

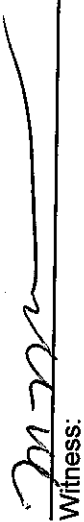
AGREEMENT OF PURCHASE AND SALE

1. KYLE RIDER and SARAH RIDER (singularly or collectively referred to as the "Purchaser"), hereby agree(s) with Thames Developments (2011) Ltd. (the "Vendor") to purchase the house described herein (the "Dwelling") on the proposed LOT NO. 58 (referred to as the "Lot" and with the Dwelling and the Lot collectively referred to as the "Property") on the proposed plan of subdivision (the "Subdivision") to be registered on those lands and premises described as, for a total cost of TWO HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED NINETY AND XX / 100 DOLLARS (\$299,490.00) of lawful money of Canada (the "Total Cost") which total cost shall be payable to the Vendor as follows:
- a) the sum of Five Thousand (\$5,000.00) as a deposit to be paid upon the execution of this agreement;
 - b) the sum of Five Thousand (\$5,000.00) by post-dated cheque as a further deposit dated August 15, 2013;
 - c) the sum of Five Thousand (\$5,000.00) by post-dated cheque as a further deposit dated October 11, 2013;
 - d) the balance of the Purchase Price shall be paid to the Vendor, on Closing (as hereinafter defined), by certified cheque or bank draft drawn on a Canadian Chartered Bank, subject to the adjustments as set out in this Agreement. All deposits paid shall be paid to the Vendor and shall be credited to the Total Costs on Closing.
2. TARION Warranty Corporation's "Statement of Critical Dates", " Addendum to Agreement of Purchase and Sale", including the Appendix of Additional Early Termination Conditions", if any, (collectively the "Addendum") are attached to and form part of this agreement. The transaction provided for in this agreement shall be completed on the applicable Firm Closing Date or Delayed Closing Date ("Closing", "Closing Date", "Date of Closing", "closing", "closing date" or "date of closing") determined in accordance with the provisions of the Addendum, notwithstanding any other term to the contrary.

PURCHASE PRICE:

3. The Addendum as well as "A-1" "B" "D" "E" "F" "G" "H" "I" "J" "M" "Tarion Addendum Pages 1 to 11", together with any other schedule(s) hereto shall form part of this Purchase Agreement (collectively, the "Purchase Agreement" or "Agreement"). The Purchaser acknowledges that he/she has read this Agreement, including the Addendum, and agrees to be bound by the terms hereof.
4. This Agreement, when accepted by both parties, shall constitute a binding agreement of purchase and sale subject to any statutory rights of rescission to the contrary. This Agreement shall not be amended except in writing. The Purchaser releases and absolves the Vendor of any obligation to perform or comply with any promises or representations as may have been made by any sales representative or in any sales brochure, unless same has been reduced to writing herein. It is agreed and understood that there is no oral or written representation, warranty, collateral term or condition affecting this Agreement or the Property, or for which the Vendor or the Owner (or any agent or sales representative) can be held responsible or liable in any way, whether contained, portrayed, illustrated or represented by (or in) any plan, drawing, brochure, display, model or any other sales/marketing material(s), displayed or allegedly given, other than as specifically set out in this Agreement in writing.

IN WITNESS WHEREOF I/we have set my/our hand(s) this 17th day of July 2013


Witness:


Purchaser: KYLE RIDER

29-Mar-85
Date of Birth


Witness:


Purchaser: SARAH RIDER

25-Aug-87
Date of Birth

ACCEPTED THIS 23 day of July, 2013.

VENDOR'S SOLICITOR

Baker Schneider Ruggiero LLP
Att: David Spencer (dspencer@bsrlawpractice.com)
Toronto, Ontario M5H 3V1
120 Adelaide Street West, Suite 1000

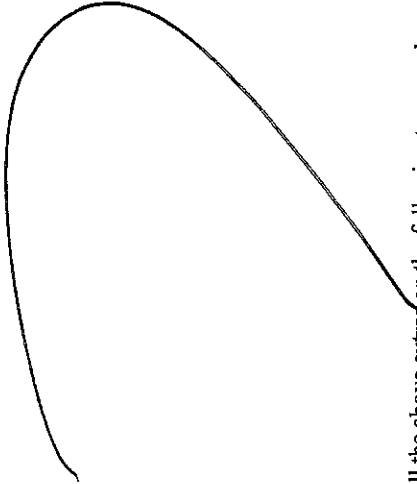
Thames Developments (2011) Ltd.

PER: 
Authorized Signing Officer
I have the authority to bind the Corporation

Thames Developments (2011) Ltd.	KYLE RIDER SARAH RIDER Purchaser(s) Telephone Number: 519-894-9687		
Vendor			


Lot Number 58	House Type Bartley (36-1) Elev A, 2,135 SQ. FT.	Reg. Plan #	Closing Date 02-Jul-2014	Date Ordered 17-Jul-2013
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EXTRAS/UPGRADES INCLUDED IN PURCHASE PRICE				
1	5 FREE APPLIANCES - FRIDGE, STOVE, WASHER, DRYER AND DISHWASHER. (SUPPLIED ONLY NOT INSTALLED, FROM BUILDERS STANDARD LINE) ** TO - ARRANGE DELIVERY CALL: THE BRICK COMMERCIAL SALES DIVISION AT (416) 249-4373.			
2	\$10,000 IN FREE UPGRADES AT THE DECOR CENTRE (NO CASH VALUE)			
3	PURCHASE PRICE INCLUDES A REDUCTION OF 5500 DOLLARS FOR TOYOTA EMPLOYEE PROMO DEAL			
4	PURCHASE PRICE INCLUDES 20,000 DOLLAR LOT PREMIUM FOR LOT 58. <i>including look out lot conditions</i>			




- This is your direction to install the above extras on the following terms and conditions:
- In the event the work on the house has progressed beyond the point where the items covered by this extra cannot be installed without entailing any unusual expense, then this extra is to be cancelled and any deposit paid in connection with the same is to be refunded to the purchaser.
 - The Vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the purchaser.
 - It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed by default of the Purchaser, the total cost of extras ordered are not refundable to the purchaser.
 - Extras or changes will not be processed unless signed by the Vendor.
 - These extras may not be amended without the written consent of the Vendor

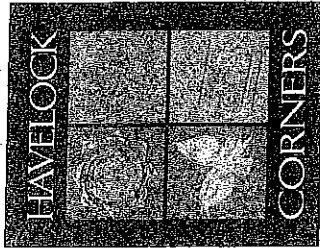
PREPARED BY: Maria Masciulli


Purchaser - KYLE RIDER

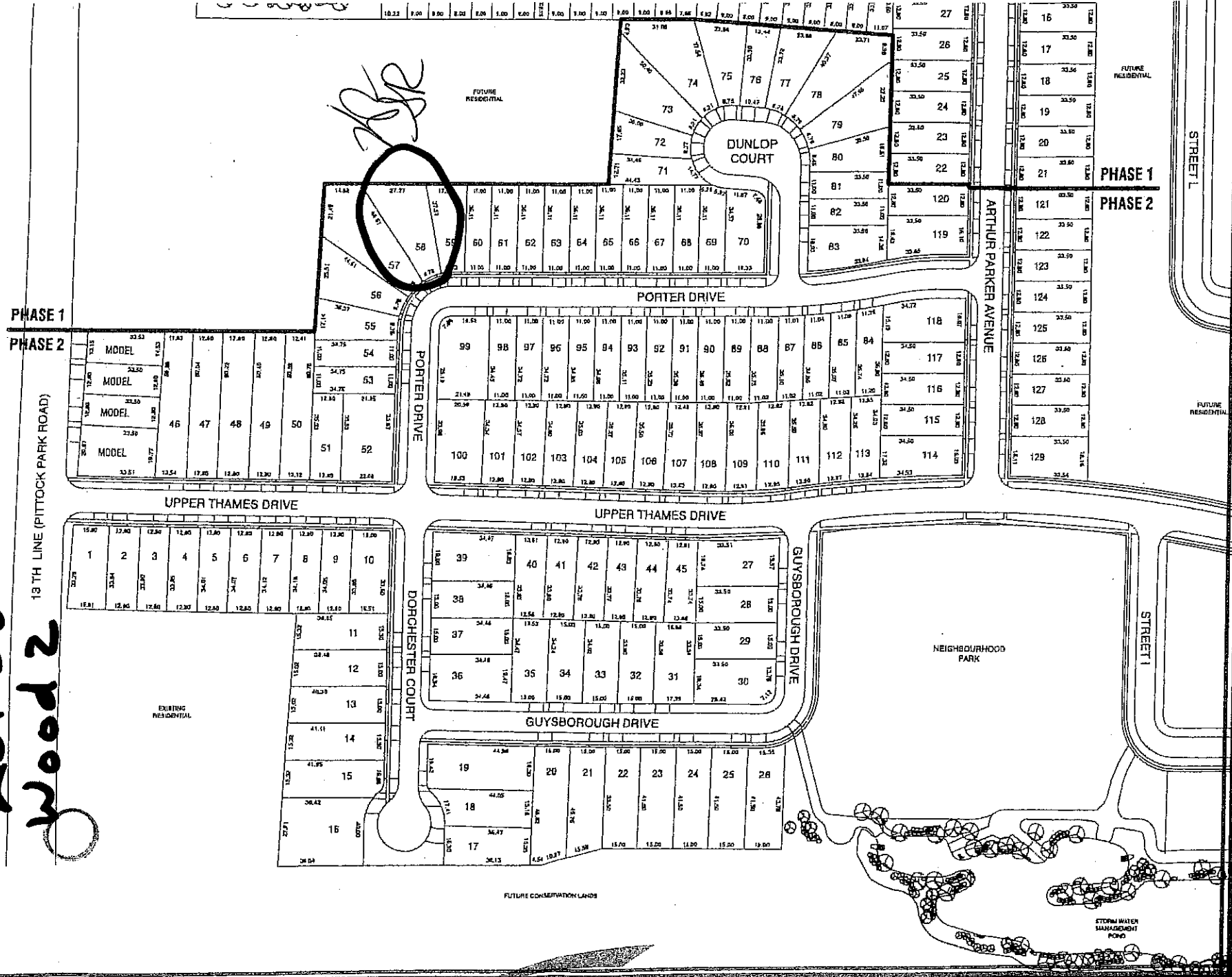

Purchaser - SARAH RIDER


Vendor - Thames Developments (2011) Ltd.

Construction Scheduling Approval
Per: 
Date: <u>02/07/13.</u>

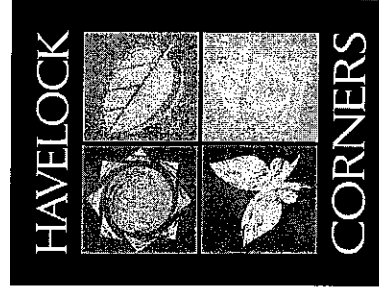
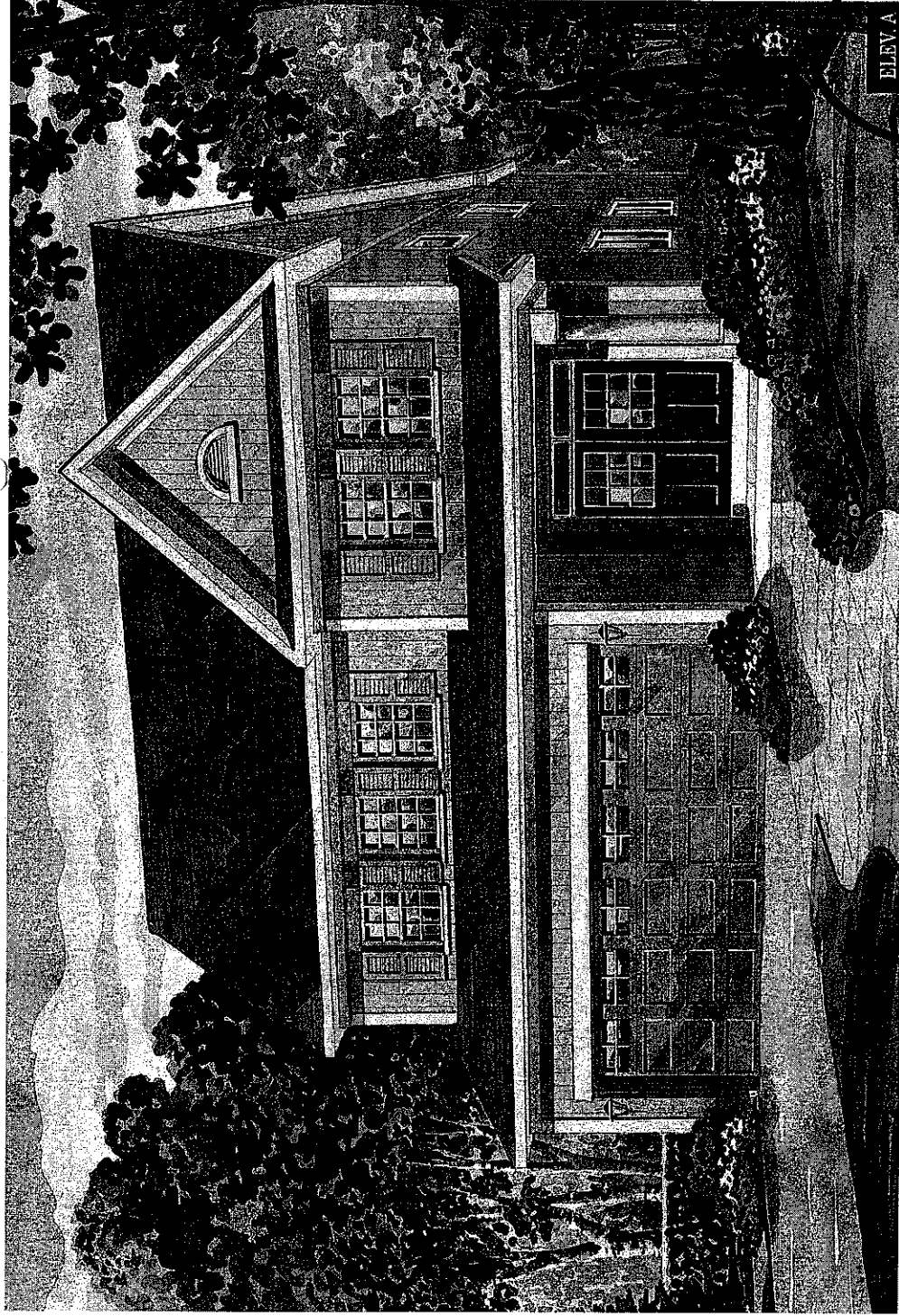


