranty

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

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

1. Start your new home buying journey off right by registering your purchase agreement for your new home with Tarion. It's simple, fast, and allows Tarion to start providing you with key information on your builder's warranty coverage and other protections before you get the keys to your new home. Register here: https://myhome.tarion.com/s/purchase-agreement-registration

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2. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.

3. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.

4. Register for Tarion's MyHome right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

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

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

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SCHEDULE "W"

WARNING CLAUSES AND NOTICE PROVISIONS

Block 41-28 East
Phase 1
Warning Clauses
DRAFT – Oct 21, 2026

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

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

1. The Purchaser is hereby notified of the warning and notice clauses contained within Schedule "W" (the "Notices"). Further, the Purchaser acknowledges that the Notices are preliminary in nature and may be altered or modified by the Vendor, governmental authorities or by applicable consultants and that new Notices may be provided to the Purchaser. The Purchaser agrees to be bound by the contents of any Notices (whether existing, altered, modified or new) and covenants to execute forthwith upon request, an acknowledgment containing such Notices if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, to the extent that any Notices are provided to the Purchaser by the Vendor after this Agreement has been executed, such Notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made.

2. Appended as apart of your Agreement of Purchase is a copy of the preliminary community information map for certain lands containing the Property. Said map is in draft format and has not yet been approved by the applicable municipal authorities. Once approved, a copy of the final community information map will be delivered to the Purchaser. The Purchaser shall have no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to any variations or changes made to the preliminary community information map in the future.

City of Vaughan

4.17. Immediately following the registration of the Plan of Subdivision, the Owner of **Lot 1,** within the Plan of Subdivision (collectively the "Burdened Lands"), shall register a restrictive covenant pursuant to Section 119 of the Land Titles Act (Ontario), on title to the Burdened Lands thereto, which prohibits the installation and use of any gate in the boundary fencing or access point from the Burdened Lands to the abutting lands external to the Lands, (Part of PIN 03346-0249 LT) , (the "Benefiting Lands"). The restrictive covenant shall run with the Burdened Lands for a minimum of 999 years. The Owner acknowledges and agrees that it shall not cause or permit others to install, build, erect or

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use any gate within the boundary fencing or any access point from the Burdened Lands to the Benefiting Lands.

4.18. Immediately following the registration of the Plan of Subdivision, the Owner of **Lots 241 to 262, inclusive, and Blocks 287 to 289,** inclusive, within the Plan of Subdivision (collectively the "Burdened Lands"), shall register a restrictive covenant pursuant to Section 119 of the Land Titles Act (Ontario), on title to the Burdened Lands thereto, which prohibits the installation and use of any gate in the boundary fencing or access point from the Burdened Lands to the abutting the lands of TransCanada Pipeline Limited, (Part of PIN 03346-0136 LT) (the "Benefiting Lands"). The restrictive covenant shall run with the Burdened Lands for a minimum of 999 years. The Owner acknowledges and agrees that it shall not cause or permit others to install, build, erect or use any gate within the boundary fencing or any access point from the Burdened Lands to the Benefiting Lands.

4.19. Immediately following the registration of the Plan of Subdivision, the Owner of **Blocks 290 to 293,** inclusive, within the Plan of Subdivision (collectively the "Burdened Lands"), shall register a restrictive covenant pursuant to Section 119 of the Land Titles Act (Ontario), on title to the Burdened Lands thereto, which prohibits the installation and use of any gate in the boundary fencing or access point from the Burdened Lands to the abutting the lands of York Region (Weston Road, Part of PIN 03345-0001 LT) (the "Benefiting Lands"). The restrictive covenant shall run with the Burdened Lands for a minimum of 999 years. The Owner acknowledges and agrees that it shall not cause or permit others to install, build, erect or use any gate within the boundary fencing or any access point from the Burdened Lands to the Benefiting Lands.

5.1. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers are advised that the planting of trees on City boulevards in front of residential units is a requirement of this Agreement. A drawing showing conceptual locations for boulevard trees is included as an Approved Plans and Drawings in Schedule J of this Agreement. This is a conceptual drawing only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice."

"The City has not imposed a "tree fee" or any other fee which may be charged as a condition of purchase for the planting of trees. Any "tree fee" paid by purchasers for boulevard trees does NOT guarantee that a tree will be planted on the boulevard in front or on the side of the dwelling."

5.2. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision that may abut a public highway, walkway, park, open space or similar public space:

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"Purchasers and/or tenants are advised that fencing along the property lines of lots and blocks abutting public lands is a requirement of this Agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private Lands and totally clear of any 0.3 metre reserve, as shown on the Approved Plans and Drawings.

The City has taken Financial Securities from the Owner (Block 41 – 28E Developments Limited) as security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the purchasers and/or tenants to the City and/or Owner/developer, for fencing, is NOT a requirement of this Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or York Region and shall be maintained by the Owner until Final Assumption of the services within the Plan of Subdivision. Thereafter, the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot or block owner. Landscaping provided on York Region right-of-ways by the Owner or the City for aesthetic purposes shall be approved by York Region and maintained by the City with the exception of the usual grass maintenance."

5.3. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are not permitted to remove, replace nor change the layout and the design of the chain-link, wood privacy, acoustical and post and rail fences supplied and installed by the Owner. In addition, purchasers and/or tenants are not permitted to change the colour of the wood fence stain."

5.4. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are not permitted to supply and install fence extensions. In addition, purchasers and/or tenants are not permitted to supply and install fencing, masonry works and landscaping within the City's or York Region's property. All encroachments within public lands are subject to removal by the Owner or the City at the expense of the purchasers and/or tenants."."

5.3 The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

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"Purchasers and/or tenants are not permitted to remove, replace nor change the layout and the design of the chain-link, wood privacy, acoustical and post and rail fences supplied and installed by the Owner. In addition, purchasers and/or tenants are not permitted to change the colour of the wood fence stain

5.4. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision that may abut a public highway, walkway, park, open space or similar public space:

"Purchasers and/or tenants are not permitted to supply and install fence extensions. In addition, purchasers and/or tenants are not permitted to supply and install fencing, masonry works and landscaping within the City's or York Region's property. All encroachments within public lands are subject to removal by the Owner or the City at the expense of the purchasers and/or tenants

5.5. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan By-Law 001-2021 as amended or superseded, as follows:

(a) The maximum width of a driveway shall be 6 metres measured at the road curb, provided circular driveways shall have a maximum combined width of 9 metres measured at the road curb.
(b) Driveway in either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Width of Driveway
Less than 6m	2.9
6.0 - 6.99m 7.0 - 8.99m 9.0 – 11.99m 12.0m and greater	3.5m 3.75m 6.0m 9.0m

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[1] The Lot Frontage for Lots between 6.0 – 11.99m shall be comprised of a Minimum of thirty-three percent (33%) Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.19.1 of Zoning By-law 001-2021.

[2] The Lot Frontage for Lots 12.0m and greater shall be comprised of a Minimum of fifty percent (50%) Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.19.1. of Zoning By-law 001-2021.

5.6. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this Agreement.

The City has taken Financial Securities from the Owner (Block 41 – 28E Developments Limited) as security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the purchasers/tenants to the City and/or Owner/developer, for lot grading purposes, is NOT a requirement of this Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord."

5.7. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are hereby put on notice that the Telecommunications Act (Canada) and the Canadian Radio-television and Telecommunications Commission authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the Lands provide sufficient service and facilities to meet their needs.

5.8. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that this plan of subdivision is designed to include rear lot catch basins. The catch basin is designed to receive and carry only clean stormwater for the purposes of maintaining appropriate drainage on the lot or block and shall not be modified or removed. It is the homeowner's responsibility to maintain the rear lot catch basin in proper working conditions by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catch basin. The rear lot catch basins are shown on the Approved Plans and Drawings and the location is subject to change without notice."

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5.9. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

“Purchasers and/or tenants are advised that their rear yard lot area has been designed to incorporate an infiltration trench system to achieve groundwater balance. It is the responsibility of the homeowner to maintain the infiltration trench systems in good operating condition, which may include periodic cleaning of the rear yard catch basin. No planting activity or structures are permitted on the infiltration trenches.”

5.10. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

“Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner/developer in its Sales Office.”

5.11. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

“Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the dwelling occupants.”

5.12. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for Lots 114, 160 to 162, 261 and 262, and Blocks 272, 273, 283 to 289, 290, 292, 293, 294, 295 to 299, within the Plan of Subdivision:

"Purchasers and/or tenants are advised that air conditioning units are to be located on the lot in compliance with the provisions of the City of Vaughan By-Law 001-2021, as amended or superseded.”

5.13. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for the dwelling unit on **Lots 36 to 39, 64 to 66, 81, 82, 110 to 113, 138, 139, 159, 170, 171, 192, 199 to 210, 235 to 260**, and **Blocks 263 to 271, 275 to 282, 302 and 310**, within the Plan of Subdivision:

“Purchasers and/or tenants are advised that, despite the inclusion of noise control features within the development area, road traffic noise will continue to increase occasionally interfering with some activities of the dwelling occupants. This dwelling has, therefore, been equipped with forced air heating and ducting, etc. sized to accommodate

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the future installation of air conditioning by the purchaser and/or tenant. The location of the air conditioning unit on the lot shall be in compliance with the provisions of City of Vaughan By-Law 001-2021, as amended or superseded."

5.14. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and tenants are advised that the public walkway will be maintained to a lesser standard than local public roads.

5.15. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that public transit routes have not been determined for the area within the Plan of Subdivision, however, Weston Road, Arch Bridge Drive, and Phoenix Avenue may be subject to public transit bus traffic."

5.16. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the Owner (Block 41 – 28E Developments Limited) has made a contribution towards waste diversion containers for each residential unit as a requirement of this Agreement. The City has taken this contribution from the Owner/developer to off-set the cost for the waste diversion containers, therefore, direct cash deposit from the purchasers or tenants to the Owner for waste diversion containers purposes is NOT a requirement of the City of Vaughan. The City of Vaughan does not control the return of such deposits, and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord. The intent of this initiative is to encourage the home purchasers or tenants to participate in the City's waste diversion programs and obtain their waste diversion containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, (905) 832-8562; the JOC is located on the north side of Rutherford Road just west of Melville Avenue."

5.17. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for the most southerly dwelling unit on **Block 290**, and the most northerly unit on **Block 291**, within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the property lot abuts a pedestrian walkway and that noise and lighting should be expected from the designed active use of the walkway. Due to the nature of the lot development, a 1.8 metres high wood privacy fence has been constructed abutting the walkway boundary with all fencing material, including foundations, totally on within the private lot as per City Walkway Standard."

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5.18. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that Tyrone Road, Treble Street, Inkle Street, Jewison Street, Phoenix Avenue and Deborough Drive ending in a dead end or cul-de-sac will be extended in the future to facilitate the development of adjacent lands, and the temporary vehicular turn-around and will be removed without further notice."

5.19. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for abutting or in proximity of any open space, valleylands or woodlots within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the adjacent open space, valleylands or woodlot may be left in a naturally vegetated condition and receive minimal maintenance."

5.20. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the neighbourhood municipal park(s) may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City."

5.21. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the lot abuts a neighbourhood municipal park of which noise and lighting may be of concern due to the nature of the park for active recreation. The park may be subject to future redevelopment resulting in additional/revised and/or renewed recreational opportunities that may result in increase in usage, lighting, and/or noise."

5.22. The following clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all **Lots 66, 81, 82, 138, 139, 170, 171 256 to 262, most westerly dwelling unit on Block 266 and Block 279**, **most easterly dwelling unit on Block 265 and Block 280, Blocks 277, 273, 290, 293 and 294** within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the acoustic berm and "as recorded" on the lot shall be maintained, repaired and/or replaced by the homeowner following Final Assumption of the subdivision."

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5.23. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that any encroachment and/or dumping from the lot to the open space, valleylands and/or woodlot area prohibited."

5.24. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for **lots 1** within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the school site, open space, public road and/or walkway woodlot, and/or park is prohibited."

5.25. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that their rear yard lot area has been designed to incorporate an infiltration trench or soak-away pit system to achieve groundwater balance. It is the responsibility of the homeowner to maintain the infiltration trench or soak-away pit systems in good operating condition, which may include periodic cleaning of the rear yard catch basin/no planting activity or structures are permitted on the infiltration trenches and soak-way pits."

5.26. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers/tenants are advised that sounds from the TransCanada PipeLines Ltd. Station 130 Compressor Station may be audible at times."

5.27. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers/tenants are advised this dwelling is within a Class 4 area under Ministry of the Environment, Conservation and Parks noise guideline NPC-300 and that it is assumed that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed. Notwithstanding any noise mitigation at source or in the design of this development and individual dwellings, noise from the TransCanada PipeLines Ltd. Station 130 Compressor Station may at times interfere with some activities of the dwelling occupants. In the event of such an occurrence, residents are advised to close the windows."

