



AGREEMENT OF PURCHASE AND SALE

The undersigned hereby agrees to and with the undersigned Vendor to purchase the Property described below on the following terms:

Purchaser: «BuyerFullName» D.O.B.: «BuyerDOB»
Purchaser: «CobuyerFullName1» D.O.B.: «CobuyerDOB1»«CoBuyer1BirthDate»
Vendor: «ProjectLegalName»
Real Estate Broker: Blue Diamond Realty Corporation
Lot No.: «LotORSuiteORUnitNumber» Plan No.: TBD
Street Address: «LotAddress»
in the TOWN OF OAKVILLE, in the REGIONAL MUNICIPALITY OF HALTON
Model Type: «ModelCode»
Model Description: «ModelDescription»
Approximate Frontage: As Per Site Plan Approximate Depth: As Per Site Plan

Purchase Price: «ProjectedTotalSale»
«TableStart:Deposits»
Deposit Date: «DepositDueDateText» Deposit Amount: \$«DepositAmount»
«TableEnd:Deposits»

The following Schedules are appended hereto and form part hereof:
“A”, “B”, “C”, “D”, “E”, “FP”, “G”, “H”, “HB”, “I”, “PE2”, “SP”, TARION

Date of Offer: «ContractDate»
Irrevocable Date: «FinalSaleDate»
Closing Date: «TargetClosingDate»
Purchaser’s Address: «PrimaryBuyerAddress»

Res. No: «BuyerPhone»
E-mail: «BuyerEmail»

SIGNED, SEALED AND DELIVERED in the Presence of

«BuyerSignature» SEAL
Purchaser:«BuyerFullName»

«CobuyerSignature1» SEAL
Purchaser:«CobuyerFullName1»

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

ACCEPTED on
«BuilderApprovalGroupMember2DigitalSignat»

Vendor’s Solicitors:
Miller Thomson LLP
Attention: Robert J. Gray
100 New Park Place, Suite 700
Vaughan, Ontario L4K 0H9
Tel.: 905-532-6600
Fax: 905-660-0159

«ProjectLegalName»

Per:

«BuilderApprovalGroupSignatureMember2»

Authorized Signing Officer

*First Deposit by Certified Cheque Only

SCHEDULE "A"
Primont (Joshua Creek) Inc.
Rear Lane Townhouse series (Page 1 of 2)

This Schedule forms part of, and is to be read in conjunction with the attached Agreement of Purchase and Sale.

The following quality features are included in the purchase price at no extra cost to the purchaser(s) and to be attached to the Agreement of Purchase and Sale. Selection only of interior colours are applicable and are to be made from the Vendor's range of quality samples.

DISTINCTIVE EXTERIOR/CONSTRUCTION FEATURES

1. Elegant architectural upgraded exteriors surpassing community architectural guidelines.
2. Genuine clay brick elevations with precast window sills, exquisite brick detailing, soldier coursing and other masonry, stone detailing together with maintenance free modern metal siding and panels (as per plan).
3. Pre-selected exterior colour package.
4. Metal faced and insulated roll-up garage door with decorative lite inserts (as per plan). Garage door installed with heavy-duty springs and long life rust resistant hardware.
5. Stained eight (8') foot high woodgrain fiberglass front entry door(s) with weather stripping.
6. Vinyl casement double glazed windows and doors with Low-E glass, argon filled space and screened opening windows.
7. Heavy-duty 2-ply flat roofing systems.
8. Energy conserving insulation to all exterior walls and ceilings to meet or surpass Ontario Building Code requirements.
9. 3/8" plywood roof sheathing and 5/8" OSB sheathing for terrace and balcony areas, as per plan. Terrace and balcony areas to receive durable exterior outdoor terrace decking.
10. Pre-finished maintenance free aluminum, soffits, fascia, eavestrough and downspouts.
11. Walkways, precast slabs and steps at main entrance where applicable. Number of steps may vary from that shown according to grading conditions and municipal requirements and cannot be guaranteed.
12. One exterior hose bib plus one in garage area. Builder to determine location.
13. Dead bolts on main entry door and garage access door where applicable, as per plan.
14. Yard to be sodded.
15. Asphalt driveways (as per Schedule "I").
16. 2" x 6" exterior wall construction for extra rigidity factor.
17. Modern black coach lamps at terrace and balconies and recessed pot light at main entrance and at garage door.
18. Satin nickel finish grip set to main entrance only.
19. Primont municipal address plaque provided.
20. Metal insulated garage access door into home if grade permits.
21. Aluminum framed exterior glass railings.

BASEMENT FEATURES

22. Poured concrete foundation walls and steel beam support as required by plan.
23. Heavy-duty damp proofing on all exterior foundation walls including a drainage layer.

INTERIOR FEATURES

24. All models to have approximately nine (9') foot ceilings on ground floor, ten (10') foot ceilings on main floor and nine (9') foot ceilings on third floor, excluding any dropped areas due to low headroom, mechanical and structural requirements as per model type.
25. 8' arches on main floor, 6'-8" arches on ground and third floor, as per plan.
26. Purchaser's selection of one paint colour throughout from Builder's standard samples.
27. 2-panel "Cambridge Series" doors to be painted white. Main floor to have 8' doors and 6' 8" doors on ground and third floors.
28. Interior doors to include satin nickel finish levers.
29. Smooth finish ceilings throughout.
30. Modern trim package including 4-1/2" flat stock baseboards and 2-1/2" flat stock casings, to be painted white.
31. Luxury oak staircase with oak veneered risers and stringers throughout finished areas, with closed risers, in natural finish.
32. Solid oak railings and nosings with 1-5/16" square pickets in natural finish throughout finished areas.

FLOORING FEATURES

33. All tongue and groove 5/8" sub-floors to be sanded and fastened with nails and screws.
34. Purchaser's selection of imported ceramic floor tiles (12" x 12" or 13" x 13") in foyer, laundry, mud room and powder room, as per plan, from Builder's standard samples.
35. 3" x 3/4" natural finish oak hardwood flooring throughout all non-tiled areas on main floor and stair landings, as per plan.
36. Purchaser's selection of quality 40 oz broadloom with 11mm/7lb density under pad, throughout all non-tiled areas on ground floor and third floor bedrooms, third floor hallway and closets (one colour throughout) from Builder's standard samples.

LAUNDRY FEATURES

37. Single white laundry tub set in a white melamine base cabinet with laminate countertop and chrome two handle faucet. Washing machine hookups and drain.
38. Venting and heavy-duty wiring and receptacle for dryer.

GOURMET KITCHEN FEATURES

39. Double stainless steel undermount Blanco sink with chrome finish pullout faucet.
40. Stainless steel exhaust fan over stove area vented to the exterior.
41. Heavy-duty wiring and receptacle for stove.
42. Purchaser's selection of premium kitchen cabinets and granite countertops from Builder's standard samples.
43. Extended upper cabinets in kitchen (approx. 50" in height).
44. Extended breakfast bar(s), as per plan.

LUXURY BATHROOM FEATURES

45. White plumbing fixtures in all bathrooms.
46. Chrome faucets for all bathroom and powder room vanities. Chrome fittings in all showers with pressure balanced and temperature control valves.

- 47. Master ensuite to include freestanding acrylic tub and separate framed glass shower enclosure with white mosaic tile base, as per plan.
- 48. Deep acrylic tubs throughout, as per plan.
- 49. Purchaser’s selection of premium vanity cabinets and laminate countertops in all bathrooms and powder room, as per plan, from Builder’s standard samples.
- 50. Exhaust fans in all bathrooms.
- 51. Privacy locks on all bathroom doors.
- 52. Plate mirrors above vanities in all bathrooms.