Lot 58
Wood 2

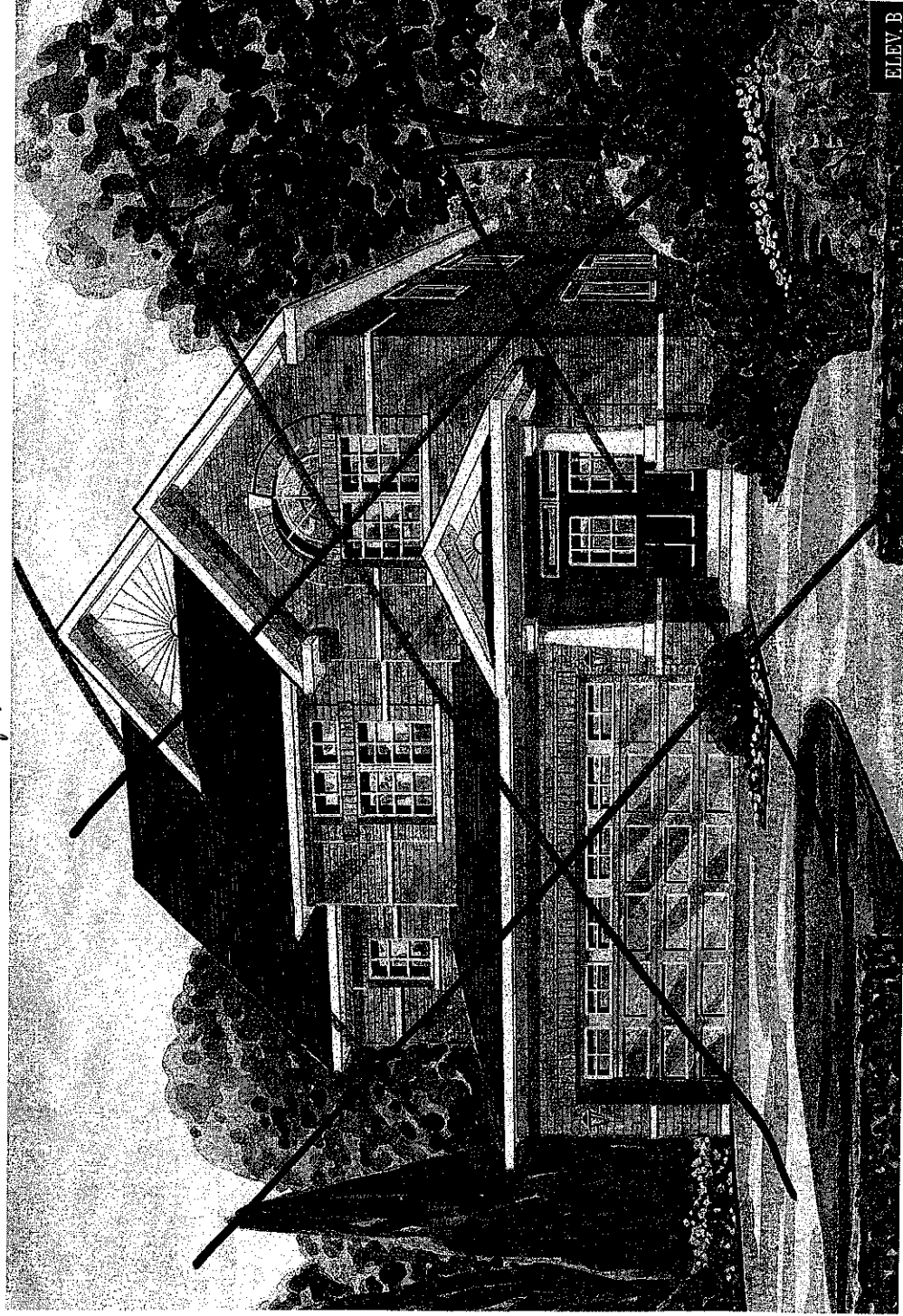


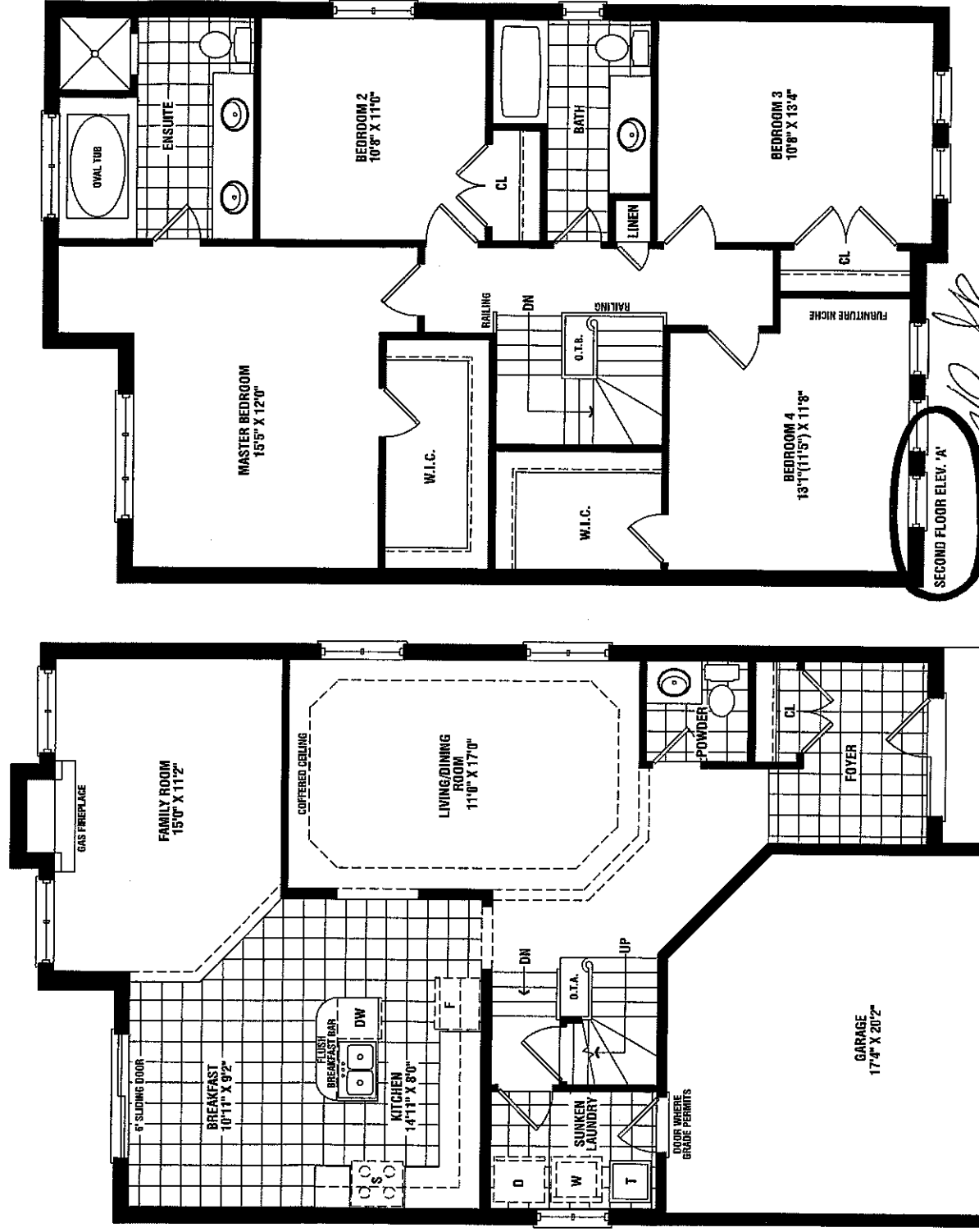
SENATOR

5 MOH

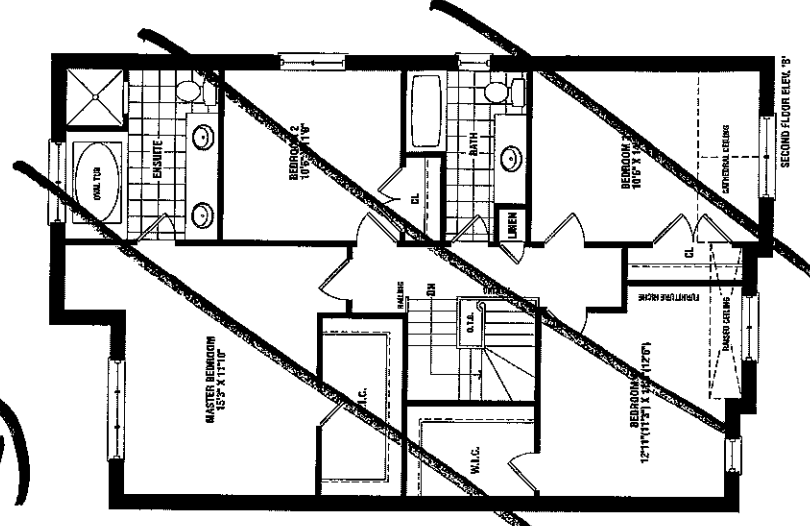
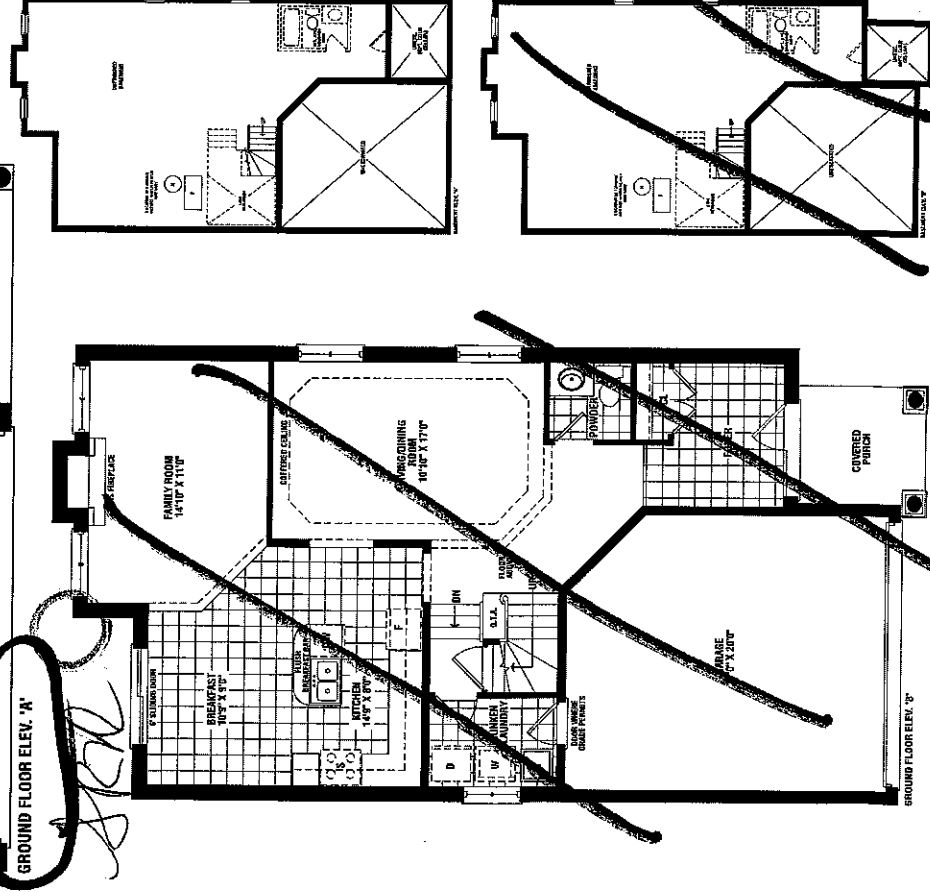


Bartley
 2135/2167 sq. ft.
 Elev. A Elev. B





Bartley
2135/2167 sq. ft.
Elev. A Elev. B




SCHEDULE "D"
Conditional on Financing

Lot 58 - Phase Wood 2

This Agreement shall be conditional until the **27-July-2013** (the "Financing Condition Date") upon the Purchasers arranging their own financing of this purchase. If the purchaser is unable to arrange the said financing, he or she shall so notify the Vendor in writing by the Financing Condition Date. If no notice is received by the Vendor prior to the Financing Condition Date, this Agreement shall become firm and binding. If notice is given that Purchasers have been unable to arrange financing, the condition period shall be extended for an additional 14 day period. Upon receipt of notice that the Purchasers have been unable to obtain the requisite financing within the Financing Condition Date, the Vendor shall be entitled within the next 14 days to arrange financing for the acquisition of the subject property by the Purchasers. For this purpose, the Purchasers shall provide all necessary information and credit material and shall co-operate with the Vendor in Vendor's pursuit of financing for the Purchaser. If prior to the expiry of the 14 day period, the Vendor has obtained financing for the acquisition of the subject property on conditions that are commercially reasonable in the circumstances, the Purchasers shall be obligated to execute the commitment letter providing this financing and this agreement shall become firm and binding. In the event that the Vendor has been unable to obtain a commitment for the financing of the acquisition of this property within this 14 day period, the Vendor shall so notify the Purchaser and this agreement shall then become null and void and the Purchaser's deposit shall be returned in full, without interest.


Purchaser - KYLE RIDER


Purchaser - SARAH RIDER


Vendor - Thames Developments (2011) Ltd.

SCHEDULE "A-1 - 30' AND 36' DETACHED STANDARD FEATURES

Lot #: 58 Phase: Wood 2 Plan: Model: Bartley (36-1) Elev A

Havelock Corners

QUALITY EXTERIOR CONSTRUCTION

- Heritage-inspired front elevations, including: CLAY BRICK WITH HORIZONTAL SIDING 1. Choice of HIGH QUALITY CERAMIC TILE, minimum 12" x 12", from Builder's standard selection, IN ENTRANCE FOYER, KITCHEN, BREAKFAST AREA, POWDER ROOM, LAUNDRY ROOM (main per plan), MASTER ENSUITE FLOOR, SOAKED OR CORNER TUB DECK (as per plan) and ALL BATHROOM FLOORS, as per plan.
- All exterior elevations and colour schemes, including brick selection, are Architecturally Controlled as part of pre-selected exterior colour packages.
- PORCHES WITH MAINTENANCE-FREE RAILINGS (only where required by grade), per 2. applicable elevation. Fibreglass Exterior Columns, Painted Per Applicable Exterior Colour Package.
- MAINTENANCE FREE, LOW E ARGON VINYL WINDOWS AND SLIDING DOORS, with sealed thermopane glass panels.
- CASEMENT WINDOWS THROUGHOUT main and second floor. Basement windows are LAUNDRY ROOM sliders. All operable windows are pre-designated by the builder and will have screens. Some 1. front and side elevation palladium, transom, octagon and other accent windows to be faux black 2. glass, as per elevation.
- RAISED PANEL, CARRIAGE STYLE SECTIONAL GARAGE DOORS with window inserts 4. and paint finish, as per elevation. Colour of individual doors Architecturally Controlled as part of pre-selected exterior colour packages.
- Lot to be fully sodded (including boulevard).
- PAVED DRIVEWAY
- Two exterior water taps with interior shut-off.
- Two exterior weather-proof electrical outlets with ground fault wiring. One outlet to be located near front entrance and equipped with interior switch. The second outlet, will be located at the rear of the house and is not switched.
- Community to have paved roads, curbs, storm and sanitary sewers.
- Garage floor to be poured concrete with steel reinforcing.
- Pre-finished, maintenance-free soffits, fascia, eavesstroughs and down pipes as per elevation.
- 3/8" plywood roof sheathing.
- Self-sealing asphalt shingles.
- Steel-beam construction in basement.
- Basement walls are poured concrete with damp proofing system. Exterior drainage membrane 11. provided at basement area and weeping tiles for additional protection against basement leaks.
- Basement floor to be poured concrete.
- Upgraded, insulated and embossed front entry door with glass insert, sidelights and/or transom 14. windows, as per plan.
- All exterior doors are insulated non-warp metal doors with energy-efficient weather stripping and 15. dead-bolt lock.
- Elegant pewter-finish grip set on front door.
- Precast concrete slab walkway from driveway to main entrance door. Any applicable rear patio HOME COMFORT 1. High efficiency gas-fired forced air furnace with electronic ignition.
- HEAT RECOVERY VENTILATOR (HRV).
- Energy efficiency gas-fired hot water tank (Purchaser to enter a rent-to-own agreement with Supplier at Closing).
- GAS FIREPLACE with White Painted Mantel, as per plan.

GENERAL INTERIOR CONSTRUCTION

- All framing in accordance with Ontario Building Code and local municipal requirements. Construction of homes inspected at specified stages by municipal officials.
- All exterior walls of habitable areas constructed with 2" x 6" framing.
- Professionally engineered roof trusses, as per plan.
- 5/8" TONGUE AND GROOVE OSB SUBFLOORS, SANDED AT JOINTS AND SCREWED. 1. All insulation as per Ontario Building Code; Exterior walls of habitable areas insulated to a rating 2. of R22; Roof of habitable areas insulated to a rating of R50; basement walls insulated with R-12 insulation (Full Height, 12 inches above basement floor).
- 36" Designs - 9' MAIN FLOOR CEILINGS. Includes extended interior door heights, extended height kitchen upper cabinets, transom above front door and window per plan, rear patio doors and/or rear French or Garden Doors, per plan. (NOTE 8' Main Floor Ceiling on 30' Designs).
- VAULTED AND COFFERED CEILINGS, as per plan.
- Ceiling heights may vary from standards noted above, in those areas where ceilings must be dropped to accommodate mechanical and/or structural systems, or where determined by the Vendor's architect (such as coffered ceilings).

KITCHENS

- LAMINATE KITCHEN COUNTER TOPS, in a selection of colours, based on Builder's samples.
- DOUBLE COMPARTMENT LEDGEBACK STAINLESS STEEL SINK.
- SINGLE LEVER FAUCET WITH VEGETABLE SPRAY.
- White exhaust hood fan over stove, vented to exterior.
- Choice of cabinets in a variety of colours and styles, from Builder's samples.
- Electrical outlets for stove, fridge and countertop appliances as per Ontario Building Code TARIION WARRANTY CORPORATION COVERAGE 1. Seven years: MAJOR STRUCTURAL DEFECTS.
- Rough-in wiring and plumbing for dishwasher hook-up.
- Open dishwasher space as per plan. (Optional filler base cabinet available).
- Flush BREAKFAST BARS as per plan.
- Designer KITCHEN ISLANDS and PENINSULAS, as per plan.