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5.28. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

(a) "Notice of the easement within or in proximity to the property which may be affected by development activities on the property;
(b) Notice of the location of the TransCanada PipeLines Ltd. compressor station facility, known as "Station 130-Maple", within 750 metres of the Subject Lands; c. Notice of the 30 metre Prescribed Area as regulated by the CER Act;
(c) The number of high-pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
(d) The setback for all permanent structures and excavations from the limits of the TransCanada PipeLines Ltd. pipeline right-of-way; and,
(e) The One Call number 1-800-400-2255 and website ClickBeforeYouDig.com or ontarioonecall.ca."

5.29. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that due to the proximity of the future and existing industrial facilities, sound levels from the facilities may at times be audible."

York Region

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase,
occasionally interfering with some activities of the building's occupants."

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19. The Proponent shall include notice of the following in all offers of purchase and sale:

a. Notice of the easement within or in proximity to the property which may be affected by development activities on the property;
b. Notice of the location of the TCPL compressor station facility, known as "Station 130-Maple", within750 metres of the Subject Lands;
c. Notice of the 30 metre Prescribed Area as regulated by the CER Act;
d. The number of high-pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
e. The setback for all permanent structures and excavations from the limits of the TCPL Pipeline Rightof-Way; and,
f. The One Call number 1-800-400-2255 and website ClickBeforeYouDig.com or ontarioonecall.ca

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Noise

Lots 261, 262, Blocks 272, to Block 274, Block 290 to 297

A. "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 sound level limits of the Municipality and the Ministry of the Environment."

C. "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 traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels may exceed the noise guidelines of the Municipality and the Ministry of the Environment."

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

Lot 260, Lots 66, 81, 82, 138, 139,170, 171, 256 to 259, Blocks 265, 266, 279, 280, Lots 36 to 39, 64, 65, 110 to 113, 159, 192, 199 to 210, 235 to 255, Blocks 263, 264, 267 to 271, 275 to 278, 281, 282, 302, 310

B. "This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment".

C. "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 traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels may exceed the noise guidelines of the Municipality and the Ministry of the Environment."

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

Lots 114, 160 to 162, Blocks 283 to 286, 298, 299, Blocks 287 to 289

A. "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 sound level limits of the Municipality and the Ministry of the Environment."

C. "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to

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increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels may exceed the noise guidelines of the Municipality and the Ministry of the Environment."

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

E. "Purchasers/tenants are advised this dwelling is within a Class 4 area under Ministry of the Environment, Conservation and Parks noise guideline NPC-300 and that it is assumed that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed. Notwithstanding any noise mitigation at source or in the design of this development and individual dwellings, noise from the TCPL Station 130 Compressor Station may at times interfere with some activities of the dwelling occupants. In the event of such an occurrence, residents are advised to close the windows."
All other lots

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

Developer

Be advised that notwithstanding that there may be layby parking abutting or adjacent to a dwelling unit, there is no guarantee of a reserved parking spot nor is there any guarantee that overnight parking may be permitted by the City.

Purchasers and/or tenants, respecting laneways are advised that:

a) the public laneway will be maintained to a lesser standard than local public streets;
b) snow clearing, plowing and sanding operations for the public laneway will occur only after all city streets have been cleared, plowed, and/or sanded, and either 15 cm or more snow has fallen or severe rutting has occurred; and,
c) lighting in the public laneway will only occur from light fixtures installed on the property Owner's garage, and the light fixtures shall be operated and maintained by the property Owner at the expense of the property Owner

Purchasers are advised that the developer will not consent to applications related to substantive grade changes and / or curb cuts until such time as the City assumes the subdivision.

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SCHEDULE "X" – Adjustments / Terms / Provisions

1. ADJUSTMENTS

The balance due on the Closing Date after credit of the deposits paid by the Purchaser to the Vendor shall be adjusted on the Closing Date as to the items required by the terms of this Agreement (plus Applicable Taxes) which shall include, without limiting the generality of the foregoing, the following:

(a) The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for electricity, water, gas and other services, and the Vendor may recover any payments made by the Vendor on account of the Property from the Purchaser. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing and prior to assumption of the Subdivision by the

City of Vaughan, (the "**Municipality**") (the term "**Subdivision**" meaning a plan(s) of subdivision to be registered (or registered) by the subdivider thereof (the "**Subdivider**") upon lands that comprise the Property as well as other nearby lands, said being subject to the plan(s) of subdivision being described in the

Municipality's File No. 19t-24V-004, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor or Subdivider to restore the Property to the original state provided by the Vendor. The Purchaser shall pay, or reimburse the Vendor for any other prepaid or current expense, such as gas, electricity and water expenses; and any expenses, charges or costs paid or incurred by the Vendor or an affiliate or related company to bring, provide, deliver and/or make available services, systems and/or utilities to the Property, the Subdivision and/or the residential dwellings being marketed for sale by the Vendor within the Subdivision (said dwellings being referred to herein as the "**Project**"), which may include, without limitation, infrastructure and related construction costs, including, without limitation, any expenses, charges or costs with respect to: roadway construction, sewer relocation works, the construction, connection or reconnection of sewers (storm and sanitary), sewer impost charges, the installation and/or connection of electricity, water and/or gas services (including, without limitation, any energization charges and any deposits required by any utility or service provider), and/or the installation of meters for any of the foregoing and the cost of such meters, notwithstanding that the Purchaser shall not own such meters. If the aforementioned expenses, charges and costs are not assessed against the Property directly, then the Vendor shall be entitled to a reimbursement for the foregoing, as may be apportioned by the Vendor equally among all of the residential dwellings within the Subdivision, equally among all of the residential dwellings within the Project or in such other manner as the Vendor may elect, said method of apportionment to be determined by the Vendor in its sole, absolute, subjective and unfettered discretion. Notwithstanding anything herein, the sum payable by the Purchaser to the Vendor with respect to, specifically, the supply, installation and connection of the water, electricity and gas meters shall be $2,000.00 plus Applicable Taxes, payable to the Vendor as an adjustment on the Closing Date;

(b) Taxes, fuel, water rates, assessment rates and local improvements to be apportioned and adjusted with the Vendor being responsible for all such charges up to the Closing Date with the Purchaser being responsible for all such charges from and including the Closing Date. Where the Vendor has posted security for taxes, made payment for taxes or has been advised by the applicable authority that taxes will be billed to its account for the current year and/or following year, taxes shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained. In the event realty taxes have not been individually apportioned or assessed 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 and agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling (as defined below) constructed on the Property issued subsequent to the Closing shall be the

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sole responsibility of the Purchaser. Notwithstanding the foregoing, the Vendor shall not be obliged to make any readjustment of the foregoing deposit in the event that such readjustment is equal to or less than $150.00;

(c) The transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Ontario plus Applicable Taxes shall be reimbursed to the Vendor on the Closing;

(d) Any enrolment and/or regulatory fees paid by the Vendor for the Property under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the Ontario New Home Warranties Plan Act (the "**Warranty Act**"), New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to any of the foregoing, including, without limitation, the Tarion Warranty Corporation ("**Tarion**"), and/or the Home Construction Regulatory Authority, plus Applicable Taxes thereon;

(e) A $250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for any direct deposit or cheque paid for a deposit or for any upgrades which is not honoured or accepted by the Purchaser's bank for any reason, including, without limitation, a cheque returned N.S.F. or upon which a "stop payment" has been ordered;

(f) The following shall be paid to the Vendor on the Closing, plus Applicable Taxes exigible thereon: any increase between the development charges and education development charges assessed against or attributable to the Property (pursuant to the Development Charges Act, the Education Act or any successor or replacement legislation) on the date of execution of this Agreement by the Purchaser (if same are paid or could be paid on such date) and the amount actually paid for said development charges and education development charges (irrespective of whether or not the Vendor paid same at first instance), together with any other or new levies, charges, payments, contributions, fees or assessments, including without limitation, any parks levies, cash-in-lieu of parkland dedication payments, new development charges, new education development charges, public art contributions, impost charges, and/or community benefit charges or payments assessed against or attributable to the Property by the Municipality, a regional municipality, a transit authority, a public or separate school board, a conservation authority or any other authority having jurisdiction under the Development Charges Act, the Education Act, the Planning Act (as amended by the *More Homes, More Choice Act, 2019)* and any other existing or new legislation, bylaw and/or policy of a similar nature, irrespective of whether or not the Vendor paid same at first instance. If any of the aforementioned amounts are not assessed against the Property directly, then the Vendor shall be entitled to a reimbursement for the foregoing, as may be apportioned by the Vendor, equally among all of the residential dwellings within the Subdivision, equally among all of the residential dwellings within the Project or in such other manner as the Vendor may elect in the Vendor's sole, absolute, subjective and unfettered discretion;

(g) A $250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Property by wire transfer. All payments by wire transfer shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer form, which may be amended by the Vendor's solicitor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with by the Purchaser or the Purchaser's solicitor, the Purchaser shall pay an additional adjustment of $250.00, plus Applicable Taxes, as an administrative fee per occurrence;

(h) The Purchaser shall provide a refundable security deposit in the amount of $1,500.00 on the Closing (the "**Security Deposit**") to secure compliance with the Purchaser's obligations, covenants and responsibilities contained within this Agreement, including without limitation, the Purchaser's covenants with respect to: alterations to the grading of the Property and damage to subdivision services. At the Vendor's option, exercised in the Vendor's sole, absolute, subjective and unfettered discretion, the Vendor shall determine whether the Purchaser has breached its obligations, covenants and responsibilities contained within this Agreement as well as the cost to rectify such breach(es) (including without limitation, the cost to repair or rectify any alterations to the grading of the Property or damage to subdivision services, as applicable). If a determination has been made, as aforesaid, then the Vendor will deduct the applicable cost to rectify same

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from the Security Deposit and the Purchaser covenants and agrees to abide by such determination. Should the cost of such rectification EXCEED the value of the Security Deposit, then the Vendor shall be entitled to compensation from the Purchaser for the difference between the Security Deposit and such cost and the Purchaser shall pay such shortfall forthwith upon demand by the Vendor. The Security Deposit, (or any balance thereof after applicable deductions, as herein described) shall be released to the Purchaser upon the Purchaser's written request upon LATER OF: (i) the event of municipal assumption of subdivision services within the Subdivision and (ii) the completion of all the Tarion warranty periods for the Property.

(i) In the event the Vendor has undertaken an obligation for esthetic enhancements and/or has paid the Subdivider for esthetic enhancements such as boulevard treatments or improvements, or landscaping (including tree or shrub planting), or entrance features, or privacy fencing, lot-line fencing, chain-link fencing, corner lot fencing (or other fences/fencing), or retaining walls, or driveway enhancements, patio slabs and/or any other item of a similar nature in the Subdivision, the Project and/or in the vicinity thereof, the cost thereof shall be waived by the Vendor;

(j) The Purchaser shall pay as an adjustment on the Closing Date the sum of $800.00 plus Applicable Taxes to reimburse the Vendor for the top-coat asphalt for a driveway apron, or $1,000.00 plus Applicable Taxes to reimburse the Vendor for the top-coat of asphalt for a single-width driveway or the sum of $1,800.00 for the top-coat of asphalt for a double-width driveway. Asphalt will be installed in two coats where permitted by the Municipality. Some municipalities require both coats to be installed at one time and driveways will be installed as per municipal engineering standards. The Purchaser shall pay for the top coat whether it is installed in one lift with the base or on a separate occasion as the base. Further, the Purchaser shall pay for the top coat, irrespective of whether the driveway is constructed before or after the Closing Date;

(k) In the event the Vendor has provided the Purchaser with a building or foundation survey, the Purchaser shall pay the Vendor in the amount of $500.00, plus Applicable Taxes as an adjustment on Closing;

(l) Any charges, plus Applicable Taxes, paid by the Vendor to the Municipality, other governmental authority or other person (including a private waste contractor) with respect to recycling containers/bins, recycling programs, food/kitchen waste collection containers/bins, and/or food/kitchen waste collection programs such charges to be absolutely determined by statutory declaration sworn on the part of the Vendor shall be reimbursed to the Vendor on the Closing;

(m) If the Purchaser fails to enter into any necessary contractual arrangements with the relevant public or private utility authorities and suppliers with regards to the provision of water, hydro, gas, cable TV and/or any other service to the Property on or after the Closing Date, the Purchaser shall forthwith upon demand pay to the Vendor all amounts charged to the Vendor after the Closing Date with regards to such utilities and/or services plus the Vendor's administrative fee of $250.00 plus Applicable Taxes for each month (or part thereof) that the Vendor is charged for said utilities and/or services;

(n) The costs incurred by the Vendor for the internet delivery of documentation to the Purchaser's solicitor, being $65.00 plus Applicable Taxes;

(o) Any amounts which may, in the Vendor's discretion, remain unpaid and owing to the Vendor on account of any extras, upgrades or changes for the Property ordered by the Purchaser;

(p) Any Applicable Taxes which are payable on the account of any bonus amounts or bonus packages provided to the Purchaser by the Vendor.