SCHEDULE “A”
Primont (Joshua Creek) Inc.
Rear Lane Townhouse series (Page 2 of 2)

- 53. Purchaser’s choice of 8” x 10” imported bathroom shower wall tiles, selected from Builder’s standard samples.
- 54. Purchaser’s choice of 12” x 12” or 13” x 13” imported bathroom floor tiles, selected from Builder’s standard samples.
- 55. Pot light in master ensuite shower stall.

HEATING/INSULATION FEATURES

- 56. Multiple zoned high velocity air distribution system, for a premium heating environment, with each zone to have a separate programable thermostat, locations to be determined by the Builder.
- 57. Line set and power provisions to be installed for future air conditioning unit (by others).
- 58. Tankless water heating equipment (gas) for on-demand hot water supply, on a rental basis.
- 59. Insulation to be as per Ontario Building Code at time of issuance of building permits.
- 60. Spray foam insulation over garage ceilings, with habitable space above and top floor ceilings. (Top floor ceilings can be batt)

ELECTRICAL FEATURES

- 61. All homes with 100-amp breaker panel service.
- 62. One ceiling mounted receptacle for future electric garage door opener.
- 63. White Decora switches and receptacles.
- 64. All wiring in accordance with the Ontario Hydro Standards.
- 65. Ceiling or wall mounted light fixtures throughout, locations to be determined by the Builder.
- 66. Smoke detectors with built in carbon monoxide detector as per Ontario Building code.
- 67. One exterior receptacle in garage wall area and one at all exterior door(s), locations to be determined by Builder.
- 68. Complete electrical door chime.
- 69. Two rough-in RG-6 TV cable outlets (one in family room and one in master bedroom), locations to be determined by Builder.
- 70. Two rough-in CAT-5e telephone outlets (one in kitchen and one in master bedroom), locations to be determined by Builder.

BUILDER’S WARRANTY/COVERAGE

- 71. Primont is backed by the Taron Warranty Corporation and has attained the Customer Service Excellence Rating.
- 72. Seven (7) years – major structural defects.
- 73. Two (2) years – plumbing, heating and electrical systems.
- 74. As per Taron Warranty Corporation program requirements.

All Purchaser’s selections from Builder’s standard samples. A wide variety of upgrades and options are available. Specifications, terms and conditions are subject to change without notice. The Purchaser acknowledges that the Vendor has the right to substitute materials and finishes of equal or better quality. All sketches are artist’s renderings only and do not form part of this Agreement.

All interior colours and materials are to be selected from Builder’s samples within 10 days of acceptance of offer, failing which, the Vendor may exercise all of the Purchaser’s rights to colour selections herein. Such selections by the Vendor shall be binding as if the Purchaser would have made such selections. No changes whatsoever will be permitted in items selected by the Purchaser, with the exception of a shortage or discontinuation of item(s) selected. Specifications can change without notice.

All plans and specifications are subject to modification from time to time, according to Taron Warranty Program rules and regulations.

Number of steps at front and rear may vary from that shown according to grading conditions and Municipal requirements and cannot be guaranteed. The Purchaser acknowledges that finishing materials contained in any model home may be upgraded for display purposes only and may not be of the same grade or type or may not necessarily be included in the dwelling unit purchased herein.

Variations in uniformity and colour from Vendor’s samples may occur in finished materials, kitchen and vanity cabinets, floor and wall finishes due to normal production processes or discontinued production schedule. Hardwood flooring may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Actual square footage is measured per Taron requirements and may vary slightly depending on elevation selected and construction variances.

Ceilings and walls may be modified to accommodate mechanical systems.
Features shown on the floor plans and drawings as optional are not standard and may be available as upgrades.
Asphalt driveways at Purchaser’s expense (on closing).
The Vendor will not allow the Purchaser to do any work and/or supply any material to finish dwelling before the closing date.
Purchaser is notified that garage entry doors (where applicable) may be lowered or eliminated to accommodate grading if required by the Municipality’s or Developer’s engineering control.
House types, streetscapes and final house sitings are subject to final approval by the applicable Municipality and Design Control Architect.
E. & O.E. June 15, 2021.

Authorized Signing Officer

Purchaser: «BuyerFullName»

Purchaser: «CobuyerFullName1»

SCHEDULE "A"
Primont (Joshua Creek) Inc.
36 & 38 series (Page 1 of 2)

This Schedule forms part of, and is to be read in conjunction with the attached Agreement of Purchase and Sale.

The following quality features are included in the purchase price at no extra cost to the purchaser(s) and to be attached to the Agreement of Purchase and Sale. Selection only of interior colours are applicable and are to be made from the Vendor's range of quality samples. Exterior colours are to be chosen by the Purchaser with the Vendor's approval.

DISTINCTIVE EXTERIOR/CONSTRUCTION FEATURES

1. Elegant architectural upgraded exteriors surpassing community architectural guidelines.
2. Genuine clay brick elevations with stone window sills, exquisite brick detailing, soldier coursing, brick archways, keystones and other masonry and stone detailing, siding and ornamental details (as per plan).
3. Metal insulated sectional roll-up garage door(s) with decorative lite inserts where applicable, as per plans. Garage door(s) installed with heavy-duty springs and long life rust resistant hardware.
4. 8 ft. Metal insulated front entry door(s) with weather stripping on elevation A and C models.
5. 8 ft Fiberglass front entry door(s) with weather stripping and multi point hardware on elevation B models.
6. Energy Star qualified windows and doors with Low-E glass and argon filled space. Opening windows are screened with internal grills on all front elevations A and B, where applicable, as per plans. Vinyl thermopane sliders in basement including screens.
7. Self-sealed asphalt shingles with a 25 year limited manufacture's warranty.
8. Energy conserving insulation to all exterior walls and ceilings to meet Ontario Building Code requirements.
9. 3/8" plywood roof sheathing.
10. Pre-finished low maintenance aluminum soffits, fascia, eavestrough and down spouts.
11. Walkways, precast slabs and steps at front and patio rear area where applicable. Number of steps at front and rear patio may vary from that shown according to grading conditions and municipal requirements, and cannot be guaranteed.
12. One exterior hose bib plus one in garage area. Builder to determine locations.
13. Dead bolts on all exterior swing doors where applicable, as per plan.
14. Yard to be sodded.
15. Paved driveways.
16. 2" x 6" exterior wall construction with structural sheathing for extra rigidity factor.
17. Decorative black cast aluminum coach lamps and satin nickel entry hardware to exterior front elevation only.
18. Municipal address plaque provided.
19. Metal insulated garage access door into home if grade permits (maximum 2 risers).
20. Optional metal insulated side entrance door into home, where grade permits, as per plan.

BASEMENT FEATURES

21. Poured concrete basement walls & steel beam support as required by plan. Heavy-duty damp proofing on all exterior foundation walls including drainage layer.
22. Rough in drain for 3 piece bathroom in basement (rough in area is a proposed location only and is subject to change due to drainage requirements).
23. Cold storage room, as per plan.