BATHROOMS

- SEPARATE SHOWER STALL with shower curtain rod in Master Ensuite, as per plan.
- OVAL SOAKER TUB, CORNER TUB or SOAKER TUB in Master Ensuite, as per plan.
- Bath tub enclosures and shower stalls to be in HIGH QUALITY 6" x 8" CERAMIC TILES from 2. Builder's samples. Soaker and corner tub, skirts, deck and surrounds finished in a minimum of 12" x 12" ceramic wall tile.
- Standard white bathroom fixtures from Builder's samples to include: towel bar, toilet tissue dispenser and soap dish (soap dish excluded in Powder Room).
- SINGLE LEVER FAUCETS in all vanities, shower controls with built-in balance regulators.
- Choice of vanity cabinets and laminate counter tops from Builder's samples.
- OVERSIZED MIRRORS IN ALL BATHROOMS AND POWDER ROOM.
- POWDER ROOM VANITY (not a pedestal sink) as per plan.

INTERIOR FINISHES

- 2 1/2" COLONIAL CASING AND TRIM FOR ALL DOORS AND WINDOW OPENINGS, 3 7. 1/4" COLONIAL BASEBOARD. ¼ round installed on all hard surfaces.
- SERIES 800 COLONIAL STYLE INTERIOR DOORS, including closets, as per plan.
- BRUSHED NICKEL DOOR HARDWARE, HINGES AND KNOBS. All bathrooms to have privacy locks.
- OAK STAIRS, RAILING, NOSING, PICKETS AND STRINGERS, in NATURAL FINISH.
- ELEGANT FULL HEIGHT OR HALF COLUMNS, as per plan.
- TRIMMED OPENINGS on main floor as per plan (excluding rounded arches).
- Terms "as per elevation" or "as per plan" refer to illustrations provided in marketing documentation.

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

July 17/13

Date

Purchaser - KYLE RIDER

July 17/13

Date

Vendor : Thames Developments (2011) Ltd.

Purchaser - SARAH RIDER

enSQL_705_rpt 03apr12

SCHEDULE "E"

THAMES DEVELOPMENTS (2011) LTD.

GENERAL TERMS AND PROVISIONS DEFINITIONS

1. (a) **"Deposits"** shall mean the deposits or any one of them as set out on Page 1 of this Agreement, to be credited towards the Purchase Price on the completion of the transaction that is the subject of this Agreement;
- (b) **"Extras"** or **"extras"** means those finishes, wall coverings, floor coverings, fixtures, appliances and/or upgrades of any of the foregoing not specified in the schedule of standard suite finishes or schedule of upgrades. The costs of the Extras may or may not be included in the Purchase Price but shall be paid to the Vendor at the time of the ordering of the Extras;
- (c) the **"Governmental Authorities"**, **"governmental authorities"**, **"Governmental Authority"** or **"governmental authority"** means the Municipality (as hereinafter defined), together with any county, regional, provincial, federal and/or other governmental authority or agency and/or any utility or service provider (private or public) providing services or utilities to the Property and/or Subdivision and/or having jurisdiction over the Subdivision;
- (d) **"Levies"** shall mean levies payable pursuant to the Development Charges Act, 1997, the Education Act, the Planning Act and any other levy, transportation levy, sewer or water supply levy, impost charge or any other charge imposed by any governmental authority or agency, school board, private or public utility or service provider with respect to, or as a requirement of, the development of and/or construction upon, the Subdivision or Property;
- (e) the **"Municipality"** means the local municipality in which the Property is situate, and if such entity is not the designated authority for the purposes of granting approvals pursuant to Section 51 of the Planning Act, R.S.O. 1990 as amended (the **"Planning Act"**), then the term **"Municipality"** shall include such approval authority to the extent that it has power and authority to the matters ascribed to a **"Municipality"** hereunder;
- (f) **"ONHWPA"** shall mean the Ontario New Home Warranty Plan Act, R.S.O., 1990 as amended and all its regulations and bulletins;
- (g) **"Purchaser"** means the purchaser(s) as defined in paragraph 1 of page 1 of this Agreement to which this schedule is attached;
- (h) the **"Purchase Price"** means the purchase price of the Property as defined in paragraph 1 of page 1 of this Agreement to which this schedule is attached as amended or adjusted in accordance with the terms and provisions of this Agreement;
- (i) the **"Subdivision"** shall mean the registered plan of subdivision or condominium in which the Property is situate;
- (j) the **"Subdivider"** and/or the **"Developer"** means any predecessor in title to the Property who has entered into obligations with the Municipality for the subdivision or servicing of the Property or who was the registered owner (the **"Owner"**) of the Property as of the date that the subdivision was created;
- (k) **"Tarion"** shall mean Tarion Warranty Corporation;
- (l) **"Teraview Electronic Registration System"** or **"TERS"** shall mean the electronic real estate gateway and document production system available to authorized solicitors in the Province of Ontario, used in the creation and delivery of the Transfer/Deed of Land conveying title to the Property;
- (m) the **"Vendor"** means the party or corporation defined as same on the front page of this Agreement to which this schedule is attached.

HARMONIZED SALES TAX

2. The Purchaser acknowledges and agrees that this transaction is subject to harmonized sales taxes (hereinafter and hereinafter referred to as the **"HST"**). **The Purchase Price includes the full amount of the HST, net of all applicable rebates as assigned and assignable to the Vendor, save and except as hereinafter set out.** This Agreement and the calculation of the Purchase Price is premised on the basis that the Purchaser qualifies for all rebates of any kind or nature, including any new housing rebates and/or transitional rebates. Notwithstanding the provisions in this Agreement to the contrary, the Purchaser agrees that the Purchase Price for the property does not include HST on closing adjustments and amounts payable for Extras or any other amounts payable under this Agreement and that same are subject to HST at the time of closing and that such HST shall be chargeable and payable by the Purchaser in addition to any other HST included in the Purchase Price.
3. The Purchaser hereby assigns [and shall execute an assignments in such form required by the Vendor or the Government of Canada and/or the Province of Ontario (the **"Government"**)] to the Vendor all of its right, title and interest in any refund, credit, rebate or the like of the HST, goods and services taxes and/or retail sales taxes including without limitation any new housing rebate or transitional rebate (collectively the **"HST Rebate"**). The Purchaser hereby releases all of his or her interest, right and entitlement in the HST Rebate or any portion thereof. In consideration for this assignment the Purchaser shall receive a credit for the HST Rebate or an amount equivalent thereto on closing provided the Purchaser qualifies for same.

HARMONIZED SALES TAX (continued)

The Purchaser represents and warrants that the Purchaser is acquiring the Property for his or his blood relative's primary place of residence within the meaning of the Excise Tax Act (Canada) or Income Tax Act (Canada) or any replacement statute and is entitled to the maximum amount of the HST Rebate applicable to purchase transactions at the Purchase Price set out in this Agreement. The Purchaser shall assign (in form required by the Vendor or the Government of Canada and/or the Province of Ontario) to the Vendor all of its right, title and interest in the HST Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor, upon request by the Vendor, on or after closing, such applications, documents and affidavits as may be required by the Vendor and the Government to establish the Purchaser's entitlement to the HST Rebate.

4. The Purchaser acknowledges and agrees that:

- a. the "total consideration" includes not only the Purchase Price but all other taxable supplies charged to the Purchaser pursuant to this purchase agreement, including without limitation, extras and reimbursements payable by the Purchaser under the purchase agreement such as Taron Enrolment fees, etc. (hereinafter referred to as the "Additional Charges" and individually referred to as an "Additional Charge"), together with the HST on such taxable supplies;
- b. any Additional Charge is part of the single supply of the home and for HST purposes constitutes a change in the price or consideration being paid for the home;
- c. since the sale of the home is a "single supply", the rate of HST applicable to this purchase agreement (based on the date of the purchase agreement), will apply to all Additional Charges, regardless of when the supplies were purchased and paid by the Vendor.
5. If it is determined by the Vendor that the Purchaser is not entitled to the full amount of any potential HST Rebate or any portion thereof (including any portion of same the Purchaser becomes disentitled to as a result of an increase in the total consideration payable hereunder as a result of any extras, etc., purchased by the Purchaser), the Purchaser agrees to pay to the Vendor, in addition to any other amounts stipulated in this Agreement, the amount of the HST Rebate to which the Purchaser becomes disentitled, (which shall be paid on the Closing Date as a requirement of closing), and until so paid, such amount shall form a charge/vendor's lien against the property, which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. Such amount shall be in addition to the Purchase Price.

SUBDIVISION DRAFT PLAN APPROVAL

6. The Purchaser acknowledges and agrees that the Property may be subject to without limitation, conditions of draft approval (hereinafter "Draft Conditions") one or more Development Agreements, site plan agreements and or subdivision agreements between the Subdivider and Governmental Authorities and/or the Municipality, notice of which is hereby expressly acknowledged by the Purchaser, and pursuant to which the Subdivider or the Municipality is responsible at its own expense for constructing and installing all services within the Subdivision, which services may include paved roads, sidewalks, curbs, storm and sanitary sewers, street lights, parks, conservation areas, playgrounds, etc. and if the Subdivider is other than the Vendor, the Vendor shall not be liable in any way to the Purchaser for the manner in which said services are installed or constructed. The Purchaser acknowledges and agrees that it shall be his sole responsibility to review without limitation, the Draft Conditions, any Development Agreements, cost-sharing agreements, site plan agreements or subdivision agreements as hereinbefore described, prior to closing, which the Purchaser hereby agrees to take title subject to. The Vendor shall not be obligated to obtain or register a full or partial release of the Property from or in respect of such agreements, nor shall the Vendor be obliged to have said agreements deleted from title, and the Purchaser shall satisfy himself as to compliance therewith.

ACKNOWLEDGMENT REGARDING WARNING CLAUSES

7. The Purchaser acknowledges that the Draft Conditions and existing and/or future Development Agreements between the Vendor and the Municipality may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the use of the Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, installation of pools, aesthetic restrictions, care of landscaping on the Property and the status of services and works in the Subdivision/development. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings and same shall be deemed to form part of this Agreement and the Purchaser shall execute all documents, amendments, assurances as required by the Vendor in this regard and such further warnings or acknowledgments shall not affect nor diminish the Purchaser's obligation to complete its obligations under this Agreement. The Purchaser acknowledges and agrees that the Vendor and/or Subdivider may be unable to sell the Property to the Purchaser or obtain the release of securities unless the Purchaser executes such acknowledgments, amendments or assurances, etc., as aforesaid. In the event that the Purchaser fails to execute such acknowledgments, amendments and/or assurances, etc., forthwith upon being requested to do so, such failure or refusal shall be considered a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled to its remedies hereunder, including, at its sole option, to terminate this Agreement and upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages, not as a penalty, without prejudice to the exercise of any other remedy available to the Vendor, and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder.

COMPLETION OF GRADING AND MUNICIPAL SERVICES

8. a. The Vendor, its successors, assigns and all persons authorized by the Vendor, including, without limitation, the Municipality or any other governmental authorities having jurisdiction, shall have free access to the Dwelling at all reasonable hours in order to make inspections and do such work or repairs as they may deem necessary. The Vendor, and all persons authorized by the Vendor, shall have a licence for a period of FIVE (5) years from the date of closing to enter into, over, along or upon any part of the Property, without being deemed to have committed a trespass, for the purpose of enabling, without limitation, the completion or correction of sodding and grading, and the installation, maintenance and/or repair of any municipal services or public utility services, or for the purpose of effecting any remedial

and/or corrective measures to the Property as may be required by the Municipality, any public utility, or any other governmental authority or bonding company.

b. The Purchaser hereby acknowledges and agrees that the final grading of the Property may not be completed, nor a lot grading certificate in respect of same issued by the closing date, yet the Purchaser agrees to nevertheless complete this transaction on the closing date, upon the Vendor's undertaking hereinafter set out, to complete the grading of the Property in accordance with municipal requirements as soon as reasonably possible after the closing date, weather and soil conditions and the availability of labor, equipment and materials permitting. The Vendor, by this Agreement, hereby undertakes to complete (if not already completed), the grading of the Property in accordance with the provisions of the preceding sentence, and the Purchaser shall not request or call for any further documentation or assurances pertaining to this undertaking in respect of grading, from the Vendor, the Subdivider or the Vendor's solicitors. In the event that any additions and/or improvements are made to the Property after closing such as, but not limited to, the installation of porches, decks, patios, plants, shrubs, trees, paved driveways or fences are so located so as to alter or affect the grading and/or drainage patterns of the Property or any easement granted or contemplated being granted to third parties or the Vendor and/or affect the final inspection and/or assumption of the Subdivision by the Municipality and/or the return of any security to the Subdivider or Vendor, then the Purchaser agrees to remove such additions and/or improvements at his own expense, forthwith upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's sole expense and the Vendor shall be permitted to register and maintain a vendor's lien for such costs.

c. The undersigned hereby acknowledges that complete engineering data in respect of the final grading of the Property as approved by the Municipality may not, as yet, be complete, and accordingly, the Purchaser agrees to accept the Property subject to any grading requirements or Requirements imposed by the Municipality.

d. Notwithstanding the foregoing to the contrary, the Vendor or anyone delegated by it shall have the right to enter upon the Property during the rectification period as set out above in order to, without limitation, change or rectify grades or drainage patterns, and/or carry out any sodding work required by the Development Agreements (as such term is defined herein) and may remove any fences, obstructions or signs situate on the Property, without liability of any kind, if the foregoing provisions of this paragraph are not observed by the Purchaser. The Purchaser acknowledges that the Municipality, and any governmental authorities having jurisdiction, shall have the right to enter upon the Property for such purpose in the event the Vendor fails to satisfy its obligations in respect of the foregoing provisions of this paragraph. The Purchaser further acknowledges that the transfer of title to the Property may contain a right of re-entry in favor of the Vendor, the Municipality, and/or any other governmental authority having jurisdiction as aforesaid.

e. Title to the Property may be subject to Development Agreements (as hereinafter defined) as well as restrictions, and/or covenants may be required to be given by the Purchaser on closing, preventing any changes being subsequently made to any exterior colour, materials, windows, treatment and/or cladding material of any exterior component of the Dwelling for any period of time after closing and as well as preventing the alteration or removal of any trees, vegetation, fencing, berm, retaining wall and/or other exterior element and the parties acknowledge that such items may be controlled by the Vendor, Developer, third party and/or any other governmental authority having jurisdiction for any period of time after closing. The Development Agreements may also contain important warning clauses affecting the use and enjoyment of the Property and the Purchaser is strongly advised to review same. The Purchaser covenants and agrees to abide by and comply with the terms and conditions of the Development Agreements, architectural controls, restrictions and covenants and agrees to indemnify and save the Vendor and Subdivider harmless from and against any losses and all damages, suits costs, expenses or liabilities incurred by the Vendor and/or Subdivider as a result of the Purchaser not complying with or defaulting under (in any way and with negligence not being required) with the terms and provisions of the such Development Agreements. In addition, the Purchaser covenants and agrees not to dump any materials, sod or other debris, garbage and/or landscaping or construction materials upon any other lands owned by the Vendor, Subdivider and/or the Municipality and the Purchaser shall reimburse the Vendor on closing or thereafter, for the costs of removing such materials and dumping same, including inter alia, haulage costs, labour costs and/or any other costs, expenses or fines incurred by the Vendor or Subdivider as a result of the Purchaser breaching this covenant, and the Vendor shall be entitled to register and maintain a vendor's lien for such costs.

9. The Purchaser acknowledges and agrees that the filing of the consulting engineers' certificate(s) with the Municipality, or the issuance by the Municipality of an occupancy certificate or such other confirmation that the Property may be occupied shall, subject to the provisions of the Addendum, constitute complete and absolute acceptance by the Purchaser of all construction matters, and the quality and sufficiency thereof including, without limitation, all mechanical, structural and architectural matters. Acceptance of construction and siting of the Dwelling and/or grading of the Lot by the Municipality or governmental authorities shall conclusively constitute acceptance by the Purchaser. The Purchaser acknowledges that the road allowance or private road fronting or flanking the Property may have one or more postal boxes, CATV boxes, telephone boxes, fire hydrants and/or hydro-electric transformers, hydro poles, sidewalks, landscape furniture, etc., as required by the Municipality and the Purchaser agrees to accept same where located, notwithstanding that same may not be shown on any sales material, site plan, community plan or brochures.

MAINTENANCE OF SOD AND LANDSCAPING

9. The Purchaser shall be solely responsible for the watering and general maintenance of the sod, tree, shrubs any other landscape plantings placed on the Property from and after the closing date, or from the date that the sod is laid or the trees or shrubs or any other landscape plantings are planted, whichever date is later, and the Vendor shall have no obligation in that regard. In the event that the Vendor is required to replace laid sod, trees, shrubs or any other landscape plantings as a result of the Purchaser's default of the aforesaid obligation, then the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser.