(q) If requested by the Vendor or the Electricity Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of electricity and/or the party monitoring consumption of electricity to the Property (the "Electricity Provider"), on the Electricity Provider's form, for the provision and/or metering of electricity services to the Property. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment, administration, commodity and non-commodity fees/charges) for such electricity services and/or for monitoring consumption of same shall be adjusted for the

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month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Closing Date;

(r) If requested by the Vendor or the Water Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of water and/or the party monitoring consumption of water to the Property (the "Water Provider"), on the Water Provider's form, for the provision and/or metering of water services to the Property. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment, administration, commodity and non-commodity fees/charges) for such water services and/or for monitoring consumption of same shall be adjusted for the month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Closing Date;

(s) If requested by the Vendor or the Gas Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of gas and/or the party monitoring consumption of gas to the Property (the "Gas Provider"), on the Gas Provider's form, for the provision and/or metering of gas services to the Property. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment, administration, commodity and non-commodity fees/charges) for such gas services and/or for monitoring consumption of same shall be adjusted for the month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Closing Date.

(t) If a restriction pursuant to Section 118 of the *Land Titles Act* is registered against title to Property in favour of a municipal authority and the Vendor must cause such restriction to be deleted from title in order to convey the Property to the Purchaser, then the Purchaser shall reimburse any fee paid by the Vendor to the municipal authority to delete said restriction, plus Applicable Taxes, as well as the Vendor's legal fees of $275.00 plus disbursements and Applicable Taxes in respect of same;

The Purchaser acknowledges and agrees that certain amounts payable by the Purchaser as adjustments under this Agreement may include costs, expenses and sums paid by a company or person other than the Vendor (for example, a company or person affiliated or related to the Vendor, a company or person acting as agent for and on behalf of the Vendor, the Subdivider or by a predecessor in title to the Property and/or by a predecessor in title to the lands upon which the Subdivision and/or Project is situated. Notwithstanding that such costs, expenses and sums were not paid directly by the Vendor itself, as aforesaid, the Purchaser covenants and agrees to pay such amounts as adjustments on the Closing Date in accordance with the herein terms. Further, the Purchaser specifically acknowledges and agrees that certain amounts payable by the Purchaser as adjustments under this Agreement may include costs, expenses and sums paid or payable by the Vendor to the Subdivider as reimbursements, deposits and the like pursuant to agreements and/or arrangements between the Vendor and the Subdivider.

In the event that the Vendor (or a company or person affiliated or related to the Vendor or a company or person acting as agent for and on behalf of the Vendor) receives any rebate, credit, recovery, adjustment, discount or similar benefit from any party or parties in respect of any item that the Vendor is entitled to charge the Purchaser for in accordance with this Agreement, then the Vendor (or a company or person affiliated or related to the Vendor or a company or person acting as agent for and on behalf of the Vendor) shall be entitled to retain any such rebate, credit, recovery, adjustment, discount or similar benefit for its own use and as its own property absolutely and shall not be obliged to credit or adjust with the Purchaser for any such rebate, credit, recovery, adjustment, discount or similar benefit.

All proper readjustments shall be made after Closing, if necessary, forthwith upon written request. The Vendor may register a Notice of Vendor's Lien or a Charge, in the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to said Notice of Vendor's Lien or Charge including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register said Notice of Vendor's Lien or Charge on title to the Property. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Notice of Vendor's Lien or a Discharge of the Charge after such unpaid purchase monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of a fee of $150.00 plus Applicable Taxes. The Purchaser hereby irrevocably consents and authorizes the Vendor and the Vendor's solicitors to register the aforementioned Notice of Vendor's Lien or Charge on title to the Property, without liability on the part of the Vendor or the Vendor's solicitors with respect to such registration;

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The adjustments described herein which constitute reimbursements by the Purchaser to the Vendor may, at the Vendor's sole, absolute and unfettered discretion, be conclusively established, determined and/or apportioned, by way of certification by the Vendor and/or by way of a consultant retained by the Vendor.

The Purchaser hereby agrees to execute and deliver to the Vendor's solicitors, on or before the Closing Date, any document required by the Vendor or its solicitors confirming that the Purchaser has consented to and authorized the Vendor to act as its agent in the payment of realty taxes and/or other sums with respect to the purchase of the Property (the "**Payments**") (as shown in the statement of adjustments for the herein transaction) and has approved of the Payments made by, or the Payments to be made by, the Vendor to third parties to whom such Payments are payable and owed.

2. DEVELOPMENT MATTERS

(a) The Vendor, the Subdivider or their servants or agents may, for such period after Closing as is designated by the Subdivider and/or Vendor, enter upon the Property at all reasonable hours to enable completion or correction of sodding, fencing, corner lot screens or fences, aesthetic enhancement features, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefor, and the Transfer/Deed may contain such provisions.

(b) The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage pattern, 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. 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(s) or other development, site plan or similar agreements with respect to the Subdivision and/or the Property (the "**Development Agreements**"). Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys/boxes 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, hot tub, underground sprinkler system, fencing, decking, curbs, retaining walls, landscape rocks, trees, shrubs, gazebos or other structures, nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality and the Subdivider and after the Purchaser has made due application for (if applicable) any permits required for such work by the Municipality or any other authority with jurisdiction. The Purchaser agrees to remove such additions and/or improvements at its own cost upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense. Any changes to the grading in contravention of the foregoing by the Purchaser shall result in the forfeiture of the Security Deposit and the Purchaser shall reimburse the Vendor for any costs over and above the Security Deposit resulting from the Purchaser's contravention of the foregoing.

(c) The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Subdivider (the "**Subdivider's Architect**") and the Purchaser agrees to accept the Property subject to any changes, variations or restrictions now or hereafter imposed by the Subdivider or Subdivider's Architect.

(d) The Purchaser acknowledges that the dimensions, specifications, layouts and sizes of the Property set out in this Agreement or on any schedule attached hereto or shown on any drawings, brochures, renderings or plans made available to the Purchaser on site or otherwise are approximate only and are subject to change without notice. In the event the dimensions, specifications, layouts and sizes (including without limitation, the frontage, depth or area of the Property) are varied from those specified in the Agreement, or on any schedule attached hereto or

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shown on drawings, brochures, renderings or plans made available to the Purchaser on site or otherwise, as aforesaid, or any or all of the foregoing and provided the Property complies with municipal and other governmental requirements including zoning by-laws, the Purchaser agrees to accept all such variations without claim for abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. In addition to the foregoing, if minor variations to the size of the Dwelling including internal dimensions of any areas are made to the Dwelling the Purchaser shall accept such minor variations without any abatement to the Purchase Price. The Purchaser acknowledges that the Dwelling is a model type, and may not match the floor plans and elevations specified in the Agreement, or on any schedule attached hereto or shown on drawings, brochures, renderings or plans made available to the Purchaser on site or otherwise. In addition to and notwithstanding anything herein, the following alterations and adjustments may be made by the Vendor to the lot and model type selected by the Purchaser for any reason, and shall be deemed for all purposes to be minor or adjustable, and the Purchaser shall accept the dwelling constructed on the Property with any or all of the following changes without compensation: (a) a change in the front elevation of the Property that results in an increase or decrease in the number of steps to the front door and any change to the grading which affects or alters the steps and entry to the dwelling from the front door to the lot line of the Property; (b) the deletion or addition or relocation of any and all entry doors to the garage; (c) the relocation or the raising or lowering of the elevation of any other entry doors into the dwelling or the elevation of the laundry area; (d) the addition or deletion of steps into any and all of the rear yard, the side yard and the garage; (e) the installation of a threshold dividing rooms or living areas required by differences in surface elevations or floor materials; (f) the substitution of a door for a patio door, or a patio door for a door, (g) the substitution of a door or patio door for a window, or a window for a door or patio door; (h) the construction of the dwelling reversed to the layout shown on the model floor plans; (i) any other substitution by the Vendor permitted under this Agreement; or changes in the location in the basement of the furnace, the water tank, or other services; (k) a reduction in the area of the dwelling within the tolerances permitted by the Tarion requirements; (I) any changes imposed by the Municipality or the architectural control architect, either before or after approval of the plans by either or both; (m) any other change that does not reduce the market value of the property as of the Closing Date; and/or (n) any other change that the Vendor's architect and/or technologist in his unfettered discretion considers minor, and the statutory declaration of the architect and/or technologist or his employee in charge of the Subdivision and/or Project shall be deemed to be conclusive and binding on the Purchaser. If the Vendor makes any other change that is not deemed minor or adjustable without compensation, the Purchaser's sole remedy shall be to complete the Closing and make a claim for compensation, measured by the reduction to the market value of the Property as of the Closing Date.

(e) All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever will be permitted to the aforementioned prior to assumption of the Subdivision by the Municipality, and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme as architecturally controlled and approved. Any changes to the aforementioned by the Purchaser shall result in the forfeiture of the Security Deposit and the Purchaser shall reimburse the Vendor for any costs over and above said deposits resulting from the aforementioned Purchaser's changes and any obligation imposed upon the Vendor by any authority with jurisdiction to restore such architecturally controlled and approved colours and/or finishes.

(f) The Purchaser acknowledges and agrees that in the event the Dwelling being purchased herein is a semi-detached or townhouse dwelling unit, the lot or block upon which such dwelling unit is constructed will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of such lot or block without any abatement of the Purchase Price or claim for compensation whatsoever.

(g) Esthetic enhancements such as boulevard treatments, landscaping (including tree planting), entrance features, or corner lot fencing, or fences or retaining walls may be erected/placed/installed within the Subdivision in accordance with municipally approved plans. Such esthetic enhancements may not necessarily apply to/benefit all dwellings within the Subdivision. The erection/placement/installation and/or spacing of esthetic enhancements such as municipal trees and/or privacy fencing

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may be sporadic in accordance with municipally approved plans and the overall design objectives of the Municipality, the Vendor and/or the Subdivider. Purchasers who do not receive/benefit from any esthetic enhancements such as a municipal tree or privacy fencing are not entitled to any refund/abatement of any sums payable to the Vendor hereunder. In the event this Agreement, any schedule hereto or other matter obligates the Vendor and/or Subdivider to install or provide any of the features set out herein, such matters will be provided and installed at the times determined by the Vendor and/or Subdivider and shall not comprise outstanding deficiencies or matters with respect to the completion of the Dwelling, and the Purchaser specifically acknowledges, covenants and agrees that any such features shall be installed at the times determined by the Vendor and/or Subdivider in its sole, absolute, subjective and unfettered discretion.

3. CONSTRUCTION

(a) The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "**Dwelling**") of the type hereinbefore indicated in accordance with the plans of the Vendor therefore and filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule "E" annexed hereto. The Dwelling shall be deemed to be completed for the purposes of Closing when the requirements of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale have been met and the Purchaser agrees in such case to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking given pursuant to section headed "COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION" hereof to complete the Dwelling, and 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 Act, and will not claim any lien holdback on Closing. If by reason of "Unavoidable Delay" as defined in or as otherwise permitted by the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale the Vendor is required to extend the Closing, the Vendor shall be entitled to extend the Closing provided the Vendor complies with the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale in respect of such extensions. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and provided that the provisions of paragraph 9 of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale attached hereto have been complied with. The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or Tarion or otherwise in respect of apparent deficiencies or incomplete work.

(b) 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.

(c) The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustical barriers, corner lot fencing (including the location of such acoustical barriers and corner lot fencing), exterior colour schemes, corner lot and rear lot treatments, 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, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter 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, absolute, subjective and unfettered discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, 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

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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 constructs the Dwelling at a grade level different than as depicted in the plans or drawings attached hereto, sales brochures, renderings or any other plans and specifications whether or not approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, any door from any garage that is connected to the Dwelling and leading to the interior of the Dwelling (notwithstanding that such step, landing or series of steps may encroach into the garage parking area and/or affect the interior floor area of the Dwelling adjacent to such step, landing or series of steps), or to relocate and/or remove any side door, rear door or door from the garage that is connected to the Dwelling and leading to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such changes 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.

(d) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk-out basement, look-out or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement, look-out or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement, look-out or rear deck and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in the Purchase Price (such credit to be absolutely determined by the Vendor in its sole and unfettered discretion), or, pay the additional cost involved in constructing such walk-out basement, look-out or rear deck, as the case may be (such costs shall be absolutely determined by the Vendor in its sole and unfettered discretion).