INTERIOR FEATURES

24. All models are to have approximately ten (10') foot ceilings on main floor and nine foot (9') ceilings in basement and second floor.
25. Purchaser's selection of one paint colour throughout from Builder's standard samples.
26. 2-panel "Cambridge Series" doors and trim work to be painted white. Main floor to have 8' doors and 6'8" doors on second floor.
27. Interior doors to include satin nickel levers as per Builder's standard samples.
28. Smooth finish ceilings throughout main floor, bathroom(s) and laundry room and stippled ceilings (white) with smooth border throughout second floor
29. Luxurious trim package including 5 1/4" colonial baseboards and 3" casings with backband to be painted white.
30. Luxury oak staircase from main floor to second floor and main to lower landing (closed risers), in natural finish, as per plan.
31. Solid oak railings and nosings with wrought iron pickets (from Builder's standard samples).
32. Direct vent gas fireplace with ornamental wood mantel painted white, as per plan.

FLOORING FEATURES

33. All tongue and groove 5/8" sub-floors to be sanded and fastened with nails and screws on an Engineered Sub-Flooring System.
34. Purchaser's selection of imported porcelain or ceramic floor tiles (12" x 12" or 13" x 13") in foyer, kitchen, breakfast area, laundry room and powder room (as per plan) from Builder's standard samples.
35. 3" x 3/4" natural oak finish hardwood flooring throughout all non-tiled areas of main floor and upper hallway.
36. Purchaser's selection of quality 40oz broadloom with 11mm/7lb density under pad throughout second floor from Builder's standard samples (one colour throughout).

LAUNDRY FEATURES

37. Single laundry tub set in white melamine base cabinet with laminate countertop, faucet and drain. Washing machine hookups, as per plan (cabinet base not included if laundry in basement).
38. Dryer vent and electrical plug.

GOURMET KITCHEN FEATURES

39. Purchaser's selection of premium kitchen cabinets.
40. Professional stainless steel chimney style hood fan.
41. Meta- box drawer system with self close.
42. Heavy-duty wiring and receptacle for stove.
43. Rough-in plumbing and electrical for future dishwasher. (Space left open in kitchen cabinetry).
44. Granite countertops, from Builder's standard samples, with single basin stainless steel undermount sink and pull-out faucet.
45. Extended height upper cabinets in Kitchen.
46. Extended flush breakfast bars, as per plan.
47. Ceramic backsplash above kitchen and servery counters as per plan, from Builder's standard samples.

SCHEDULE "A"
Primont (Joshua Creek) Inc.
36 & 38 series (Page 2 of 2)

LUXURY BATHROOM FEATURES

48. White plumbing fixtures in all bathrooms.
49. Chrome faucets for all bathroom vanities & showers as per Builder's samples. Showers with pressure balanced & temperature control valves.
50. Master ensuite bath to include separate shower with a tiled base and freestanding five (5') foot acrylic tub, according to plan.
51. Deep acrylic tubs throughout, as per plan.
52. Powder room includes square white pedestal sink, as per plan.
53. Purchaser's selection of premium vanity cabinets and laminate countertops in all bathrooms, from Builder's standard samples.
54. Granite countertop in master ensuite with square undermount basin from Builder's standard samples.
55. Exhaust fans in all bathrooms according to the current Ontario Building Code.
56. Privacy locks on all bathroom doors.
57. Plate mirrors above vanities in all bathrooms and makeup counters, as per plan.
58. Purchaser's choice of 8"x 10" imported bathroom wall tiles, from Builder's standard samples. Purchaser's choice of 13"x 13" imported bathroom floor tiles, from Builder's standard samples.
59. Frameless glass shower enclosure with recessed pot light in master ensuite, as per plan.
60. Framed glass shower enclosure with surface mounted light in secondary ensuite, as per Plan.

HEATING/INSULATION FEATURES

61. Forced air high-efficiency gas furnace.
62. Ductwork sized for future air conditioning.
63. Rough in for future central vacuum to garage.
64. Hot water tank (gas) on a rental basis.
65. Digital programmable thermostat located in a central location on main floor.
66. Spray foam insulation over garage ceilings, with habitable space above.
67. Complete duct cleaning.

ELECTRICAL FEATURES

68. LED lightbulbs throughout interior and exterior of home.
69. All homes with 200-amp breaker panel service.
70. White Decora switches and plugs throughout.
71. All wiring in accordance with the Ontario Hydro Standards.
72. Standard light fixtures throughout except living room. Model GAE 38-03 will have a ceiling light fixture in the living/ dining room with location determined by the Builder.
73. Smoke detectors on all floors or as per current Ontario Building Code with built in Carbon Monoxide detector as per current Ontario Building Code.
74. One exterior electrical plug at rear elevation and one at front door. Location to be determined by the Builder.
75. Electrical door chime.
76. Two roughed- in TV Cable locations (one in Family Room and one in Master Bedroom), location to be determined by Builder.
77. Two roughed-In Telephone outlets locations, one in Kitchen, and one in master bedroom. Exact location to be determined by Builder.
78. Over-head garage door electrical ceiling plug for each separate door.
79. Rough in conduit for future electrical car charging station.

BUILDER'S WARRANTY/COVERAGE

80. Primont Homes is backed by the Tarion Warranty Corporation and has attained the Customer Service Excellence Rating.
81. Seven (7) years – major structural defects
82. Two (2) years – plumbing, heating and electrical systems
83. As per Tarion Warranty Corporation program requirements

All Purchaser's selections from Builder's standard samples. A wide variety of upgrades and options are available. Specifications, terms and conditions are subject to change without notice. The Purchaser acknowledges that the Vendor has the right to substitute materials and finishes of equal or better quality. All sketches are artist's renderings only and do not form part of this Agreement.

All interior and exterior colours and materials are to be selected from Builder's samples within 10 days of acceptance of offer, failing which, the Vendor may exercise all of the Purchaser's rights to colour selection herein. Such selections by the Vendor shall be binding as if the Purchaser would have made such selections. No changes whatsoever will be permitted in colours selected by the Purchaser, with the exception of a shortage or discontinuation of item(s) selected. Specifications can change without notice.

All plans and specifications are subject to modification from time to time, according to Tarion Warranty Program rules and regulations.

Number of steps at front and rear may vary from that shown according to grading conditions and Municipal requirements, and cannot be guaranteed.

The Purchaser acknowledges that finishing materials contained in any model home may be upgraded for display purposes only and may not be of the same grade or type or may not necessarily be included in the dwelling unit purchased herein.

Variations in uniformity and colour from Vendor's samples may occur in finished materials, kitchen and vanity cabinets, floor and wall finishes due to normal production processes or discontinued production schedule. Hardwood flooring may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Actual square footage is measured per Tarion requirements, and may vary slightly depending on elevation selected and construction variances.

Ceilings and walls may be modified to accommodate mechanical systems.

Features shown on the floor plans and drawings as optional are not standard and may be available as upgrades.

Asphalt driveways at Purchaser's expense (on closing).

The Vendor will not allow the Purchaser to do any work and/or supply any material to finish dwelling before the closing date.

Purchaser is notified that garage entry doors (where applicable) may be lowered or eliminated to accommodate grading if required by the Municipality's or Developer's engineering control.

House types, streetscapes and final house sitings are subject to final approval by the applicable Municipality and Design Control Architect.

