

AGREEMENT OF PURCHASE AND SALE
CONDOMINIUM

The undersigned Purchaser(s) hereby agrees to and with the undersigned Vendor to purchase the condominium unit (as described herein) and its appunenant common interest as specified in the Declaration (such described unit and its appurtenant common interest hereinafter collectively called the "Unit") subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") to be created upon the registration of the Declaration and description under the Condominium Act, 1998, S.O. 1998 c.19, as amended (the "Act") and situate within the five multi-unit building (the "Condominium") on the following terms and conditions:

Purchaser	ADRIEN ANDRE		SIN #	--	Date of Birth	1-Jan-00
Vendor	Wisman Estates Inc.		Tarion	48101	Project	TR2
Broker	Alvi Realty Services Inc.		Sales Team	Kerrie Charlton & Kara Sutton		
Property	Lot	0010 VETE	BLK	3	Bldg	A
	as shown on the sketch attached hereto as Schedule B / B-1 on a proposed					Legal Description
	Municipality of Peel, Ontario (the "Municipality"); together with one parking space to be designated by the Vendor in the manner provided for herein					UNIT 7 LVL 1 FL 1
Street	175 VETERANS DRIVE			City	BRAMPTON	
Model	AQUAMARINE Elev A/E		Sq. Ft.	869	Condition	INTERIOR
Purchase Price	SIX HUNDRED THREE THOUSAND NINE HUNDRED NINETY AND XX / 100 Dollars					\$603,990
1st Deposit	Due Date	04-Aug-20			Cdn Dollars	\$15,000
2nd Deposit	Due Date	02-Nov-20			Cdn Dollars	\$15,000
3rd Deposit	Due Date	31-Jan-21			Cdn Dollars	\$15,000

All Deposits are Payable to the Vendor's solicitors, Brattys LLP In Trust, as a deposit to be credited on account of the Purchase Price on Closing

Upon execution of this Agreement, the Purchaser shall provide post-dated cheques in the amounts and on the dates described above for ALL deposits stated herein and submit with the Agreement of Purchase and Sale. The final deposit (4th) payable on interim occupancy of the Unit by Purchaser's solicitor's certified cheque.

The balance of the purchase price by the Purchaser's solicitor's certified cheque (unless otherwise advised pursuant to the Section titled "Tender" in Schedule X hereto) subject to adjustments as provided in this Agreement on the Unit Transfer Date (as hereinafer defined).

THE FAILURE OF ANY CHEQUE TO CLEAR THE BANK FOR ANY REASON SHALL BE A MONETARY DEFAULT HEREUNDER.

The following Schedules attached hereto form part of this Agreement of Purchase and Sale

A A-1 B, B-1 E, W X Tarion Addendum Tarion Addendum Sched. A & B

CLOSING: A) The Purchaser shall be required to take Occupancy (as defined in the Tarion Addendum & Statement of Critical dates) of the Unit in accordance with and on the date established pursuant to the provisions of the Tarion Addendum attached hereto which date is referred to herein as the "Occupancy Date". B) The purchase and sale of the Unit shall be completed and a transfer of the unit delivered to the Purchaser in accodance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon wich the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

Tarion - First Tentative Occupancy Date: 12th day of April 2023.
Irrevocable Date 13th day of July 2020.

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

Signed and Dated 8th day of July 2020

Signed, Sealed And Delivered in the Presence of

iIn Witness whereof, we have hereto set my/our hand(s) and seal(s)

DocuSigned by:

Jenica MacInnis

9EEAF06A744A4AD...

Witness

Purchaser - ADRIEN ANDRE

Notices to Purchaser(s) are to be delivered by means of EMAIL and purchaser(s) agree to advise Vendor of any changes in contact information.

Purchaser Address 8555 Jane St, Vaughan, Ontario L4K 5N9 Email jmacinnis@buildersit.com
Telephone Cell: (647) 992-3751

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

SIGNED this _____ day of 2020. Wisman Estates Inc.

Per: A.S.O.

haser's Solicitor
(Purchaser to advise Vendor in writing of Solicitor
within thirty (30) days of signing this Agreement

Vendor's Solicitors: Bratty LLP
7501 Keele Street, Suite 2
Vaughan, On L4K 1Y2
Tel. (905) 760-2600 Fax. (905) 760-2900

SCHEDULE A - STANDARD FEATURES

Oral Representations Do Not Form Part of this Agreement

Community and landscape elements

- Fully landscaped exterior common areas and walkways.
- Private landscaped community parkettes
- Outdoor exterior parking including visitor parking, with two driveways for entry/exit points.
- One parking spot included and location pre-assigned to each unit.
- Driveways, parking area and all pathways are well lit.
- Centrally located Canada Post mailbox.
- Centrally located bike racks.
- Dedicated garbage disposal building.-

Building Features

- Contemporary brick exterior elevations with unique architectural features, such as, brick soldier coursing, raked mortar joints, coloured mortar, precast sills, frieze board, stucco accents and trim detailing, as per elevation.
- All Towndominiums Blocks have had their exterior colour packages pre-determined.
- Energy efficient low maintenance, aluminum fixed and operating casement windows. All windows are equipped with Low E glass, argon gas and warm edge spacers. All operating windows have screens.
- Contemporary styled steel insulated front entry door offering a sleek smooth finish with a privacy viewer, and satin finish lever door hardware, hinges and deadbolt.
- Exterior balconies feature aluminum handrails with tinted glass panels, as per plan.
- Low maintenance aluminum frame & glass privacy dividers between balconies / patio's as per plan.
- Exterior balcony doors feature a contemporary style door with double pane glass and quality satin chrome finish lever handle, hinges and deadbolt. 5'0" wide coloured aluminum framed energy efficient sliding door to Patio area, as per plan.
- Individual address plaques for each unit numbers will be installed near your front entry door.
- Pre-finished maintenance-free aluminum soffit, fascia, eaves trough, downspouts, and aluminum to ceilings of covered front entries.
- Well-lit covered front door entries.
- Poured concrete stairs to covered front entries, as per elevation.
- Individual metering of hydro, gas, and water.

Features

- 8' Ceiling heights, subject to bulkheads as required.
- Rough-in security at front entry door, doors and sliding patio doors and motion detectors locations determined by Rosehaven Homes.
- Pre-wired for television & telephone, rough ins only. Both cable & telephone are wired to great room and all bedrooms. (Number of rough ins determined by Rosehaven).
- ROGERS CABLE PACKAGE: Six months of Free Ignite T.V., Ignite internet and Ignite home phone. Free installation of all these services (See Rogers certificate for full details on services offered and any conditions/restrictions that may apply).
- "Satin-Nickel" finish metal wire shelving for all closets.
- Smooth ceilings throughout Main floor and single storey units and will be painted white.
- Stippled ceilings with 3" smooth border throughout 2nd floor ceilings to all two storey designs.
- Quality contemporary ceiling light fixtures provided in foyer, dining room or great room, kitchen, all bedrooms, halls, laundry, and utility room, as per plan. Great room to have a switched wall outlet.
- White "Décor" switches and outlets throughout finished areas.
- Barbeque gas line to balcony or patio, location determined by Rosehaven.
- Energy saving automatic set back thermostat centrally located.
- Self-sealing air-tight plastic electrical outlet boxes to all exterior walls & to the top floor ceiling light fixtures.
- Rental high efficiency combination hot water boiler and air handler system with heat recovery ventilator (HRV). The heat will be distributed through high-velocity mini ducts throughout the home reducing the number of extra bulkheads, at the same time if offers a gentle and even warmth throughout home, while being both quiet and economical. As well as a central air conditioning to each unit, installed to balcony or patio, final location is determined by Rosehaven and may vary from what is depicted on the brochure.
- Interconnected smoke detectors, one on each level/floor and one to each bedroom.
- One carbon monoxide detector per floor, hardwired, location determined by Rosehaven.
- Additional blocking at all exterior front and balcony door jambs.
- Additional screws at patio doors to help prevent lifting.
- Innovative flexible & durable thermoplastic plumbing supply lines throughout. Advantages include less copper in water, no knocking, less condensation.
- Individually metered 100-amp electrical service with breaker switches and copper wiring throughout.
- Structurally sound 2" x 6" exterior wall construction with R-24 insulation or to O.B.C.
- Double stud 2" x 4" walls between units with sound insulation to each side.
- Upgraded engineered floor joists system. Floor assemblies between units receive sound insulation between the floor joists to reduce noise.
- Tongue and groove sub-floor screwed and glued prior to installation of flooring finish (excludes patio level).
- Dymeric caulking to all windows and doors. All doors to have weather-stripping. All windows installed with vapor barrier.

Flooring

- Contemporary 12" x 24" imported ceramic floor tile installed in a stacked pattern (direction determined by Rosehaven Homes) to foyer, kitchen, all bathrooms, utility rooms and laundry rooms, as per plan.
- 5 ¾" wide durable vinyl plank flooring to the main hall, great room, and dining room, as per plan.

room and kitchen.

- Durable commercial grade carpet to the stairs leading from front entry door to main living level, applies to the same, Emerald and Sapphire design.
- Metal edge is installed where ceramic tile abuts laminate and carpet.

Interior Trim, doors & Paint

- Ultramodern interior passage doors feature a smooth painted finished complimented with sleek satin finished lever handles and hinges.
- Interior white sliding closet doors, with white metal frame, and trimmed archways continuing the contemporary look within the suite.
- Contemporary square edge 2 ¾” interior casing & 4 ¼” interior baseboards.
- All windows feature the clean lines of a drywall edge with a painted wood/MDF sill.
- Interior walls, doors & trim to be painted with an upgraded Chantilly Lace paint throughout including 3” smooth border on non-smooth ceilings. (Kitchen, bathrooms, powder room, laundry & utility rooms to be finished in eggshell for easy maintenance).

Kitchen features

- Contemporary designed, quality kitchen upper and base cabinetry and contemporary chrome finish pull handles
- Double Stainless steel “undermount” sink with single hole and lever faucet in Kitchen.
- Colour coordinate kick plates to compliment cabinets
- Polished Quartz counter tops with a contemporary mitered edge and a clean-cut finish where countertop meets the wall.
- Extended breakfast counters & islands, as per plan.
- Electrical outlets on island (as per plan) and at counter level, heavy-duty electrical outlet for stove & dedicated electrical outlet for refrigerator. (Electrical outlets at counter level within one meter of the kitchen sink are protected by ground fault circuit interrupter.)
- Kitchen range hood fan is vented to the exterior.

Bathrooms

- Contemporary designed, quality vanity cabinetry and contemporary chrome finish pull handles
- Polished Quartz counter tops with a contemporary mitered edge and a clean-cut finish where countertop meets the wall, with drop in vanity sink.
- Full width vanity mirror with designer chrome strip light fixture and colour coordinate kick plates to compliment cabinets.
- White bathroom plumbing fixtures.
- Upgraded 5’ extra deep soaking acrylic tubs, as per plan.
- Chrome bathroom accessories to include tub shower rod, towel bar and toilet tissue dispenser
- Contemporary 3” x 6” imported ceramic wall tile, installed in a stacked pattern to the ceiling height of tub enclosure offering a clean sleek finish.
- Single lever chrome finished faucets with pop up drains to all bathroom sinks.
- Water efficient toilets and shower heads.
- Full height cement board backing to tub enclosures (excluding ceiling)
- Chrome finish faucet to tub enclosures featuring pressure balance control valves.
- Ground fault circuit interrupter protection in all bathrooms and powder room.
- Privacy door locks on all bathrooms
- All bathroom fans are high performance exhaust fans and are vented to the outside.
- Laundry rooms will feature a convenient recessed box for the cold and hot water connections.

Utility & Laundry Rooms

- All utility/laundry room fans are high performance exhaust fans and are vented to the outside.
- Drain and water connections, and electrical for automatic washer.
- Heavy duty electrical outlet
- Laundry rooms will feature a floor drain (except where laundry rooms are located on ground/patio level)
- Laundry rooms will feature a convenient recessed box for the cold and hot water connections.

Rosehaven Homes Décor Studio

ALL COLOUR SELECTIONS ARE AVAILABLE FROM ROSEHAVEN HOMES PRE-DETERMINED COLOUR BOARDS (THE “CRYSTAL”, “QUARTZ” AND “GEMSTONE”) AS DISPLAYED IN THE SALES CENTRE. AT THE TIME OF APPOINTMENT, PURCHASER WILL HAVE THE OPPORTUNITY TO PURCHASE AND INCORPORATE UPGRADED FINISHING TOUCHES FROM THE OPTIONS OFFERED.

WARRANTY

Rosehaven Homes has been COMMITTED TO PROVIDING excellent service UNDER THE GUIDELINES OF TARION WARRANTY CORPORATION SINCE 1992. For more information, visit www.tarion.com <<http://www.tarion.com>>.