(e) The Purchaser acknowledges that certain lots within the Subdivision may, at the Vendor’s and/or Subdivider’s sole, absolute, subjective and unfettered discretion, contain catch basins and associated leads, swales, drainage systems, weeping pipe/sump pump systems, retaining walls, fencing, landscaping, feature walls or community features or other features, infrastructure or services, and the Purchaser covenants and agrees that in the event the Property contains any of the foregoing items, the Purchaser shall maintain all such items in proper working condition after Closing. Additionally the Purchaser is advised that community mailboxes, electricity transformers, gas mains, water mains, street light poles, wayfinding signage, fire hydrants, street furniture, telephone service equipment, cable television service equipment, data service provider equipment, catch basins and associated leads, drainage systems, weeping pipe/sump pump systems, retaining walls, fencing, landscaping and other project enhancement features, and all equipment and utility infrastructure of any of the foregoing utility services and any other equipment and utility services providing service to the Subdivision or portions thereof, which services or utility infrastructure may include above-grade equipment and any safety equipment relating to same such as concrete bollards, may front onto, flank or be visible from the Property or be located within certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any of the foregoing and the Purchaser shall not be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence of the foregoing nor shall the Purchaser have any claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the foregoing.

(f) In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor and/or Subdivider completing all of their work or construction within the Project and/or the Subdivision, the Purchaser covenants and agrees to permit the Vendor and/or the Subdivider and any of their agents and subtrades to enter upon the Property for the purposes of completing work on the Property, an adjoining property or other properties in the Project and/or Subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor, the Subdivider and their agents and subtrades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.

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(g) The Purchaser covenants and agrees that the Purchaser shall pay to the Vendor for all extras, upgrades or changes ordered by the Purchaser in accordance with the terms of any documents/agreements pertaining to the purchase of said extras, upgrades or changes and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed as a result of any default hereunder of the Purchaser. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole, absolute, subjective and unfettered discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded or credited to the Purchaser 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, in the Vendor's discretion, the Purchaser received 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 released from any and all obligation, 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 finishings, 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 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.

(h) The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as carpet, floor tiles, roof shingles, brick, cement board, aluminum or vinyl siding, bath tubs, water closets, sinks, stone, stucco and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations or variations in material characteristics or features such as veining, grain or grain direction, knotting etc. in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim, nosings, thresholds as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to toilet seats, toilets, bathtubs, cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser acknowledges and agrees that (i) carpeting may be seamed in certain circumstances and said seams may be visible; (ii) hardwood, laminate or other flooring materials may react to normal fluctuating humidity levels contributing to shrinkage and gapping or expansion and cupping, and (iii) there may be different levels of flooring which may require transition strips, nosings or thresholds, and the Purchaser agrees that in any of the forgoing eventualities are considered to be acceptable by industry standards and the Purchaser shall make no claim whatsoever against the Vendor in the event of same.

(i) All dimensions, specifications and elevation renderings on sales brochures and other sales aides are artists' concepts only and are approximate and subject to modification without prior notice at the sole, absolute, subjective and unfettered discretion of the Vendor in compliance with the Ontario Building Code. The designation of door swings, including entrance doors and doors from any garage connected to the Dwelling and leading to the interior of the Dwelling, if any, in any schedules attached hereto or sales brochures and other sales aides are conceptual only and are subject to modification without prior notice at the sole, absolute, subjective and unfettered discretion of the Vendor. The Purchaser

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acknowledges and agrees that attic hatches or access points may be located within any location determined by the Vendor in its sole, absolute, subjective and unfettered discretion, including without limitation, within any hallway, room, closet or interior wall. The location of mechanical installations may not be as shown (or not shown, as the case may be) on sales documentation and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction caused by the mechanicals being installed. The Purchaser hereby acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air-conditioning units when they are installed prior to the Closing. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within 7 days after the Closing, weather permitting. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing, the Purchaser shall make written request therefor, such request to be received not later than 30 days prior to the Closing by way of separate written request addressed to the Vendor's solicitor and the Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.

(j) In the case of the purchase of a townhome by the Purchaser (if applicable) the Purchaser acknowledges that: the concept plans displayed in the sales office and/or in promotional brochures or media (including any websites), do not necessarily represent any specific block to be built by the Vendor; the Vendor has not artistically rendered all block scenarios and combinations of model types available; final block plans will feature similar but not necessarily identical architectural details; variances from block to block will reflect, amongst other things, the number of units in respective blocks, final siting combinations of actual model types within respective blocks, roof designs that evolve in conjunction with the combination of various model types constituting specific blocks, unit stepping due to grading within respective blocks and the location of required party walls and firewalls (if applicable) per respective block plan.

(k) If the Vendor has installed any fence, where any portion of said fence is located within the boundaries of the Property itself and not along the Property's boundary lines, such fence shall be deemed not to be an encroachment and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. Despite anything hereinbefore set out, the whole of any fence erected by any governmental authority, utility or railway or pursuant to any Development Agreements shall be deemed to be a permitted encroachment and the Purchaser agrees to maintain all such fencing to the satisfaction of the appropriate authority.

(l) Where a dwelling type has a sunken foyer, landing or hallway leading to a front porch (at the front door entry), the ceiling area below the porch slab and other relevant areas will be reduced and this height may vary up or down, caused by the number of risers from the main floor to the dropped landing, as per applicable plan. Notwithstanding that the sales aids, such as brochure plans or sketches may refer to these areas as cold rooms, storage areas, cantinas or fruit cellars, they shall be treated and referred to as crawl space, notwithstanding that the Purchaser may be desirous of using this space for other purposes. The Purchaser hereby acknowledges these facts and accepts the Dwelling as built and will make no claims whatsoever relevant thereto. Furthermore, any reference to ceiling heights in this Agreement, the schedules attached hereto or in sales material, if any, shall mean the approximate height and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Ceiling and walls may be modified to accommodate mechanical systems.

(m) In the event that the Dwelling includes stucco, hardie board crezon board or any other siding material to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be a variance or unevenness of up to one-half of an inch (1/2") in a ten foot (10') span, which the Purchaser agrees to accept, without objection or claim for compensation. In the event that the Dwelling includes stucco,

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hardie board crezon board or any other siding material to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be variance in the colour of such stucco, hardie board crezon board or any other siding material and that the Vendor shall choose, in its sole, absolute, subjective and unfettered discretion, the texture of such stucco, hardie board crezon board or any other siding material, and the Purchaser agrees to accept same without objection or claim for compensation.

(n) The Purchaser acknowledges and agrees that drainage holes may be required, as determined and where required by the Vendor, on all or any of the exterior finishing and/or cladding of the Dwelling.

(o) The Vendor shall provide evidence that occupancy of the Dwelling is permitted in accordance with and only to the extent required by the Tarion Addendum.

(p) If there is a detached garage as part of the Property, the Purchaser shall complete the within transaction notwithstanding the construction of the garage is not completed or even commenced.

(q) The Purchaser covenants and agrees that the Purchaser will exhaust all the remedies available to him with Tarion with respect to any claim relating to defects in workmanship or materials or with respect to any other claim arising under the Warranty Act or in respect of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto, prior to pursuing any other means of redress with regard to such claims. In the event the Purchaser does not comply with the provisions of this subsection, or takes any unwarranted or unreasonable actions with respect to such claims, the Purchaser shall be held liable for any damages or costs (legal or otherwise) sustained by the Vendor as a result thereof.

(r) The Purchaser acknowledges that due to the nature and extent of construction work which will be required to be undertaken by the Vendor on the Property in connection with the excavation, erection, and construction of the Dwelling, one or more trees may be removed from the Property and others may or will suffer damage or destruction both before and after Closing, as a result of the removal, interference or the destruction of roots, contact with trunks by equipment or machinery or otherwise. The Purchaser hereby acknowledges, covenants, and agrees that the Vendor shall not be responsible or liable in any manner, whatsoever, for any loss or destruction to trees or for any loss or destruction to the property of the Purchaser howsoever caused nor shall the Vendor be responsible or liable for the removal of any trees or parts thereof, from the Property, at any time, whatsoever. It is understood and agreed that the Vendor has made no representation, warranty, guarantee, collateral agreement or condition whatsoever, regarding the preservation, removal, condition or health of trees on the Property.

(s) Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that the Vendor cannot complete the herein transaction on the Closing Date other than as a result of the Purchaser's default, the Vendor shall not be responsible or liable to the Purchaser in any way for any damages or costs whatsoever including without limitation loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs, other than the delayed closing compensation set out in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale.

(t) The Purchaser covenants and agrees to pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom the Purchaser is in law responsible to any services installed within the Subdivision, which service shall, without limitation, include survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities. The amounts so paid by the Vendor shall form and constitute a Vendor's Lien or Charge against the Property.

(u) The Purchaser acknowledges and agrees that the Vendor may insert or add any items, including without limitation, windows, columns, conduits, beams, posts and/or bulkheads within the Dwelling and/or remove, change, delete, vary, alter or modify the number, size and location of any of the foregoing items from the

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number, size and/or location of same as displayed or illustrated in the sketch of the Dwelling attached hereto or any promotional material or information which may include, without limitation, sales brochure(s), model(s), rendering(s), vignette(s) and/or floor plan(s) previously delivered or shown to the Purchaser or to the public (regardless of the extent or impact thereof).

(v) The Purchaser covenants and agrees that the Purchaser is a "home buyer" within the meaning of the *Construction Act* of Ontario, as may be amended, and the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of Purchase Price on the Closing Date.

(w) Note: Actual usable floor space may vary from the stated floor area.

(x) Actual square footage of a floor plan is measured per Warranty Act requirements and may vary slightly depending on elevation selected and construction variances.

(y) The Purchaser shall place his own insurance on the Property for Closing.

4. RENTAL EQUIPMENT

If the hot water tank is not listed in Schedule “A” as part of the features or finishes being purchased by the Purchaser, the hot water tank and related equipment (the "Equipment") for the Dwelling shall be rented and the Purchaser hereby acknowledges that (i) the terms governing the lease/rental for the Equipment will be provided by the Vendor prior to closing and the Purchaser may be required to execute a lease/rental document containing the terms prior to closing; and (ii) the terms of the lease/rental may contain a buy-out option allowing the Purchaser to purchase the Equipment if desired. If any provider of the Equipment no longer rents the Equipment and if arrangements are not made with another supplier for the installation of the Equipment on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on closing, the cost of the Equipment, such cost to be determined by the Vendor. The Purchaser acknowledges and agrees that it shall only utilize the hot water tank supplied by the Vendor within and upon the Property and the Purchaser is prohibited from installing or utilizing any other hot water heater/tank, without the Vendor’s prior written consent.

5. COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION

(a) The Purchaser or its designate shall inspect the Dwelling (such inspection hereinafter referred to as the "PDI") immediately prior to the Closing Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Warranty Act's Certificate of Completion and Possession and Warranty Certificate (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Dwelling as complete in accordance with this Agreement. The Purchaser covenants and agrees that on or before the PDI, the Purchaser has accessed the online Learning Hub and reviewed the relevant materials, including any modules, brochures and/or other materials, on the Tarion website. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Warranty Act's warranty issued to the Purchaser as soon as reasonably practicable after the same will have been called to the Vendor's attention by notice in writing and in accordance with the guidelines of Tarion. The Purchaser shall provide the Vendor with written notice, at least 5 days prior to the date appointed by the Vendor for the PDI, irrevocably appointing the Purchaser’s designate, if any. The Purchaser acknowledges and agrees that no more than 2 persons (inclusive of the Purchaser and/or its designate) shall be entitled to conduct the PDI alongside the applicable representatives of the Vendor.

(b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole, absolute, subjective and unfettered option, may thereupon either re-schedule the inspection subject to an administrative fee of $500.00 plus Applicable Taxes payable to the Vendor or terminate the transaction in accordance with the provisions set out herein, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby

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irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead for this purpose.

(c) The Purchaser agrees 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, the Municipality, the Subdivider and/or other governmental authority in connection with the acceptance of the Subdivision as a whole by the Municipality.

(d) Keys will be released to the Purchaser at a location determined by the Vendor (which may be the construction site, the Vendor's sales office, the head office of the Vendor, a lock-box at the Property, or at any other location determined by the Vendor , as the Vendor in its absolute discretion determines), unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that 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 pick up the keys by four thirty (4:30) p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next business day (in this Agreement the term "business day" or "business days" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario).

6. PURCHASER'S RESPONSIBILITY AFTER POSSESSION

From and after the date of possession of the Property by the Purchaser, the Purchaser shall be responsible for realty taxes, water, electricity, gas and other public or private utilities.