E. O.E. June 15, 2021

Authorized Signing Officer

Purchaser: «BuyerFullName»

Purchaser: «CobuyerFullName1»

DRAFT

SCHEDULE “A-FB”
Primont (Joshua Creek) Inc.
Finished Basement Features – Joshua Creek

BASEMENT FEATURES

- 1. All models to have approximately nine (9') foot ceiling height to finished portion of basement level, excluding any dropped areas due to possible low headroom, mechanical and structural requirements, as per model type.
- 2. Poured concrete basement walls & steel beam support as required by plan. Heavy-duty damp proofing on all exterior foundation walls including drainage layer.
- 3. Unfinished cold storage room, as per plan.
- 4. Purchaser's selection of one paint colour throughout finished basement from Builder's standard samples.
- 5. 2 panel “Cambridge Series” interior doors to be 6’8” in height complete with trim to be painted white.
- 6. Interior doors to include satin nickel finish levers as per Builder’s standard samples.
- 7. Stippled ceilings (white) throughout finished basement (excluding mechanical room, low headroom storage space under stairs and cold cellar).
- 8. Trim package including 4-1/8"colonial baseboard and 2-3/4" colonial casing to be painted white.
- 9. Carpeted staircase from main to lower level from Builder’s 35 oz standard samples including painted stringers.
- 10. Natural Finish oak railings and nosings with 1-5/16" oak pickets as per Builder’s standard sample, where applicable, as per plan. Some models may require handrail only.

FLOORING FEATURES

- 11. Purchaser’s selection of quality 35 oz broadloom with 11mm/7 lb density underpad throughout, from Builder’s samples (one colour throughout),, excluding cold cellar, mechanical room and storage space.

LUXURY BATHROOM FEATURES

- 12. White plumbing fixtures in bathroom.
- 13. Chrome faucet for bathroom vanity and bathtub, as per Builder’s samples.
- 14. Deep acrylic tub.
- 15. Purchaser’s selection of premium vanity cabinet and arborite countertop with standard basin in bathroom as per Builder’s standard samples.
- 16. Exhaust fan in bathroom in accordance with the current Ontario Building Code.
- 17. Privacy lock on bathroom door.
- 18. Plate mirror above vanity in bathroom.
- 19. Purchaser’s choice of 8” x 10” imported Bathroom wall tiles and 13” x 13” imported Bathroom floor tile, as per Builder’s standard samples.

HEATING FEATURES

- 20. Fully enclosed unfinished mechanical area.
- 21. Line set and empty conduit installed, location to be determined by Builder, for future air conditioning (by others).

ELECTRICAL FEATURES

- 22. White Decora switches and plugs.
- 23. All wiring in accordance with the Ontario Hydro Standards.
- 24. Standard ceiling light fixtures throughout basement, excluding cold storage, mechanical room and storage space.
- 25. Smoke detectors on all floors or as per new Ontario Building Code with built in Carbon Monoxide detector as per Building code.
- 26. One roughed- in TV Cable location, location to be determined by Builder.

BUILDER’S WARRANTY/COVERAGE

- 27. Primont Homes is backed by the Tarion Warranty Corporation and has attained the Customer Service Excellence Rating.
- 28. Seven (7) years – major structural defects.
- 29. Two (2) years – plumbing, heating and electrical systems.
- 30. As per Tarion Warranty Corporation program requirements.

All Purchaser’s selections from Builder’s standard samples. A wide variety of upgrades and options are available. Specifications, terms and conditions are subject to change without notice. The Purchaser acknowledges that the Vendor has the right to substitute materials and finishes of equal or better quality. All sketches are artist’s renderings only and do not form part of this Agreement.

All interior and exterior colours and materials are to be selected from Builder’s samples within 10 days of acceptance of offer, failing which, the Vendor may exercise all of the Purchaser’s rights to colour selection herein. Such selections by the Vendor shall be binding as if the Purchaser would have made such selections. No changes whatsoever will be permitted in colours selected by the Purchaser, with the exception of a shortage or discontinuation of item(s) selected. Specifications can change without notice. All plans and specifications are subject to modification from time to time, according to Tarion Warranty Program rules and regulations.

Number of steps at front and rear may vary from that shown according to grading conditions and Municipal requirements and cannot be guaranteed. The Purchaser acknowledges that finishing materials contained in any model home may be upgraded for display purposes only and may not be of the same grade or type or may not necessarily be included in the dwelling unit purchased herein.

Variations in uniformity and colour from Vendor’s samples may occur in finished materials, kitchen and vanity cabinets, floor and wall finishes due to normal production processes or discontinued production schedule. Hardwood flooring may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Actual square footage is measured per Tarion requirements, and may vary slightly depending on elevation selected and construction variances. Ceilings and walls may be modified to accommodate mechanical systems. Features shown on the floor plans and drawings as optional are not standard and may be available as upgrades. Asphalt driveways at Purchaser’s expense (on closing). The Vendor will not allow the Purchaser to do any work and/or supply any material to finish dwelling before the closing date. Purchaser is notified that garage entry doors (where applicable) may be lowered or eliminated to accommodate grading if required by the Municipality’s or Developer’s engineering control. House types, streetscapes and final house sitings are subject to final approval by the applicable Municipality and Design Control Architect. E. O.E. June 15, 2021

Authorized Signing Officer

Purchaser: «BuyerFullName»

Purchaser: «CobuyerFullName1»

SCHEDULE "B" – CASH OFFER

1. In this Agreement, the following terms have the following meanings:
 - (a) "Real Property": the Land and the Dwelling.
 - (b) "Land": The parcel of land described as the Lot Number, Plan Number and Street address set out on page 1 of the Agreement of Purchase and Sale.
 - (c) "Dwelling": the house to be constructed on the Land pursuant to this Agreement.
 - (d) "Developer": any predecessor in title to the Land who has entered into obligations with the Municipality for subdivision or servicing of the Land.
 - (e) "Municipality": any municipal corporation, whether local or regional, having jurisdiction over the Land.
2. The Purchaser agrees that this Agreement is subordinate to and postponed to any mortgage now or hereafter affecting the Real Property.
3. The Purchase Price shall be increased or adjusted as of Closing by the following:
 - (a) any charges paid to a public utility for the connection of water, hydro, gas and sewer services or the installation of a water, hydro, gas and sewer meters;
 - (b) the enrolment fee required pursuant to the Ontario New Home Warranty Program;
 - (c) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. (THE PURCHASER IS ADVISED that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor, and wholly or partly the responsibility of the Purchaser).
 - (d) In the event that the Municipality, Region, Board of Education, School Board, GO Transit or other authority having jurisdiction imposes or has imposed a new levy, development charge or education development charge or any other monetary obligation of any kind (herein severally and collectively called the "Levy") for capital programs or otherwise, for schools or health services or any other services howsoever imposed including pursuant to the provisions of the Development Charges Act, R.S.O. 1990, as amended from time to time, and such levy is paid or requested to be paid by the Vendor, the Purchaser agrees to pay the Levy to the Vendor as an adjustment on closing plus any applicable Goods and Services Tax thereon. The amount of the Levy shall be determined by a Statutory Declaration sworn on the part of the Vendor, which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
 - (e) The Purchaser agrees that from the Date of Acceptance of this Agreement any increase in levies (Regional, Municipal, P.U.C.) or any implementation of any new levy shall be the sole responsibility of the Purchaser and shall be paid to the Vendor on closing.

See also Schedule "I" attached hereto. In the event of inconsistencies between the provisions of this Schedule "B" and the provisions of Schedule "I," the provisions of Schedule "I" shall prevail.

The Closing Date itself shall be apportioned to the Purchaser. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor.

The Purchaser agrees to pay after Closing any charges for water, hydro, fuel and other services. The parties agree to readjust any of the items above where appropriate after Closing.

4. The sitings and plans and specifications of the Dwelling including architectural details and exterior finishes may be subject to approval by the Developer or the Municipality. If any such required approval is not obtained, the Vendor may in writing terminate this Agreement within forty-five (45) days of the later of the date of this Agreement or subdivision plan registration. In that case, the Deposit shall be returned without interest or deduction and this Agreement shall be at an end. However, the parties shall accept minor modifications which the Developer or Municipality may require, including walkouts, narrowed driveway entrances, decks, side porches or a reverse layout (mirror image).