NOTE:

- The Vendor reserves the rights to substitute alternative materials and fixtures of equal or better quality. All illustrations are artist’s concepts.
- The purchaser acknowledges that the floor plan may be reversed.
- The Purchaser acknowledges that there shall be no reduction in the Purchase Price or credit / supply / pick up for any standard feature listed herein which is omitted at the Purchaser’s request.
- Tubs shapes depicted on the brochure may not reflect the actual shape of tub installed, and the Purchaser(s) agree(s) to accept tub as installed.
- Specifications and conditions are subject to change without notice.
- Finished floor height and built in noise-attenuation measure may cause ceiling heights to vary in some areas. Drop ceilings and bulkheads will occur to accommodate HVAC, plumbing and structural requirement.
- All standard finishes are to be selected from Rosehaven Homes predetermined packages.
- E. O. & E. 062420

SCHEDULE A-1 (PURCHASE BONUS INCLUSIONS)

Vendor	Wisman Estates Inc.			Project	TR2
Suite	0010 VETE	Legal Description	UNIT 7 LVL 1 FL 1	Street	175 VETERANS DRIVE

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NOR CAN THEY AMEND THIS AGREEMENT OF PURCHASE AND SALE

- 1)
- Provided that the Purchaser is not and has not been in default of the Agreement at any time, on the completion of this transaction on the Unit Transfer Date the Purchaser shall receive a credit on the statement of adjustments in the amount specified herein inclusive of any applicable taxes. The Purchaser hereby acknowledges and agrees that:

(a)

the credit contained herein shall not be applied at the time of occupancy of the Unit in order to reduce the Purchaser's occupancy fees;

(b)

the credit contained herein shall only apply if this transaction is completed by the Purchaser on the Unit Transfer Date, otherwise this Amendment to Agreement of Purchase and Sale and the credit contained herein shall not apply and shall be of no further force or effect; and

(c)

in the event the Purchaser named on the front page of the Agreement is not the final purchaser on the Unit Transfer Date, as a result of an assignment or direction of title or otherwise, then this Amendment to Agreement of Purchase and Sale and the credit contained herein shall not apply and shall be of no further force or effect.

CONDO FEE BONUS

In Process

\$2,061.84

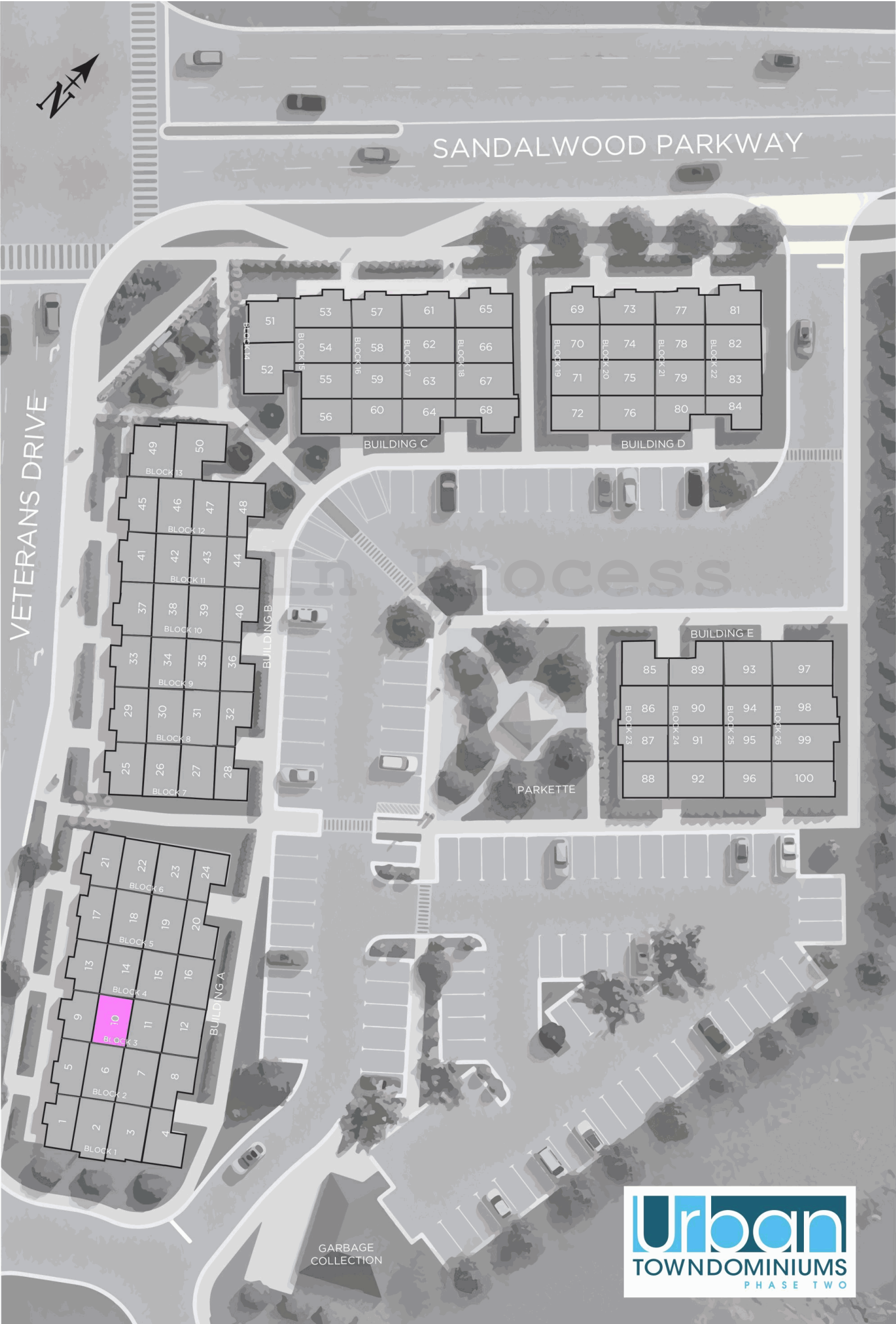
2) **APPLIANCES BONUS**

STAINLESS REFRIGERATOR,
ELECTRIC RANGE,
STAINLESS DISHWASHER,
WHITE WASHER,
TE DRYER.

All appliances will be delivered and installed and operational on closing.

DS
JM

SCHEDULE B - LOT LOCATION



DS
JM

SCHEDULE B-1 - SUITE LAYOUT

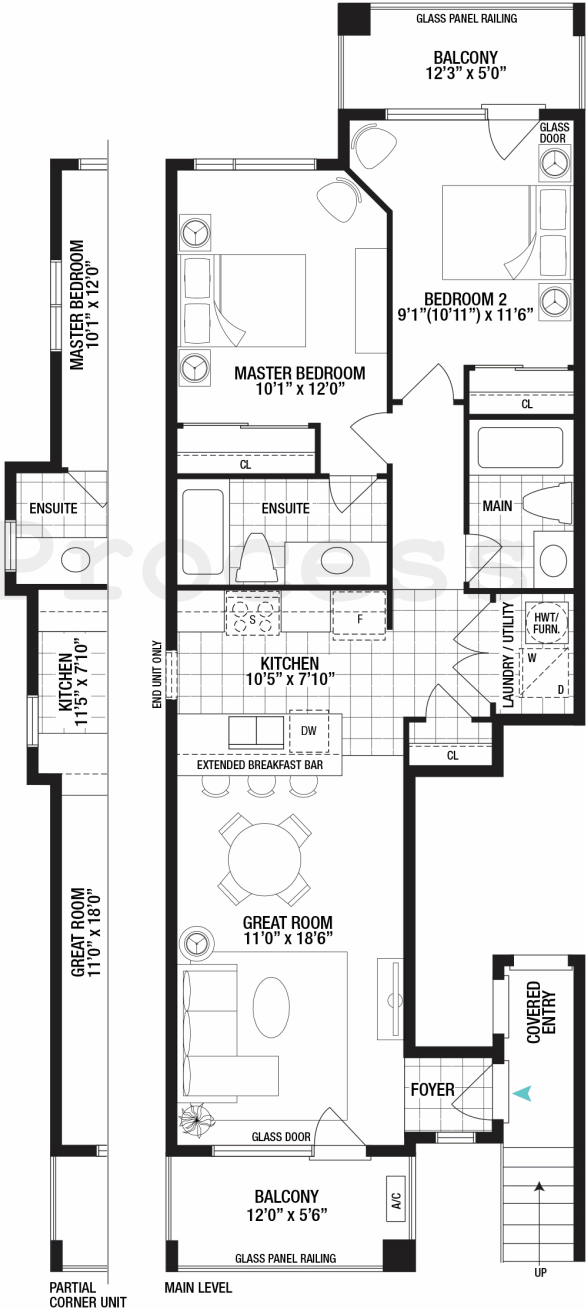
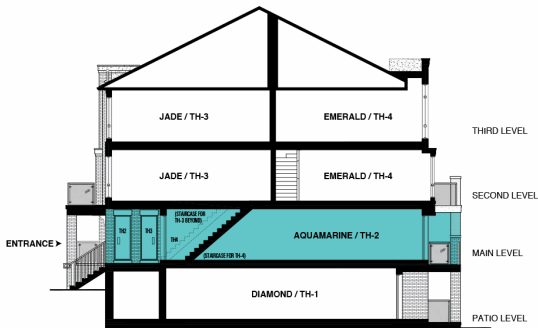
AQUAMARINE 863 - 927 SQ.FT.



FRONT, INTERIOR UNIT



REAR, END OR CORNER UNIT



Materials, specifications and floor plans are subject to change without notice. All renderings are artist's concept. All floor plans are approximate dimensions. Actual usable floor space may vary from the stated floor area. Balconies may be covered or uncovered depending on elevation. Bedroom # 2 Balcony may be eliminated on some elevations. Windows, room/area dimensions and sq.ft. will vary per elevation. Landscaping is artist's concept and subject to change. Furniture not included. E. & O.E.

REFER TO FRONT PAGE OF AGREEMENT FOR SUITE DETAILS:
SQUARE FOOTAGE, ELEVATION & MODEL CONDITION



Purchaser's Initials: _____

SCHEDULE E - ELECTRONIC COMMUNICATION (EMAIL)

Vendor	Wisman Estates Inc.			Project	TR2
Suite	0010 VETE	Legal Description	UNIT 7 LVL 1 FL 1	Street	175 VETERANS DRIVE

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The Federal Government has enacted legislation that requires your consent to send you commerical electronic communications. Rosehaven Homes advises that the following non-commercial communication (correspondence, requests, updates , notices or other information as related to the construction of this property) may include, but not limited to, the following:

- 1
- Agreement of Purchase and Sale, amendments, & other related documents
- 2
- Tarion requirements / notices
- 3
- Stage 1 Upgrades and Stage 2 Appointments, Color Selections / Upgrades
- 4
- Vendor's authorized trades and suppliers regarding finishes in the property
- 5
- Vendor's authorized financial institution for the purpose of arranging financing to complete the transaction
- 6
- Providers of telephone, television, telecommunication, security and utility services
- 7
- Federal, Provincial, Municipal taxing authorities
- 8
- Customer Service (pre-closing and after-closing)
- 9
- Rosehaven Homes Customer Satisfaction Surveys
- 10
- Construction of the property in general

I/We, the purchaser(s) of the above noted property agree to electronic communication for the purposes outlined above.

PURCHASER(S) ACKNOWLEDGE THAT IT IS THEIR SOLE RESPONSIBILITY TO ADVISE IN WRITING
VENDOR'S HEAD OFFICE OF ANY CHANGE IN EMAIL ADDRESS TO BE USED FOR
COMMUNICATION FROM THE VENDOR TO THE PURCHASER. ALL SUCH CHANGES TO BE SENT
TO lrichards@GeneralHomes.com

ALL EMAIL COMMUNICATION WILL BE SENT TO:

PRIMARY Email Contact: jmacinnis@buildersit.com

PRIMARY EMAIL CONTACT AGREES TO ADVISE ALL PURCHASERS NAMED HEREIN OF ANY AND ALL NOTICES
RECEIVED.

DocuSigned by:
Jessica MacInnis
9FFAF06A714A4AD...

Purchaser - ADRIEN ANDRE

1. ENTIRE AGREEMENT

This Agreement and all schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior or contemporaneous understandings or agreements or usage or course of dealings of the parties. Oral representations or warranties by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter shall not form part of nor shall they amend this Agreement. There is no oral and/or written representation, warranty, collateral agreement, or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. No reliance is placed by the Purchaser on any oral or written representations, opinions, advice or assertions of fact made by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter except as set forth herein in writing. Accordingly, there shall be no liability either in tort or contract, assessed in relation to such warranty, representation, opinion advice or assertion of fact except to the extent aforesaid. The Purchaser has not been induced to enter into this Agreement by, nor is the Purchaser relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales personnel or agents may be knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same. The Purchaser acknowledges having read all paragraphs and schedules of this Agreement.