7. TITLE

(a) 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 services, telecommunication, cable television systems, and all related or appurtenant equipment, mutual driveways, and for maintenance and repair 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 eaves, eavestroughs, downpipes, or other attachments to the roofs, footings, drainage pipes, utility meters and other projections of the buildings, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser accepts legal access to the subject Property even though it may be restricted by 0.3 metre reserves owned by the Municipality and not yet dedicated as public highway. 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 60 days prior to the Closing, to examine the title at the Purchaser's 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, notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, with 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 Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned. Further and notwithstanding anything herein, the Purchaser shall complete the transaction contemplated herein notwithstanding any open building permits, without any price abatement, reduction, credit or holdback.

(b) The Purchaser agrees to accept the Property subject to Municipal regulations and restrictions now or hereafter affecting the ownership or use of the Property and the Purchaser shall observe and comply with the said regulations and restrictions and with the terms and obligations imposed by the Development Agreements. The

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Purchaser agrees to accept title to the Property subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, electricity, gas, sewer, sump pumps, water and cable television, as well as any rights or easements reserved by the Vendor and/or granted in favour of other lands for maintenance purposes, drainage and roof overhangs, downpipes, footings, drainage pipes, sump pumps, utility meters and other projections of the Dwelling, if necessary on or about the Property. The Purchaser shall also accept title to the Property subject to any rights of entry in favour of the Subdivider, the Vendor, the Municipality or any other utility/service provider or public or private governmental authority. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after Closing. The Purchaser acknowledges that the Deed or Transfer of the Property may reserve such rights and easements. In the event the Vendor, the Subdivider, the Municipality or any other governmental authority requires the granting of maintenance and/or private drainage easements which have not been created on or before Closing, the Purchaser shall execute and deliver to the Vendor on Closing an Acknowledgement and Direction authorizing and directing the Vendor to register after Closing any such easements on behalf of the Purchaser. The Purchaser agrees to accept title to the Property subject to any easements, rights of way, licenses, agreements with the Municipality and/or other governmental authority having jurisdiction with respect to future services to be installed, or any other purpose.

(c) In the event the Property abuts land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority.

(d) In the event that the Vendor is not the registered owner of the Property, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's. If conveyance of title is from the registered owner in lieu of the Vendor, the Purchaser acknowledges and agrees that the consideration shown on the transfer of title is the consideration paid by the Purchaser to the Vendor and not to such registered owner, and that such registered owner has no contractual or other obligation or liability whatsoever to the Purchaser. Further, the Purchaser hereby releases the registered owner from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling and installation of all other improvements within the lot boundaries, and the Purchaser agrees to execute and deliver on Closing a separate acknowledgment and release in favour of the registered owner to this effect, if required by the Vendor.

(e) 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.

(f) If, on or after registration of the plan(s) of subdivision with respect to the Subdivision, the lot number or municipal address of the Property is changed, the Purchaser agrees to accept such variation in lot number and municipal address and this Agreement shall be read with all amendments required thereby.

(g) The Purchaser agrees to accept title to the Property subject to any Certificates of Property Use, Notice of Requirement or other notices or directives of any governmental authority, including, without limitation the Ministry of the Environment, provided that the Vendor or the Property, as the case may be, is in compliance thereof.

(h) The Purchaser agrees to accept title to the Property subject to any limiting distance agreement and/or limiting distance easement with the owner of any neighbouring properties and any municipal authorities and the Purchaser further agrees to execute any assumption agreements with respect to any limiting distance agreement and/or limiting distance easement.

(i) The Purchaser covenants and agrees that it shall not, and that it is not permitted, to: (i) direct title or the right of occupancy to any other parties; (ii) add any additional parties to title or the right of occupancy; or (iii) direct or re-direct title to only some of the parties which comprise the Purchaser. The sole purpose of any title direction contemplated herein or in any closing documents shall be for the purposes of

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confirming the full name(s), date(s) of birth, address for service, social insurance number(s) and such other information as the Vendor may require.

(j) The Purchaser shall provide the name, address, telephone number and email address of its solicitor to the Vendor not later than the 30th day following the execution of this Agreement. Failure to provide same shall constitute a default pursuant to the terms of this Agreement. If the Purchaser does not provide such information when required hereunder, changes solicitors, or the Purchaser or its solicitor (i) fail to provide any required information; (ii) change or amend any of the information provided, including title information required for engrossing the transfer to the Property as required by the preceding paragraph or in respect of the Rebate; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus Applicable Taxes on the Statement of Adjustments.

(k) The Purchaser covenants and agrees to provide through its solicitor to the Vendor's solicitor, at least 60 days prior to the Closing Date, all information required by the Vendor with respect to or evidencing the Purchaser's entitlement to the Rebate (as defined herein). Such information shall include, without limitation, (i) confirmation of which of the parties comprising the Purchaser will be occupying the Property if there is more than 1 party comprising the Purchaser; (ii) if there is more than 1 party comprising the Purchaser, the relationship between the parties; (iii) whether any other person(s) will be occupying the Property together with the Purchaser, including their name(s) and date(s) of birth; and (iv) if the person(s) occupying the Property together with the Purchaser are not the spouse or child of the Purchaser, and the Vendor consents to same, copies of valid identification for such persons (such as a driver's license or passport) acceptable to the Vendor in its sole, absolute, subjective and unfettered discretion. If the Purchaser does not provide the foregoing information at least 60 days prior to the Closing Date, or if the Purchaser provides information upon which the Vendor determines that it will not permit the Purchaser to claim and assign the Rebate to the Vendor as part of this transaction, then the Vendor shall prepare all adjustments and closing documents on the basis that the Purchaser will not be claiming and assigning the Rebate to the Vendor as part of this transaction and the amount of the Rebate shall be added to the statement of adjustments and paid by the Purchaser on the Closing Date in addition to the Purchase Price. The Purchaser acknowledges, covenants and agrees that no changes to the information required to be provided herein shall be permitted following the day that is 60 days prior to the Closing Date. In addition, once the Purchaser has provided the information required to be provided herein and there are any changes to same, such changes to the information shall entitle the Vendor to elect not to permit the Purchaser to claim and assign the Rebate to the Vendor as part of this transaction. If the Purchaser is prohibited from claiming the Rebate and assigning same to the Vendor as part of this transaction or does not do so for any other reason, or the determination of the Vendor in its sole, absolute, subjective and unfettered discretion is that the Purchaser is not entitled to claim the Rebate, then the Purchaser shall retain the option of pursuing the Rebate or any other similar or related rebates directly from the Canada Revenue Agency following the Closing Date.

8. DEVELOPMENT AGREEMENT REQUIREMENTS

(a) The Purchaser acknowledges and agrees that title may on Closing be subject to one or more 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 Development Agreements.

(b) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the Subdivider may apply for official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), or any other applications ancillary thereto relating to blocks or lots not purchased hereunder as laid down by the plan(s) of subdivision with respect to the Subdivision or with regard to the lands adjacent to or near the lands laid down by the plan(s) of subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such applications and the Purchaser agrees that this paragraph may be pleaded as a bar to any objection by the

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Purchaser to such applications. 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.

(c) The Purchaser agrees that the relevant governing authorities and/or the Development Agreements may require the Vendor to provide the Purchaser with certain notices ("**Notices**"), including, without limitation, notices regarding land usage, landscaping, maintenance of fencing, school transportation, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, railways, garbage, buffers, school pick-up, transit routes, bus-stops and/or shelter locations, in some instances the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this Property. Such Notices, when available, may be delivered to the Purchaser in accordance with the notice provisions herein and delivery in accordance with any methods described in said notice provisions shall be deemed to constitute appropriate notification of the Purchaser. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgment containing such Notices if and when requested to do so by the Vendor. In the event any Development Agreements are not registered as of the date of acceptance of this Agreement, and therefore the Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor and if the Municipality requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed or emailed to the Purchaser's address as provided for in this Agreement or to the Purchaser's solicitor and such mailing or emailing shall be deemed to constitute appropriate notification. Without limiting the generality of the foregoing, to the extent that any Notices are provided to the Purchaser by the Vendor after this Agreement has been made, such Notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made. The Purchaser acknowledges and agrees that any Notices and warning clauses may be registered on title to the Property, at the sole, absolute, subjective and unfettered discretion of the Vendor. Purchasers/occupants are advised that despite the inclusion of noise control features in this Subdivision and within dwellings, noise levels from increasing road traffic from nearby roadways may be of concern occasionally interfering with some activities of the dwelling occupants.

9. <u>AFTER CLOSING</u>

(a) In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways, walkways, pools or hot tubs, curbs or fences which are located within 6 feet of an external wall or within any area which interfere with the Vendor or Subdivider installing any required services and/or performing any works pursuant to the Development Agreements or in accordance with the Vendor's Tarion warranty obligations, the Purchaser will remove such addition and/or improvements to the extent required by the Vendor or Subdivider to complete the required work or service within 5 business days of written request from the Vendor and prior to the Vendor taking any corrective actions which it is required to take.

(b) In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, porch tiles or finishes, pools or hot tubs the Purchaser shall be required to remove such improvements, additions or alterations at the Purchaser's own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Property in the area of such improvements, additions or alterations.

(c) The Purchaser acknowledges that grading and sodding and landscape plantings (if any) shall be done between June and October (weather permitting and subject to availability of supplies) of any year as per the Vendor's scheduling program. The Purchaser agrees that the Purchaser shall be solely responsible for watering and general maintenance of sod and landscape plantings (if any) from the Closing Date or from the date that sod is laid (or landscape plantings are planted), whichever shall be the later, and the Vendor shall have no obligation in that regard. In the

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event the Vendor is, for any reason, required to replace laid sod (or other landscape plantings, if any), 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 expenses of same as determined by the Vendor, which costs and expenses may be deducted from the Security Deposit at the Vendor's sole, absolute, subjective and unfettered discretion. Further, the Purchaser acknowledges that the order of closing of the Property and/or the order of completion or closing of other lots sold by the Vendor is not indicative of the order of sodding (or landscaping planting, if any) of the Property and said other lots. If the Vendor is required by the Subdivider or any governmental authority to replace any laid sod or landscape plantings if any, etc. as a result of the Purchaser's default under this subsection, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to replace same until payment has been made therefore in full to the Vendor by the Purchaser. The Vendor shall not be required to supply the Purchaser with evidence of payment for the replacement of same. The aforementioned obligations of the Purchaser shall survive the closing of the herein transaction.

(d) The Purchaser covenants to occupy the Dwelling forthwith after Closing. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of 24 months after the Closing or such longer period which is equivalent to the warranty period under the Warranty Act for basement repairs. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage or leakage, including any consequential damages arising therefrom.

(e) The Purchaser acknowledges that the Vendor has a master key for the Project and in the event that the Purchaser wishes to change any locks, the Purchaser may do so, at the Purchaser’s own expense, any time after Closing.

(f) If settlement occurs due to soil disturbances around the Dwelling, the walkways, driveways and sodded areas, 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.

(g) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing through the Tarion Warranty Program's submission requirements, other than emergency service, such as no heat, water or electricity. In the event the Vendor is requested by the Purchaser to perform a homeowner service call for repairs relating to construction or work performed by the Vendor and the Vendor determines in its sole, absolute, subjective and unfettered discretion that such repair is required due to any negligent act or omission either through the neglect or omission of the Purchaser, the Purchaser shall pay to the Vendor the sum of $350.00 per homeowner service call, plus the cost of all materials utilized by the Vendor in making such repair, plus Applicable Taxes thereon.

(h) The Purchaser agrees that after Closing, if required by the Municipality or any public or private utility such as the local electric authority, gas company, telecommunication or television system provider he will grant an easement for the installation and maintenance of sewers, water mains, lines or any other similar installations.

(i) The Purchaser agrees that the Purchaser will not, for a period of at least two (2) years from the Closing Date or assumption of the Subdivision by the Municipality, whichever is the later, plant any trees, shrubs, vines, hedges or other landscaping on the Property without the express written consent of the Vendor which consent may be withheld in the Vendor’s sole, absolute, subjective and unfettered discretion. The Vendor shall have the right during such period to enter on the Property, without notice to the Purchaser, and to remove, without any liability whatsoever, any such trees, shrubs, vines, hedges or other landscaping planted on the Property in contravention of this Section without such act being a trespass.

(j) If, after Closing, the Property is sold before the municipal assumption of

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subdivision services within the Subdivision, the Purchaser shall ensure that this Agreement (and all schedules hereto) is attached to the sales agreement and make the new purchaser responsible for all the terms and provisions of this Agreement to be complied with by the Purchaser hereunder.

(k) Appliances purchased by the Purchaser from the Vendor (or which may be included in the Purchase Price) may not include installation charges which may be charged by the Vendor on the Closing Date as an adjustment at the Vendor's sole, absolute, subjective and unfettered discretion.

(l) The Purchaser agrees that until all the lots or blocks in the Subdivision are sold, the Vendor, the Subdivider and/or other vendors of properties, dwellings and/or other structures within the Subdivision shall have the exclusive rights to maintain model homes, signs, sales staff and marketing material(s) in the Subdivision and to show prospective purchasers through the Subdivision and through any unsold properties, dwellings and/or other structures.