LANDSCAPING, RETAINING WALLS, FENCES, BERMS AND STRUCTURES OR FEATURES

10. a. The Purchaser agrees that in the event that any retaining wall, fence, berm and/or similar or other structure are built on the Property, the Purchaser shall be solely responsible for the repair and maintenance of same. Where the Purchaser is obliged to make such repairs and undertake such maintenance, the Purchaser shall indemnify and save harmless the Vendor and any and all governmental authorities from all damages or costs associated with same and the Purchaser agrees, at the request of the Vendor, to execute such additional assurances in this regard as may be required by the Vendor and to have same registered on title by the Vendor if required by Vendor at the Vendor's option.
- b. Where any portion of any fence is within twelve (12) centimetres of the Property line, such fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by the Vendor, in its discretion, acting reasonably.

TARION WARRANTY AND MODIFICATION OF PLANS

11. a. The Vendor agrees to erect the Dwelling upon the Property generally in accordance with plans and specifications already examined by the Purchaser and as attached to this Agreement (the "Plans"). Provided however that the Purchaser acknowledges and agrees that decor, finishes, furniture, improvements, mirrors, wall coverings, floor coverings, and window coverings of the model home are for display purposes only, are not included in the Vendor's standard finishes and are not included in the Purchase Price. The Purchaser acknowledges that the net area of the Dwelling purchased hereunder, as represented or referred to by the Vendor or any sales agent, is approximate only, and is measured in accordance with the applicable Tarion Bulletin 22 standard for homes of this classification. Note: actual useable floor space may vary from the stated floor area. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the dwelling purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment based upon square footage, net floor area or otherwise. In addition the Purchaser acknowledges and agrees that the ceilings may be dropped below standard heights and walls may be modified or bulk heads or mechanical spaces installed to accommodate mechanical systems thereby affecting the useable space in the Dwelling.
- b. The parties confirm and acknowledge that Tarion requires the Vendor to provide the Purchaser with a New Homeowner Information Package (the "Package" or the "HIP") at or before the pre-delivery inspection (the "PDI") of the Dwelling before the Closing Date and the Purchaser agrees to sign a Confirmation of Receipt for the same on receipt of the Package. The HIP or information on same is also available by contacting Tarion or obtaining same from their website at www.Tarion.com. The Purchaser shall have the right to designate a representative to undertake the PDI on his/her behalf without detracting from the Purchaser's right to conduct or be present when the PDI is being undertaken. The Purchaser and/or his or her designate, shall meet the Vendor's representative at the time designated by the Vendor prior to the Closing Date, to undertake the PDI of the Residential Dwelling and to list all items remaining uncompleted at the time of such inspection together with all mutually agreed deficiencies with respect to the Residential Dwelling, on the Tarion Certificate of Completion and Possession and/or such form as may be prescribed by Tarion (the "PDI Form"). The said Tarion certificate and/or PDI Form shall be executed by both the Purchaser and the Vendor's representative forthwith after such inspection.
- c. The Purchaser further acknowledges and agrees that any warranties of workmanship or materials, in respect of any aspect of the construction of the Dwelling, whether implied by this Agreement or imposed by law or in equity, or by any statute or otherwise, shall be restricted to only those warranties deemed to be given by the Vendor pursuant to the ONHWPA, and shall extend only for the time period (and in respect of those items) stipulated or covered by ONHWPA. **The Purchaser is advised to read the terms of the warranty as set out in the HIP carefully so that he/she understands what is included and/or excluded from such warranty.** Without limiting the generality of the foregoing, the Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage caused to improvements of, and chattels stored in, the Dwelling, and acknowledges and agrees that the Vendor shall not be liable or responsible for the repair or rectification of any damages to any exterior areas resulting from ordinary settlement, including the settlement of patio stones or sodded areas, nor for any damage to interior household improvements, chattels or decor caused by material shrinkage, twisting or warpage, nor for any secondary or consequential damages whatsoever resulting from any defects in materials, design or workmanship related to the Dwelling, and that the Vendor's only obligation shall be to rectify any defects pursuant to the terms of this Agreement and Tarion's warranty. The Purchaser acknowledges that any Third Party Work (as hereinafter defined) whether or not carried out by trades or subcontractors employed by the Vendor shall be deemed to be work contracted directly by the Purchaser with the Vendor acting as agent for the Purchaser and as such, the Third Party Work shall not be covered by the Tarion warranty. The Purchaser covenants and agrees not to enter into any agreement or arrangement with any trade or subcontractor employed by or under contract with the Vendor and/or any of its contractors, subcontractors and/or agents in respect of any work on the Dwelling. The Purchaser covenants and agrees not to undertake any renovation of finishing work in respect of the basement of the Dwelling for a period of 30 months after closing and in the event that the Purchaser does undertake such work, then the Vendor shall be relieved of any and all responsibility to restore such work or finishes in the event that the Vendor has to remove same in order to complete any warranty work and the Purchaser shall indemnify and save the Vendor harmless from and against any and all costs incurred by the Vendor in removing such finishes in order for the Vendor or its agents to be able to complete such warranty work.
- d. The Vendor shall complete the exterior landscaping or exterior building elements of the Property and Dwelling as soon as reasonably practicable, but the failure of the Vendor to complete the exterior landscaping or building elements, on or before the Closing Date, or the failure of the Developer to complete any element of the Subdivision, shall in no event entitle the Purchaser to refuse to take possession of the Dwelling and/or to close the within transaction on the Closing Date, or to fail to remit to the Vendor the entire amount of the Purchase Price and any other monies required to be paid by the Purchaser hereunder, or to maintain any holdback of any part of the Purchase Price or any other monies due to the Vendor, provided that the Vendor has complied with the occupancy requirements of the Addendum. The Vendor hereby

undertakes to complete the Dwelling and all unfinished work or improvements thereto in accordance with this Agreement, unless same affects the occupiability of the Dwelling and in such event the terms and provisions of the Addendum shall prevail. The Vendor shall provide the Purchaser, on or before closing, with such evidence that the Dwelling may be legally occupied in accordance with the terms and provisions of the Addendum. The Purchaser agrees in such event to close the transaction, notwithstanding that there remains, without limitation, grading, landscaping or other exterior work or interior work to be completed, without any hold back of any part of the Purchase Price, on the Vendor's undertaking given to complete the Dwelling and all improvements to the Property. The Purchaser shall not hold the Vendor or the Municipality and/or any other governmental authorities and/or any of their respective agents liable for any damages, charges or inconvenience arising from, or in connection with the completion (or non-completion) of any item, including but not limited to boulevard sodding, sidewalks, driveway approach, paving, fencing, final lot grading and/or lot sodding.

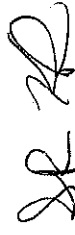
e. The Purchaser acknowledges and agrees that the Vendor may, from time to time, as required by any governmental authority having jurisdiction or any other rights with respect to the Property, change, vary or modify the plans and specifications pertaining to the Dwelling and Property, (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including reversing the layouts of the Dwelling or changing the elevation/facade of the Dwelling. The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its agent(s) for any such changes, variances or modifications. The Vendor shall advise the Purchaser of the changes as soon as reasonably possible about the amendments and alterations. The Purchaser also acknowledges and agrees that architectural and/or engineering control of exterior elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling or Property designed to enhance the aesthetics of the area in which the Property is situate (the "**Requirements**"), may be imposed by the Municipality or any other Governmental Authority and the Purchaser agrees to take occupancy and title to the Property subject to the Requirements. In the event the Vendor by any Governmental Authority to construct, alter, amend or change, pursuant to such Requirements, the exterior elevation for the Property and/or Dwelling other than as shown on the schedules to this Agreement or specified herein or is required to alter or modify the driveway, building façade or elevation, internal road or other hardscape installation, construction or location, boulevard tree planting or landscaping plan for the Dwelling or Property (all of which is hereinafter referred to as the "**Amended Plans**"), the Purchaser hereby irrevocably authorizes the Vendor to complete and construct the Dwelling and Property in accordance with the Amended Plans and the Amended Plans shall be the approved plans for the purposes of the Purchaser's obligation to complete this Agreement. The Vendor shall have the right to construct the Dwelling on a reverse mirror image plan, including reversal of the interior floor layout and other minor modifications and the Purchaser agrees to accept such reversal and/or modification absolutely without any right of abatement of, or set-off against, the Purchase Price, in full satisfaction of the Vendor's obligations herein. Further, in the event the Vendor determines that it needs to alter the grade of the Dwelling for any reason, than as depicted in the Plans, and as a result of such change in the elevation, the Vendor needs to install a step or series of steps to any entrance to the Dwelling or garage and this affects the interior dimensions of the Dwelling or garage, then the Purchaser agrees to accept such change in grade and the change in the usable interior space in the garage and/or Dwelling caused by the installation of steps and shall complete this transaction without any abatement in the Purchase Price. The Vendor shall have the right to alter, modify and/or substitute other materials for that provided for in the Plans, provided that such material is of substantially equal or better quality than the material in the Plans, as determined by the Vendor acting reasonably.

f. The Purchaser acknowledges and agrees that the filing of the consulting engineers' certificate(s) with the Municipality, shall, subject to the provisions of this schedule and/or the Addendum to the contrary, constitute complete and absolute acceptance by the Purchaser of all construction matters, and the quality and sufficiency thereof including, without limitation, all mechanical, structural and architectural matters.

h. Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that in the event that construction of the Dwelling is not completed on or before the Closing Date or any extension thereof as hereinbefore contemplated, for any reason except for the Vendor's wilful neglect, or in the event the Purchaser cannot take possession of the Dwelling on Closing by reason of any fire damage or other hazards or damages whatsoever occasioned thereto, then subject to the terms of the Addendum to the contrary, Vendor shall not be responsible or liable for reimbursing the Purchaser for any costs, expenses, or damages suffered or incurred by the Purchaser as a result of such delay or damage, and specifically shall not be responsible for any costs and expenses incurred by the Purchaser in obtaining alternate accommodation pending the completion of construction of the Dwelling or the rectification of the damage, nor for any costs incurred in having to store or move the Purchaser's furniture or other belongings pending such completion or rectification work.

i. The Vendor shall have the right to enter upon the Dwelling for a period of eight (8) years after the completion of the transaction set out in this Agreement, as required by the Vendor in its complete discretion, in order to complete and/or rectify outstanding items identified in the PDI Form or any other list prescribed by Tarion and the Vendor agrees to complete and/or rectify same within a reasonable time after Closing (or some other date as prescribed by Tarion), having regard to the availability of equipment, materials and labour. The failure or refusal by the Purchaser to provide access to the Property and/or the Dwelling situate thereon by the Vendor or its workmen, servants, agents or contractors following reasonable notice by the Vendor, shall relieve the Vendor of any obligation to complete or rectify any items of work that may be outstanding and otherwise required to be completed by the Vendor pursuant to the provisions of this Agreement.

j. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling unless and until the Purchaser and/or his/her designated representative has completed the pre-delivery inspection and executed the said PDI Form. In the event that the Purchaser and/or his/her designated representative has omitted or refused to execute the said PDI Form prior to the Closing Date, and the Vendor has duly attended at the Dwelling for the purposes of completing the said PDI Form and to inspect the Dwelling, the Vendor shall have the unilateral right and option of either completing this transaction and refusing to allow possession of the Dwelling by the Purchaser until such PDI Form has been duly executed, or of terminating this Agreement, whereupon all Deposits and monies paid or payable in respect of Extras, together with all interest accrued thereon at the prescribed rate, shall be retained by the Vendor as its liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the



Vendor at law or in equity.

k. It is expressly understood and agreed that the Dwelling will be separately metered for utilities, including electricity, gas and water services, and accordingly the consumption of electricity, gas and water services (as well as cable television, internet and telephone charges), shall be borne and paid for by the Purchaser from and after Closing Date.

l. The Purchaser undertakes and covenants that he will not, at any time either before or after the Closing Date, without the prior written authority of the Vendor (which may be arbitrarily withheld) interfere with or alter the drainage, obstruct the natural flow of water or obstruct the drainage as approved by the Municipality, erect fences, porches, decks, patios, planting, paving, pools or obstructions of any kind, remove top soil or subsoil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Property or surrounding lands in any way and if he does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove or relocate such obstructions at the Purchaser's expense and be paid, forthwith upon demand, the cost thereof (and until paid, the Vendor may maintain and register a Vendor's lien for such costs). The Purchaser shall adhere to the overall drainage patterns of the Subdivision/development, including such easements as may exist or may be required for the purpose of water drainage upon the Property to and from adjoining lands, and the Purchaser agrees to grant such easements as may be required from time to time by the Vendor for drainage, utility services or sewers of any nature. The foregoing covenant may, at the option of the Vendor, be included in any transfer of title to the Purchaser and shall run with the land.

m. The Purchaser covenants and agrees to pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom he is in law responsible to any services installed within the Property, which services shall, without limitation, include survey stakes, landscaping, trees, planting, curbs, curb cuts, streets, roads, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities.

n. It is understood and agreed that the Purchaser is not entitled to perform any work on the Property prior to closing without the Vendor's written consent and in the event that such consent is obtained, the Purchaser must obtain at its expense, and without restriction, any applicable building permits for the subject work at the Purchaser's sole cost and expense. It is further understood and agreed that such work shall not be warranted by Tarion or the Vendor or any other party related to the Vendor and that the Vendor shall not be responsible for any delay, costs and/or penalties arising as a result of the delay by the Purchaser in completing such permitted work on or before the scheduled closing date.

FINISH SELECTION AND EXTRAS

12. a. The Purchaser covenants and agrees to notify the Vendor, in writing within 7 days of the Vendor's request, as to any colours and finishes or other items to be chosen by the Purchaser from the Vendor's samples, and if the Purchaser fails to so notify the Vendor of his colour and finish selection or other selection within such time, the Vendor shall not be held liable for any delays in having the Dwelling substantially completed sufficient to permit occupancy thereof by the closing date, and the Purchaser shall complete the transaction on such date, notwithstanding that the Dwelling may not be substantially completed by such date. The Purchaser acknowledges and agrees that as a result of the Tarion Delayed Closing rules and regulations as set out in the Addendum, that any delay caused by the Purchaser in the selection of the finishes and colours can result in a delay in a construction and delivery of the Dwelling and as a result, a breach of the Purchaser's covenants in this section shall be considered a material breach of contract entitling the Vendor to all of its remedies in contract, law and equity, including without limitation, the right to terminate this Agreement and retain all monies paid thereto by the Purchaser as liquidated damages and not as penalty. Notwithstanding and in addition to the foregoing, in the event the Purchaser fails to make such selections as aforesaid, the Vendor shall be entitled to make such selections on behalf of the Purchaser and the Purchaser shall be obliged to complete this transaction without any holdback or abatement whatsoever.

b. Subject to the Vendor's approval, if the Purchaser chooses to order third party upgrades or extras other than those specified and provided by the Vendor or if the Vendor agrees to allow the Purchaser or its agents to complete certain work within the Dwelling (collectively referred to as "**Third Party Work**"), then, if any delays in the completion of such Third Party Work affects the availability of legal occupancy of the Dwelling, then the Vendor shall not be held liable for any delays in having the Dwelling substantially completed sufficient to permit occupancy thereof by the closing date, and the terms of the Addendum shall apply. If the delay in the delivery and/or installation of the Third Party Work does not prevent the legal occupiability of the Dwelling and the provision of the evidence confirming same as set out in the Addendum, then the Purchaser shall complete the transaction notwithstanding, without any holdbacks in respect of the Purchase Price. In the event that the Purchaser ordered and paid for extras comprising or requiring Third Party Work through the Vendor and such extras are not available on closing, but the lack of installation of same does not prevent the closing of such transaction, then the Vendor shall have the option of either i) providing its undertaking on closing to install such Third Party Work extras in the Dwelling within a reasonable time of receipt of same after closing; or ii) refunding the cost of the Third Party Work extras upon closing by way of providing the Purchaser with a credit in the statement of adjustments. In such latter event, such credit shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to such extras.

c. The Purchaser acknowledges that finishing materials illustrating the Dwelling to be constructed on the Property, including, without limitation, those contained in any model home or sales office display may be for display purposes only and may not reflect the actual type, quality or grade of materials and finishes included in the Dwelling being constructed on the Property. The Purchaser acknowledges and agrees that insofar as the wood finishes, marble, stone, carpeting, tiles, kitchen cabinetry or other manufactured finishing materials installed within the Dwelling are concerned: (i) the colour, texture and/or shading of such wood finishes, carpet, tiles, kitchen cabinetry or other manufactured finishing materials may vary slightly from that of those selected by the Purchaser from the Vendor's samples, due to minor variations or shading in dye-lots produced or manufactured by the suppliers; and (ii) the colour, finish and/or grain of wood and stone products may vary slightly from that of the wood or stone selected by the Purchaser from the Vendor's samples, inasmuch as wood and stone are natural materials which inherently cannot be precisely replicated or matched with other pieces or samples, thereby accounting for variations of colour and/or grain even within the same lot or section of wood or stone. The Purchaser shall accordingly be estopped from claiming any entitlement to an abatement in the Purchase Price, or any replacement (in whole or in part) of the carpet, tiles, kitchen cabinetry, manufactured finishing materials or wood or stone products so installed or any other relief as a result of the variations hereinbefore described or contemplated. The Purchaser acknowledges and agrees that all light coloured materials, especially flooring, may be subject to fading or yellowing after use or exposure to sunlight and such fading or yellowing will not be covered by any warranty. The Purchaser further acknowledges that light coloured and white carpeting may be subject to discolouring at walls and sub-floor joints due to the filtering process that occurs with forced air heating, generally caused by pollutants and candles and both exterior and interior air quality and is not covered by any warranty provided for herein.

d. The Purchaser covenants and agrees that he/she shall pay the Vendor in advance, (unless otherwise agreed in writing), for any extras and the applicable HST and other taxes thereon ordered by the Purchaser and agrees that such payment shall be non-refundable in the event that this transaction is not completed due to any default hereunder by the Purchaser, and the Vendor may deduct the cost of such extras, (as well as applicable HST and other taxes thereon) if not already paid for, from any deposit monies which may otherwise be refundable. In the event that for any reason the extras are not installed by the Vendor prior to closing, the Vendor shall be entitled to refund all or part of monies paid as appropriate and this 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.