2. PARKING UNITS (if applicable)

The Purchaser acknowledges and agrees that in the event any parking unit(s) (if applicable) are part of the Unit or being purchased by the Purchaser as set out in this Agreement or any amendment hereto, any of the foregoing will be designated by the Vendor prior to the Occupancy Date or the Unit Transfer Date. The Vendor shall have the right in its sole, absolute and unfettered discretion to designate the location of the parking unit(s)(if applicable) and may re-designate any one or more of same from time to time prior to the Occupancy Date or the Unit Transfer Date. The Vendor may give priority as to the location of such units, if any, to persons with special needs as determined by the Vendor in its sole, absolute, and unfettered discretion. Parking units may be adjacent to other parking units, walls, columns, beams, other structures, etc. Some parking units may be accessible only by the parallel parking of motor vehicles. The Purchaser acknowledges and agrees that the parking unit(s), if any, purchased by the Purchaser may not be available for use during the interim occupancy of the Unit and/or the parking of motor vehicles for occupants and/or visitors of the Condominium during certain (or all) period(s) between the Occupancy Date and the Unit Transfer Date may be accommodated on lands other than the Condominium lands. The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the parking unit(s) not being available for use during the interim occupancy of the Unit or the parking of motor vehicles being accommodated as aforesaid, and the Purchaser shall not be entitled to any abatement or reduction in the Occupancy Fee and/or the Purchase Price whatsoever as a consequence thereto.

The Purchaser acknowledges and agrees that in the event that the Vendor is unable to provide any parking unit(s) that have been purchased as part of the herein transaction (either pursuant to the herein Agreement or by way of an addendum, amendment or separate agreement), whether by reason that the applicable unit(s) are not approved or are not permitted to be unitized as an individual unit(s) by the applicable governmental or planning authorities or by reason that the Vendor chooses not to unitize same as an individual unit(s), then the Vendor shall have the option, in its sole, absolute and unfettered discretion, of either: (a) changing/converting such purchased parking unit(s) into common element parking which common element areas may be used in common with other permitted users of the common elements or which common element areas may be part of the exclusive use common elements appurtenant to the residential unit purchased herein (alone or in common with other unit owners); (b) remove such purchased parking unit(s) from the herein purchase transaction and/or (c) provide alternative parking rights in favour of the Purchaser on certain lands located either within the Condominium or outside of the boundaries of the Condominium at such costs, fees, rents and/or other charges as may be determined by the Vendor in its sole, absolute and unfettered discretion. The Vendor shall be entitled to amend the Condominium Documents (as defined below) to accommodate the aforementioned, including without limitation, revising the draft condominium plans provided to the Purchaser as part of the Condominium Documents and revising the budget forming a part of the Condominium Documents, it being understood and agreed by the Purchaser that the common expenses attributable to the residential unit may be increased by an amount to be determined by the Vendor, in its sole, absolute and unfettered discretion, which increase may reflect the amount of common expenses that would otherwise be payable if parking area(s) within the Condominium (as applicable) were a separate unit(s), together with inflationary increases or other rights of the Vendor to increase the common expenses payable under the budget. Should the purchased parking unit(s) be removed from the herein purchase transaction and no alternative parking rights are provided to the Purchaser, then the Vendor shall provide the Purchaser with a credit or reduction to the Purchase Price on the Occupancy Date or the Unit Transfer Date, as determined by the Vendor in its sole, absolute and unfettered discretion. When providing the Purchaser with a credit or reduction to the Purchase Price, as aforesaid, the amount of said credit or reduction shall be equivalent to such portion of the Purchase Price or other sum specifically attributed or allocated to the parking unit(s) so removed (either pursuant to the herein Agreement or by way of an addendum, amendment or separate agreement). If the Vendor is providing the Purchaser with a credit or reduction to the Purchase Price and no portion of the Purchase Price or other purchase amount has been specifically attributed or allocated to the parking unit(s) so removed (either pursuant to the herein Agreement or by way of an addendum, amendment or separate agreement), then the Vendor shall have the sole, absolute and unfettered discretion to determine the amount of the applicable credit or reduction to the Purchase Price. In the event of any credit or abatement, the Purchaser acknowledges and agrees that the amount so credited or abated shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the removal of any purchased parking unit(s) from the herein purchase transaction. Further, the Purchaser covenants and agrees that the Purchaser shall not have any claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from any of the foregoing, including without limitation, the change/conversion of any purchased parking unit(s) into common element parking area(s), the increase of any sums payable under the budget, the removal of any purchased parking unit(s) from the herein purchase transaction, the provision of alternative parking rights as set out herein, the increase in common expenses attributable to the residential unit (as applicable) as set out herein and/or the amount of the credit/reduction to the Purchase Price (as applicable) as set out herein.

3. COMPLETION OF UNIT

The Unit shall be deemed to be completed for the purposes of Occupancy on the Occupancy Date or any extension thereof when the requirements of Section 9 of the Taron Addendum and Statement of Critical Dates have been met, and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or the Ontario New Home Warranties Plan Act, RSO 1990, c O-31 (the "Warranty Act") or otherwise in respect of apparent deficiencies or incomplete work. The Vendor makes no representations, warranties or covenants regarding the size, area and dimensions of any patio(s), balcony(ies) and/or terrace(s) (as applicable, if any) appurtenant to the Unit. The Purchaser covenants and agrees that the Purchase Price is not based on the size, area and dimensions of any patio(s), balcony(ies) and/or terrace(s) (as applicable, if any) appurtenant to the Unit. The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the size, area and dimensions any patio(s), balcony(ies) and/or terrace(s) (as applicable, if any), nor shall the Purchaser be entitled to any abatement and/or reduction in the Occupancy Fee and/or Purchase Price whatsoever as a consequence of the size, area and dimensions of same.

4. INTERIM OCCUPANCY

- (a) The Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit from the Occupancy Date until the Unit Transfer Date, upon the terms set forth in the occupancy provisions herein (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in the occupancy provisions hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail. Should any parking unit(s) purchased hereunder (or in any amendment, addendum or schedule hereto) not be available for use during certain (or all) period(s) between the Occupancy Date and the Unit Transfer Date, as determined by the Vendor in its sole, absolute and unfettered discretion, the Purchaser shall nevertheless take possession of the residential unit purchased hereunder (and such other units purchased hereunder as are available for use during such period(s), as determined by the Vendor in its sole, absolute and unfettered discretion) on the Occupancy Date and the Purchaser shall not be entitled to any abatement or reduction in the Occupancy Fee and/or Purchase Price whatsoever as a consequence thereto, nor shall the Purchaser have any claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the foregoing.

- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name for Seattle Law Office of Brian J. O'Neil in the judicial district in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole, absolute and unfettered discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said offices.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee and/or a pre-authorized payment form and related documentation such as a copy of a void cheque, as and when the Vendor may reasonably require same. The Purchaser acknowledges and agrees that any cheques that may be delivered to the Vendor with respect to the Occupancy Fee and which are not negotiated by the Vendor shall, at the sole option of the Vendor, either be destroyed by the Vendor and not be returned to the Purchaser or his solicitor, or be returned by the Vendor to the Purchaser or its solicitor. NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON THE UNIT TRANSFER DATE NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT. No adjustment shall be made for fluctuations in those items on which the Occupancy Fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the corridor(s) and/or stairwell(s) designated for such purposes (as applicable). The Purchaser shall be responsible for all damages to the stairwells and/or corridors (as applicable) as a result of the Purchaser's use and shall provide a security deposit in an amount determined by the property manager payable to the Vendor prior to being granted use of the corridor(s) and/or stairwell(s) (as applicable). If the corridor(s) and/or stairwell(s) (as applicable) are damaged as a result of the Purchaser's use, then the Vendor shall be entitled to retain from such deposit an amount equal to the cost of repair for the damage, and if such cost exceeds the amount of the security deposit then, the Purchaser shall pay to the Vendor the difference immediately, failing which an amount equal to such difference shall be paid on the Occupancy Date or the Unit Transfer Date, as determined by the Vendor, together with interest at the rate described in the paragraph headed Default.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser or members of the Purchaser's immediate family shall have the right to occupy the Unit, for residential purposes only, in accordance with the terms and provisions of the draft condominium documents included in the Disclosure Statement (hereinafter the "Condominium Documents"), and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and shall make no change, alteration, or addition to the Unit without the Vendor's prior written consent (which consent may be arbitrarily withheld). The Purchaser acknowledges and agrees that he shall not have access to the Unit prior to the Occupancy Date without the Vendor's prior consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser shall pay all telephone, cable/satellite television, utility and other expenses for the Unit other than those included as a proposed common expense (including without limitation) any administrative charges imposed by any utility provider as a result of such utility being separately metered;
- (c) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to persons within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (d) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (e) Subject to the provisions hereof, the Purchaser may not assign or sublet the Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld; and
- (f) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium under the Act, and for correcting and completing any outstanding work with respect to the Condominium.

6. CONSTRUCTION, CHANGES AND DECOR PACKAGES

The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor to the plans and specifications of the Unit and the Condominium (regardless whether the aforesaid have been submitted to the relevant governmental authority) and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and the Purchaser agrees to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor may insert or add any items, including without limitation, windows, columns, fire walls, conduits, beams, risers and/or bulkheads within or adjacent to the Unit and/or remove, change, delete, vary, alter or modify the number, size and location of any of the foregoing items from the number, size and/or location of same as displayed or illustrated in the sketch of suite attached hereto as Schedule "B" or any promotional material or information which may include, without limitation, sales brochure(s), model(s), rendering(s), vignette(s) and/or floor plan(s) previously delivered or shown to the Purchaser or to the public (regardless of the extent or impact thereof). The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such insertions, additions, removals, changes, deletions, variations, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and unfettered discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the proposed sharing (if any) of amenities or other areas (if any) with nearby and/or adjacent buildings or condominiums to change the legal description or the municipal address of the residential unit and the right to change the Condominium's municipal address or numbering of the units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole, absolute and unfettered discretion; provided, however, that the Purchaser's residential unit general location on the floor-plate and general configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for structures adjacent to and/or in the vicinity of the Condominium and the type, character, composition and number of said structures will be totally at the discretion and control of the parties constructing same and the Vendor does not warrant that any parts of such structures will ever be constructed.

The Purchaser covenants and agrees that in the event that there is a 'material change' permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or damages of any kind against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "A" attached hereto are included in the Purchase Price. Furnishings, decor, improvements, mirrors, drapes, tracks and wallpaper, if any, described and/or illustrated within any promotional material or information which may include, without limitation, sales brochures, window coverings, vignette(s) and/or floor plan(s) are for display purposes only and are not included in the Purchase Price. "Note: Actual usable floor space may vary from the stated floor area.". The Purchaser acknowledges that the Unit may be a reverse mirror image plan of the plan attached hereto as Schedule "B" and that the floor area and dimensions of any room contained thereon or the Unit as represented in any schedules hereto and sales or promotional material or provided by the Vendor's sales agents has been determined in accordance with the provisions of the applicable Builder Bulletin issued pursuant to the Ontario New Home Warranties Plan Act (the "Warranty Act"), that such calculations and measurements are approximate only, that the net living area of the Unit will differ from the floor area of the Unit determined in accordance with the aforesaid bulletin, that there is no representation or warranty as to the size of the Unit, that the Purchase Price is not based on the floor area of the Unit and that the Purchaser shall not be entitled to an adjustment for same in the event that the actual floor area of the constructed Unit differs from that indicated by the promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor structure surface to unfinished ceiling structure surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, beams, etc..

Purchaser's choice of features, finishes, colours and materials shall be from Vendor's standard samples, in preselected packages determined by the Vendor, if not yet ordered or installed, and provided that features, finishes, colours and materials are available from suppliers. Without limiting the generality of the foregoing, any of the foregoing selection of features and finishes made by the Purchaser in accordance with this Agreement shall be subject to the availability thereof at the time that the Vendor is prepared to install same and if any selected feature, finish, colour or material is not then available or will not be available within a timely fashion (as determined by the Vendor in its sole, absolute and unfettered discretion), the Purchaser will then be required to re select from any additional standard samples then available from the Vendor, again subject to the requirement of further re selection in the event that the additional selection(s) made by the Purchaser are also not available as described above. Purchaser agrees to select (or re-select, as applicable) the colour and material within 10 days after notification by the Vendor for initial selections and replacements or additional selections. In the even the Purchaser fails to select any features, finishes, colours or materials as required herein, the Vendor reserves the right to choose the features, finishes, colours and materials to complete the dwelling and the Purchaser agrees to close the transaction with the Vendor's choice of features, finishes, colours and materials.

The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as countertops, flooring and floor coverings, roof coverings, cladding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in any products or finishes on products such as but not limited to floor coverings, stone, wood, laminate, cabinets, shelves, railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to toilet seats, toilets, tubs, cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. The Purchaser acknowledges that where adjoining rooms have different flooring materials, there may be installed thresholds (which may be composed of materials that differ from the aforementioned flooring materials) between the different types of flooring and that the height of the floors may vary.