If the Land is a lot on a plan of subdivision, which has not yet been registered, lot sizes or dimensions are also subject to change without notice provided they are not substantially varied.

This Agreement is conditional upon the Vendor obtaining compliance at its own expense with the subdivision control provisions (Section 50) of the Planning Act.

5. The Vendor agrees that it will complete the Dwelling in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office. All work will be performed in a workmanlike manner, free from defects in material and in compliance with the Ontario Building Code. All Construction Lien Act claims for materials or services supplied to the Vendor shall be the responsibility of the Vendor. The Vendor may substitute other materials of at least equal quality for those specified and may alter the plans and specifications, provided that such substitution or alteration shall not diminish the value of the Real Property or substantially alter the Dwelling.

If the stage of completion of the Dwelling permits, the Purchaser may be requested by the Vendor to select certain colours and materials from the Vendor's samples. If any selection of the Purchaser is not reasonably available during construction so that the Vendor by seeking to obtain it would be delayed in the construction of this or other dwellings, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples. If the Purchaser has not made or approved selections within seven (7) days of the date of this Agreement in the case of original selections, or seven (7) days of written request in the case of an alternate selection, the Vendor may exercise all of the Purchaser's rights to colour and material selection and such selections by the Vendor shall be binding on the Purchaser.

The Purchaser will not enter the Real Property unless accompanied by a representative of the Vendor.

Hot water heater and tank may not be included in the Purchase Price if rented. In this regard, the Purchaser acknowledges that (i) the water heater is to be non-owned; (ii) the terms governing the lease/rental for the water heater will be provided by the Vendor prior to closing and the Purchaser may be required to execute a lease/rental document containing the terms prior to closing and/or pay a deposit or other fee; and (iii) the terms of the lease/rental may contain a buy-out option allowing the Purchaser to purchase the water tank if desired. If any provider of hot water tanks no longer rents hot water tanks and if arrangements are not made with another supplier for the installation of a water heater on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on closing, the cost of the water heater and tank, such cost to be determined by statutory declaration sworn on the part of the Vendor.

Extras shall be paid for in advance and such payment shall not be refunded if this transaction is not completed by reason of the Purchaser's default. If this Agreement is ended in circumstances in which the Deposit is to be returned to the Purchaser, any amount paid for extras shall also be returned. If an extra is omitted, the Purchaser shall be credited with the amount which the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

6. For the purpose of closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the building reasonably may be occupied, notwithstanding that there remains exterior work to be completed including, but not limited to, painting, driveway paving, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work.

The Purchaser will not occupy the Dwelling until the Municipality consents if such consent is required, and closing will be postponed until such consent is given. It is a requirement for occupancy that the Municipality inspect the Dwelling and issue an occupancy permit or certificate, such permit or certificate may not be available for delivery to the Purchaser on Closing. Provided that the Dwelling has been inspected and approved for occupancy by the Municipality on or before Closing, the Purchaser shall accept the undertaking of the Vendor to provide a copy of the occupancy permit or certificate to be issued by the Municipality as soon as possible after closing.
7. The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor prior to closing, during normal working hours to inspect the Real Property and verify that the Dwelling has been completed in accordance with the provisions of this agreement.
8. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the form of Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranty Program, which the Purchaser covenants to execute. This Certificate when executed by the Vendor, together with the warranty itself under the Ontario New Home Warranty Program, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling. Such work will be performed as soon as is reasonably practicable.
9. Title to the Land shall be good and free from encumbrances except that it may be subject to subdivision or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights required by the Vendor, Developer, Municipality or other affecting authorities including utilities, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted. The Purchaser shall satisfy himself or herself as to compliance with such matters. Title may also be subject to easements for maintenance or encroachment required for adjoining properties and to the encroachments permitted thereby. If any of the foregoing easements, restrictions or rights are required to be created after Closing the Purchaser shall execute any documents

SCHEDULE "B" – CASH OFFER

needed. The rights of re-entry referred to in Paragraph 13 shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser.

Municipal subdivision agreements regulate development. The Purchaser should enquire of the Municipality and Vendor whether the applicable subdivision agreement contains special warnings, construction or servicing requirements, easement, fences or berms or other matters affecting the Land or Dwelling. The Purchaser agrees to execute an Acknowledgement prior to closing that the Purchaser has received copies of all such Warning Clauses from the Vendor.

The Purchaser be allowed until fifteen (15) days before the Closing Date to examine the title at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate act or negotiations, be at an end and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Land. The Purchaser is not to call for the production of any title deeds, or other evidence of title except as are in the possession of the Vendor.

The Vendor shall provide a survey of the Real Property at least 10 days before closing.

10. Title to the Land may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor's Solicitor's written undertaking to remove such encumbrances on title within a reasonable time after Closing if accompanied by:
 - (i) a written statement from the mortgagee of the amount required to be paid to obtain a discharge of the Land; and
 - (ii) payment by the Vendor, an undertaking of the Developer to make payment, or a direction from the Vendor permitting payment to that mortgagee of such amount by the Purchaser; or
 - (iii) written confirmation by the mortgagee that a discharge will be available without any action or payment on the part of the Purchaser or Vendor;
 - (iv) together with an undertaking by the Vendor's solicitors to remit to the mortgagee any funds directed to it pursuant to (ii) above and to register any such discharge when received by them.

11. The Dwelling shall remain at the Vendor's risk until Closing. If the Dwelling is damaged prior to Closing by a peril normally covered by all-risk builder's insurance, which damage can be repaired within 120 days, the Vendor shall repair the damage, finish the Dwelling and complete the sale. If the damage cannot be repaired within 120 days this agreement shall be at an end and the Deposit shall be returned without interest or deduction. The time needed for repair shall be estimated by the Vendor within 15 days of the damage. Extensions to the Closing Date required for repairs shall be in addition to those which may have occurred pursuant to the Ontario New Home Warranty Schedule attached hereto but the Vendor may not further extend under the Ontario New Home Warranty Schedule for such repairs only, unless the Purchaser consents in writing.

12. The transfer shall be prepared by the Vendor's solicitors at the Vendor's expense and shall be registered forthwith on Closing by the Purchaser at his or her expense. The Purchaser agreed to advise the Vendor's solicitors, at least fifteen (15) days prior to the Closing Date, as to how the Purchaser will take title to the Real Property and of the birth dates of any parties taking title to the Real Property.

Title may be covered directly from the Developer to the Purchaser. If it is, and if the Vendor so requests, the Purchaser shall execute an acknowledgement that the Developer is not the builder and has no liability to the Purchaser as such.

13. The Ontario New Home Warranty shall constitute the Vendors' only warranty, express or implied, in respect of any aspect of construction of the Dwelling and further shall be the full extent of the Vendor's liability for defects in materials or workmanship or damage, loss or injury of any sort. THE PURCHASER IS URGED TO REVIEW THE WARRANTY, PARTICULARLY ITS EXCLUSIONS, and to be aware that the Vendor is not liable for loss or damage to any landscaping, furnishing or improvement by the Purchaser caused either by any defect for which the Vendor is responsible or by the remedying of such defect.

The Purchaser shall not alter the grading or drainage pattern of the Land in any way and shall not construct any fences, pools, patios, sheds or similar structures prior to final grading approval with the Vendor's consent. Some settlement of the lands is to be expected and the Purchaser shall repair minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided by the Vendor or Developer and shall replace any of it that dies.

The Vendor reserves the right of re-entry for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work.