NO ACCESS UNTIL CLOSING

13. The Purchaser hereby acknowledges and confirms that he shall not be allowed without the specific written consent of the Vendor, (which consent may be arbitrarily withheld by the Vendor) access to the Property, for any purpose whatsoever. Once such right of access is exercised by the Purchaser with consent as aforesaid, he agrees to comply with all regulations and requirements imposed by any governmental authorities or imposed by the Vendor which may prevent, restrict or regulate such access due to health, safety or other governmental requirements or policies. The Purchaser further acknowledges and agrees that any access to the Property shall be at the Purchaser's sole risk and the Purchaser hereby forever discharges and releases the Vendor, its successors and assigns, agents, employees and contractors from any and all damages, actions and claims whatsoever that the Purchaser may have as a result of personal injury or property damage occasioned by entering onto the Property, whether such entry was with or without the Vendor's express written consent. If permitted onto the Property, the Purchaser shall not enter the Property unless accompanied by a representative of the Vendor and the Purchaser shall be responsible to provide and wear all such protective headwear and footwear and any other equipment or clothing as required pursuant to the *Occupational Health and Safety Act* and/or any successor or other legislation and its regulations and the Purchaser agrees to indemnify and save the Vendor harmless from and against any and all losses, liabilities, charges, damages or fines that the Vendor or its agents incur as a result of the Purchaser's breach of the foregoing.

OCCUPANCY AND COMPLETION

14. The Purchaser agrees that the Dwelling may be occupied when the requirements of the Municipality have been complied with and the Vendor has complied with the terms of the Addendum, notwithstanding that there remains exterior or other work to be completed as hereinbefore and hereinafter set out, including but not limited to completion of Requirements pertaining to the Property or the Subdivision, requirements of any Development Agreement, the painting, paving of the driveway (if part of the Purchase Price), and/or any other grading, sodding and landscaping, all as hereinbefore provided.

TITLE

15. The Purchaser agrees to accept title to the Property subject to the following items and the Purchaser covenants and agrees to adhere to the terms and conditions as set out therein. The Purchaser agrees to satisfy himself as to compliance with any of the following items and the Vendor shall not be obligated on Closing or thereafter to obtain any compliances, releases or discharges with respect to any of the following items:

- a. any subdivision agreement, site plan agreement, servicing agreement, utility agreement, tree preservation agreement, development agreement, heritage agreement, front ending agreement, Section 37 Planning Act (Ontario) agreement, financial agreement or other agreement entered into with the Municipality and/or any other governmental authority or with any public or private utility commission, including any restrictions, covenants, obligations or liabilities contained therein (collectively the "**Subdivision Agreements**" or the "**Development Agreements**");
- b. any building or other restrictions and all covenants, licences, agreements, cost sharing agreements, easements, licences, Notices of Interest, Notices of Leases, Notices of Security Interests, including without limitation, restrictions implementing architectural control over the exterior finish, colour and materials of the Dwelling and/or limiting or prohibiting the installation of satellite dishes and installation or alteration of landscaping, fence or items on the Property, whether registered now or at any time prior to Closing and the Purchaser agrees, if required by the Vendor, to sign the transfer/deed of land containing such restrictions and covenants and to extract the same from any subsequent purchasers;

- c. a right in the nature of an easement or license for the Vendor and its respective successors and assigns and its servants and agents to enter upon the Property at any time following completion for periods of up to ten (10) years to permit the Vendor to carry out the obligations, if any, under the Development Agreements or as imposed by any governmental authority to effect any corrective measures with respect to the Development Agreements applicable to the Property and/or Subdivision and the transfer/deed of land may contain a clause to this effect;
- d. all easements or rights of way, licenses or leases, permanent or temporary, as exist or may subsequently be granted in favour of the Municipality, any Governmental Authority, the Subdivider, the Vendor, any owner of adjacent or neighbouring lands, or any public or private utility, for the provision of utility services or other services to the Property or other neighbouring lands, including without limitation, telephone, hydro, natural gas, television cable, internet, sewers, water, or other services or utilities; and, further, the Purchaser covenants and agrees to assume, accept and permit any such easements, rights of way, licenses or leases and if such easements, rights of way, licenses or leases have not been determined when the Purchaser receives his conveyance, such conveyance may contain a covenant by the Purchaser for himself, and his heirs, executors, estate trustees, successors and assigns, to grant any additional easements, rights of way, licenses or leases as may be required by the Vendor, any governmental authority or utility and the Purchaser further covenants and agrees to execute all documents without charge which may be required to convey or confirm any such easements, right of ways, licenses or leases, etc., and shall exact a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser from him;
- e. such easements as may be required for access/egress, construction, servicing, utilities, sewers, maintenance or encroachment purposes and the encroachments permitted thereby, all as determined by the Vendor or Subdivider or as required by any Governmental Authority;
- f. such easements or rights of way over the Property as may be necessary to permit the Vendor or Subdivider to construct dwellings on any part of any lands owned by the Vendor and the Purchaser covenants and agrees that it shall not interfere or impede the Vendor's use and enjoyment of the aforesaid easements;
- g. a right of re-entry or licence in favour of the Vendor to enter upon the Property at any time or times for the purposes of inspecting, maintaining and/or repairing any municipal works, services and/or facilities, for a period of three years after closing;
- h. an easement in perpetuity in favour of any public utilities commission or authority and/or private company (the "**Commission**" or "**Commissions**") over, under, upon, across and through the Property for the purposes of facilitating the installation, operation, maintenance and/or repair of a Commission's electrical plant, water services and/or hydro electric services (and all necessary appurtenances thereto) in order to facilitate the supply of hydro-electric service to the Property, Subdivision or any other neighbouring lands (the "**Hydro/Water Easement**");
- i. an easement in perpetuity in favour of any natural gas service provider (the "**Gas Company**") over, under, upon, across and through the Property for the purposes of facilitating the installation, operation, maintenance and/or repair of the Gas Company's gas lines (and all necessary appurtenances thereto) in order to facilitate the supply of gas service to the Property, Subdivision and/or neighbouring lands and if so requested by the Gas Company, title shall also be subject to an agreement with the Gas Company (the "**Gas Agreement**");
- j. easements in perpetuity in favour of, and/or agreements, with any cable television/satellite television/internet/telephone service providers (the "**Telecoms**") over, under, upon, across and through the Property or the purposes of facilitating the installation, operation, maintenance and/or repair of the Telecoms' cable television/internet/satellite television/telephone lines and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, satellite television, internet, telephone service services to the Property, Subdivision and/or neighbouring lands, with the Purchaser being separately billed or invoiced directly by the Telecoms for all services so consumed). The Purchaser also acknowledges that the wires, cables and fittings comprising the Telecoms are (or shall be) owned by the Telecoms;
- k. all rights accruing to Her Majesty the Queen, any Governmental Authority and/or any third party pursuant to and/or under the patents issued in respect of the Property by the Crown;
- l. restrictions registered pursuant to the Land Titles Act, R.S.O. 1990, as amended.
- m. In addition the Purchaser agrees to accept title subject to any reserves, including one foot reserves, that may restrict access to the Property and/or Subdivision
16. a. The title to the Property to be good and free from all encumbrances, save and except as hereinbefore and hereinafter provided for in this Agreement. The title is to be examined by the Purchaser at his own expense and without the Purchaser calling for the production of any deeds or abstracts of title, surveys, proof of evidence of title or to have furnished any copies thereof, other than those in the Vendor's possession. The Purchaser is to be allowed until 15 days prior to the Closing Date hereof to examine the title at his own expense and if within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the portion of the Deposit and Extras paid to the Vendor shall be returned without interest (unless interest is required pursuant to the Addendum) and the Vendor shall not be liable for any damages or costs whatsoever, including, without limiting the generality of the foregoing, loss of bargain, loss of profit, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs, unless such compensation is required pursuant to the Addendum and/or ONHWPA. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. The Vendor shall be allowed to answer requisitions by way of a title advice statement.

b. The Purchaser acknowledges that the Property is or will be encumbered by blanket mortgages and/or encumbrances which the Purchaser is not to assume and that the Vendor will not be obligated to obtain and register a discharge of such

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mortgages and/or encumbrances insofar as they affect the Property within 120 days after Closing and the Purchaser agrees that he/she shall close the transaction and shall accept on Closing the undertaking of the Vendor to discharge such charges if accompanied by:

- i) a written statement of the Chargee of the amount required to discharge the charge or a statement from such party that a discharge will be available without the payment of any monies;
- ii) a direction from the Vendor permitting payment of the discharge amount to the Vendor's or as he may re-direct; and
- iii) an undertaking from the Vendor's solicitor to pay remit such discharge amounts as referred to above from the balance due on closing to the Chargee and to register a discharge of the Property when received from the Chargee. Notification of the registration of such discharge may be given by posting same on a document delivery website used in connection with this transaction.

c. The Purchaser shall, both before and after closing, also grant and execute any and all temporary or permanent easement(s) for the installation and/or maintenance of private and/or municipal, utility or other services to the Property, or to adjacent or neighbouring properties, in favour of any governmental authorities, private and/or public utilities and/or services and/or adjacent or neighbouring land owners (including without limitation, any easement(s) for maintenance purposes for all lots within the plan of subdivision where less than 1.2 meter (4 foot) side yards are being provided), as well as easements for roof overhangs and eavestroughs and easements, forthwith upon the Vendor's request. The Purchaser shall procure any Planning Act consents and postponements from any holders of any mortgage or encumbrance registered on the Property by which such mortgage or encumbrance is postponed to any such easements, and the Purchaser shall be responsible for all costs and expenses in granting, procuring or registering such easements or postponements (including without limitation the cost of obtaining Planning Act consents). The Purchaser acknowledges and agrees that due to the proximity of the Dwelling to adjacent Dwellings, minor encroachments may exist with respect to eaves and/or exterior walls of certain Dwellings and the Purchaser specifically acknowledges and agrees to accept title to the Property subject to any such encroachments.

d. Other than is required pursuant to the Addendum, the Vendor shall not be obliged to provide any title deeds, abstract, occupancy permits or certificates, surveys, grading certificates, or any other evidence of title or occupiability of the Dwelling, and the Purchaser shall satisfy himself that the Dwelling may be occupied in accordance with municipal requirements. The Purchaser agrees to accept a transfer of title to the Property directly from the registered owner thereof, and to accept such owner's title covenants in lieu of the Vendor's title covenants, in the event that the Vendor is not the registered owner of the Property on closing, provided that the Vendor shall be obliged to provide such further and other covenants and undertakings as the Purchaser may be entitled to pursuant to this agreement.

PLANNING ACT

17. This Agreement shall be effective to create an interest in the Property only if there is compliance with the subdivision control features of the *Planning Act, R.S.O. 1990* and any amendments thereto, on or before the Closing Date.

MANNER OF PURCHASER'S TITLE

18. The Purchaser agrees to advise the Vendor or its solicitors within fifteen (15) days of acceptance of this Agreement of the manner in which title is to be taken by the Purchaser, failing which the Vendor shall be entitled to endorse title to the Purchaser as set out in accordance with this Agreement.

INCLUSIONS IN AND ADJUSTMENTS TO THE PURCHASE PRICE

19. a. The Purchase Price shall include all levies, utility connection charges, costs of electric and gas meters, costs of driveway paving (if the driveway is to be paved as provided for in this agreement), the cost of a foundation survey to be provided to the Purchaser, costs of perimeter fencing and any retaining walls or planting within the Property required by any Governmental Authority, as well as all chattels as specifically identified as being included in the Purchase Price in the schedule of finishes attached to and forming part of this agreement. The Purchaser shall not be charged with any Law Society levy incurred by the Vendor, not any partial discharge fees in respect of the discharge of any blanket mortgage encumbering the Property.

b. Realty taxes and local improvement charges attributable to the Property shall be apportioned and adjusted on the Closing Date, with the Closing Date to be apportioned and the responsibility of the Purchaser. Realty taxes may be adjusted, at the Vendor's discretion, either for the land component only, or as if the Property had been fully completed, separately assessed (including any supplementary assessment with respect thereto), and fully paid by the Vendor for the entire year in which the Closing occurs, notwithstanding that same may not have been assessed, levied and/or paid (in whole or in part) by the Closing Date, on the express understanding that if, in fact, any assessed realty taxes attributable to the Property have not been paid in accordance with the manner that same have been adjusted for in the statement of adjustments, then the Vendor shall provide the Purchaser on Closing with its written undertaking to pay same, in accordance with the statement of adjustments, forthwith upon receipt of the supplemental tax invoice for the Residential Dwelling by the Vendor after Closing, and the Purchaser shall accept said undertaking and complete the transaction in accordance therewith. The aforementioned realty tax adjustment shall be subject to re-adjustment as and when the actual final assessment for the Property is available.

c. The Purchaser shall reimburse the Vendor on the Closing Date for the cost of the Taron enrolment fee (or any portion thereof if permitted by the Act and/or its regulations), including applicable taxes, for the Dwelling.

d. **REIMBURSABLE SECURITY DEPOSIT** - In addition, on closing each purchaser shall pay the Vendor the a security deposit for the grading of the Property. The security deposit shall be \$500.00 for townhouses, \$750.00 for detached dwellings on lots with 30 to 41 foot frontages and \$1,000.00 for detached dwellings on lots with a frontage of greater than 41 feet. The grading deposit shall be returned to the Purchaser 60 days after the Municipality has accepted the Subdivision and has released all security being held by it in respect of such Subdivision.

e. All proper readjustments shall be made after Closing, if necessary, forthwith upon request. Any limits on the costs of

adjustments or reimbursement shall be deemed to be exclusive of applicable taxes and the Vendor shall be entitled to add the cost of applicable taxes to such adjustments, including any HST that may be added to the Levies or other adjustments, if required by the Canada Revenue Agency. The Vendor shall provide a statutory declaration of the costs for which it is requesting re-adjustment after closing, and such adjustments as owed to the Vendor shall be a charge on the Property, and the Vendor shall be entitled to a vendor's lien in respect of same and shall be entitled to enforce such payment in the same manner as a mortgage in default.

- f. In the event that the Vendor and/or the Subdivider received 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 and/or Subdivider shall be entitled to retain such any 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 such any rebate, credit, recovery, adjustment, discount or similar benefit.

HOT WATER TANK / CATV/ TELEPHONE

20. The Purchaser acknowledges that the Property and Dwelling is serviced by a rental hot water tank (the "HWT") and same is not included in the Purchase Price. The HWT is rental equipment and the Purchaser shall assume the rental of the HWT on Closing and shall pay all appropriate rental charges associated therewith, plus all applicable taxes, and that same will not form part of the purchase and/or the Purchase Price but will remain chattel property of the HWT equipment provider and the Purchaser agrees to execute a rental contract for the HWT, if necessary. The Purchaser also agrees to be bound by any arrangements made with local CATV/ internet/telephone suppliers.

COSTS OF REGISTRATION AND TAXES

21. The transfer/deed of land shall be prepared at the Vendor's expense and may contain any or all of the provisions set forth in this Agreement and shall be executed by the Purchaser, if required by the Vendor, and the Purchaser shall execute and deliver on Closing a covenant, undertaking or agreement incorporating all or any of the terms contained herein or as may be required by the Vendor. The Purchaser undertakes and agrees to register the transfer/ deed at his expense at the time of Closing and agrees to pay the land transfer tax in connection with the registration of the transfer on Closing.