The Purchaser covenants and agrees that the Purchaser shall pay to the Vendor in advance for all extras, upgrades or changes, and Applicable Taxes in addition thereto, ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed due to a default, fault, action or inaction of the Purchaser. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon the Unit Transfer Date, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole, absolute and unfettered discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon the Unit Transfer Date that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. If the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Unit which causes delay on the Vendor's construction operations, the Vendor may require the Purchaser to take occupancy of the Unit and complete this transaction on the Unit Transfer Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any one of the Vendor's outstanding work from time to time. On occasion, certain extras/upgrades may be installed by the Vendor after the Occupancy Date at the Vendor's sole, absolute and unfettered discretion.

The Purchaser acknowledges that the consumption of electricity in the residential units shall be separately metered or check or consumption metered on a per unit basis with each residential unit owner being responsible for the cost of such utility consumed in his residential unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date or thereafter such documentation as is required to facilitate the separate metering, check or consumption metering and per unit billing of such utility.

The Purchaser acknowledges that the consumption of water in the residential units shall be separately metered or check or consumption metered on a per unit basis with each residential unit owner being responsible for the cost of such utility consumed in his residential unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date or thereafter such documentation as is required to facilitate the separate metering, check or consumption metering and per unit billing of such utility.

The Purchaser acknowledges that the consumption of gas in the residential units shall be separately metered or check or consumption metered on a per unit basis with each residential unit owner being responsible for the cost of such utility consumed in his residential unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date or thereafter such documentation as is required to facilitate the separate metering, check or consumption metering and per unit billing of such utility.

The Purchaser acknowledges that telecommunications or internet services may be provided to residential units pursuant to telecommunications or internet service agreements and the like. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date or thereafter such documentation as is required to facilitate the delivery of telecommunications or internet services to the residential units and/or the billing of said telecommunications or internet services.

Notwithstanding anything herein, the Vendor reserves the right to bulk meter any utility or service, including without limitation, any utility or service which is described herein as being separately, check or consumption metered and the Purchaser is specifically put on notice of same. Further, and notwithstanding anything herein, the Vendor reserves the right to separately meter / check meter / consumption meter any utility or service which was not previously described herein as being separately, check and/or consumption metered and the Purchaser is specifically put on notice of same. The Purchaser covenants and agrees, prior to the Occupancy Date or thereafter, to execute and deliver to the Vendor such documentation as may be required by the Vendor for the separate, check or consumption metering and billing of a utility or service which documentation may include, without limitation, a contract(s) with the provider of a utility or service and/or the party monitoring the consumption of a utility or service or an assumption agreement(s) with regards to such contract(s). The Purchaser further covenants and agrees to pay to Vendor (or as it may otherwise direct) the cost in respect of the provision and installation of a meter for any utility or service servicing the Unit which was not previously described herein as being separately, check and/or consumption metered plus Applicable Taxes as an adjustment on the Occupancy Date or on the Unit Transfer Date if so required by the Vendor.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified and/or obstructed before and/or during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on any such site plan,



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7. WARRANTY

Notwithstanding what may otherwise be expressed in this Agreement, the Vendor covenants that on the Occupancy Date a written warranty in the Warranty Act standard form will be requested by the Vendor from the administrator of the Warranty Act. The Purchaser agrees to accept such warranty in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit other than as expressed in the Warranty Act.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage caused to the Purchaser's improvements, if any, and chattels stored in the Unit, and acknowledges and agrees that the Vendor shall not be liable or responsible for any damage to improvements, chattels or décor caused by shrinkage, twisting or warpage, nor for any secondary or consequential damages whatsoever resulting from any defects in materials, design or workmanship related to the Unit and/or Condominium, nor for any item requiring rectification or completion in respect of which the Purchaser has attempted to complete or rectify on his own, and the Vendor's only obligation shall be to rectify any defects pursuant to the terms of this Agreement. The Purchaser agrees to remove at his expense any finishes and/or improvements made by the Purchaser as requested by the Vendor in order to enable the Vendor to do any completion or rectification work. In addition, if the Purchaser orders the installation of engineered flooring, laminate or a similarly offered product within the kitchen, the Purchaser acknowledges and agrees that product warranties and responsibilities of the Vendor will not extend to: (a) water damage; (b) damage from the installation and/or movement of appliances; and (c) other kitchen related issues arising from such installation.

The Purchaser acknowledges that the Condominium building, the common elements and the Unit will be constructed to at least the minimum Ontario Building Code requirements and substantially in accordance with the plans and specifications to be prepared by the Vendor's architects and other consultants and engineers, as amended from time to time. The Purchaser covenants and agrees he shall have no claims against the Vendor for any higher or better standards of workmanship or materials than what may be expressed herein or in the Warranty Act. The Purchaser hereby covenants and agrees with the Vendor that it shall not, directly or indirectly, through itself, the Condominium Corporation or any other party whatsoever make any claim of any type whatsoever against the Vendor in respect of the Unit, the common elements, the Condominium building or any other matter relating to the subject development other than a claim pursuant to the Warranty Act. The Purchaser covenants not to vote, or provide a proxy, in a manner inconsistent with this Section 7. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor.

The Purchaser is advised that the Condominium Corporation shall, prior to the turnover of the board of directors pursuant to s. 43 of the Act, enter into an agreement (the "Warranty Agreement") with the Declarant (as defined in the Condominium Documents), which shall provide that (a) the Condominium Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Condominium Corporation under the Act, the Warranty Act and by Tarion; (b) the Condominium Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property (as defined in the Condominium Documents), the Condominium and the Building (as defined in the Condominium Documents) including, without limitation, the units and common elements of the Condominium Corporation shall be through the process established for and administered by Tarion; (c) the Condominium Corporation, together with the Declarant, shall appoint and constitute Tarion as the sole and final arbiter of all such matters; (d) the Condominium Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Condominium Corporation in contravention of the Warranty Agreement; and (e) the Warranty Agreement shall not be terminated or terminable by the Condominium Corporation following the turnover meeting pursuant to s. 43 of the Act.

The Purchaser acknowledges and agrees that if the Purchaser or the Condominium Corporation pursues a remedy other than a claim pursuant to the Warranty Act, the Purchaser shall indemnify and save the Vendor and/or the Declarant harmless from such remedy, with such indemnity being limited to the amount of the remedy multiplied by the proportion of the common interest appurtenant to the Purchaser's Unit.

8. INSPECTION OF UNIT

- (a) The Purchaser or its designate shall inspect the Unit (such inspection hereinafter referred to as the "PDI") immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Warranty Act's Certificate of Completion and Possession and Warranty Certificate (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. On or before the PDI, the Vendor shall provide the Purchaser with a Homeowner Information Package that is available from the Tarion Warranty Corporation ("Tarion"). The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Warranty Act's warranty issued to the Purchaser as soon as reasonably practicable after the same will have been called to the Vendor's attention by notice in writing and in accordance with the guidelines of Tarion. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) the Condominium and Unit until the Purchaser has completed his obligations under this Agreement on the Occupancy Date. The Purchaser shall provide the Vendor with written notice, at least 5 days prior to the date appointed by the Vendor for the PDI, irrevocably appointing the Purchaser's designate, if any. The Purchaser acknowledges that: a Homeowner Information Package is available from Tarion Warranty Corporation; the Vendor has/will deliver to the undersigned a Homeowner Information Package as provided by Tarion Warranty Corporation (which may include electronic delivery) on or before the date of the PDI; and the Purchaser shall execute any confirmation or statements confirming receipt of the Homeowner Information Package in accordance with Tarion's requirements.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with the provisions set out in the paragraph(s) headed Default herein, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby irrevocably nominates, constitutes, and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear. In the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor's lender requires that insurance proceeds be applied to reduce its loan rather than to the reconstruction of the Unit or building and the Vendor does not have alternative financing arrangements satisfactory to the Vendor, in its sole, absolute and unfettered discretion, then the Purchaser and Vendor agree that such event shall constitute a frustration of this Agreement and the Purchaser's deposits shall be returned to the Purchaser with interest as required by law, without deduction, and the Vendor shall not be liable for any costs and/or damages incurred by the Purchaser thereby whatsoever, whether arising from (or in connection with) the termination of the Purchaser's existing occupancy of the Unit, or the termination of this transaction, by virtue of the frustration of this contract.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.

- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make use of the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, signs and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit and the Condominium shall be subject to all registered restrictions and agrees to accept title to the Unit and the Condominium subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the Condominium for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor, and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit same, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any additional By-Laws passed by the Condominium Corporation after the creation of same notwithstanding that same have not been included within the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (d) any easements, rights-of-way, easement agreements, development agreements, subdivision agreements or site plan agreements and any other agreements with the Municipality or other governmental body or agency having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (e) any easements, rights-of-way, crane swing agreements, limiting distance agreements, tie-back agreements, reciprocal easement and operating agreements, cost sharing agreements, easement and cost sharing agreements and/or reciprocal agreements, access agreements, operating agreements, any other agreements, restrictions, restrictive covenants, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licenses, and easements or agreements now registered or to be registered for the provision, installation and maintenance of any public, private or other utility and/or utility or service including, without limitation, telephone, internet service, electricity, gas, sewer, water, heating, cooling, cable, satellite, transit service or rail service and any easements or right of entry for the operation and maintenance of adjacent condominium corporations or lands, including, without limitation, any covenants and/or restrictions not to object to zoning bylaw amendment applications, official plan amendment applications, municipal approval applications, minor variances, etc;
- (f) any easements, rights-of-way, crane swing agreements, tie-back agreements, licenses, or agreements with or required by the Municipality or other governmental body or agency having jurisdiction with respect to future services to be installed or for other purposes;
- (g) temporary easements, licenses or other rights in favour of the Vendor and/or its affiliates and/or the Vendor's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (h) any easements or licenses for the provision, installation and/or for the maintenance of public, private or other utilities and/or services including, without limitation, telephone, internet service, electricity, gas, sewer, water, cable, satellite, transit service or rail service, as well as any rights, easements and interests in land reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before and/or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements;
- (i) official plan and zoning amendments approved or issued by the Municipality or other governmental body or agency having jurisdiction;
- (j) any agreement(s), easement(s), covenants and restrictions between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands adjoining or in the vicinity of the subject property;
- (k) any easements, rights-of-way, easement agreements and/or any other agreements with or in favour of the Municipality and/or other governmental authority or agency respecting the Condominium lands or any part(s) thereof and/or the lands adjacent to and/or near the Condominium lands;
- (l) any agreement or lease agreement between the Condominium Corporation or the Vendor and any provider of a service(s) for the Condominium or the unit owners in the Condominium;
- (m) any Notices of Security Interest or any other registrations relating to any mechanical equipment, building automation systems and equipment relating thereto, cooling and/or heating systems and equipment relating thereto, and/or any systems pertaining to the storage, sorting, disposal, transport and/or compacting waste refuse and recycling and equipment relating thereto, green loans and any equipment or systems relating to same, and to any other equipment and/or systems as herein provided or in the Disclosure Statement;
- (n) any lease agreement between the Condominium Corporation and any provider of equipment and/or systems for the Condominium;
- (o) any connection agreements, license agreements, easements, reciprocal easement and operating agreements or any other agreements, arrangements or relationships with a transit authority, transit provider or rail company;
- (p) any license agreements, easements or other agreements, arrangements or relationships with an automobile sharing company or other entity offering automobile sharing services to the residents of the Condominium or to the public;
- (q) any transportation demand management agreements, easements, requirements or other arrangements as required by the Vendor, the Municipality or other government body or agency;
- (r) any certificates, notices or other title registrations of the Ministry of the Environment or other authority relating to the environmental status of the property, including without limitation, any certificates of requirement or certificates of property use registered on title pursuant to applicable environmental legislation;
- (s) any agreements for the provision of any bulk telecommunications or bulk internet services to the residential units with one or more telecommunications or internet providers;
- (t) any agreements with one or more metering companies or utility companies for the metering/check metering of utilities that are supplied to the Purchaser's residential unit or to the Condominium Corporation;
- (u) any instruments registered on title to the Unit and/or the Condominium and which do not, in the opinion of the Vendor, run with the land;
- (v) any instrument or other matter that affects title to the Unit or the common elements of the Condominium in any way and for which a title insurance policy can be obtained in favour of the Purchaser and its mortgagee (if any)
- (w) the Application To Annex Restrictive Covenants S.119 in favour of LONGO BROTHERS FRUIT MARKETS INC. registered as Instrument No. PR2545173 on June 5, 2014;
- (x) an easement over Part of Block 157, Plan 43M-1940; designated as Parts 1, 2, 3, 4, 5, and 6, Plan 43R-36199, in favour of Block 156, Plan 43M-1940, pursuant to Transfer Easement registered as Instrument No. PR2731322 on June 19, 2015;
- (y) as herein expressly provided; and

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tended to guarantee fulfillment of any outstanding obligations under any of the agreements. It is understood and agreed that the Vendor shall not be obliged to discharge the development agreements, site plan agreements, subdivision agreements, or other agreements, licenses, restrictions or easements listed herein. The Purchaser shall not be obliged to have any of the same deleted from the title to the Unit or Common Elements. The Vendor shall not be required to discharge the Encumbrances (the "Encumbrances") against the Unit or Common Elements that are listed herein. The Vendor shall not be required to discharge the Encumbrances from the

at pursuant to the provisions of Section 81 of the Act, and the Purchaser shall and the Purchaser shall not be entitled to request or demand that any holdback

tions, easements, covenants or agreements referred to in this Agreement, and
or may require that the Purchaser deliver his separate written covenant on the
yance of title from the registered owner in lieu of the Vendor's.

for the maintenance of public, private or other utilities and/or services including, service, as well as any rights, easements and interests in land reserved by the any easements required for the said purposes upon being requested by the and easements.