14. This Agreement is personal to the Purchaser and may not be assigned other than to the Purchaser's spouse without the Vendor's written approval.
15. The parties waive personal tender and agree that failing other mutually acceptable arrangement, tender may be validly made if the tendering party attends at the Registry Office in which the title to the Real Property is recorded at 4:00 o'clock p.m. on the closing Date and for a period of one-half hour thereafter shall be ready, willing and able to close or alternatively, the tender may be validly made upon the designated solicitors for the party being tendered upon. The parties agree that payment must be made or tendered by bank draft or cheque certified by a Canadian Chartered Bank, Trust Company or Province of Ontario Savings Office. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements made to do so in accordance with paragraph 10 in case the Purchaser should complete the transaction.
16. The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property except as contained in this Agreement. This Agreement may not be amended other than in writing.
17. This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement.
18. The Vendor represents that it is not a non-resident for the purposes of section 116 of the Income Tax Act, Canada, and that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, Ontario.
19. The Purchaser acknowledges that registration against title to the Land of any notice or caution or other reference to this Agreement of his or her interest in the Land is likely to cause inconvenience and prejudice to the Vendor, for example, by impeding financing. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.
20. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each party.

21. Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or by email to the Purchaser's email address as provided in this Agreement of Purchase and Sale or as otherwise provided to the Vendor or may be sent by prepaid mail or email, addressed to the Purchaser's solicitor or the Purchaser at his or her last known address and in the case of the Vendor any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by prepaid mail to the Vendor's solicitor or to the Vendor at the address in the Ontario New Home Warranty Program Schedule attached hereto. If such notice is mailed, it shall be deemed to have been received by the party to whom it is addressed on the third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered. Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation): (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; 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 as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion. The parties consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act of Ontario, as amended, with respect to this Agreement, and any other documents respecting this transaction.

22. In case of default or breach of this Agreement by the Purchaser, the Deposit and any other amounts paid by the Purchaser shall be forfeited to the Vendor, irrespective of any other right, cause of action or remedy to which the Vendor may be entitled.

23. The deposit monies and further deposit monies are expressly deemed to be deposit monies only and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out

SCHEDULE "B" – CASH OFFER

of default on the part of the Purchaser pursuant to any provisions contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 1.25% (one and one quarter percent) per month, not in advance until paid.

24. If the Purchaser has received a credit or reduction against the Purchase Price in order to induce the completion of this transaction, accelerate the Closing Date of this transaction or to change or alter the construction specification of the Dwelling Unit and thereafter the Purchaser fails to complete this transaction, all damages shall be assessed as if such credit or reduction had not been granted.
25. A Three Hundred and Fifty Dollar (\$350.00) administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "**Returned Cheque**") and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each Returned Cheque and shall be paid on the Closing Date.
26. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on the Closing Date one or more covenants incorporating the terms hereof.
27. The Purchaser acknowledges that the new home industry is multi-faced and complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser, upon which the Purchaser relies, and which were essential to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same.
28. All buildings and equipment shall be and remain at the Vendor's risk until the Closing Date. In the event of any damage to the Dwelling unit, howsoever caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling Unit.
29. The deed is to be prepared at the Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on the closing Date at the Purchaser's expense.
30. In the event that more than one party comprises the Purchaser herein; the obligations of such parties under this Agreement shall be joint and several.
31. This Offer is irrevocable by the Purchaser until one minute before midnight on the irrevocable date as hereinbefore set out, after which time if not accepted, this Offer shall be void and the deposit monies returned to the Purchaser, without interest or deduction.
32. This transaction to be completed on the Closing Date hereinbefore set out, on which date vacant possession of the Dwelling Unit is to be given to the Purchaser.
33. This Offer is to be read with all changes of gender or number required by the context and when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence.
34. Headings are for the ease of reference only and shall not be read as part of this Agreement nor limit or modify any of the obligations of either party hereto.
35. Any notice required to be given to the Vendor or Purchaser herewithin, prior to or on the Closing Date, shall be adequately given if given in writing to the party's solicitor.
36. In the event that this Agreement provides for any event to occur on a date, which is a Saturday, Sunday, or a Statutory Holiday, such event will occur on the first business date immediately thereafter.
37. If, on or after registration of the Plan of Subdivision, the lot number of the Property is changed, the Purchaser agrees to accept such variation in lot number and this Agreement shall be read with all amendments required thereby.
38. This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion that the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. The Vendor shall have sixty (60) days following the later of: (A) the date of acceptance of this Agreement by the Vendor; and (B) the satisfaction or waiver by the Purchaser of the Purchaser's financing condition permitted under Schedule SF, if applicable, to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide within ten (10) days of the date of acceptance of this Agreement by the Vendor, all requisite information and materials including proof respecting income and source of funds and evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. If the Vendor has not notified the Purchaser within the sixty (60) days provided for herein that it is not satisfied with respect to the Purchaser having the financial resources to complete the transaction, this condition shall be deemed fulfilled and/or waived.

HST:

39. The Parties acknowledge and agree that the Purchase price stipulated in the within Agreement is inclusive of the Harmonized Sales Tax ("**HST**") payable pursuant to the Excises Tax Act (Canada) (the "**HST Legislation**"), less applicable rebates, and that the actual consideration for the Property, exclusive of requested changes or adjustments as herein provided, is the amount derived by subtracting the net HST payable with respect to the within transaction of Purchase and Sale from the Purchase Price (the "**Consideration**"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration in Box 4 of the Transfer/Deed of Land of the Property that the Vendor delivers to the Purchaser on the Closing Date. Subject to the foregoing provision, and the provisions of Schedule "H" attached to the Agreement, the Purchaser covenants and agrees to pay the HST as required by the HST Legislation.
40. The Purchaser covenants, warrants, and represents that the Purchaser is an individual and that the Purchaser or one of his or her relations (as defined in the HST Legislation) shall occupy the Property as his, her or their primary place of residence (as defined in the HST Legislation) for such period of time as shall then be required in order to entitle the Purchaser to the HST New Housing Rebate. The Purchaser shall execute all documents and do all such things so as to fully co-operate with the Vendor in any manner which would legally minimize the amount of HST payable.
41. In consideration of the Purchase Price being inclusive of the HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights the Purchaser may have to any refunds, credits, rebates or the like (the "**Rebates**") available with respect to the within transaction of Purchase and Sale pursuant to the HST Legislation. Such Rebates may be reasonably estimated by the Vendor if necessary. The Purchaser shall, both before and after the Closing Date, on demand of the Vendor, execute and deliver to the Vendor any assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor to apply for and receive the Rebates.

SCHEDULE “B” – CASH OFFER

- 42. In the event that, for any reason, the Purchaser shall fail to qualify for the HST New Housing Rebate, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified.
- 43. Despite the above the Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on closing in relation to a construction, financing or timing change, such credit shall be reflected as a reduction in the Consideration so as to minimize the amount of HST payable.
- 44. Notwithstanding that the Purchase Price stipulated in the within Agreement is inclusive of HST, the Purchaser shall, at his own cost and expense, be responsible for payment of HST on all closing adjustments, fees and amounts payable for extras and any increase in the rate of HST after the date hereof.
- 45. The Purchaser and Vendor agree that the covenants set forth in this Schedule and in Schedule “H” attached thereto shall survive the closing of the herein transaction and the Purchaser specifically agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule and Schedule “H”.

Authorized Signing Officer

Purchaser: «BuyerFullName»

Purchaser: «CobuyerFullName1»

DRAFT

SCHEDULE "C"

The Purchaser will be responsible for any fees relating to water meters and imposed by the Hydro Electric Authority for hydro connections, all of which shall be payable as adjustments on closing (as per Schedule "I").