10. <u>PROHIBITION ON SELLING, ASSIGNING, LEASING, LISTING ETC.</u>

(a) The Purchaser covenants not to offer for sale, lease and/or transfer the Property, nor to sell, lease, assign or transfer the Purchaser's interest under this Agreement (or in the Property), nor to advertise, list, allow or cause to be advertised or listed for sale, lease, assignment or otherwise the Property or an interest under this Agreement on a listing service or sales service including, without limitation, the Multiple Listing Service ("MLS") or on, by or through any other publication or medium, including without limitation, any form of social media or through any website or application, until after acquisition of title to the Property on the Closing Date and the Vendor having received payment of all of the Purchase Price. The Purchaser acknowledges and agrees that once a breach of any of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

(b) The Purchaser represents to the Vendor (upon which representation the Vendor has relied in accepting the Purchaser's offer) that the Purchaser is purchasing the Property for the Purchaser's own personal use and not for investment, short term and/or speculative purposes.

(c) The Purchaser covenants and agrees that it shall not place or allow to be placed any "for sale", "for lease" or "for rent" signs within the Dwelling that are visible from the exterior thereof or upon any portion of the Property or lands adjacent thereto until the later of: (a) the closing of the herein transaction and (b) until all of the dwellings in the Subdivision have been sold, which occurrence shall be determined by the Vendor in its sole, absolute, subjective and unfettered discretion. In the event that the Purchaser places or allows to be placed any such signs in contravention of the aforementioned, the Vendor shall have the absolute right to enter onto the Property and remove such sign without such act being an act trespass and the Vendor shall not be liable to the Purchaser for such removal, either in contract, tort or otherwise. The aforementioned covenant of the Purchaser and right of the Vendor shall survive the closing of the herein transaction.

11. <u>ENTRY WITHOUT CONSENT / UNLAWFUL WORKS</u>

(a) Except for the purposes of conducting the inspection with the Vendor's representative described at Section 5(a), the Purchaser shall not enter (and shall not direct or cause anyone to enter) the Property and/or the Dwelling without the prior written consent of the Vendor (which may be withheld in the Vendor's sole, absolute, subjective and unfettered discretion) and if such consent is granted, may be conditioned by the Vendor in accordance with such conditions as the Vendor may determine in its sole, absolute, subjective and unfettered discretion) until the Purchaser has completed the Purchaser's obligations under this Agreement on the Closing Date. In respect of any entry with the Vendor's prior written consent, the Purchaser agrees to comply with all regulations under applicable legislation (including without limitation, the *Occupational Health & Safety Act*) and shall wear head and foot protection and such other safety apparel as designated by the

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Vendor.

(b) In the event that the Purchaser (or a person representing or acting on behalf of the Purchaser), without the consent in writing of the Vendor, enters upon the Property prior to the Purchaser having completed the Purchaser's obligations under this Agreement on the Closing Date, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. Further, such entry shall be considered a trespass by the Purchaser and will entitle the Vendor to bring criminal or civil proceedings for such trespass against the Purchaser.

(c) Further, in the event that the Purchaser (or a person representing or acting on behalf of the Purchaser) enters upon the Property prior to the Purchaser having completed the Purchaser's obligations under this Agreement on the Closing Date without the consent in writing of the Vendor and carries out changes or additions to the Dwelling (the "**Unlawful Works**"), the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation or existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-compliance and failing which, the Vendor, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same. **Should the Vendor, in its sole, absolute, subjective and unfettered discretion, allow the Purchaser to close the purchase of the transaction described herein despite the performance of the Unlawful Works, the Purchaser acknowledges and agrees that the unlawful works shall not be covered under the Warranty Act's warranties and that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered under the Warranty Act's warranties.**

(d) In the event that Unlawful Works are performed and the Vendor terminates this Agreement pursuant to Section 11(b), the Vendor shall be entitled to retain ownership of the Unlawful Works (and the value thereof) and the Purchaser disclaims and interest or ownership therein.

(e) The Purchaser hereby indemnifies and saves harmless the Vendor, its servants and agents, successors and assigns, from all actions, causes of action, claims and demands whatsoever for, upon or by reason of any damage, loss or injury to any person or property arising from the Purchaser's (or any person accompanying the Purchaser, or any person representing or acting on behalf of the Purchaser, or any person for whom the Purchaser is responsible is responsible at law) entry onto the Property or any part of the Subdivision prior to the Closing Date, whether such entry is with or without the written consent of the Vendor.

(f) The Purchaser covenants and agrees that the Vendor will not contract for the supply and installation of extras to the Dwelling to be constructed other than by way of written contract on a specific form supplied by the Vendor for that purpose.

12. CONTRACT

The deposit monies are expressly deemed to be deposit monies only, and not partial payments.

Subject to any other rights of the Vendor to terminate this Agreement contained herein, if any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for 5 days after written notice thereof is given to the Purchaser or the Purchaser's solicitor, then the Vendor may retain all monies paid as liquidated damages without prejudice to any other rights of the Vendor and the Vendor may thereupon terminate this Agreement.

Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser any monies owing to the Vendor pursuant to this Agreement and not paid to the Vendor in accordance with the terms

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hereof and/or 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 daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the Closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. 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. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which conflicting term(s) prevail(s). The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. 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. The Purchaser shall pay the Vendor's solicitor's fees in the amount of $500.00 (plus Applicable Taxes and disbursements) for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.

It is agreed herein that any sum payable or due prior to Closing by the Purchaser and for which the Vendor is prepared in its sole, absolute, subjective and unfettered discretion to defer for payment, may be deferred until the Closing Date or such other date as the Vendor may accept in its sole and unfettered discretion.

13. <u>COLOUR AND MATERIAL SELECTION</u>

(a) Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within the time period specified in the notice delivered by the Vendor to the Purchaser (and no later than 10 days after the delivery of said notice) and the Purchaser shall make the Purchaser's selection of such colours and/or materials, whatever the case may be, from the Vendor's samples. In the event the Purchaser fails to choose colours or materials within the aforementioned time period, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same. The Purchaser shall conduct its choice of colours and materials in the manner set out by the Vendor in its sole, absolute, subjective and unfettered discretion, including without limitation, by electronic mail, by mail, by videocall/video conference, by phone call, through a website, through an electronic portal, through a computer or phone application and/or by way of personal attendance at specific location, all at a time designated by the Vendor in its sole, absolute, subjective and unfettered discretion.. The Vendor is not responsible for any errors in the selection of features, finishes, colours and materials arising from any limitations and/or restrictions in the methods, media, systems and/or technologies used to make such selections. The Purchaser acknowledges that any delay in making selections and/or reselections may prejudice the Vendor's construction schedule and/or delay the Closing Date and the Purchaser covenants and agrees to reimburse the Vendor for any costs incurred by the Vendor arising from any adverse impacts to the Vendor's construction schedule caused by the Purchaser. Except for direct orders from suppliers, all selections must be made on the Vendor's form of agreement, and will be made under the Vendor's usual terms and conditions, which govern payment, selections, substitutions, completion, credits, refunds, and limitations on selections, which terms and conditions are binding on the Purchaser.

(b) In the event that the Purchaser shall desire to select colours or materials from other than the Vendor's samples, the Purchaser must negotiate such colours or materials directly with the Vendor or the Vendor's subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor's subtrade or supplier directly, as directed by the Vendor.

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(c) If an appointment for the choosing of colours or materials for the Dwelling is made and is subsequently cancelled by the Purchaser or its representative on less than 48 hours' written notice is subject to a cancellation fee of $250.00 (plus Applicable Taxes) payable to the Vendor upon demand.

(d) In the event that the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply or other reasons the installation of such colour choice and material cannot be completed in accordance with the Vendor's construction schedule, the Purchaser shall choose alternate colours and materials within 7 days of notification by the Vendor and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same.

(e) In the event that by the Closing Date the installation of the selected colours and upgraded materials to be performed by the Vendor or its subtrade(s) has not been completed, and as a result thereof the Dwelling has not been completed, then the Purchaser shall, notwithstanding such incomplete work, complete the transaction on the Closing Date and shall pay the full amount required to be paid on Closing in accordance with this Agreement, notwithstanding that an occupancy permit may not be available as a result thereof.

(f) In the event that the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement "floor covering" shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet.

(g) Where omissions occur on a colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.

(h) Unpaid upgrades listed on a standard colour chart will not be deemed to be part of the Agreement and if installed, the Purchaser shall pay for said upgrades upon the demand to the Vendor.

(i) The Purchaser agrees that if after having made the original colour and material selections the Purchaser does desire to make a change to same, erroneously or otherwise, the Purchaser will be deemed responsible for all errors resulting from any such selections. The Purchaser further acknowledges and agrees that any changes to any of the original colour and material selections shall be subject to the express written approval of the Vendor, which approval may be refused in the Vendor’s sole, absolute, subjective and unfettered discretion. Any such changes shall also be subject to a $500.00 administration fee, per item changed, plus Applicable Taxes, payable by the Purchaser upon demand by the Vendor.

(j) The Purchaser further agrees that in the event that the Vendor has preselected colours and materials prior to the purchase herein of the Property, said colours and materials shall be final notwithstanding that the Purchaser may have completed a colour selection/chart.

(k) In the event that any of the terms and conditions stated on a contract, addendum or schedule requesting upgrades or extras, if any (the "**Purchaser's Extras Contract**"), are in conflict or contradiction of any terms or conditions stated in this Agreement, it is hereby agreed that the terms and conditions stated on the Purchaser's Extras Contract shall take precedence over the terms and conditions of this Agreement provided such provisions do not conflict with the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto, in which case the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto shall be read to form part of the Purchaser’s Extras Contract in the place and stead of the conflicting or contradictory provisions thereof. without limiting the foregoing, the Vendor and Purchaser agree that the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto shall prevail over any provision contained in this agreement, in any amendment to this agreement or in any other document between the Vendor and Purchaser in relation

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hereto that derogates from, conflicts with or is inconsistent with the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto**.**

14. MODEL HOMES

(a) The Purchaser acknowledges that the Purchaser has purchased the Dwelling on the basis of plans appended to this Agreement and not from a model, vignette or sales office samples. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, upgraded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, countertops, lighting and fixtures, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alarm systems, appliances, landscaping, underground sprinkler systems, underground lighting, decks and finished basements. The Purchaser acknowledges and agrees that these decor items will not be included in the Purchase Price and that the contract will consist of only those items listed on Schedule "A".

(b) Notwithstanding anything herein written, if at the time that this Agreement is executed, the dwelling constructed on the Property has already been substantially completed, the Purchaser shall purchase the Property in an "as built" condition rather than in accordance with any other representations herein contained.

(c) Furthermore, in the event that the Dwelling has been used as a model or show home, the Purchaser acknowledges that the subject premises has been used extensively as a "Model" of "Show" home, and as such, has been subjected to the normal wear and tear associated with that purpose. Unless otherwise specifically agreed in writing, no refinishing shall be done by the Vendor on the subject premises and the Purchaser agrees to accept the dwelling on closing on an "as-is" basis. For the purposes of clarity only, and without restricting the generality of the foregoing, the Purchaser hereby waives any claim in respect of scratched floors, counters or plumbing fixtures; or, sun-faded paint and stain colours.

15. HST CLAUSE

The Purchaser and Vendor agree that the harmonized sales tax (the "HST") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the "Rebate"). The Purchaser shall assign in a form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the "Government") to the Vendor (or to such other party as the Vendor may otherwise require or direct) all of the Purchaser's right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor (or to such other party as the Vendor may otherwise require or direct), forthwith upon request by the Vendor, prior to, on or after the Closing Date, such application, documents and affidavits as may be required by the Vendor and/or the Government to establish the Purchaser's entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor (or to such other party as the Vendor may otherwise require or direct) or the Rebate is claimed and payment/credit of the Rebate to the Vendor (or to such other party as the Vendor may otherwise require or direct) is denied by the Government or if, following the Closing Date, the Vendor (or such other party identified by the Vendor) believes that the Purchaser does not qualify for the Rebate for whatever reason, including, without limitation, the Property being offered, listed or advertised for sale, lease or transfer privately or otherwise on a listing service system or on, by or through any other publication or medium, then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor (or to such other party as the Vendor may otherwise require or direct) an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Property which charge shall be recoverable by the Vendor (or by such other party identified by the Vendor) in the same manner as a mortgage in default. If the Vendor (or such other party identified by the Vendor) does not receive the full benefit of the Rebate for any reason whatsoever, whether or not as a result of the Purchaser's acts or omissions, the Purchaser shall indemnify and save the Vendor (or such other party identified by the Vendor) harmless in the amount that the Vendor (or such other party identified by the Vendor) would have been entitled to had such Rebate been received, together with all interest and penalties thereon, and all losses, costs, damages and liabilities which the Vendor (or such other party identified by the Vendor) may suffer, incur or be charged with in connection therewith, as a result of the Purchaser's failure to qualify for the Rebate, or as a result

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of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or to such other party as the Vendor may otherwise require or direct), or as a result of the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor (or to such other party as the Vendor may have otherwise required or directed), which indemnity shall survive the Closing Date. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's Lien for the amount of the Rebate against the Property immediately following the Closing Date to secure the Vendor's entitlement (or the entitlement of such other party as may be identified by the Vendor) to the Rebate as herein provided. The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST, or any portion thereof, not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Closing Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "Applicable Taxes") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

If the Vendor (or such other party identified by the Vendor) believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's (or such other party identified by the Vendor) 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 (or such other manner as may be determined by the Vendor in its sole, absolute, subjective and unfettered discretion) delivered on the Closing Date, an amount equivalent to the Rebate, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that the Purchaser is eligible for the Rebate despite the Vendor's (or such other party identified by the Vendor) belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the Rebate directly from) the Canada Revenue Agency.