- Vendor intends to lease;
and
on behalf of the Condominium Corporation.

subsection 78(1) of the Act and are hereby understood and agreed to be the
ns or covenants in that regard other than those specifically stated above. The

of or evidence of title, nor have furnished any copies thereof. The Purchaser at the time he shall furnish the Vendor in writing with any valid objections to the title and shall, notwithstanding any intervening acts or negotiations in respect of such title, be deemed to have accepted the title of the Vendor to the Unit. The Purchaser agrees that in responding to the Purchaser's requisitions. Further, the Purchaser agrees that in responding sufficiently answered if a title insurance policy, available for issuance to the Vendor.

mitting the generality of the foregoing, the following:

- if applicable;
- Condominium Corporation on closing and deposited to the reserve fund of the Condominium Corporation and shall not in any way reduce the fees to deliver on the Unit Transfer Date and specifically as may be required payment form and related documentation such as a copy of a void cheque; in common expenses;
- ing expenses which shall be adjusted by attributing to the Purchaser's unit its which are assessed against the Unit directly; and any sums paid or incurred and/or the Condominium, including, without limitation, any charges and deposits g, connection, disconnection, reconnection, installation, construction, relocation, costs for the provision of any of the following, whether on a permanent or services to the Unit and/or Condominium, or the installation of meters for same may not own such meter. A letter from the Vendor confirming the amount of
- Vendor for the calendar year in which this transaction is completed and the d by the applicable authority that taxes will be billed to its account for such withstanding that the same may not by the Occupancy Date have been levied or ed, and the Purchaser shall forthwith pay to the Vendor any balance owing to chaser any balance owing to him. If realty taxes are owing for a period when e adjustment of realty taxes shall include an amount calculated to attribute a non interest or alternately, equally among all of the residential units or in such realty taxes shall not be adjusted until individual unit assessments have been entary tax bills relating to the Unit subsequent to the Occupancy Date or the

- (e) the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Ontario plus Applicable Taxes;
- (f) the enrolment fee paid by the Vendor for the Unit under the Warranty Act;
- (g) the cost in respect of the provision and installation of electricity, water and gas meters for the Unit and ancillary meter system appurtenances, including but not limited to hardware which supports the function and data collection of the metering system, all communication cabling, power distribution, and electricity meter enclosures, as well as system testing and commissioning in the amount not to exceed \$500 plus HST per meter plus Applicable Taxes, notwithstanding that the Purchaser may not own such meter(s);
- (h) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (i) a \$500.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for any payment made for a deposit, occupancy fee or for any upgrades/extras and the like which is not honoured or accepted by the Purchaser's bank for any reason, including, without limitation, a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (j) the charge with respect to the provision of a status certificate;
- (k) the amount of any increases in or new development charge(s) or levies and/or any increases or new education development charge(s) or levies and/or any increases or new taxes, fees, levies, charges, public art payments or contributions or the cost of any such installations, or assessments (notwithstanding that same may be paid prior to the year of the Unit Transfer Date and which may have been paid by the Vendor, or a predecessor owner in title or any other party in respect of the development of the Condominium) assessed against or attributable to the Unit (or assessed against the Property or any portion thereof) pursuant to the Development Charges Act, 1997, and the Education Act, or any other relevant legislation or authority, in each case over the amount of such taxes, fees, levies, assessments, payments, contributions or charges that would be exigible on July 3, 2020. If such increases in or new taxes, fees, levies, assessments, payments, contributions or charges are assessed against the Property as a whole and not against the Unit, then the Purchaser shall, at the Vendor's option, pay to the Vendor a proportionate reimbursement of such amounts equivalent to the common interest of the Unit, or equally among all of the residential units, or in such other manner as the Vendor may elect, acting reasonably;
- (l) a \$150.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Unit by wire transfer. All payments by wire transfer shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer form, which may be amended by the Vendor's solicitor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with by the Purchaser, the Purchaser shall pay an additional adjustment of \$150.00, plus Applicable Taxes, as an administrative fee per occurrence;
- (m) a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for any deposit cheque in the possession of the Vendor's solicitors that the Vendor permits to be: (i) exchanged for a replacement cheque or (ii) deposited on a later date than the date indicated on the face of said cheque;
- (n) if requested by the Vendor or the Electricity Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of electricity and/or the party monitoring consumption of electricity to the Unit (the "Electricity Provider"), on the Electricity Provider's form, for the provision and/or metering of electricity services to the Unit. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment, administration, commodity and non-commodity fees/charges) related to such electricity services and/or for monitoring consumption of same shall be adjusted for the month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Occupancy Date;
- (o) if requested by the Vendor or the Water Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of water and/or the party monitoring consumption of water to the Unit (the "Water Provider"), on the Water Provider's form, for the provision and/or metering of water services to the Unit. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment, administration, commodity and non-commodity fees/charges) related to such water services and/or for monitoring consumption of same shall be adjusted for the month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Occupancy Date;
- (p) if requested by the Vendor or the Gas Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of gas and/or the party monitoring consumption of gas to the Unit (the "Gas Provider"), on the Gas Provider's form, for the provision and/or metering of gas services to the Unit. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment, administration, commodity and non-commodity fees/charges) related to such gas services and/or for monitoring consumption of same shall be adjusted for the month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Occupancy Date;
- (q) if requested by the Vendor or the Telecommunications and/or Internet Providers (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of telecommunications and/or internet services to the Unit (the "Telecommunications and/or Internet Providers"), on the Telecommunications and/or Internet Providers' form, for the telecommunications and/or internet services to the Unit. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment and/or administration fees/charges) related to such telecommunications and/or internet services and/or for monitoring consumption of same shall be adjusted for the month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Occupancy Date.

The Purchaser acknowledges and agrees that certain amounts payable by the Purchaser as adjustments under this Agreement may include costs, expenses and sums paid by a company or person other than the Vendor (for example, a company or person affiliated or related to the Vendor, a company or person acting as agent for and on behalf of the Vendor, or by a predecessor in title to the lands upon which the Condominium is constructed). Notwithstanding that such costs, expenses and sums were not paid directly by the Vendor itself, as aforesaid, the Purchaser covenants and agrees to pay such amounts as adjustments on the Occupancy Date or Unit Transfer Date (as applicable) in accordance with the herein terms.

The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to said Vendor's Lien including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register said Vendor's Lien on title to the Unit. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such unpaid purchase monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of a discharge fee of \$100.00 plus Applicable Taxes.

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor. Save and except for any adjustments required pursuant to the Act, the Vendor and the Purchaser shall not be obliged to make any readjustment of any item in the event that such readjustment is equal to or less than \$25.00.

The Purchaser and Vendor agree that the harmonized sales tax (the "HST") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the "Rebate"). The Purchaser shall assign in a form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the "Government") to the Vendor (or to such other party as the Vendor may otherwise require or direct) all of the Purchaser's right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor (or to such other party as the Vendor may otherwise require or direct), upon request by the Vendor, on or after the Occupancy Date, such application, documents and affidavits as may be required by the Vendor and/or the Government to establish the Purchaser's entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or

withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor (or to such other party as the Vendor may otherwise require or direct) or the Rebate is not or cannot be assigned to the Vendor (or to such other party as the Vendor may otherwise require or direct) is denied by the Government or if, following the Unit Transfer Date, the Vendor (or such other party identified by the Vendor) believes that the Purchaser does not qualify for the Rebate for whatever reason, including, without limitation, a request for a status certificate or the Unit being offered, listed or advertised for sale, lease or transfer privately or otherwise on a listing service system, then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor (or to such other party as the Vendor may otherwise require or direct) an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Unit which charge shall be recoverable by the Vendor (or by such other party identified by the Vendor) in the same manner as a mortgage in default. If the Vendor (or such other party identified by the Vendor) does not receive the full benefit of the Rebate for any reason whatsoever, whether or not as a result of the Purchaser's acts or omissions, the Purchaser shall indemnify and save the Vendor (or such other party identified by the Vendor) harmless in the amount that the Vendor (or such other party identified by the Vendor) would have been entitled to had such Rebate been received, together with all interest and penalties thereon, and all losses, costs, damages and liabilities which the Vendor (or such other party identified by the Vendor) may suffer, incur or be charged with in connection therewith, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or to such other party as the Vendor may otherwise require or direct), or as a result of the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor (or to such other party as the Vendor may have otherwise required or directed), which indemnity shall survive the Unit Transfer Date. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's Lien for the amount of the Rebate against the Unit immediately following the Unit Transfer Date to secure the Vendor's entitlement (or the entitlement of such other party as may be identified by the Vendor) to the Rebate as herein provided. The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST, or any portion thereof, not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Unit Transfer Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "Applicable Taxes") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

If the Vendor (or such other party identified by the Vendor) believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's (or such other party identified by the Vendor) belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Unit Transfer Date, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque (or such other manner as may be determined by the Vendor in its sole discretion) delivered on the Unit Transfer Date, an amount equivalent to the Rebate, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that he or she is eligible for the Rebate despite the Vendor's (or such other party identified by the Vendor) belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the Rebate directly from) the Canada Revenue Agency.

The Purchaser acknowledges and agrees for any matter related to HST that is applicable to this transaction, including without limiting the generality of the foregoing, the Rebate, that the Vendor may designate another person (including any party in which the Vendor is acting as the disclosed or undisclosed agent for when it entered into this Agreement of Purchase and Sale) to be listed as a party to the HST documentation and the Purchaser agrees to execute such HST documentation notwithstanding that a party other than the Vendor may be the recipient, addressee or beneficiary of the Rebate. Where the Vendor determines that such HST documentation is incomplete, incorrect or insufficient for the Rebate to be claimed, the Purchaser, without limiting the generality of Section 35, hereby irrevocably nominates, constitutes and appoints the Vendor (and any other party as may be directed by the Vendor) as its duly authorized attorney, agent and representative to amend, correct and complete, as applicable, such HST documentation including the Rebate form.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

A management company to be named by the Vendor shall manage the Condominium. The management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the Municipality, or other authorities, agencies or commissions having jurisdiction.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change (as defined in the Act) to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or damages of any kind against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice or irreparable harm to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith and take full forfeiture of the Purchaser's deposits as liquidated damages and not as a penalty. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expenses in obtaining such court order including, but not limited to, fees of its solicitors on a solicitor and client basis together with any Applicable Taxes thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease or transfer the Unit, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after acquisition of title to the Unit on the Unit Transfer Date and the Vendor having received payment of all of the Purchase Price, without the prior written consent of the Vendor, which consent may be arbitrarily and/or unreasonably withheld. As a condition of the Vendor giving its consent to an assignment of the Purchaser's interest under this Agreement, the assignor/transferor and the assignee/transferee will be required to execute and deliver no sooner than 100 days prior to occupancy date to the Vendor the Vendor's standard form of assignment agreement and to pay to the Vendor on the date of execution and delivery of the assignment agreement the Vendor's administration and processing fee of \$5,000.00 plus Applicable Taxes together with any other applicable fees, including the Vendor's solicitor's fees of \$1,650.00 and disbursements plus Applicable Taxes. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein. In no event shall the Purchaser list, allow or cause to be listed for sale, lease, assignment or otherwise the Unit or an interest under this Agreement on a listing service system including, without limitation, the Multiple Listing Service ("MLS") or on, by or through any other publication or medium, including without limitation, any form of social media or through any website. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant to the Warranty Act, and upon notification of assumption of this Agreement and such assignment to the Purchaser, the Vendor shall be automatically released from all obligations arising pursuant to this Agreement and the assignee shall continue from the date of such assignment as the Vendor as if it had been the original party to this Agreement.

21. TENDER

Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, will be deemed to be good and valid if made in accordance with the provisions of paragraph herein headed Electronic Registration. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with the provisions of paragraph headed Acceptance of Title by Purchaser herein in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the Purchaser's solicitor's certified cheque drawn on a Canadian Chartered bank or trust company. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sales office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents to the Vendor, and the Vendor shall not be required to provide any key(s) as part of any tender made by it. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by 5:15 p.m. on that date, the Vendor may retain the keys and release same to the Purchaser on the next business day (in this Agreement the term "business day" or "business days" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario).