The Purchaser agrees to pay a security deposit to the Vendor (as per Schedule "I"), which shall be held until final registration and assumption of the subdivision and may be used by the Vendor to correct any changes in grading or damages to the water box or any other utility box or curb which may occur on the Purchaser(s) property within this time period. Otherwise the deposit shall be returned without interest or deduction (as per Schedule "I").

On closing the Purchaser shall pay a fee (as per Schedule "I") for a final survey of the purchased dwelling which shall be supplied by the Builder.

Vendor will pay Education Levy.

Deeds

The Purchaser acknowledges that the transfer deed shall contain a clause stating that the Purchaser shall not dispute any zoning or rezoning applications by the developer of the said lands or any of its related/associated corporations in the same vicinity.

HST Clause

Pursuant to and subject to the provisions of Schedule "H" attached hereto, HST is included in the Purchase Price. In the event, however, that the HST is canceled, replaced or reduced, such event shall not affect the Purchase Price and the Purchaser shall not be entitled to any credit or rebate.

All plans, elevations and specifications are subject to modification from time to time by the Vendor according to the 1993 Ontario Building Code and the National Building Code.

The Vendor will not allow the Purchaser to do any work and/or supply any material to finish the dwelling before the closing date, unless specifically approved by the Vendor in writing.

The Purchaser agrees to pay on closing for Tarion enrolment and acknowledges that it is based on the sale price. Enrolment fee is to be paid by the Purchaser on closing (as per Schedule "I").

House types and streetscapes subject to final approval of the Municipality of Developer's Architectural Control Committee and final siting and approval of the Vendor's architect, notwithstanding any other reference contained herein and without notice constraints.

Variations from Vendor's samples may occur in finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process.

The Vendor shall be entitled to reverse the floor plan of the house being constructed.

The Purchaser further acknowledges that they will not be permitted to enter the construction site or the purchased dwelling unit at any time before closing without written consent from the Vendor, and if they so do they will be deemed to be trespassing and in breach of the attached agreement at the Vendor's sole discretion.

In the event that the Vendor cannot complete this transaction due to non-registration of the plan 90 days prior to the scheduled completion date, and the Vendor deems he is unable to deliver the home within all required extension periods, either this agreement will be at an end and the deposit monies will be returned without interest or deduction, or both the Vendor and Purchaser may mutually agree to extend this agreement.

SIGNED: «BuyerDate»

«BuyerSignature»

Purchaser: «BuyerFullName»

«CobuyerSignature1»

Purchaser: «CobuyerFullName1»

SCHEDULE "D"

THIS SCHEDULE FORMS PART OF, AND IS TO BE READ IN CONJUNCTION WITH, THE ATTACHED AGREEMENT OF PURCHASE AND SALE FOR: «ProjectLegalName»

RESTRICTIVE COVENANTS & WARNING CLAUSES

1. That the Owner agrees to place the following **notification in all offers of purchase and sale** for all lots and/or units and in the Town's subdivision agreement to be registered on title:
 - a) "Purchasers and/or tenants of units within Blocks 213 and 214 are advised that a pedestrian bridge over the Natural Heritage System (Block 292) will be in close proximity to the subject property. During normal use of, and activity on, the walkway/pedestrian bridge, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property. The location of the walkway/pedestrian bridge could result in overlook/privacy concerns".
 - b) "Purchasers and/or tenants for all lots/blocks are advised that the Dundas Urban Core block at the intersection of Dundas Street and Street "B" may be developed for **future residential, commercial or mixed commercial /residential uses** up to 12-storeys in height".
 - c) Purchasers and/or tenants of all lots/blocks are advised that the block of land at the south-east corner of Street "A" and Street "B" may be developed for **future commercial or mixed commercial / residential uses** up to 6- storeys in height".
 - d) "Purchasers and/or tenants of Lots 1, 25, 43, 44, 49, 67, 68, 79, 80, 93, 94, 109, 123, 124, 138, 139, 165, 166, 189, 190, 210 and Blocks 211-215, 224, 226, 228-232, 294-317 are advised that the development adjacent to these lots are part of a future phase and may remain vacant until the developer/builder proceeds.
 - e) Purchasers and/or tenants of lots 1-25, 39, 43, 201-210 and Blocks 211-215, 217- 224, 232-235, 237-241, 266, 283, 294, 297-299, 305, 306 and 317, adjacent to or near the Natural Heritage System, or any other parkland and open space are advised that these Parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out **routine maintenance** such as grass and weed cutting."
 - f) "Purchasers and/or tenants for all lots adjacent to the watercourse block or other feature regulated by Conservation Halton, a statement which advises that the feature is regulated by Conservation Halton and that no encroachment is permitted, and that vegetation shall not be manicured in accordance with Ontario Regulation 162/06."
 - g) "Purchasers and/or tenants of lots or units in Lots 13 and 14, and Blocks 213, 214, 297, 298 and are advised that they are about a **Walkway Block** which will allow for public access."
 - h) "Purchasers and/or tenants of lots or units adjacent to or near the Village Square, Neighborhood Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out **routine maintenance** such as grass and weed cutting."
 - i) "Purchasers and/or tenants of lots or units adjacent to or near the Village Square, Neighborhood Park and servicing / walkway block abutting Blocks 216, 284-287 are advised that these **open space areas** will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, trails, sports field (lit or unlit), splash pad, visitor parking, and/or multi-use courts. In addition to daytime use, park facilities may be used in the evenings and on weekends."
 - j) "Purchasers and/or tenants of Lots 1-25, Blocks 211-215, 217, 224, 294, 297, 298, and 306 are advised that a **walkway** may be about the subject property consistent with the North Oakville East Trails Plan. During normal use of, and activity on, the walkway, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property."
 - k) "Purchasers and/or tenants for all 1-25, Blocks 211-215, 217, 224, 294, 297, 298, and 306 adjacent to the **Natural Heritage System** and **Stormwater Management Facility**, a statement which advises that the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited."
 - l) "Purchasers and/or tenants for all Lots 201-210 and Blocks 211-215, 294 282 and Block 317 adjacent to the Natural Heritage System (Block 292), are advised that work within Block 292 may occur after the dwellings are occupied

SCHEDULE “D”