The Purchaser acknowledges and agrees for any matter related to HST that is applicable to this transaction, including without limiting the generality of the foregoing, the Rebate, that the Vendor may designate another person (including any party in which the Vendor is acting as the disclosed or undisclosed agent for when it entered into this Agreement) to be listed as a party to the HST documentation and the Purchaser agrees to execute such HST documentation notwithstanding that a party other than the Vendor may be the recipient, addressee or beneficiary of the Rebate. Where the Vendor determines that such HST documentation is incomplete, incorrect or insufficient for the Rebate to be claimed, the Purchaser, without limiting the generality of Section 30 hereby irrevocably nominates, constitutes and appoints the Vendor (and any other party as may be directed by the Vendor) as its duly authorized attorney, agent and representative to amend, correct and complete, as applicable, such HST documentation including the Rebate form.

Regardless of whether or not the Purchaser is a registrant under the *Excise Tax Act*, the Purchaser shall not be entitled to self-assess the HST payable in respect of this transaction.

16. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the subdivision control provisions of the *Planning Act* of Ontario, and amendments thereto, at the Vendor's expense.

17. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Property and that the registration against title of any notice or caution or other reference to this Agreement or the Purchaser's interest is likely to cause inconvenience and prejudice or irreparable harm to the Vendor and other purchasers of dwellings within the Project and/or the Subdivision. If any such registration occurs, the Vendor may terminate this Agreement forthwith and take full forfeiture of the Purchaser's deposits as liquidated damages and not as a penalty. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expenses in obtaining such court order including, but

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not limited to, fees of its solicitors on a full indemnity basis together with any Applicable Taxes thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

18. TENDER

Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, will be deemed to be good and valid if made in accordance with the provisions of paragraph herein headed "ELECTRONIC REGISTRATION". The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Closing Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with the provisions of paragraph headed "TITLE" herein in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute, subjective and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the Purchaser's solicitor's certified cheque drawn on a Schedule "1" Canadian Chartered bank. The Purchaser further acknowledges and agrees that the Vendor shall not be required to provide any key(s) as part of any tender made by it and that this Agreement provides for the release of keys following the Closing.

Notwithstanding anything contained herein to the contrary, in the event the Purchaser or the Purchaser's solicitor advise the Vendor or the Vendor's solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase of the Property or take occupancy of same, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser's solicitor and the Purchaser may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.

19. EXTENSION, TERMINATION ETC.

(a) The Purchaser acknowledges that the Closing Date as described in this Agreement may be extended in accordance with the Warranty Act and the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale.

(b) The Vendor shall have a one-time unilateral right, at its sole, absolute, subjective and unfettered discretion, to extend the Firm Closing Date or Delayed Closing Date (as set out in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale appended hereto), as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Closing Date or Delayed Closing Date, as the case may be.

(c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor and/or Tarion in the circumstances of such termination.

(d) In the event the Purchaser requests an extension to the Firm Closing Date or Delayed Closing Date, as the case may be, the Purchaser shall pay the Vendor's and its solicitor's fees and disbursements (plus Applicable Taxes) with respect to such requests and any extensions.

20. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Property to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement terminated and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

21. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

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The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement as a trustee or agent for and on behalf of an undisclosed beneficiary or principal, whether or not so stated herein, there shall be no liability on such undisclosed beneficiary or principal and the only recourse or remedy that the Purchaser shall have on default by the Vendor herein is against the Vendor and the Property, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law, equity or otherwise.

22. SUBORDINATION AND ASSIGNMENT OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged or to be arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

At any time prior to the Closing Date, the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant to the Warranty Act, and upon notification of assumption of this Agreement and such assignment to the Purchaser, the Vendor shall be automatically released from all obligations arising pursuant to this Agreement and the assignee shall continue from the date of such assignment as the Vendor as if it had been the original party to this Agreement. Further, the Vendor may assign this Agreement and its covenants and obligations herein to any lender. As it relates to an assignment of this Agreement to a lender as aforesaid the lender's liability shall be limited as provided for in the assignment.

23. ACCEPTANCE

The Purchaser's offer to purchase the Property, as set out in this Agreement, when accepted by the Vendor, shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. Without limiting the generality of the foregoing, acceptance of this offer (or any counter offer with respect thereto) may be made by way of telefax transmission, pdf electronic mail or similar electronic transmission, reproducing the original, provided all of the necessary signatures and initials of both parties hereto are duly reflected on (or represented by) the telefaxed, emailed or electronic copy of the Agreement are so transmitted, and such offer and/or acceptance shall be deemed to have been effected or made when the Agreement is telefaxed, emailed or sent electronically to the intended party, and the parties irrevocably acknowledge and agree that such telefaxed, emailed or electronic transmission of the Agreement shall be binding upon the parties to the same extent as if originally signed.

24. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

25. PREPARATION AND COST OF REGISTERING DOCUMENTS

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 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 $250.00 plus Applicable Taxes in total, 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

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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.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole, absolute, subjective and unfettered opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

27. NOTICE

(a) Save and except for any notices to be provided pursuant to the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale, any notice desired or required to be given to the Purchaser shall be in writing, and either delivered personally or by prepaid mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided on the front page of this Agreement or in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale, or telefaxed to the Purchaser's solicitor or the Purchaser's telefax number as provided in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale, or electronically mailed to either the Purchaser at the address contained in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale or to the Purchaser's solicitor, with all such address and contact information set out on the front page of this Agreement or in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale being subject to other or updated information that may be provided to the Vendor from time to time or otherwise in accordance with this Agreement. If such notice is mailed, it shall be deemed to have been received by the Purchaser on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, and if electronically mailed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its electronic mailing.

(b) Save and except for any notices to be provided pursuant to the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale, any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax.

(c) The Purchaser acknowledges and agrees that upon entering into this Agreement, the Purchaser shall provide in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale the Purchaser's electronic mail address, and forthwith upon request by the Vendor the Purchaser's solicitor's electronic mail address.

(d) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of $250.00 plus Applicable Taxes on the Statement of Adjustments.

(e) The Purchaser covenants to forthwith and without delay retrieve, collect, receive and read all notices sent to the Purchaser by the Vendor or the Vendor's solicitor.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs (a) and (b) above.

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28. GENDER AND NUMBER

This Agreement is to be read with all changes of gender and number as may be required by the context.

29. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

30. POWER OF ATTORNEY

(a) In accordance with the provisions of the Powers of Attorney Act R.S.O. 1990, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers in accordance with the terms of this Agreement may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.

(b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Property, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.

(c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to the Purchaser's attorney).

(d) Where the Purchaser is required to execute and deliver any document herein to the Vendor and fails to do so, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as the Purchaser's lawful attorney, in the Purchaser's name, place and stead, in order to execute any such documents in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time.

31. ELECTRONIC DOCUMENTS AND TRANSFER OF FUNDS

(a) Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation) (the "EC Act"): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors including, without limitation, accepting and providing electronic signatures, delivery by electronic mail and/or by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form or in originally executed paper form as, when and in the form required by the Vendor and/or its solicitors, in their sole, absolute, subjective and unfettered discretion. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole, absolute, subjective and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.

(b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole, absolute, subjective and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect

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of this transaction. Such method may include, at the option of the Vendor, delivery of funds by the Purchaser electronically through an electronic funds transfer system (the "EFTS") designated by the Vendor or the Vendor's Solicitors, including, without limitation, the Closure Service provided by Teranet Inc.. In such case:

(i) the Purchaser's solicitor shall be registered with the provider of the EFTS, and, at the request of the Vendor's solicitors, shall provide evidence of such registration to the Vendor's solicitors at least 10 days prior to closing;

(ii) the Purchaser and/or the Purchaser's solicitor shall execute such documents as the Vendor or the Vendor's solicitors may require in connection with the EFTS; and

(iii) the Purchaser shall pay as an adjustment on closing to the Vendor or its solicitors all fees and charges imposed by the provider of the EFTS together with any wire transfer fees and charges imposed upon the Vendor or its solicitors by their banks in connection with the transfer of funds.

32. <u>ELECTRONIC REGISTRATION</u>

If the electronic registration system (hereinafter referred to as the "Electronic System" or "ERS") is operative in the applicable Land Registry Office in which the Property is registered, the following provisions shall prevail, namely:

(a) the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Ontario 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 "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS of $250.00, plus Applicable Taxes.

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

(i) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and

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

(c) if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow 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 the 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 ERS utilizing the computer facilities in the Vendor's solicitor's office;

(d) the Purchaser expressly acknowledges and agrees that the Purchaser will not be entitled to receive the transfer 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 if agreed to by the Vendor's solicitor, 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 for registration;

(e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and

(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

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when the Vendor's solicitor has:

(i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;

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

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

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

33. HEADINGS

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

34. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

35. FINANCIAL INFORMATION

The Purchaser represents that the Purchaser is capable of obtaining the financing the Purchaser requires to enable the Purchaser to complete this transaction. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within 10 days of acceptance of this Agreement by the Vendor and thereafter within 14 days of demand from the Vendor or any agent thereof, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement and a mortgage commitment from one of the Schedule "1" chartered banks in Canada with respect to this transaction of purchase and sale, all of the foregoing to be satisfactory to the Vendor in its sole, absolute, subjective and unfettered discretion. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement and; (b) such information may remain on file by the Vendor for future reference.

36. PERSONAL INFORMATION

(a) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's "personal information" (as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents and agrees to the Vendor and/or the Vendor's solicitors, agents, consultants and sales representatives (collectively, including the Vendor, the "**Vendor Parties**") using, releasing, disclosing and/or retaining on file the Purchaser's personal information, including, without limitation, to: (i) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this Project and other projects of such

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entities; (ii) any provider of utilities, services and/or commodities to the Property (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Property; (iii) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; (iv) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes; (v) any trades/suppliers and/or sub-trades/suppliers, if retained by or on behalf of the Vendor (or are otherwise dealing with the Vendor), to facilitate the installation of and/or supply of finishings to the Dwelling; and (vi) the Canada Revenue Agency and all other governmental authorities as may be required by all applicable laws, statutes, regulations, bylaws, ordinances, orders, and the like.

(b) The Purchaser consents to the Vendor Parties retaining the Purchaser's personal information through any type of files, servers and/or systems, including, without limitation, cloud-based servers and/or systems provided by third parties, and/or hardware data retention systems. The Vendor Parties do not represent or guarantee that its files, its servers and/or its systems, its hardware data retention systems and/or any cloud-based servers and/or software provided by third parties will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion and the Purchaser's name and personal information may be subject to such security intrusions and/or unauthorized disclosure. The Purchaser hereby irrevocably releases and forever discharges the Vendor Parties from all losses, actions, claims, demands, proceedings and all other matters relating to the such security intrusions and unauthorized disclosure and same may be pleaded as an estoppel or bar to any action, claim, demand or proceeding by the Purchaser in this regard. The Vendor Parties may rely on this release notwithstanding that the Vendor Parties, other than the Vendor, are not parties to this Agreement.

37. ELECTRONIC COMMUNICATIONS

The federal government has enacted legislation that requires we obtain your consent to send you electronic communications, which may include correspondence, requests, announcements, update or other information that may be of interest to you.

By signing this Agreement you agree to receive electronic communications from the Vendor, as well as from our affiliated corporations and/or related entities. In addition, the Purchaser consents to receiving electronic commercial messages from the Vendor's trades, businesses , bodies or agencies which shall include but not be limited to (i) financial institutions or private lenders; (ii) insurance companies; (iii) any of the Vendor's trades or suppliers or any sub-trades and sub-suppliers; and (iv) providers of telephone, television, telecommunications, security and utility services.