RISK UNTIL CLOSING

22. All buildings and equipment comprising the Dwelling and the Property shall be and remain at the risk of the Vendor until Closing. Subject to the terms of the Addendum to the contrary, in the event of damage to the Dwelling prior to Closing, the Vendor may either repair the damage, finish the Dwelling and complete the sale or may terminate this Agreement and have the Deposits and Extras paid by the Purchaser to the Vendor returned to the Purchaser (together with any interest required by law) and the Vendor shall thereupon be released from its obligations hereunder.

DISHONOURD CHEQUES

23. An administration fee of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS together with HST shall be charged to the Purchaser for any cheque delivered to the Vendor and not accepted by the Vendor's bank for any reason.

EXECUTION OF DOCUMENTS

24. a. The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead, in order to execute the PDI Form, Tarion deposit receipt and new housing application form for the HST Rebate (if applicable) or any other documents comprising prescribed security for deposits , together with any other ancillary documents required to be executed in order to procure any available rebate(s) of the HST applicable in connection with this transaction, as well as any deposit insurance policy (and related documents) if any. Each of the individuals comprising the Purchaser, if more than one (hereinafter referred to as the "Donor") hereby constitutes and appoints the other (hereinafter referred to as the "Donee") to be and act as the Donor's lawful agent and attorney, in order to receive such notices provided in the Addendum, and/or for the purposes of receiving notices required or desired to be delivered by the Vendor in accordance with this Agreement, acknowledging receipt of warning clause notices or of the inclusion of same within this Agreement, covenanting to indemnities required by the governmental authorities. Provided that this shall not apply in the event that any Purchaser is released from this Agreement prior to closing or termination. In accordance with the provisions of The Powers of Attorney Act R.S.O. 1990 as amended and/or The Substitute Decisions Act S.O. 1992 as amended, the Purchaser hereby confirms and agrees that the powers of attorney set out herein may be exercised by the attorney so appointed during any subsequent legal incapacity of the Purchaser, and may and shall only be revoked upon the death of the party giving such power of attorney or as aforesaid.

- b. If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles office where the Property is registered, 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. Where a third party has been appointed as the attorney for the Purchaser, then any notices required or desired to be delivered to the Purchaser in accordance with the terms and provisions of 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 his attorney).

c. Where the Purchaser herein is a corporation, or where the Purchaser is buying in trust for a corporation to be incorporated, the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust for a corporation to be incorporated, as the case may be, shall be deemed and construed to constitute the personal guarantee of such person or persons so signing with respect to the obligations of the Purchaser herein. The Vendor's consent allowing a corporate purchaser to purchase a Dwelling shall not derogate from such Purchaser's obligation to reimburse the Vendor for an amount equivalent to the Rebate (as defined herein) in the event that such corporate purchaser does not qualify for the Rebate.

EXECUTION BY A SPOUSE

25. If the Purchaser is a married person, his or her spouse shall co-sign this Agreement to ensure the performance of the covenants hereunder including, inter alia, the payment of the Purchase Price, together with any other documents that may be required by the Vendor as ancillary thereto, including without limitation, the execution of a counterpart of this Agreement (adding the said spouse as a party to this Agreement) and the Purchaser agrees to deliver such documentation as and when requested by the Vendor.

TENDER AND EXCHANGE OF DOCUMENTS

26. a. The parties acknowledge that on the Closing Date this transaction shall be completed electronically and accordingly there will be no exchange of documents at the Land Registry Office between the parties or their respective solicitors. Any tender of documents or monies hereunder, including those required to be exchanged on the Closing Date, shall be made respectively upon the Vendor or the Purchaser, or upon their respective solicitors, as hereinafter set out and any money shall be tendered by negotiable cheque certified by a chartered bank or trust company. The Vendor shall be allowed to tender and deliver documentation to the Purchaser by posting the documentation required to be delivered to the Purchaser on the Closing Date on an internet web site on the world wide web, and providing notice to the Purchaser and/or his/her solicitor of the method of accessing such documents on such internet site and the internet address of such web site, or by electronic mail or telefacsimile and the Vendor shall be entitled to charge the Purchaser the costs of any upload costs for the use of such web site or delivery costs. The Vendor shall not be obliged to provide originals of such documents. In the event the Vendor's documents are posted on such site, said documents may be executed electronically in accordance with the Electronic Commerce Act (Ontario) and the posting of such documentation, electronically signed where required, and the notification to the Purchaser's solicitor or the Purchaser of where on the world wide web such documents can be accessed, shall be deemed to effective tender of such documents on the Purchaser and/or their solicitor, as hereinbefore set out. Notwithstanding anything set out herein to the contrary, any tender upon the Vendor on the Closing Date must be made at the offices of its solicitor during normal business hours, which shall be deemed to be 9:00 a.m. to 5:00 p.m. on any business day (excluding weekends and statutory holidays).

b. The Purchaser shall deliver on the Closing Date, such declarations, undertakings, indemnities, forms, documents, certificates and other documents as required herein, as well as all monies and funds as may be required herein (by way of cash or certified cheque, bank draft etc., as provided for in this Agreement), including inter alia, the "Requisite Deliveries" as defined in the Document Registration Agreement governing closing, to the Vendor or Vendor's solicitor (as determined by the Vendor) by no later than 3:00 p.m. on the Closing Date. In the event that the Purchaser or his solicitor has not delivered the Requisite Deliveries and/or monies as hereinbefore set out at such location and by the later of such time as stipulated in this Agreement, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor, and the Purchaser shall be estopped and forever barred from claiming any defect in the title to the Property, or any deficiency in the construction thereof, or that the Vendor was unable or unwilling to provide occupancy of the Dwelling and/or complete this transaction in accordance with the provisions of this Agreement.

ELECTRONIC REGISTRATION

27. a. The parties hereto agree that if the electronic registration system (the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office, then, at the option of the Vendor's solicitor, the following provisions shall prevail, namely:

i) the Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society, to represent the Purchaser in connection with the completion of this transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (the "**Document Registration Agreement**"), establishing the procedures and timing for completing this transaction and to be delivered by the Vendor's solicitor to the Purchaser's lawyers no later than 7 days before the Closing Date.

ii) the delivery and exchange of documents, monies and keys to the Dwelling (and with "exchange" being the delivery of documents, monies and keys by each of the parties hereto as provided for in this Agreement), and the release thereof to the Vendor and the Purchaser, as the case may be:

a) shall not occur at the same time as the registration of the transfer/deed (and other registrable documentation);

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

c) the Purchaser shall be obliged to deliver all documents and funds as may be required to close the transaction to the office of the Vendor's solicitor on or before closing in accordance with the tender provisions of this Agreement;

d) the Vendor may deliver all documents required for closing, save and except for the electronic deed, to the Purchaser's solicitor, with the Vendor's documents executed electronically in accordance with the Electronic Commerce Act 2002 (Ontario).

iii) if the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provision contemplated under the Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled Closing Date as may be directed by the Vendor's solicitor, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitors office.

iv) the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive a completed electronic



transfer/deed to the Dwelling for release and registration until the balance of the funds due on closing (as well as all other documents as may be required by the Vendor), in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transferred to the Vendor's solicitor (or in such other manner as the latter may direct) at its offices, prior to the release of the transfer/deed for registration.

v) documents to be registered on title to the Dwelling may be delivered by the Vendor to the Purchaser or its solicitor party hereto by telefax or email (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The Purchaser and/or its solicitor shall be obliged to provide the Vendor with a copy of the registered transfer forthwith after closing.

vi) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of this Agreement (including delivery of such documents via the internet); and has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the co-operation or participation of the Purchaser's solicitor without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds [and without any requirement to have an independent witness evidencing the foregoing]. If TERS is not used for the completion of this transaction then that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has delivered all closing documents and deliveries to the Purchaser's solicitor in accordance with the provisions of this Agreement without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and deliveries [and without any requirement to have an independent witness evidencing the foregoing]. The parties acknowledge and agree that keys are not included in the deliveries and are to be released at the office or on-site office of the Vendor once the transaction contemplated herein is completed and therefore will not be available with the exchange of documents, deliveries and funds.

RELEASE OF KEYS

28. The Purchaser acknowledges that the keys to the Property are available for release to the Purchaser at the site or other office and that this constitutes a valid tender of keys on the Purchaser.

FORCE MAJEURE

29. Whenever (and to the extent that) the Vendor or Subdivider are prevented, hindered or delayed in the fulfilment of any obligation hereunder, or in the doing of any work by reason of an "act of force majeure", then, save and except to the extent as provided for or restricted in the Addendum to the contrary, such party's liability to perform such obligation shall be postponed, and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as (and to the extent that) such prevention, hindering or delay continues to exist. This right is intended to provide for those instances or situations not provided for in the Addendum, if any. The term "force majeure" shall have the same meaning as "Unavoidable Delay" as defined in the Addendum.

BINDING OFFER

30. The parties re-affirm that this Agreement when accepted shall constitute a binding Purchase Agreement between the Purchaser and the Vendor. It is agreed and understood that there is no representation, warranty, collateral term or condition affecting this Agreement or the Property, or for which the Vendor (or any sales representative representing the Vendor) can be held responsible or liable in any way, whether contained, portrayed, illustrated or represented by, or in, any plan, drawing, brochure, display, model or any other sales/marketing material(s), or alleged against any sales representative representing the Vendor, other than as expressed herein in writing. Without limiting the generality of the foregoing, it is understood and agreed by the parties hereto that the Purchaser shall not make or pursue any claim or proceeding against the Vendor, nor hold the Vendor responsible or liable, whether based or founded in contract law or in tort law, for innocent misrepresentation, negligent misrepresentation or otherwise, in respect of, or arising from, any statement, representation, warranty, collateral term or condition alleged to have been made by any sales representative or by any other person alleged to represent the Vendor on behalf of or purporting to be binding upon the Vendor, save and except for those representations of the Vendor herein set forth in writing. The Purchaser further confirms that in entering into this Agreement, he has not relied on any representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported thereby, other than those specifically set out in this Agreement or in any of the schedules hereto, and specifically absolves the Vendor and/or any other party that may seek indemnification or contribution from the Vendor, of any obligation or liability to perform or comply with any promise or comply with any promise or representation that may have been made by any sales representative/agent or alleged against them, unless the same has been reduced to writing and is contained in this Agreement or in the schedules hereto.

NON-REGISTRATION, ASSIGNMENT AND POSTPONEMENT AND SUBORDINATION

31. a. The Purchaser hereby acknowledges the full priority of any construction financing or other mortgages arranged by the Vendor and secured by the Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgements or postponements required to give full effect thereto. Without limiting the generality of the foregoing, the Purchaser agrees that this Agreement shall be subordinated to and postponed to the mortgage(s) assumed and/or arranged by the Vendor (and presently registered or to be registered on title to the Property) and any advances made thereunder from time to time, and to any easements, Development Agreements or any other agreements referred to herein to which title may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as required by the Vendor. Any breach by the Purchaser of this section shall be considered a material breach.

b. The Purchaser further covenants and agrees that he will in no way, directly or indirectly, assign, convey, list for sale, sell or transfer his rights under this Agreement prior to the Closing Date to any other person without the consent of the Vendor in writing, which consent may be withheld in the Vendor's sole discretion, and that he will at no time register or attempt to register this Agreement on title to the Property by way of caution, deposit, assignment or in any way whatsoever,

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or registers a certificate of pending litigation and it is expressly agreed by all parties hereto that any such registration or attempt by the Purchaser or anyone acting for or through him shall, at the option of the Vendor, terminate this Agreement and make it absolutely null and void and any monies paid under this Agreement shall immediately become due to the Vendor. In the event that this Agreement, a caution, certificate of pending litigation or any other instrument whatsoever is registered against or dealing with the title in contravention of this provision, then the Purchaser hereby appoints the Vendor his true and lawful attorney for the purposes of removing the contract, caution, certificate of pending litigation or any other instrument from title, including the giving of any discharge, the lifting of any caution, the granting of any order or the assignment of any rights pursuant to this Agreement. The Purchaser shall bear all costs incurred by the Vendor in the exercise of its function pursuant to this Agreement. Further, the Purchaser hereby covenants and agrees that at any time prior to Closing any default by him in the performance of any of his covenants or obligations contained herein shall entitle the Vendor, at its sole option, to terminate this Agreement and, upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end and the Purchaser shall not have any further rights hereunder. The Vendor shall have the right to assign this Agreement, provided that any such assignee shall be bound by all of the covenants made by the Vendor herein, and upon such assignment, the Vendor shall thereupon be released from all obligations hereunder, unless provided for in the Addendum to the contrary.

- c. The Purchaser further covenants and agrees that until the Vendor receives the entire Purchase Price, that:
- i) he will not sell, mortgage, pledge, lien or in any way encumber the Property either directly or indirectly;
 - ii) if an execution is filed against him/her and/or the Property he/she will forthwith have the execution removed;
 - iii) if an execution is registered against person(s) with a similar name(s), he/she shall execute all documents required by the Vendor in its discretion, to evidence that he is not the same person(s) named in such execution(s), sufficient to enable the Vendor to obtain a clear execution certificate from the local Land Titles Office.

DEFAULT AND REMEDIES

32. In the event that the Purchaser defaults on any of his obligations contained in this Agreement, makes any assignment to creditors, files for bankruptcy or any consumer proposal or becomes insolvent on or before Closing, including without limitation, breaching or failing in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser or if there is any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Property, and such Purchaser fails to remedy such default forthwith upon request, then the Vendor, in addition to any other rights or remedies this Agreement provides, may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, the right to make colour and finish selections with respect to the Dwelling as hereinbefore provided or contemplated), and/or unilaterally declare the Purchaser in default and/or this Agreement to be terminated and of no further force or effect, whereupon, save and except as provided in the Addendum to the contrary, all Deposits and Extras theretofore paid, together with all interest accrued thereon at the prescribed rate, if any, shall be retained by the Vendor as its liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. The Purchaser shall be obliged to execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser, in accordance with the terms of this Agreement, does not have (nor could be deemed or construed to have) any interest whatsoever in the Property and/or this Agreement, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of *The Powers of Attorney Act R.S.O. 1990*, as amended and/or *The Substitute Decisions Act, 1992*, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.

33. The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, he shall not assert any of such rights, nor have any claim or cause of action (as a result of any matter or thing arising under or in connection with this Agreement) against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be found to be a nominee or agent of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any of such rights, claims or causes of action. In the event the Vendor's solicitor is holding any of the Deposits and/or Extras in trust pursuant to this Agreement, then in the event of a default by the Purchaser, the Vendor's solicitor shall be entitled to pay and release to the Vendor the said Deposits and/or Extras together with any interest accrued thereon, provided the Vendor has delivered to its solicitors a statement of an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the deposit and accrued interest, if any. Thereupon the Purchaser hereby releases the said solicitors from any obligation to hold the Deposits and/or Extras, if any, in trust, and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies and accrued interest, if any, to the Vendor.

LIMITATION

34. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure. The rights, remedies and recourses of the Purchaser in connection with this Agreement are limited to the Vendor, notwithstanding that the Vendor may be, or be deemed to be by law, acting as an agent or otherwise on behalf of some other person, firm, corporation or other entity and the Purchaser hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourse against such other person, firm, corporation, or other entity at law or otherwise. The Vendor shall have the right to assign or transfer this Agreement in its sole discretion. The Purchaser shall be obliged to take title from any third party or the Subdivider holding title to the Property.