22. DEFAULT

The Purchaser shall be deemed to be in default under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for 5 days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid as liquidated damages without prejudice to any other rights of the Vendor and the Vendor may thereupon terminate this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of 24% per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses. The Purchaser shall pay the Vendor's solicitor's fees in the amount of \$500.00 (plus Applicable Taxes and disbursements) for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be liable to the Vendor for the Purchaser's obligations under this Agreement and shall not plead such agency, trust relationship or other relationship as a defense to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor and any undisclosed beneficiary, agent or other person or corporation, shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defense to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

If the payment of a deposit pursuant to this Agreement that has been permitted by the Vendor to be made by way of wire transfer or direct deposit is less than the corresponding amount described in this Agreement, then the Vendor shall have the option, in its sole, absolute and unfettered discretion, of accepting such lower amount as a deposit against the Purchase Price and such acceptance shall not constitute full acceptance of the deposit in lieu of the required amount or a waiver of the Vendor's rights and remedies under this Agreement or at law.

23. EXTENSION AND TERMINATION

- (a) The Purchaser acknowledges that the Occupancy Date as described in this Agreement may be extended in accordance with the Warranty Act and the Taron Addendum and Statement of Critical Dates.
- (b) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor and/or Taron in the circumstances of such termination.
- (c) The Vendor shall have the option, in its sole, absolute and unfettered discretion, to extend the Firm Occupancy Date or the Delayed Occupancy Date (as such terms are defined in the Taron Addendum and Statement of Critical Dates), as the case may be, for one business day to avoid the necessity of tender where the Purchaser is not ready to complete the transaction on either of such dates.
- (d) The Unit Transfer Date, once established by the Vendor, may be extended or accelerated from time to time by the Vendor.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

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

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25. WAIVER

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

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

26. SUBORDINATION OF AGREEMENT

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

27. ACCEPTANCE

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

28. TIME OF ESSENCE

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

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$250.00 plus Applicable Taxes in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Unit is situate, at the Vendor's sole, absolute and unfettered discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

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

31. NOTICE

- (a) Save and except for any notices to be provided pursuant to the Taron Addendum and Statement of Critical Dates, any notice desired or required to be given to the Purchaser shall be in writing, and either delivered personally or by prepaid mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided on the front page of this Agreement or in the Taron Addendum and Statement of Critical Dates, or telefaxed to the Purchaser's solicitor or the Purchaser's telefax number as provided in the Taron Addendum and Statement of Critical Dates, or electronically mailed to either the Purchaser at the address contained in the Taron Addendum and Statement of Critical Dates or to the Purchaser's solicitor, with all such address and contact information set out on the front page of this Agreement or in the Taron Addendum and Statement of Critical Dates being subject to other or updated information that may be provided to the Vendor from time to time or otherwise in accordance with this Agreement. If such notice is mailed, it shall be deemed to have been received by the Purchaser on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, and if electronically mailed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its electronic mailing.
- (b) Save and except for any notices to be provided pursuant to the Taron Addendum and Statement of Critical Dates, any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the Taron Addendum and Statement of Critical Dates the Purchaser's electronic mail address, and forthwith upon request by the Vendor the Purchaser's solicitor's electronic mail address.
- (d) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the Statement of Adjustments.
- (e) The Purchaser covenants to forthwith and without delay retrieve, collect, receive and read all notices sent to the Purchaser by the Vendor or the Vendor's solicitor.

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

Purchasers are hereby notified that information of an important nature may be communicated by the Vendor to the Purchaser by electronic mail. In order to facilitate such communication by electronic mail, the Purchaser shall ensure that the Purchaser's computer settings permit receipt of electronic mail from the Vendor and its representatives.

32. **NOTICES**

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage, school pick-up, transit routes, bus-stops and/or shelter locations (the "Notices"). Such Notices may be delivered to the Purchaser by registration of the Notices on title to the Unit, by inclusion of the Notices in the registered Declaration or by delivery in accordance with the notice provisions herein and delivery in accordance with any methods as aforementioned or as described in said notice provisions shall be deemed to constitute appropriate notification of the Purchaser. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgment containing such Notices if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, to the extent that any Notices are provided to the Purchaser by the Vendor after this Agreement has been made, such Notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Vendor hereby advises the Purchaser that noise transmission between suites due to floor finishings, sound systems and other matters may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (d) The Purchaser hereby acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor, or any entity or person with the consent of the Vendor, may apply for re-zonings, severances, part lot control exempting by-laws, minor variances, site plan approvals, development approvals or official plan amendments or any similar applications with respect to the Condominium and/or the lands adjacent to or near the Condominium, the Purchaser and the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances, site plan approvals, development approvals, official plan amendments, signage by-law variances, signage approval applications or any similar applications. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor, or any entity or person with the consent of the Vendor, may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s). The Purchaser covenants to include the provisions of this clause in any conveyance or disposition, other than a charge or mortgage, of the Unit and upon request by the Vendor to assign the benefit of such covenant to the Vendor or a company (or other entity) related, associated or affiliated with the Vendor. The Purchaser shall insert this clause in all agreements of purchase and sale and leases in respect of the Unit. The Vendor may, at its sole, absolute and unfettered discretion, register a restriction on title to the Unit, for such term as determined by the Vendor in its sole, absolute and unfettered discretion, containing the terms of this provision or language similar thereto and/or include same in the transfer/deed to the Unit. The Purchaser covenants and agrees to accept title to the Unit subject to said restriction and to accept the transfer/deed containing this provision or language similar thereto.
- (e) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's (or any other corporation or entity associated, related or affiliated with the Vendor) operations relating to the construction of the Condominium and the lands adjacent to and in the vicinity of the Condominium lands and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations. The Purchaser further acknowledges that such construction operations may cause, amongst other things, the obstruction of the patio(s), balcony(ies) and/or terrace(s) (as applicable, if any) appurtenant to the Unit and/or the obstruction of the views from the Unit due to, amongst other things, the presence of construction materials, hoists and other construction equipment.
- (f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning, subdivision and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Vendor, including, without limitation, any application by the owner(s) of the adjacent lands or other lands in the vicinity of the Condominium) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s). The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and any schedule attached hereto and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement or any schedule attached hereto nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement and any schedule attached hereto and the Purchaser hereby waives and releases any claims that the Purchaser may have against the Vendor with respect to the above matters, warning clauses and the notices set out in this Agreement and any schedule attached hereto and any additional notices and warning clauses as referred to at a future date.
- (h) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement, any schedule attached hereto and any additional notices and warning clauses as referred to in subparagraph (a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole, absolute and unfettered discretion of the Vendor.

33. **GENDER AND NUMBER**

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

34. **SUCCESSORS AND ASSIGNS**

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

35. **POWER OF ATTORNEY**

- (a) In accordance with the provisions of the Powers of Attorney Act R.S.O. 1990, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers in accordance with the terms of this Agreement may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

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

36. ELECTRONIC DOCUMENTS AND TRANSFER OF FUNDS

- (a) Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation) (the "EC Act"): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors including, without limitation, accepting and providing electronic signatures, delivery by electronic mail and/or by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form or in originally executed paper form as, when and in the form required by the Vendor and/or its solicitors, in their sole, absolute and unfettered discretion. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole, absolute and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole, absolute and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, at the option of the Vendor, delivery of funds by the Purchaser electronically through an electronic funds transfer system (the "EFTS") designated by the Vendor or the Vendor's Solicitors, including, without limitation, the Closure Service provided by Teranet Inc.. In such case:
- (i) the Purchaser's solicitor shall be registered with the provider of the EFTS, and, at the request of the Vendor's solicitors, shall provide evidence of such registration to the Vendor's solicitors at least 10 days prior to closing;
- (ii) the Purchaser and/or the Purchaser's solicitor shall execute such documents as the Vendor or the Vendor's solicitors may require in connection with the EFTS; and
- (iii) the Purchaser shall pay as an adjustment on closing to the Vendor or its solicitors all fees and charges imposed by the provider of the EFTS together with any wire transfer fees and charges imposed upon the Vendor or its solicitors by their banks in connection with the transfer of funds.

37. ELECTRONIC REGISTRATION

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

- (a) the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS of \$250, plus Applicable Taxes.
- (b) the delivery and exchange of documents and monies for the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
- (i) shall not occur contemporaneously with the registration of the transfer/deed (and other registrable documentation); and
- (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement;
- (c) if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor prior to 2:00 p.m. on the scheduled Unit Transfer date or at such time on the scheduled Unit Transfer Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via ERS utilizing the computer facilities in the Vendor's solicitor's office;
- (d) the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery (or by wire transfer if agreed to or required by the Vendor's solicitor) to the Vendor's solicitor (or in such other manner as the latter may direct) prior 2:00 p.m. on the scheduled Unit Transfer Date and prior to the release of the transfer for registration;
- (e) the Purchaser covenants and agrees to deliver the balance of funds due on closing to the Vendor in accordance with the foregoing subparagraph (d) together with all other Purchaser's documents not intended for registration on title to the unit prior to 2:00 p.m. on the scheduled Unit Transfer Date; the Purchaser covenants and agrees that it will cause its solicitor to complete, prior to 2:00 p.m. on the scheduled Unit Transfer Date, all steps required by the ERS in order to permit the Vendor's solicitor to sign the transfer/deed for completion and release without the cooperation or the participation of the Purchaser's solicitor; and
- (f) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
- (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (iii) has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and
- (iv) without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

38. HEADINGS

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

39. MEANING OF WORDS

The meaning of the words, terms and phrases used in this Agreement, and particularly those terms not defined herein, shall be as defined in the Act as amended, unless specifically otherwise defined or amended herein. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s). In the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

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

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute the deposit receipt issued pursuant to the Warranty Act and the regulations thereunder, as may be amended from time to time, and any excess Condominium Deposit Insurance (and related documents) issued by any insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

As soon as prescribed security for any deposit held by Brattys LLP (the "Firm") has been provided as required under the Act, the Firm shall thereupon be entitled and is hereby irrevocably authorized and directed to release and disburse such deposit at the Vendor's sole, absolute and unfettered discretion. The Firm may rely on this provision for the release of the deposit in whole or in part notwithstanding that the Firm is not a party to this Agreement.

Notwithstanding anything herein, if as of the day of execution of this Agreement of Purchase and Sale, the Condominium has already been registered under the Act, the deposits paid to the Firm hereunder are not required to be held by the Firm and the deposits may be directed and/or released to the Vendor at the Vendor's sole, absolute and unfettered discretion and without notice to the Purchaser. The Purchaser shall reimburse the Vendor as an adjustment on closing a deposit administration fee of \$250.00 plus Applicable Taxes charged by the Vendor's Solicitor to the Vendor with respect to the provision of any required evidence of compliance or other forms or receipts in respect of the Purchaser's deposits as required by the Act.