You can withdraw your consent to receiving electronic communications at any time by contacting info@decohomes.ca

38. ADVERTISING AND PROMOTIONAL MATERIALS

The Purchaser acknowledges and agrees that the Vendor shall have the right to use drawings, photographs, videos or other depictions of the Property (including without limitation, the interior and/or exterior of the Dwelling) and/or the Subdivision or any components or features thereof in any promotional or advertising materials without notice to or consent from the Purchaser being required in any manner whatsoever.

39. ENTIRE AGREEMENT

This Agreement and all schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior or contemporaneous understandings or agreements or usage or course of dealings of the parties. Oral representations or warranties by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter shall not form part of nor shall they amend this Agreement. There is no oral and/or written representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby, except as set forth herein in writing. No reliance is placed by the Purchaser on any oral or written representations, opinions, advice or assertions of fact made by the Vendor or its officers, directors, sales personnel,

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employees or agents prior to or at the time of entering into this Agreement or at any time thereafter except as set forth herein in writing. Accordingly, there shall be no liability either in tort or contract, assessed in relation to such warranty, representation, opinion advice or assertion of fact except to the extent aforesaid. The Purchaser has not been induced to enter into this Agreement by, nor is the Purchaser relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales personnel or agents may be knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same. The Purchaser acknowledges having read all paragraphs and schedules of this Agreement.

40. IRREVOCABLE

The Purchaser's offer to purchase the Property, as set out in this Agreement, is irrevocable by the Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time if not accepted, this Agreement shall be void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the Closing, on which date vacant possession of the Dwelling is to be given to the Purchaser.

41. ONE PURCHASER BINDS ALL PURCHASERS

In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several, and in the event that any one of the parties comprising the Purchaser executes any agreement, amendments, extension agreement, notice, colour or materials or upgrades selections charts or order forms or any other agreement, notice, acknowledgment or matter in respect of this Agreement or the Property, all of the parties comprising the Purchaser shall be bound by the document executed by the one party on behalf of the others and each such party hereby grants a Power of Attorney to the other or others for any such purpose. The Vendor may, but shall not be required, to obtain the signatures or execution of all parties comprising the Purchaser to any other documents as aforesaid.

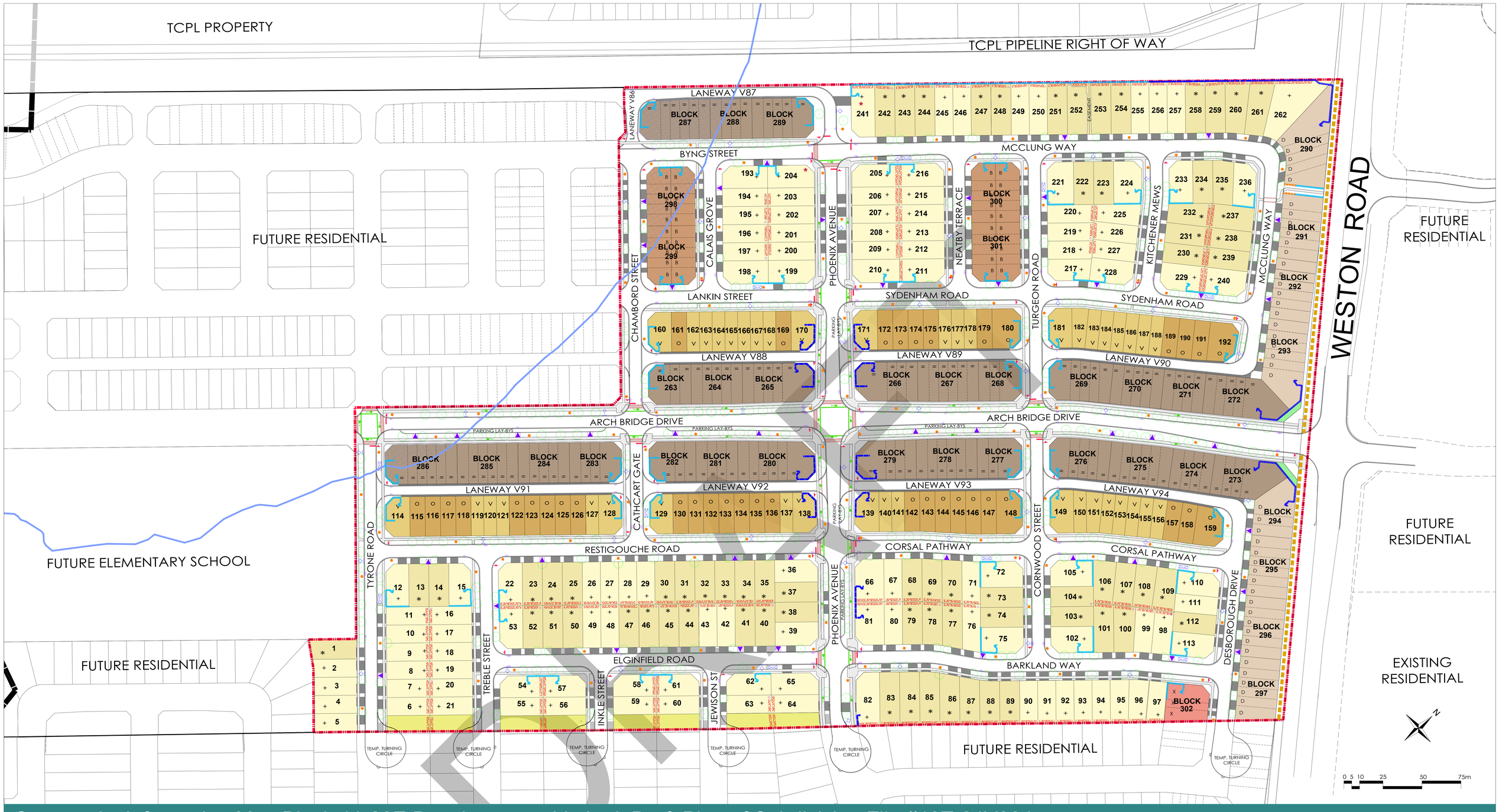
42. RIGHT OF SURVIVORSHIP

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that if the Purchaser comprises more than one individual, then all individuals comprising the Purchaser shall be deemed and construed to have acquired the Property on joint account with right of survivorship, and accordingly should any of the individuals comprising of the Purchaser die before Closing and the completion of this Agreement, then the Vendor is hereby irrevocably authorized and directed to engross the Transfer/Deed in the name of the surviving individual(s) comprising the Purchaser, without requiring probate of the deceased individual's last will and testament (and regardless of the provisions of any last will and testament of the deceased individual comprising the Purchaser and/or any rules applicable on the Purchaser's intestacy), provided however that the surviving individual(s) comprising the Purchaser shall nevertheless be obliged to deliver to the Vendor's solicitor a notarial copy of the death certificate, or the funeral director's certificate, or other satisfactory proof of death of the deceased individual comprising the Purchaser, and shall also be obliged to execute and deliver, on or before Closing, the Vendor's standard form of indemnity pursuant to which the surviving individual(s) comprising the Purchaser shall jointly and severally indemnify and save the Vendor and its solicitors harmless from and against all costs, claims, damages and/or liabilities which either or both of them may suffer or incur as a result of transferring title to the Property to the surviving individual(s) exclusively (including any claims from any children, relatives or other heirs of the deceased individual comprising the Purchaser, or from any beneficiaries of the estate of the deceased individual comprising the Purchaser).

43. REAL ESTATE MARKET CONDITIONS

The Purchaser is aware that real estate market conditions may fluctuate and change between the time of signing this Agreement and the day of closing. Such fluctuations may be in an upward or downward trend. The Vendor is not responsible for these market conditions, nor does the Vendor have any control over such fluctuations.

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Community Information Map Block 41-28E Developments Limited Draft Plan of Subdivision File #19T-24V004

LEGEND

- Subject Land
- 12.8m Single Detached
- 11.6m Single Detached
- 9.80m Single Detached Lane Access
- 8.15m Single Detached Lane Access
- 6.4m Back to Back Townhouse
- 6.1m Townhouse Lane
- 6.1m Dual Frontage
- 4.9m Townhouse Street
- Reserve Tail Reduction Required
- Future Development
- Entry Feature
- Driveway
- Sidewalk
- In-boulevard Cycle Path
- Street Light
- Hydro Transformer
- Fire Hydrant
- Infiltration Trench
- Catch Basin
- OPA 50 Noise Influence Area
- Canada Post Mailbox
- Tree
- Stop Sign
- Stop Bar
- Pedestrian Crosswalk
- Crossride / Cycle Track Crossing
- Future In-boulevard Multi-use Pathway
- 3.0m Acoustic Fence
- 2.4m Acoustic Fence
- 1.8m Acoustic Fence
- 1.8m Wood Privacy Fence
- 1.2m Decorative Metal Fence

WARNING CLAUSES:

THIS MAP IS INTENDED TO PROVIDE HOME BUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USE, PLEASE CALL (905) 832-8565 DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

THIS MAP IS BASED ON INFORMATION AVAILABLE IN OCTOBER 2026 AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS.

1. Extension of Phoenix Avenue and associated sidewalks and cycletracks may occur and are subject to change.

2. The design and layout of street trees within the public lands within this community are subject to change. The final location of the street trees will be determined through the detailed plan of subdivision process. Although the developer will make every effort to plant a minimum of one street tree in front of each home, limited spacing and restrictions caused by utility setback requirements may not allow for a street tree to be planted in front of some homes.

3. Door to door mail delivery will not be provided and community mailbox pads will be installed generally in locations shown on this plan and are subject to change. The final location of mailbox pads will be determined through the detailed plan of subdivision process.

4. The design and layout of fencing treatments are conceptual and subject to change. The final design and layout of the fencing treatments will be determined through the detailed plan of subdivision process. The developer will ensure that the fencing and footing are located entirely within the private lot limits. Any encroachments within public lands will be removed. Fence extensions by homeowners are not permitted. In addition, homeowners are not permitted to change the stain colour of the wood fencing.

5. Access gates are not permitted for fencing treatments along Weston Road, along the TCPL Pipeline Right of Way, along schools, entry features and walkways. Encroachments are also not permitted along the fences abutting these areas.

6. The design and layout of community entry features on public lands within this community are subject to change. Entry features shown in the builder's sales brochures may be constructed as shown or altered, at the City's discretion, without notification to purchasers. The final design of the community entry features will be determined through the detailed plan of subdivision process.

7. Purchaser and/or tenants are advised that lots abutting the "Open Space/ TCPL Easement area" are adjacent to three high-pressure natural gas pipelines. As a public space, it is prohibited to store materials or erect any structures in the Open Space/TCPL Easement area. Additionally, a TCPL compressor station facility (Station 130-Maple) is located west of, and within 750 metres, of this community. TCPL's facilities are regulated by the Canada Energy Regulator (CER) and any ground disturbance within 30m of the pipelines (prescribed area) requires written consent from TCPL (online application: writtenconsent.tcenergy.com). The setbacks for permanent structures from TCPL easement is a minimum 7 metres. If TCPL issues written consent to excavations/ground disturbances, a mandatory locate request must be made to the local One Call centre: 1-800-400-2255 or online to: ClickBeforeYouDig.com or ontarioonecall.ca.

FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USES, PLEASE CALL OR VISIT THE CITY OF VAUGHAN, DEVELOPMENT PLANNING DEPARTMENT, AT 2141 MAJOR MACKENZIE DRIVE, VAUGHAN, ON, L6A 1T1; (905)832-8585.

FOR DETAILED GRADING AND BERMING INFORMATION, PLEASE CALL THE DEVELOPER'S ENGINEERING CONSULTANT, SCHAEFFERS & ASSOCIATES LTD. AT (905)738-6100.

THIS MAP IS BASED ON INFORMATION AVAILABLE UPDATED UP TO NOVEMBER 2026, AND MAY BE REVISED OR UPDATED WITHOUT NOTIFICATION TO PURCHASERS.

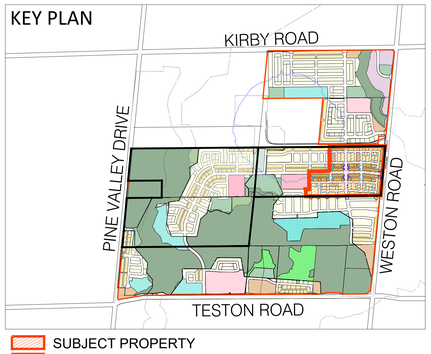
Disclaimer: The shown configuration, including but not limited to, the road and lane design, trail, sign and driveway locations, sight triangles, and the location of utility boxes are subject to change.

Reviewed by The City of Vaughan

Margaret Josipovic
Executive Director, Planning, Growth Management & Housing Delivery

Date:

KEY PLAN



SUBJECT PROPERTY
PLANNING BLOCK 41
OTHER LANDS OWNED BY APPLICANT

VAUGHAN

Prepared by:
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