NOTICES AND IRREVOCABLE DATES

35. a. Any notice or document required or desired to be given to the Purchaser in accordance with the terms of the Addendum shall be delivered in accordance with the terms of such Addendum. For all other notices ("**Non-Addendum Notices**"), if any, notice shall be deemed to have been sufficiently given if same is in writing (electronically or on paper), and either personally delivered to the Purchaser or to his solicitor (at the address of the Purchaser or the Purchaser's solicitor as in this Agreement, or as subsequently confirmed by the Purchaser or the Purchaser's solicitor after the acceptance of this offer), or mailed by prepaid ordinary post or by registered mail, or sent by facsimile transmission, document or notice shall be deemed to have been given on the date of personal delivery, or on the date of telefacsimile transmission or electronic mailing (provided a confirmation of transmission receipt is produced at the time of telefacsimile transmission and/or a delivery receipt in respect of the electronic mailing is produced confirming the date and time of such electronic mailing), or on the date of registered mailing, or on the second (2nd) day (excluding Sundays and statutory holidays) after the date of ordinary mailing, as the case may be. In addition, any closing document required or desired to be given to the Purchaser by the Vendor on the Closing Date shall be deemed to have been sufficiently given if same is posted on a web site and the Purchaser has been notified of such posting by notice confirming same delivered by personal delivery, telefax, electronic mail, registered and/or ordinary mail in accordance with the terms set out above. Any Non-Addendum Notices sent to the Purchaser and/or his or her solicitor at the address, telefacsimile number and/or e-mail address provided by the Purchaser and/or his or her solicitor shall be deemed to have been delivered to all of the Purchasers even if he/she/they do not reside at such municipal address or share or have access to such e-mail address, and the Purchaser specifically appoints that Purchaser residing at such address or controlling such e-mail address as his/her/their agent for receiving notices under this Agreement.
- b. Any Non-Addendum Notices or document desired or required to be given to the Vendor shall be deemed to have been sufficiently given if same is in writing and personally delivered or telefaxed to an officer of the Vendor at the address noted below (or at such other address as the Vendor may designate from time to time, upon notice being given to the Purchaser or the Purchaser's solicitor as hereinbefore provided), with a copy of same to be personally delivered or telefaxed to the Vendor's solicitor, and any such document or notice shall be deemed to have been given on the date of such personal delivery, or on the next day (excluding Saturdays, Sundays and statutory holidays) following the date of facsimile transmission (provided a confirmation of transmission receipt is produced at the time of facsimile transmission). Notwithstanding the foregoing, this provision shall not apply to the exchange of electronic documents created in TERS between the respective solicitors for the Vendor and Purchaser, and such exchange of electronic documents shall take place utilizing TERS and the electronic transmission format required herein, and documents messaged or access permitted through the TERS system shall be deemed to have been delivered on the date and time same were messaged and/or released as such date is shown on the TERS system. Any documents messaged after 5:00 p.m. (Toronto time) shall be deemed to be delivered and received on the next day that TERS system is available for the registration.
- c. This offer by the Purchaser, constituted by his/her/their execution of this Agreement, shall be irrevocable by the Purchaser until the 5th day (excluding Saturday, Sunday or any statutory holiday) following the date of his execution of this Agreement as set forth below, after which time, this offer may be withdrawn, and if so, same shall be null and void and the Deposit shall be returned to the Purchaser without interest or deduction.
- d. If the Purchaser moves from the address set out on the Addendum and/or changes any of the relevant contact information provided on the Addendum and fails to notify the Vendor of the change or new contact information, then delivery of such notices shall be deemed to be effective if made to the address, fax number or email address as set out on the Addendum even if the Purchaser does not receive notice of same.
- CONSTRUCTION LIENS**
36. The Purchaser acknowledges and agrees that the monies paid to the Vendor as Deposits or Extras, shall not be recognized and treated for the purposes of The Construction Lien Act R.S.O. 1990, as amended, as monies held in trust pursuant to the provisions of the Act, and the Purchaser shall accordingly be deemed and construed to be a "home buyer" within the meaning of The Construction Lien Act R.S.O. 1990, as amended (and shall not constitute an "owner" as defined in Section 1(1) thereof), and as such, the Purchaser shall not be entitled to demand that any holdback of the Purchase Price be maintained for construction liens on the Closing Date.
- TIME OF THE ESSENCE**
37. Time shall be of the essence of this Agreement in all respects, and any waiver, extension, abridgement or other modification of any time provisions shall not be effective unless made in writing and signed by the parties hereto or by their respective solicitors who are hereby expressly authorized in that regard.

NON-MERGER, VENDOR'S LIEN

38. The Purchaser's covenants and agreements hereinbefore and hereinafter contained shall not merge on the closing of this transaction, but shall remain in full force and effect according to their terms and shall be binding upon the Purchaser and its heirs, executors, administrators, successors and assigns, notwithstanding the conveyance of title to the Property to the Purchaser and the payment of the Purchase Price and other monies therefor. The Purchaser agrees to give to the Vendor any further written assurances as to the non-merger of its covenants, on, before and after closing, if so requested by the Vendor. The Purchaser acknowledges and agrees that the Vendor may reserve a Vendor's lien, in accordance with the Vendor's usual form, to secure any unpaid portion of the Purchase Price and/or any other monies owing to the Vendor by the Purchaser in connection with this transaction (including all remedial rectification costs incurred by the Vendor) and may register a caution or a notice of such Vendor's lien against the Property. The Vendor will however, upon request, deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's lien or a withdrawal of caution but only after all monies owing to the Vendor by the Purchaser have been duly paid to the Vendor by the Purchaser, including without limitation, the repayment of any adjustments resulting from this transaction.

CONSUMER REPORTS

39. **The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to at any time in connection with this transaction and the Purchaser hereby consents to such report being obtained by the Vendor.**

MISCELLANEOUS

40. The meanings of the words and phrases used in this Agreement and in any schedules annexed hereto shall have the meanings ascribed to them in the Act, unless this Agreement or the context otherwise requires a different meaning for same. This Agreement shall be read with all changes in gender and number required by the context. Any headings used throughout this Agreement are for ease of reference only, and shall not be deemed or construed to form a part of this Agreement.

41. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

42. The Purchaser shall also grant and execute any easement(s) for the installation, operation and/or maintenance of municipal, utility or other services to the Property, or to adjacent or neighbouring properties forthwith upon the Vendor's request, and both before and after closing. The Purchaser consents to the inclusion in the title deed of specific development restrictions which restrictions shall be in accordance with any Development Agreements registered on title to the Property.

PRIVACY MATTERS

43. The Purchaser hereby acknowledges that this transaction requires the supply of personal information, and therefore, in order to comply with any and all applicable federal and/or provincial privacy legislation (including without limitation, *The Personal Information Protection and Electronic Documents Act S.C. 2000, as amended*), the Purchaser hereby consents to the Vendor's collection, dissemination, and use of the Purchaser's personal information, including without limitation, the Purchaser's name, home and business address, personal and business e-mail address, telefax/telephone number, age, date of birth and marital status, residency status, social insurance number (for the purposes described below), the Purchaser's financial information, suite design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes and future marketing purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide such personal information to anyone other than:

- a. any companies or legal entities that are associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- b. one or more third party sales, marketing, advertising and/or data processing companies which handle or process sales and/or marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new projects and/or related services to the Purchaser and/or members of the Purchaser's family;
- c. any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated take-out lender(s), Tarrion and/or any warranty bond provider and/or excess deposit insurer, required in connection with the development and/or construction financing and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- d. any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- e. any contractors, subcontractors, trades, subcontractors, suppliers and/or sub-suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor), to facilitate the completion and finishing of the home constructed upon the Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- f. one or more providers of cable television, telephone, telecommunication, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or any other companies involved with the provision of metering or submetering services for utilities supplied to the Property and/or any equipment supplier supplying equipment to the home constructed upon the Property;
- g. any relevant governmental authorities or agencies, including without limitation, the Land Titles Office, the Ministry of Finance for the Province of Ontario (ie with respect to Land Transfer Tax), and Canada Revenue Agency (ie with respect to

the HST);

- h. Canada Revenue Agency, with respect to any information required to be provided to them in connection with the residency or non-residency status of the Purchaser and/or as may be required in respect of any goods or services taxes issue;
- i. the Vendor's solicitors, for the purposes of completing this transaction and reporting same to the Vendor and/or any requisite Governmental Authority (including the Municipality for the purposes of amending property tax records);

FINANCIAL TERMS


44. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. Provided that same does not contravene or is provided for in the Addendum, the Purchaser agrees to deliver to the Vendor or the Vendor's designated lender, within 5 days of the acceptance of this Agreement by the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the closing of the sale transaction, 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. The Purchaser further agrees to execute all mortgage application forms required by the Vendor, together with all documents required to comply with the provisions of *The Family Law Act R.S.O. 1990, as amended*, within five days of written request for same. The Purchaser agrees to complete and execute the mortgage application form to be provided by the Vendor truthfully and to the best of his ability, and the Purchaser acknowledges that the information, evidence and documents required to be provided by him pursuant to this subparagraph may be required to be furnished to the Vendor from time to time prior to Closing. The Purchaser hereby specifically authorizes and directs any mortgagee or financial institution giving the Purchaser purchase financing for the Property, to provide to the Vendor a copy of all mortgage commitments in respect of same and all revisions thereto, together with all other associated documentation. In the event that the Purchaser fails to submit the information, evidence and/or documents for approval within the time periods as hereinbefore set forth, or if the information, evidence and/or documentation submitted pursuant to the provisions of this Agreement or any amendment thereto is, in whole or in part, false or misleading, or if the Purchaser fails to disclose any relevant facts pertaining to his financial circumstances or abilities, then the Purchaser shall be deemed to be in default under this Agreement, and the default provisions of this Agreement shall apply.


DEVELOPMENT MATTERS AND REZONING OF ADJACENT LANDS


45. The Purchaser acknowledges that the Vendor or the Vendors' assigns or related or affiliated corporation(s), or the Subdivider, may apply to rezone or subdivide or amend the Official Plan regulating lands within, or adjacent to or in the neighboring vicinity of the lands contained within the plan of subdivision encompassing the Property and/or any lands within the County or Region in which the Property is situate, and the Purchaser hereby covenants and agrees that it shall not oppose any such rezoning or subdivision application(s), site plan approval applications, or any other applications ancillary thereto, including without limitation, any application(s) made for a minor variance before the relevant Committee of Adjustment or any other governmental body or authority having jurisdiction so as to enable the Vendor or its nominee to sever lands, grant easements, change the set back requirements of such lands, the present use of such lands or any part thereof, or to vary the density coverage, Dwelling unit count size of lots or yield thereof, or for any other lawful purpose, and the Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto. The Purchaser further covenants and agrees to extract a covenant similar to the foregoing from its immediate successors in title to the Property, and shall specifically include such a restrictive covenant in any subsequent conveyance, transfer or other disposition of the Property, and shall assign the benefit of such covenant to the Vendor or the Vendor's nominee forthwith upon the Vendor's request.

EXECUTION IN COUNTER-PART AND BY TELEFACSIMILE

46. This Agreement may be executed and counter-signed by telefacsimile and a telefacsimile of a signature of the Vendor and/or the Purchaser may be relied upon to the same extent as if it were an original. The Vendor and the Purchaser covenant and agree, upon the request of the other, to provide an originally executed copy of this Agreement to the requesting party.


Witness:


Witness:


Purchaser: KYLE RIDER


Purchaser: SARAH RIDER

THAMES DEVELOPMENTS (2011), LTD.

SCHEDULE "F"

Warning Clauses / Purchaser Acknowledgment

Lot 58 - Phase Wood 2 (the "Land")

Thames Developments (2011) Ltd. (the "Subdivider" or "Vendor") hereby advises the Purchaser that the City of Woodstock (the "City") and/or other Governmental Authorities have required that the Subdivider advise all Purchasers/tenants as hereinafter set out. "Phase 1" refers to lots and blocks contained within the proposed Subdivision (as such term is defined in this Agreement).

Purchasers/tenants are advised that:

1. **Warning:** Canadian National Railway or its assigns or successors in interest (collectively, the "Railway") have a right-of-way in close proximity to the Subdivision and certain dwellings may be impacted by the operation of the Railway as follows:
 - (a) For Lots 1 to 45 the following applies:

This dwelling has been constructed within 300 m of a Canadian Pacific Railway principal main line operating right-of-way, and as such alterations including possible expansion of the Railway's operations may affect the living environment of the residents notwithstanding the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units, and the Railway will not be responsible for complaints or claims arising from the use of its facilities or operations.
 - (b) For Lots 1 to 12, 19 and 27 to 45 the following applies:

Due to the proximity to the Canadian Pacific Railway principal main line, projected noise levels on this property exceed the Noise Level Objectives approved by the Ministry of the Environment and may cause concern to some individuals. Moreover, the dwelling must be/have been fitted with a force-air ducted heating system suitably sized and designed to permit future installation of a central air conditioning system by the occupants.
 - (c) For Lots 13 to 15, 18 and 20 to 26 the following applies:

Due to the proximity to the Canadian Pacific Railway principal main line, projected noise levels on this property exceed the Noise Level Objectives approved by the Ministry of the Environment (the "M.O.E.") and may cause concern to some individuals. Moreover, the dwelling must be/have been fitted with a forced-air ducted heating system suitably sized and designed to permit the future installation of a central air conditioning system by the occupants.

Moreover, this dwelling has been developed such that building components have been designed to reduce indoor noise to acceptable levels as per M.O.E. guidelines.
 - (d) For Lots 16 and 17 the following applies:

Due to the proximity to the Canadian Pacific Railway principal main line, projected noise levels on this property exceed the Noise Level Objectives approved by the Ministry of the Environment and may cause concern to some individuals. Moreover, the dwelling must be/have been fitted with a central air conditioning system.

Moreover, this dwelling has been developed such that building components have been designed to reduce indoor noise to acceptable levels as per M.O.E. guidelines.
 - (e) For Lots 145, 146 and 188 to 204 the following applies:

Due to the proximity to Country Road 17, projected noise levels on this property exceed the Noise Level Objectives approved by the Ministry of the Environment and may cause concern to some individuals. Moreover, the dwelling must be/have been fitted with a forced-air ducted heating system suitably sized and designed to permit the future installation of a central air conditioning system by the occupants.

Moreover, this dwelling has been developed such that a noise barrier protecting the rear-yard amenity area of 56m² has been included.
 - (f) For Lots 187 and 205 the following applies:

Due to the proximity to Country Road 17, projected noise levels on this property exceed the Noise Level Objectives approved by the Ministry of the Environment and may cause concern to some individuals. Moreover, the dwelling must be/have been fitted with a forced-air ducted heating system suitably sized and designed to permit the future installation of a central air conditioning system by the occupants.
2. Parkland may not be developed for a substantial period of time after residential dwellings have been completed as the timing of the development of the park is dependent upon the financial ability of the City to fund same provided it has received sufficient contributions for park development purposes through the Development Charges Act and the Planning Act.
3. The "Assumption of the Subdivision" by the City may not occur until at least 5 years after occupancy of all of the residential dwellings in the Subdivision. Purchasers/tenants should refer to the Subdivision Agreement entered into between the Subdivider and the City that must be complied with prior to assumption by the City. This Agreement is not available as of the date of the drafting of this Schedule.
4. Purchasers/tenants are advised that it may be necessary for the Subdivider, in order to comply with the grading requirements of the City, to enter upon the Property in order to complete or alter the grading of the Lot, Block or Part of Block and that the conveyance to the Purchaser (and/or the agreement of purchase and sale with the Purchaser) of the Lot, Block or Part of Block reserves a license to the Vendor under such agreement and/or the Subdivider to enter upon the Property in order to complete or alter any of the grades on the Lot as may be required by the City in order to provide proper drainage to any of the Lots, Blocks lots on the Subdivision.

THOMES DEVELOPMENTS (2011), LTD.
SCHEDULE "F"

Warning Clauses / Purchaser Acknowledgment

Lot 58 - Phase Wood 2 (the "Land")

5. The proposed lot grading may require the use of retaining walls and/or sloping. Where retaining walls are constructed on the Lots, Blocks or Parts of Blocks, such retaining walls shall be the responsibility of the Purchaser to maintain and repair.
6. All Lots and Blocks
The Subdivision is being developed in close proximity to agricultural activities, which activities may continue indefinitely, may expand, change or intensify. As a result, Purchaser/tenants are advised that their use and enjoyment of the Dwelling may periodically be affected by the odors and/or noise arising from such agricultural activities.
7. Purchasers/tenants are advised that there is a temporary odor control facility associated with an underground sanitary sewer as part of the County Wastewater Servicing Project for the community of Innerskip on or adjacent to Oxford Road No. 17, which facility may cause concern to some individuals.
8. Mail delivery by Canada Post to the Subdivision will be to Centralized Mail Boxes. The number and location of such mail boxes has not yet been determined by Canada Post. During development of the Subdivision there shall be temporary Central Mail Boxes, the locations of which have not yet been determined by Canada Post. Information on the location of the permanent location of the Central Mail Boxes shall be provided to Purchasers on or before closing, providing that Canada Post has made such determination and has advised the Subdivider.

9. Purchaser's Acknowledgement

The Purchaser acknowledges that the draft conditions and existing and/or future development agreements between the Vendor and the City and/or Government Authorities may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the use of the property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, installation of pools, care of landscaping on the property and the status of services and works in the subdivision. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. The Purchaser shall forthwith upon request, from time to time, execute an acknowledgment(s) or amendment(s) to this Agreement containing the required notices and warning clauses and same shall be deemed to form part of this agreement. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the property to the Purchaser unless the Purchaser executes such acknowledgments or amendments as aforesaid. In the event that the Purchaser fails to execute such acknowledgments or amendments forthwith upon being requested to do so, such failure or refusal shall be considered an Event of Default by the Purchaser and the Vendor shall be entitled to its remedies herein.