42. PURCHASER INFORMATION, TITLE AND HST REBATE CLAIM

- (a) The Purchaser covenants and agrees to provide through its solicitor to the Vendor's solicitor, at least 60 days prior to the Occupancy Date: (i) the full name(s), birth date(s), marital status and social insurance number(s) of all parties comprising the Purchaser and (ii) the address for service to be inserted in the transfer. If the Purchaser does not provide such information, then the Vendor shall be entitled to engross the Occupancy Agreement, the transfer to the Unit and all other documents in the name of the Purchaser as noted on the front page of this Agreement, insert such other details for the Purchaser as may be determined by the Vendor and absolutely no changes shall be permitted to same following the 60th day prior to the Occupancy Date.
- (b) The Purchaser covenants and agrees that it shall not, and that it is not permitted, to: (i) direct title or the right of occupancy to any other parties; (ii) add any additional parties to title or the right of occupancy; or (iii) direct or re-direct title to only some of the parties which comprise the Purchaser. The sole purpose of any title direction contemplated herein or in any closing documents shall be for the purposes of confirming the full name(s), date(s) of birth, address for service, social insurance number(s) and such other information as the Vendor may require.
- (c) The Purchaser shall provide the name of its solicitor to the Vendor not later than the 30th day following the execution of this Agreement. Failure to provide same shall constitute a default pursuant to the terms of this Agreement. If the Purchaser does not provide the name of its solicitor when required hereunder, changes solicitors, or the Purchaser or its solicitor (i) fail to provide any required information; (ii) change or amend any of the information provided, including title information required for engrossing the Occupancy Agreement or the transfer to the Unit as required by the preceding paragraph or in respect of the Rebate; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus Applicable Taxes on the Statement of Adjustments.
- (d) The Purchaser covenants and agrees to provide through its solicitor to the Vendor's solicitor, at least 60 days prior to the Occupancy Date, all information required by the Vendor with respect to or evidencing the Purchaser's entitlement to the Rebate. Such information shall include, without limitation, (i) confirmation of which of the parties comprising the Purchaser will be occupying the Unit if there is more than 1 party comprising the Purchaser; (ii) if there is more than 1 party comprising the Purchaser, the relationship between the parties; (iii) whether any other person(s) will be occupying the Unit together with the Purchaser, including their name(s) and date(s) of birth; and (iv) if the person(s) occupying the Unit together with the Purchaser are not the spouse or child of the Purchaser, and the Vendor consents to same, copies of valid identification for such persons (such as a driver's license or passport) acceptable to the Vendor in its sole, absolute and unfettered discretion. If the Purchaser does not provide the foregoing information at least 60 days prior to the Occupancy Date, or if the Purchaser provides information upon which the Vendor determines that it will not permit the Purchaser to claim and assign the Rebate to the Vendor (or as the Vendor may otherwise require or direct) as part of this transaction, then the Vendor shall prepare all adjustments and closing documents on the basis that the Purchaser will not be claiming and assigning the Rebate to the Vendor (or as the Vendor may have otherwise required or directed) as part of this transaction and the amount of the Rebate shall be added to the statement of adjustments and paid by the Purchaser on the Unit Transfer Date in addition to the Purchase Price. The Purchaser acknowledges, covenants and agrees that no changes to the information required to be provided herein shall be permitted following the day that is 60 days prior to the Occupancy Date. In addition, once the Purchaser has provided the information required to be provided herein and there are any changes to same, such changes to the information shall entitle the Vendor (or such other party designated by the Vendor) to elect not to permit the Purchaser to claim and assign the Rebate to the Vendor (or as the Vendor may have otherwise required or directed) as part of this transaction. If the Purchaser is prohibited from claiming the Rebate and assigning same to the Vendor (or as the Vendor may have otherwise required or directed) as part of this transaction or does not do so for any other reason, or the determination of the Vendor in its sole, absolute and unfettered discretion is that the Purchaser is not entitled to claim the Rebate, then the Purchaser shall retain the option of pursuing the Rebate or any other similar or related rebates directly from the Canada Revenue Agency following the Unit Transfer Date.

43. PURCHASER'S INSURANCE

The Purchaser acknowledges and agrees that this Agreement contains obligations of the Purchaser to obtain insurance during the period of occupancy, and that the declaration of the Corporation requires that all owners take out and maintain various forms of insurance during their ownership of the Unit. The Purchaser covenants and agrees with the Vendor to take out and maintain all forms and types of insurance policies as may be required by this Agreement during the occupancy period under this Agreement, and from and as of the Unit Transfer Date to take out and maintain all insurance as is required under this Agreement, the Act, the declaration for the Condominium or any other applicable laws, regulations or Condominium Documents. Upon the request of the Vendor, the Purchaser shall provide evidence of all such insurance coverage to the Vendor on each of the Occupancy Date and the Unit Transfer Date, all in form and policies as the Vendor may require and that are satisfactory to the Vendor in its sole, absolute and unfettered discretion and the failure of the Purchaser to provide such required insurance shall constitute a non-monetary default of this Agreement that shall not require any notice period that would otherwise apply to any monetary default.

44. FINANCIAL INFORMATION

The Purchaser represents that the Purchaser is capable of obtaining the financing the Purchaser requires to enable the Purchaser to complete this transaction. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within 10 days of acceptance of this Agreement by the Vendor and thereafter within 14 days of demand from the Vendor or any agent thereof, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Unit Transfer Date, including without limitation, written

DS
JM

45. PERSONAL INFORMATION

46. RENTAL EQUIPMENT

47. MODEL UNITS

48. ONE PURCHASER BINDS ALL PURCHASERS

49. RIGHT OF SURVIVORSHIP

DATED Wednesday the 8th day of July 2020

DocuSigned by:
Jessica MacInnis
9FEAF05A744A4AD...

Purchaser - ADRIEN ANDRE

INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES ABOUT THE
POSSIBLE TERMINATION OF PURCHASE AGREEMENT

TO PURCHASER(S) OF THE PROPERTY

1. TAKE NOTE

YOU ARE ENTERING INTO APURCHASE TRANSACTION WHICH RELATES TO A PRE-CONSTRUCTION CONDOMINIUM UNIT (this information sheet applies to residential units in a standard residential condominium corporation as well as a phased condominium corporation (see paras 6(2), 2 and 4 of the Condominium Act, 1998). You should be aware of the possibility that it MAY NEVER BE COMPLETED.

Important Information about your purchase is set out in this document

YOU SHOULD REVIEW YOUR PURCHASE AGREEMENT INCLUDING THIS DOCUMENT WITH A LAWYER FAMILIAR WITH CONDOMINIUM TRANSACTIONS.

Remember that you have a **10-day period** to cancel your purchase (See Condominium Act, 1998, s.73.)

2. BE AWARE OF TIMING

The Vendor’s best estimate as to when your unit will be ready for occupancy is shown as the “First Tentative Occupancy Date” on the Statement of Critical Dates and is noted herein. This date may be further extended. Please refer to the Statement of Critical Dates in the Tarion Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

FIRST TENTATIVE OCCUPANCY DATE: _____ of 12th day of APRIL 2023.

3. COMPLETION OF YOUR PURCHASE IS NOT CERTAIN - IT CAN BE TERMINATED BY THE VENDOR

Your Purchase Agreement contains early termination conditions which could result in your purchase being terminated. These are set out in detail in the Tarion Condominium Addendum. In general terms, the Vendor can end your purchase if:

- (a) A set level of sales for the project has not been achieved by: 30 of SEPTEMBER 2022
- (b) Certain zoning and/or development approvals have not been obtained by: _____ of NOT APPLICABLE
- (c) Satisfactory financing for the project has not been obtained by: 30 of OCTOBER 2022

This may not list all of the conditions that may exist in the Tarion Condominium Addendum. Refer to Tarion Addendum Schedule A

Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid must be returned to you with interest at the rate no less than that prescribed by the Condominium Act, 1998[1]. Other recourse (monetary or otherwise) may be limited - you should speak to your lawyer. (Interest required to be paid on deposit monies returned to a purchaser is governed by the Condominium Act, 1998 - see Section 82 and section 19 of O.Reg.48/01. In general terms, it is 2 percentage points less than a specified Bank of Canada Rate recalculated every 6 months.)

4. OWNERSHIP OF PROPERTY

The Vendor represents, warrants and declares that the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property before closing.

5. TITLE RESTRICTIONS

The Vendor represents, warrants and declares that:

- (a) The property is free from any registered title restriction that binds the Project which would present completion of the Project and/or sales of your unit to you:

X YES NO
- (b) If NO, that is, if such restriction exists, the Vendor’s explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).

6. ZONING STATUS

The Vendor represents, warrants and declares that:

- (a) The Vendor has obtained appropriate Zoning Approval for the building(s)

X YES NO
- (b) If NO, the Vendor shall give written notice to the Purchaser withn 10 days after the date the appropriate Zoning Approval for the Building(s) is obtained.

7. CONSTRUCTION STATUS

The Vendor represents, warrants and declares that:

- (a) Commencement of Construction: NO has occurred OR
- is expected to occur by 30 of SEPTEMBER 2021

99053 Ave, Suite 700 • Seattle, Washington 98104 • (206) 219-0200
www.docuSign.com

and the unit is a condominium unit in respect of a
ct, 1998. This document[1] together with the
 arion Condominium Addendum and the balance of
 among these documents, the provisions of the
 document have the meaning set out in the Tarion

compliance with the requirement to place this
 agreement.

ent and referred to in Regulation 165/08 under the

ed and read this document:

DocuSigned by:
Jessica MacInnis
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Property: Two Hills Towns Tower: 2 Suite: 0010 VETE - 175 VETERANS DRIVE

Statement Of Critical Dates

Delayed Occupancy 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 Occupancy 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 occupancy of your home.*

VENDOR Wisman Estates Inc.

PURCHASER ADRIEN ANDRE

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 12th day of April, 2023.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date. the ____ day of _____, 20____.
Final Tentative Occupancy Date

or
If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below. the ____ day of _____, 20____.
Firm Occupancy Date

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is: the 9th day of April, 2025.*

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser’s consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 12th day of January, 2023.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser’s Termination Period

If the home is not complete by the Outside Occupancy 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 9th day of May, 2025.*

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed occupancy 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 8th day of July, 2020.

PURCHASER :

VENDOR :

DocuSigned by:
Jessica MacInnis
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Addendum to Agreement of Purchase and Sale

Delayed Occupancy 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 is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy 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 OCCUPANCY 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			
Wisman Estates Inc. <small>Full Name(s)</small>			
48101 <small>Tarion Registration Number</small>	300-145 REYNOLDS STREET <small>Address</small>		
905-849-1166 <small>Phone</small>	OAKVILLE <small>City</small>	ON <small>Province</small>	L6J 0A7 <small>Postal</small>
905-849-3936 <small>Fax</small>	lmetcalfe@rosehavenhomes.com <small>Email</small>		

PURCHASER			
ADRIEN ANDRE <small>Full Name(s)</small>			
8555 Jane St <small>Address</small>			
Cell: (647) 992-3751 <small>Phone</small>	Vaughan <small>City</small>	Ontario <small>Province</small>	L4K 5N9 <small>Postal</small>
<small>Fax</small>	jmacinnis@buildersit.com <small>Email*</small>		

PROPERTY DESCRIPTION		
175 VETERANS DRIVE <small>Municipal Address</small>		
BRAMPTON <small>City</small>	Ontario <small>Province</small>	<small>Postal Code</small>
<small>Short Legal Description</small>		

INFORMATION REGARDING THE PROPERTY	
The Vendor confirms that:	
(a) The Vendor has obtained Formal Zoning Approval for the Building.	<input checked="" type="radio"/> Yes <input type="radio"/> No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.	
(d) Commencement of Construction: <input type="radio"/> has occurred; or <input checked="" type="radio"/> is expected to occur by September 30, 2022	
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.	

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date - Three Ways

- (a) The Firm Occupancy Date, once set or deemed o be set in accordance with section 1, can be changed only:

(i) by the Vendor setting a Delayed Occupancy 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 Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

3. Changing the Firm Occupancy Date - By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy 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 Occupancy 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. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to 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 occupancy compensation payable; and
 - (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy 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 occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy 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 Occupancy Date or Delayed Occupancy 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 Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy 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 occupancy 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 Occupancy Date or Delayed Occupancy 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 Occupancy Date or Delayed Occupancy 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 occupancy compensation payable under section 7 is payable from the existing Firm Occupancy 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), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) 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.

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- (c)

The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement.

Yes

No
- (d)

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

Condition #1 (if applicable)

Description of the Early Termination Condition:
See Tarion Addendum A attached Hereto

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

The date by which Condition #1 is to be satisfied is .

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 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 Firm Occupancy Date, and will be deemed to be 90 days before the Firm Occupancy Date if no date is specified or if the date specified is later than 90 days before the Firm Occupancy 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 (k) 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)

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 and, if applicable, registration of the declaration and description for the Building under the Condominium Act, 1998, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j)

The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k)

The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (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 Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy 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 Occupancy Date 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 occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, 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 Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy 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 occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy 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 occupancy 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 occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy 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 Occupancy. 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.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act*, 1998), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

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 Occupancy

- (a) On or before the Occupancy Date, 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

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under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the “Purchaser Occupancy Obligations”):
 - (i) the Purchaser shall not be entitled to delayed occupancy 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 Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy 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 Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) 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) Occupancy has not been given to the Purchaser by the Outside Occupancy 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 Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy 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 providing Occupancy 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 shall be calculated in accordance with the *Condominium Act*, 1998.
- (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

“**Building**” means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

“**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 completion of the sale of the home, including transfer of title to the home to the Purchaser.

“Commencement of Construction” means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

“Critical Dates” means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser’s Termination Period.

“Delayed Occupancy Date” means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

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

“Final Tentative Occupancy Date” means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

“Firm Occupancy Date” means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

“First Tentative Occupancy Date” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“Formal Zoning Approval” occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

“Occupancy” means the right to use or occupy the home in accordance with the Purchase Agreement.

“Occupancy Date” means the date the Purchaser is given Occupancy.

“Outside Occupancy Date” means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

“Property” or “home” means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

“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).

“Roof Assembly Date” means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

“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 Occupancy 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

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- 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 condominium 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) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
 - (ii) receipt by the Vendor of confirmation that financing for the 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.

2. The following definitions apply in this Schedule:

“Approval” means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.
“Approving Authority” means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

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

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

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

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Purchaser's Initials: _____



SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing.