Dated Wednesday the 17th day of July 2013.



Purchaser - KYLE RIDER



Purchaser - SARAH RIDER

Thames Developments (2011) Ltd.

SCHEDULE "H"

Lot 58 Plan - Phase Wood 2

The Purchaser acknowledges and agrees that the engineering data and/or final approved grade in respect of the Property may not be finalized as of the date of the execution of this Agreement and accordingly, the Vendor may be required to construct the Dwelling with a "deck", "look-out deck" or "walk-out-basement with deck" if specified in this Agreement.

A "Deck Lot" condition exists when there are between 3 and 6 steps from grade. Where Deck Lot conditions are applicable, the following features are standard: additional brick, framing, insulation and a wood deck off the main floor approximately 6' x 8' with stairs to grade.

A "Look Out Deck Lot" condition exists when there are more than 6 steps from grade. Where Look Out Deck Lot conditions are applicable, the following features are standard: additional brick, framing, insulation, 24" x 30" rear basement windows, wood deck off the main floor approximately 6' x 8' with stairs to grade.

Where "Walk Out" conditions are applicable, the following features are standard: additional brick, framing, insulation, mirroring of sliding patio door and windows below main floor patio door and windows, wood deck off the main floor approximately 6' x 8'. No stairs to grade.

If the Vendor is required to construct the Dwelling with a "deck", "look-out deck lot" or "walk-out-basement with deck" and the same is not specified in this Agreement, then the Vendor shall have the right to increase the Purchase Price on Closing by \$2,500 for a "Deck"; \$4,500 for a "look out deck" and \$10,000 for a "walk out basement".

In the event that this Agreement provides for a deck, look-out basement or walk-out basement and the Vendor is not able to provide this condition, then the Vendor shall be entitled to require the Purchaser to complete this transaction upon the Vendor providing the Purchaser with a credit on closing equal to the amount paid by the Purchaser for the condition provided for in the Agreement.

Dated Wednesday the 17th day of July 2013.


Purchaser - KYLE RIDER


Purchaser - SARAH RIDER


Vendor - Thames Developments (2011) Ltd.


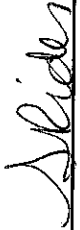

SCHEDULE "I"
Closing Cost Summary

Lot 58 - Phase Wood 2

This Schedule provide details of the Closing Costs contained in Schedule "E" of this agreement. In case of discrepancy, Closing Costs shall not exceed the amounts specified below:

1) Grading Deposit	\$500 - Townhomes \$750 - 30' and 36' Lots \$1,000 - 50' and 50' Lots
2) Tarion Warranty Fee	Per Tarion Schedule
3) Water Meter	Included in Purchase Price
4) Hydro Meter	Included in Purchase Price
5) Driveway Paving	Included in Purchase Price
6) Deed Fee	Included in Purchase Price
7) Law Society Fee	Included in Purchase Price
8) Architectural Control Fee	Included in Purchase Price
9) Telephone	Included in Purchase Price
10) Survey	Included in Purchase Price

Items 2 to 9 will incur HST over and above when these charges are levied.

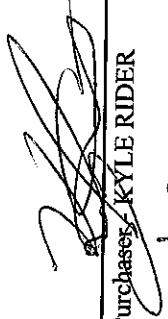

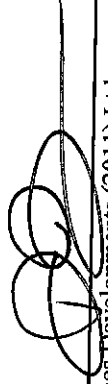
	_____ Purchaser: KYLE RIDER
	_____ Purchaser: SARAH RIDER
	_____ Vendor - Thames Developments (2011) Ltd.

Thames Developments (2011) Ltd.

SCHEDULE "J"
Confirmation of Mortgage Approval

Lot 58 - Phase Wood 2

1. The Purchaser further covenants and agrees to deliver to the Vendor, not later than 27-July-2013, or at such earlier time as the Vendor may in writing require, confirmation of the Purchasers ability to close the transaction in the event that mortgage financing is not required and the Purchaser is closing the transaction on an all cash basis, such evidence to be in a form satisfactory to the Vendor at the Vendor's sole and unfettered discretion.
2. The Purchaser further covenants and agrees to deliver to the Vendor, not later than 27-July-2013, or at such earlier time as the Vendor may in writing require a copy of a mortgage commitment issued by the first Mortgagee (in the event that the Purchaser is arranging and obtaining his own first mortgage financing) satisfactory to the Vendor in the Vendor's sole and unfettered discretion confirming that the first Mortgagee has approved the Purchaser for mortgage financing sufficient to satisfy the Vendor that the Purchaser will be able to complete the purchase and sale transaction contemplated hereunder pursuant to the terms and provisions of the Agreement.

	_____
Purchaser - KYLE RIDER	
	_____
Purchaser - SARAH RIDER	
	_____
Vendor - Thames Developments (2011) Ltd.	

Thames Developments (2011) Ltd.

SCHEDULE "M" HARMONIZED SALES TAXES (Purchase Price includes HST)

Lot 58 - Phase Wood 2

Notwithstanding anything contained to the contrary in the agreement of purchase and sale to which this Schedule is attached (the "Agreement"), the Vendor and Purchaser agree to the following:

1. This Schedule deals with the payment of federal goods and services tax and the Province of Ontario's portion of any harmonized single sales tax (which combined harmonized single sales tax is called the "HST") and the rebate of HST (that is both the federal and provincial rebates) for new houses (the "HST Rebate"), under the *Excise Tax Act* (Canada) as amended and the regulations thereunder (the "ETA").
2. The Vendor agrees that following Closing, it will pay and remit the HST net of the HST Rebate included in the Purchase Price and paid to it, in accordance with the provisions of the ETA, subject to the Purchaser assigning the HST Rebate, as hereinafter set out. The Purchaser hereby assigns to the Vendor all of his right, title and interest in and to any entitlement of the Purchaser to the HST Rebate in respect of the Real Property.
3. The Purchaser agrees to comply with the ETA and with all other laws, regulations, rules and requirements relating to HST and HST Rebate and to do such acts and to complete and deliver to the Vendor before, on, or after Closing, as the Vendor may require, such documents, certificates, declarations, instruments and applications to enable the Vendor to obtain payment of the full amount of HST Rebate and in such form and content as the Vendor may require, including, without limitation, a prescribed new housing rebate application containing prescribed information executed by the Purchaser and power of attorney and assignment.
4. The Purchaser agrees to provide the Vendor with all information required by the Vendor in connection with the registered and beneficial ownership of the Real Property and in connection with the occupancy of the Real Property or information with respect to any other person in connection therewith. Such information shall be by way of sworn statutory declaration in form and content required by the Vendor and to be delivered to the Vendor on or before Closing.
5. In the event that the Purchaser is not eligible for the HST Rebate or any part thereof, (whether determined before, on or after the Closing and notwithstanding that the price of the Real Property would qualify for a rebate) pursuant to the provisions of the ETA, then the Purchaser shall forthwith upon demand pay the HST Rebate to the Vendor and the Purchaser shall not be entitled to any credit for or respect to the HST Rebate. The Purchaser hereby agrees that the amount of the HST Rebate to be paid by the Purchaser to the Vendor in accordance herewith shall be a charge against the Real Property in favour of the Vendor, and secured by a lien (including a vendor's lien), charge or caution as the Vendor deems appropriate on and against the Real Property.
6. The Purchaser represents and warrants that the Purchaser qualifies for the HST Rebate and confirms and agrees that the Vendor is relying upon such representation and warranty to the Vendor's detriment. The Purchaser covenants and agrees that such representation and warranty shall be true and correct at Closing and shall not merge on Closing but shall continue thereafter. If the foregoing representation and warranty is not true and correct in all respects, then (in addition to the foregoing provisions of this Schedule) the Purchaser hereby indemnifies and save harmless the Vendor from and against all costs, expenses, actions, suits, causes of action, proceedings, damages and liabilities, which the Vendor may sustain or incur, including without limiting the generality of the foregoing, any penalty, fine, interest, other charge, payment or expense whatsoever, which the Vendor may sustain suffer or incur.
7. Notwithstanding any other provision herein contained or contained in the Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to the Agreement or any extras, change orders or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement and the Purchaser covenants and agrees to pay such HST to the Vendor at such time as directed by the Vendor.
8. The Purchaser shall pay and be responsible to the complete exoneration of the Vendor for all taxes imposed on or exigible with respect to the Real Property or the purchase of the Real Property, by any federal, provincial or municipal government or by statute, regulation or by-law, including any increase in the federal component of the HST beyond 5% or any increase in the provincial component of the HST beyond 8% or any increase in any combined rate of 13%.
9. All terms, provisions and conditions contained in the Agreement, save and except for those which conflict with, or are inconsistent with the foregoing terms of this Schedule, shall remain the same, and shall continue to be binding upon each of the Vendor and the Purchaser and their respective heirs, estate trustees, successors and permitted assigns.
10. This Schedule supersedes any provisions in the main body of the Agreement dealing with federal goods and services tax. Where there is any reference in the Agreement to payment of a certain amount "plus GST", such reference shall now be "plus HST" and where there is any reference in the Agreement to "GST Rebate", such reference shall now be "HST Rebate".
11. Time shall continue to be of the essence of the Agreement.
12. This Schedule forms an integral part of the Agreement and shall be read and construed with all changes of gender and/or number as may be required by the context.

Dated Wednesday the 17th day of July 2013.


Purchaser - KYLE RIDER


Purchaser - SARAH RIDER


Vendor - Thames Developments (2011) Ltd.

Property Lot: **58** Phase: **Wood 2**
Municipal Address: (If Applicable) **Porter Drive**

Statement Of Critical Dates

Delayed Closing Warranty

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

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the Closing of your purchase.

VENDOR **Thames Developments (2011) Ltd.**

PURCHASER **KYLE RIDER and SARAH RIDER**

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 2nd day of July, 2014.

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 30th day of October, 2014.*

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 27th day of February, 2015.*

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 30th day of October, 2015.*

2. Notice Period for a Closing Delay

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

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

the 3rd day of April, 2014.

Notice of a second delay in Closing must be given no later than:

the 1st day of August, 2014.

(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 30th day of November, 2015.*

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 17th day of July, 2013.

VENDOR :



PURCHASER :



Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "**Purchase Agreement**") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the Ontario New Home Warranties Plan Act (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH 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	Thames Developments (2011) Ltd. Full Name(s)	250 Lesmill Road Address	North York City	Ontario Province	M3B 2T5 Postal
	Tarion Registration Number (416) 445-8552 Phone				
	(416) 445-7726 Fax		info@senatorhomes.com Email*		
PURCHASER	KYLE RIDER and SARAH RIDER Full Name(s)	67 MCGEE AVE Address	KITCHENER City	ONTARIO Province	N2B 2T1 Postal
	(519) 894-9687 Phone		kyle.rider@live.com Email*		
	Fax				
PROPERTY DESCRIPTION	Porter Drive Municipal Address		ONTARIO Province		Postal Code
	WOODSTOCK City				
	Lot: 58 Plan: Region: Town of Woodstock Short Legal Description				
	Number of Homes in the Freehold Project _____ (if applicable - see Schedule A)				
INFORMATION REGARDING THE PROPERTY					
The Vendor confirms that:					
(a) The Property is within a plan of subdivision or a proposed plan of subdivision. If yes, the plan of subdivision is registered. If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No				
(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: (i) water capacity, and (ii) sewage capacity to service the Property. If yes, the nature of the confirmation is as follows: Plan Approved If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No				
(c) A building permit has been issued with respect to the Property.	<input type="radio"/> Yes <input type="radio"/> No				
(d) Commencement of Construction: <input type="radio"/> has occurred; or <input type="radio"/> is expected to occur by the _____ day of _____, 20____.					
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.					
*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.					



PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First **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 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.
- (d) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the First Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the 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.
- (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 (i), (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 (i), (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.
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":



Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

(e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.

(f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.

(g) For conditions under paragraph 1(a) of Schedule A the following applies:

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

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

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

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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



Freehold Form (Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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





PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

"Critical Dates" means the First Tentative Closing Date, the Second Tentative Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser's Termination Period, the **"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.

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

(b) upon:

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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



Schedule "B"

Adjustments to Purchase Price or Balance Due on Closing.

PART 1 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.

FEE	AMOUNT OR DESCRIPTION (HST PAYABLE IN ADDITION TO ALL FEES SET OUT BELOW)	SCHEDULE REFERENCE, IF APPLICABLE	REFERENCE NUMBER, IF APPLICABLE
REIMBURSABLE GRADING SECURITY DEPOSIT	\$500 - Townhomes; \$750 - 30' to 36'; \$1,000 - 42' and 50' Lots	Schedule E	19a

PART 2 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, the dollar value of which will be determined after signing the Purchase Agreement, all in accordance with the term of the Purchase Agreement

TARION ENROLLMENT FEE	Purchaser to reimburse the Vendor for the cost of the TARION enrollment fee, per TARION schedule	Schedule E	PARA. 19c
DECK, LOOK OUT BASEMENT OR WALK OUT BASEMENT LOT CONDITION	\$2,500 FOR A DECK LOT; \$4,500 FOR A "LOOK OUT DECK" LOT; \$10,000 FOR A "WALK OUT BASEMENT"	SCHEDULE "H"	PARAGRAPH 5
MISSSED DÉCOR CENTRE APPOINTMENT FEE	No Charge with 24 Hours Notice. Otherwise, \$300 PER OCCURRENCE, at Vendor's Discretion		
NSF/DISHONURED CHEQUE FEE	\$150 PER OCCURRENCE	Schedule E	PARA. 23
MUNICIPALLY REQUIRED AIR CONDITIONER NOT INCLUDED IN PURCHASE PRICE AT OFFER	BY STATUTORY DECLARATION		
UTILITIES, INCLUDING FUEL, WATER RATES AND HYDRO	to be apportioned and allowed to the Closing Date.		
LAND REALTY TAXES ACTUAL OR ESTIMATED	to be apportioned and allowed to the Closing Date.	Schedule E	PARA. 19b
HOT WATER TANK, HEATER AND PROGRAMMABLE THERMOSTAT.	RENTAL UNIT TO BE ASSUMED BY PURCHASER	Schedule E	PARA. 20
LEGAL FEES FOR VENDOR TAKE BACK MORTGAGE(S), IF ANY, AS DETERMINED BY VENDOR IN ITS SOLE DISCRETION	n/a		
CANADA POST MAILBOX INSTALLATION AND ACTIVATION FEE	\$200 PER OCCURRENCE AS PER CANADA POST UPON IMPLEMENTAATION, AT THE VENDOR'S SOLE DISCRETION		
UNAUTHORIZED WORK REMEDIATION AND DELAY FEES			
INCREASE IN OR NEW DEVELOPMENT LEVIES	AS SWORN BY STATUTORY DECLARATION		
HST, REBATE AND HST, ON ALL ADJUSTMENTS	PURSUANT TO HST. LEGISLATION	SCHEDULE "E"; SCHEDULE "M"	SCHED E PARA 2-5; SCHED M ENTIRTY
LEGAL AND ADMINISTRATION FEES ARISING FROM EXTENSIONS, RE-INSTATEMENT, ASSIGNMENT OR ANY OTHER ALTERATIONS TO AGREEMENT REQUESTED BY THE PURCHASER	\$150.00 PER OCCURRENCE, AT THE VENDOR'S SOLE DISCRETION		
AMENDMENTS TO THE PURCHASE PRICE FOR UPGRADES, EXTRAS SELECTED BY THE PURCHASER AT DÉCOR	PRICED BY SELECTION		
ADJUSTMENT TO THE PURCHASE PRICE FOR ADMINISTRATION CHARGES FOR ANY MODIFICATIONS, EXTRAS, DELETIONS REQUESTED BY THE PURCHASER TO THE SPECIFICATION OF THE DWELLING UNIT AFTER FINAL PAPERWORK	\$150 PER OCCURRENCE, AT THE VENDOR'S SOLE DISCRETION		
RETAIL SALES TAX	BY AMOUNT, OR VENDOR'S REASONABLE ESTIMATE		
LEGAL FEES AND ADMINISTRATION FEE TO REMOVE ANY UNAUTHORIZED DOCUMENT FROM TITLE	BY OCCURRENCE, AT THE VENDOR'S SOLE DISCRETION		
IN THE EVENT THAT THE VENDOR AND/OR THE SUBDIVIDER RECEIVED 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 AND/OR SUBDIVIDER SHALL BE ENTITLED TO RETAIN SUCH ANY 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 SUCH ANY REBATE, CREDIT, RECOVERY, ADJUSTMENT, DISCOUNT OR SIMILAR BENEFIT.			