PART I Stipulated Amounts/Adjustments

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

See Tarion Addendum B - Part I attached Hereto

In Process



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

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

See Tarion Addendum B - Part II attached Hereto

In Process

ION ADDENDUM SCHEDULE A

Early Termination Conditions

Vendor	Wisman Estates Inc.			Project	TR2
Suite	0010 VETE	Legal Description	UNIT 7 LVL 1 FL 1	Street	175 VETERANS DRIVE

Paragraph 2 (c) to the TARION ADDENDUM to the Agreement of Purchase and Sale is continued as follows:

Condition #1:

Description of Early Termination Condition:
The Purchase Agreement is conditional upon the Vendor receiving confirmation that the Vendor has entered into Purchase Agreements for **at least 60% of the units** in the Building.

The Approving Authority (as that term is defined in Schedule A of the Tarion Addendum) is:
N/A - Factual confirmation by the Vendor

The Date by which Condition #1 is to be satisfied is: 30 day of **SEPTEMBER 2022**

Condition #2:

Description of Early Termination Condition:
The Purchase Agreement is conditional upon confirmation that financing for the project on terms satisfactory to the Vendor has been arranged.

The Approving Authority (as that term is defined in Schedule A of the Tarion Addendum) is:
N/A - The determination of the Vendor in its sole, absolute and unfettered discretion

The Date by which Condition #2 is to be satisfied is: 30 day of **OCTOBER 2022**

Condition #3:

Description of Early Termination Condition:
The Purchase Agreement is conditional upon the Vendor being satisfied the Purchaser has the financial resources to complete the transaction.

The Approving Authority (as that term is defined in Schedule A of the Tarion Addendum) is:
N/A - The determination of the Vendor in its sole, absolute and unfettered discretion

The Date by which Condition #3 is to be satisfied is: **WITHIN 30 DAYS OF ACCEPTANCE OF THIS AGREEMENT BY THE VENDOR**

In the event the Purchaser(s) has not notified the Vendor within the conditional period, upon expiration of the condition, this Agreement shall be deemed firm and binding on all parties whether or not such solicitor review has been arranged.

istments to Purchase Price or Balance Due on Closing (Part I)

Vendor	Wisman Estates Inc.			Project	TR2
Suite	0010 VETE	Legal Description	UNIT 7 LVL 1 FL 1	Street	175 VETERANS DRIVE

PART I Stipulated Amounts/Adjustments

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

1	METER PROVISION AND INSTALLATION FEES FOR: ELECTRICITY, WATER AND GAS	Section 14(g) of Schedule "X"
	\$500.00 plus Applicable Taxes per electricity meter	
	\$500.00 plus Applicable Taxes per water meter	
	\$500.00 plus Applicable Taxes per gas meter	
2	N.S.F. ADMINISTRATIVE FEE (if applicable)	Section 14(i) of Schedule "X"
	\$500.00 plus Applicable Taxes	
3	WIRE TRANSFER ADMINISTRATIVE FEE (IF APPLICABLE)	Section 14(l) of Schedule "X"
	\$150.00 plus Applicable Taxes per Vendor permitted wire transfer/direct deposit	
	\$150.00 plus Applicable Taxes administrative fee per occurrence for non-compliance	
4	REPLACEMENT CHEQUE / POSTPONEMENT OF DEPOSIT ADMINISTRATIVE FEE (IF APPLICABLE)	Section 14(m) of Schedule "X"
	\$250.00 plus Applicable Taxes	
5	RELEASE OF VENDOR'S LIEN (IF APPLICABLE)	Section 14 of Schedule "X"
	\$100.00 plus Applicable Taxes	
6	ASSIGNMENT ADMINISTRATION AND PROCESSING FEE (IF APPLICABLE)	Section 20 of Schedule "X"
	\$5,000.00 plus Applicable Taxes	
7	VENDOR'S SOLICIATOR'S FEES & DISBURSEMENTS RE ASSIGNMENT (IF APPLICALE)	Section 20 of Schedule "X"
	\$1,650.00 plus Applicable Taxes	
8	DEFAULT LETTER / NOTICE	Section 22 of Schedule "X"
	\$500.00 plus applicable fees	
9	REGISTRATION OF DISCHARGES (IF APPLICABLE)	Section 29 of Schedule "X"
	\$250.00 plus Applicable Taxes	
10	FAIL TO INFORM VENDOR OF CHANGE OF PURCHASER'S INFORMATION (IF APPLICABLE)	Section 31(d) of Schedule "X"
	\$250.00 plus Applicable Taxes	
11	ELECTRONIC REGISTRATION SYSTEM FEE	Section 37(a) of Schedule "X"
	\$250.00 plus Applicable Taxes	
12	DEPOSIT ADMINISTRATION / FORM 4 FEE	Section 41 of Schedule "X"
	\$250.00 plus Applicable Taxes	

ments to Purchase Price or Balance Due on Closing (Part II)

Vendor	Wisman Estates Inc.			Project	TR2
Suite	0010 VETE	Legal Description	UNIT 7 LVL 1 FL 1	Street	175 VETERANS DRIVE

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

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

1	OCCUPANCY FEE PAYMENTS / POST-DATED CHEQUES / LAND TAXES AND INTERIM BILLS	Section 4(c) of Schedule "X"
2	SECURITY DEPOSIT / COSTS RE DAMAGES TO CONDOMINIUM (if applicable)	Section 4(d) of Schedule "X"
3	TELEPHONE, CABLE TELEVISION, UTILITY EXPENSES, ETC.	Section 5(b) of Schedule "X"
4	EXTRAS, UPGRADES AND CHANGES	Section 6 of Schedule "X"
5	UTILITY METER(S) INSTALLATION / PROVISION	Section 6 of Schedule "X"
6	AMOUNTS TO INDEMNIFY & SAVE HARMLESS VENDOR/DELCARANT IF BREACH OF PROVISIONS PERTAINING TO WARRANTY AGREEMENT, ETC.	Section 7 of Schedule "X"
7	CONTRIBUTION TOWARDS COMMON EXPENSES AND ADJUSTMENT FOR OCCUPANCY FEES	Section 14(a) of Schedule "X"
8	RESERVE FUND	Section 14(b) of Schedule "X"
9	PREPAID OR CURRENT EXPENSES, CHARGES PAID TO A UTILITY, SERVICE PROVIDER OR CONTRACTOR WITH RESPECT TO SERVICES AND METERS, ETC.	Section 14(c) of Schedule "X"
10	REALTY TAXES, LOCAL IMPROVEMENT RATES ETC.	Section 14(d) of Schedule "X"
11	TRANSACTION LEVY SURCHARGE	Section 14(e) of Schedule "X"
12	ONTARIO NEW HOME WARRANTIES PLAN ACT ENROLMENT FEE	Section 14(f) of Schedule "X"
13	STATUS CERTIFICATE CHARGE	Section 14(j) of Schedule "X"
14	INCREASE IN LEVIES/CHARGES ETC.	Section 14(k) of Schedule "X"
15	ELECTRICITY FEES. COSTS, OR CHARGES, ETC.	Section 14 (n) of Schedule "X"
16	WATER FEES, COSTS, OR CHARGES, ETC.	Section 14 (o) of Schedule "X"
17	GAS SERVICES FEES, COSTS OR CHARGES, ETC.	Section 14 (p) of Schedule "X"
18	TELECOMMUNICATIONS AND/OR INTERNET FEES, COSTS OR CHARGES, ETC,	Section 14 (o) of Schedule "X"
19	VENDOR'S LIEN FEES (IF APPLICABLE)	Section 14 of Schedule "X"
20	PAYMENT OF HST REBATE (IF APPLICABLE)	Section 14 and 42 (d) of Schedule "X"
21	REIMBURSEMENT OF UTILITY SECURITY DEPOSIT (IF APPLICABLE)	Section 14 of Schedule "X"
22	COSTS & EXPENSES OF COURT ORDER TO DELETE AGREEMENT FROM TITLE (IF APPLICABLE)	Section 19 of Schedule "X"
23	INTEREST ON UNPAID SUMS / EXPENSES (IF APPLICABLE)	Section 22 of Schedule "X"
24	VENDOR'S LEGAL FEES, EXPENSES AND COSTS AS A RESULT OF PURCHASER'S (PURCHASER'S SUCCESSORS AND ASSIGNS) OBJECTION(S) OR OPPOSITION (if applicable)	Sections 32(d) and 32(f) of Schedule "X"
25	VENDOR'S SOLICITOR'S LEGAL FEES & DISBURSEMENTS RE: NON-ELECTRONIC DOCUMENTATION / INFORMATION (IF APPLICABLE)	Section 36(a) of Schedule "X"
26	EFTS FEES AND CHARGES (IF APPLICABLE)	Section 36 (b)(iii) of Schedule "X"
27	FAIL TO PROVIDE, CHANGE / AMEND OR PROVIDE INCORRECTION INFORMATION (IF APPLICABLE)	Section 42 of Schedule "X"
28	RENTAL EQUIPMENT COST (IF APPLICABLE)	Section 46 of Schedule "X"

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

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS

Vendor	Wisman Estates Inc.	Project	TR2
Suite	0010 VETE	Legal Description	UNIT 7 LVL 1 FL 1
		Street	175 VETERANS DRIVE

The undersigned acknowledges that he/she/they have received the following documents from High Rose Homes Inc. for the residential condominium being developed at 255 Dover Drive, Milton, Ontario

(a) Copy of the Current Disclosure Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998 including the following items:

- (i) Disclosure Statement Table of Contents
- (ii) Disclosure Statement;
- (iii) proposed Declaration;
- (iv) proposed By-Laws;
- (v) proposed management agreement;
- (vi) Budget Statement;
- (vii) Sections 73 and 74 of the Act - purchaser's right to rescind;
- (viii) plan showing the overall site of the Condominium;
- (ix) standard unit definition;
- (x) the proposed rules governing the corporation; and
- (xi) a list of recreational and other amenities.

(b) Purchaser acknowledges and agrees that a scanned copy of the executed Agreement of Purchase and Sale and all schedules attached / referenced therein and Condo Docs will be provided by email to the email address provided by the purchaser(s) and delivery receipt of said email shall be deemed to be the start of the 10 day rescission period as set out in Section 73(2) of the Condominium Act, 1998 and Purchaser(s) further acknowledge and agree that the Purchaser(s) has until 11:59 p.m. on that date to terminate or cancel the Agreement of Purchase and Sale, for any reason and receive a return of his/her deposit.

DATED Wednesday the 8th day of July 2020

<div>Witness</div>	<div>DocuSigned by: Jessica MacInnis 8FFAF05A714A4AD...</div> <div>Purchaser - ADRIEN ANDRE</div>
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Executed by Purchaser on: July 08, 2020

Accepted by Vendor on:

Picked up by Purchaser OR Scanned & Emailed on: _____ day of _____, 2020

Rescission Period Ends at 11:59 p.m. on _____ day of _____, 2020

Delivery Receipt Attached

AGENT / BROKER DISCLOSURE

RE: SALE TO:

Purchaser(s): **ADRIEN ANDRE**

Lot 0010 VETE

Street: 175 VETERANS DRIVE

PURCHASER TO DISCLOSE AND CONFIRM ONE OF THE FOLLOWING:

Initial

Purchaser(s) acknowledge and agree that they **are** represented by a Co-Operating Broker / Agent.

ROSEHAVEN OUTSIDE AGENT REFERRAL FORM ATTACHED HERETO

Initial

—DS

JM

Purchaser(s) acknowledge and agree that they **do not** have a Co-Operating Broker / Agent acting on their behalf and that no Co-Operating Broker / Agent will be compensated through the Vendor for this transaction.

DATED this 8th day of July 2020.

DocuSigned by:

Jessica MacInnis

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Purchaser: **ADRIEN ANDRE**

moMS_103.rpt 03july20

— DS

JM

PURCHASER’S AGENCY DISCLOSURE ACKNOWLEDGEMENT

The Purchaser(s) herein acknowledge ALVI REALTY SERVICES INC. has an agency relationship with the Vendor: Wisman Estates Inc. and will be compensated through the Vendor. This compensation is usually called commission and usually takes the form of a fee of payment from the Vendor of the real property upon successful completion of the real estate transaction.

An agency relationship is created where one person , known as the principal asks another person, known as the agent, to act for and on behalf of the principal. The principal will define the nature and extent of the agency relationship, in other words, what the agent is being asked to do. In real estate transactions, agency relationships are created when vendors or purchasers ask Realtors to act on their behalf in real estate transactions.

An agent who represents a principal (vendor) owes that principal (vendor) the highest duty of “utmost faith”, the agent must represent the principals (vendors) best interests at all times. The agent owes his principal (vendor) a duty of confidentiality regarding information about the principal (vendor). However, the purchaser can expect the Realtor to disclose all pertinent information about the property, not to misrepresent any facts, and to honestly answer all questions about the property. This has been a usual form of relationship for many years in the real estate industry.

As Purchaser, I/we confirm and acknowledge being advised that, and consent to the fact that ALVI REALTY SERVICES INC. acts as agent only for the Vendor and it will be compensated only by the Vendor.

In Process

DATED Wednesday the 8th day of July 2020

Witness

DocuSigned by:
Jessica MacInnis

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Purchaser - ADRIEN ANDRE