- m) “Purchasers are advised that the Town of Oakville’s current **street tree planting standards**, which are subject to change, are intended to have an average of one tree for every 12 meters of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree. Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision particularly on narrow building lots.”
- n) “Purchasers are advised that **winter maintenance** and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal.”
- o) “Purchasers and/or tenants are advised that the homeowner’s builder is responsible for the timing and coordination of **rectifying lot grading** matters which occur prior to assumption.”
- p) “Purchasers and/or tenants are advised that prior to the placement of any **structures in side and rear yards**, the Zoning By-law should be reviewed to determine compliance and that a Site Alteration Permit may be required prior to proceeding to do any site work.”
- q) “Purchasers and/or tenants are advised that **private landscaping** is not permitted to encroach within the Town’s Road allowance, public open space or Natural Heritage System area. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption.”
- r) “Purchasers and/or tenants are advised that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of **swales and rear lot catchbasins**.”
- s) “Purchasers are advised that any **unauthorized alteration of the established lot grading** and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots.”
- t) “Purchasers and/or tenants are advised that the homeowner’s Builder is required to ensure the lot is graded to the approved lot grading plan and to have the lot grading certified prior to the reduction/release of any post lot grading securities. The Builder is to advise the purchaser once the lot has been graded to the approved plan and certification has been provided to the Town. The purchaser and/or tenant will be provided a period of time in which contest any grading issues. Should the purchaser not contest the grading certificate completed by the Builder, the purchaser will then assume full responsibility for the lot grading beyond that point. Purchasers are advised that they are not permitted to modify or alter the grading of their lot without prior written approval from the Town of Oakville.”
- u) “Purchasers are advised that the following street(s) in the area may be designated as **interim or permanent bus routes**, and that bus stops and shelters may be installed along the street(s): Street’s “A”, “B”, “O” and “Wheat Boom Drive”
- v) “Purchasers and/or tenants are advised that home/business mail delivery will be from designated **Community Mail Boxes** and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing of any home sales.”
- w) “Purchasers are advised that the **schools** on sites designated for the Halton District School Board or Halton Catholic District School Board in the community are not guaranteed. Attendance in the area is not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.”
- x) “Purchasers are advised that **school buses** will not enter a cul-de-sac and pick-up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed.”
- y) “Purchasers are advised that Village Squares will contain **children’s play equipment** that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Village Squares may also contain community mail boxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks.”
- z) “Purchasers are advised that Town **Stormwater Management Ponds** will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.”
- aa) “Purchasers are advised that **driveway entrance widenings** or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable.”
- bb) “Purchasers are advised that **Catholic school accommodation** may not be available for students residing in this area, and that you are notified those students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick-up areas convenient to the Board.”
- cc) “Purchasers are advised that North Oakville is founded on the principle of public transit as a priority and as such buses with

SCHEDULE “D”

varying frequencies of services are expected to operate throughout the neighborhoods. Residents are expected to accept bus operations, with their associated impacts as a reality along roadways of this community. Transit infrastructure including **bus stops and bus shelters** may be located on municipal streets within subdivisions either as temporary and/or permanent features.”

- dd) “Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent **public parking along municipal roads** except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed-use districts where visitors to these locations will be encouraged to park on- street in accordance with municipal requirements as on-site parking space will be minimal or non-existent.
- ee) “Purchasers are advised that there is the potential for high water pressures within the subdivision”
- ff) “Purchasers and/or tenants of lots in proximity to Dundas Street are advised that noise attenuation barriers may be located adjacent to the lot on public property and that no modifications or alterations are permitted to the noise attenuation structure.”
- gg) Purchasers are advised that in connection with the developer’s application(s) to the appropriate governmental authorities for various approvals, certain requirements may be imposed including additional warning provisions to be given to Purchasers and Purchasers hereby acknowledge and agree that further warning clauses may be provided and warning provisions may be amended or updated. Accordingly, Purchaser’s covenant and agree that: (i) on or prior to the closing date, Purchasers shall execute any and all documents required acknowledging, inter alia, that the Purchaser is aware of the further, amended or updated warning provisions; and (ii) the Purchaser shall accept the same without in any other way affecting the dwelling purchase.

Authorized Signing Officer

Purchaser: «BuyerFullName»

Purchaser: «CobuyerFullName1»

SCHEDULE “E”

ELECTRONIC SIGNATURE

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

Purchaser: «BuyerFullName»

Purchaser: «CobuyerFullName1»

Authorized Signing Officer

SCHEDULE "G"

«ProjectLegalName» **PURCHASER'S ASSIGNMENT**

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties hereto agree:

- A.** Unless otherwise specifically defined herein, capitalized terms used herein shall have the meanings for same as set out in the Agreement.
- B.** This Schedule (herein "Schedule "G"") shall be deemed independent and severable, from the Agreement of Purchase and Sale to which it is attached (the "Agreement") and the invalidity thereof or of any particular provision in this Schedule "G" shall not affect any other provision of this Schedule "G" or the Agreement, and this Schedule "G" and the Agreement shall be construed as if any such invalid provision shall have been omitted, and shall continue in full force and effect, time remaining of the essence.
- C.** This Schedule "G" shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein.
- D.** The Agreement is hereby made subject to each of the following:

Notwithstanding anything to the contrary contained in the Agreement of Purchase and Sale to which this Schedule "G" is annexed (the "**Agreement**"), and despite the fact that the purchaser has warranted to the Vendor that the Purchaser is acquiring the Property for the personal use of the Purchaser or for one or more members of the Purchaser's immediate family, the parties hereto hereby confirm and agree to the following:

1. The Purchaser shall be permitted a one-time right to assign the Purchaser's rights and interests in and to the Property arising under the Agreement, to one or more third parties, hereinafter collectively referred to as the "**Assignee**" or "**New Purchaser**", but only:
 - a) if the Property has not been listed for sale or lease, and has not been advertised or marketed for sale or lease by or on behalf of the Purchaser in any form.
 - b) In accordance with the terms and provisions of the Vendor's form of Assignment Agreement confirming the new purchaser, hereinafter referred to as the "**Assignment Agreement**", (which will be provided upon request) and only if and when each of the following matters has been completed and satisfied, namely:
 - i) Both the Purchaser and New Purchaser has obtained or received the requisite mortgage approval from a financial institution or lender satisfactory to the Vendor in its sole and unfettered discretion and has provided the same to the Vendor.
 - ii) All deposit monies required to be paid by or on behalf of the Purchaser on account of the Purchase Price, save and except for those deposit monies that are due and payable thereafter, have been duly paid and remitted to the Vendor and paid on time without default or delay and the Agreement is otherwise in good standing.
 - ii) The New Purchaser has provided valid identification to the Vendor along with date of birth, social insurance number, current address, contact information and solicitor information.
 - iii) Both the Purchaser and the New Purchaser have executed the Assignment Agreement without any alteration or amendment thereto whatsoever and have delivered same to the Vendor's sales agent or representative for ultimate execution by the Vendor along with the assignment fee by way of certified cheque or bank draft in the amount of **\$30,000.00** plus HST, together with a certified cheque or bank draft for the Vendor's legal fees in the amount of **\$750.00** plus HST.
2. Without limiting the generality of the foregoing, it is understood and agreed that if the Property has been listed for sale or lease and/or has been advertised for sale or lease, by or on behalf of the Purchaser, at any time prior to the final closing of this purchase and sale transaction, then the Purchaser be automatically precluded from forever exercising the right of assignment outlined in this Schedule.
3. Notwithstanding anything contained in this Schedule to the contrary, it is understood and agreed that this Schedule "G" shall be deemed and construed to be inapplicable to this Agreement involving the New Purchaser, and shall not be effective or enforceable by the New Purchaser. The New Purchaser shall not have any right to assign this Agreement nor his or her rights and interests in and to the Property under (or by virtue of) the Agreement, or this Schedule "G", to any third party or parties.

(Continued)

SCHEDULE “G”

- 4. The ultimate approval to grant and execute the Assignment Agreement is that of the Vendor in its sole and unfettered discretion.
 - 5. The Assignor and Assignee waives any entitlement to delayed closing compensation, if applicable.
- E.** The foregoing represent additional paragraphs to the Agreement. Other terms and provisions contained in the Agreement, save for those which are inconsistent with the terms and provisions of this Schedule “G”, shall remain unamended and in full force and effect in all respects.

SIGNED: «BuyerDate»

«BuyerSignature»
Purchaser: «BuyerFullName»

«CobuyerSignature1»
Purchaser: «CobuyerFullName1»

«ProjectLegalName»

Per:

«BuilderApprovalGroupSignatureMember2»
Authorized Signing Officer

I have the Authority to bind the Corporation



























ARGO (JOSHUA CREEK)

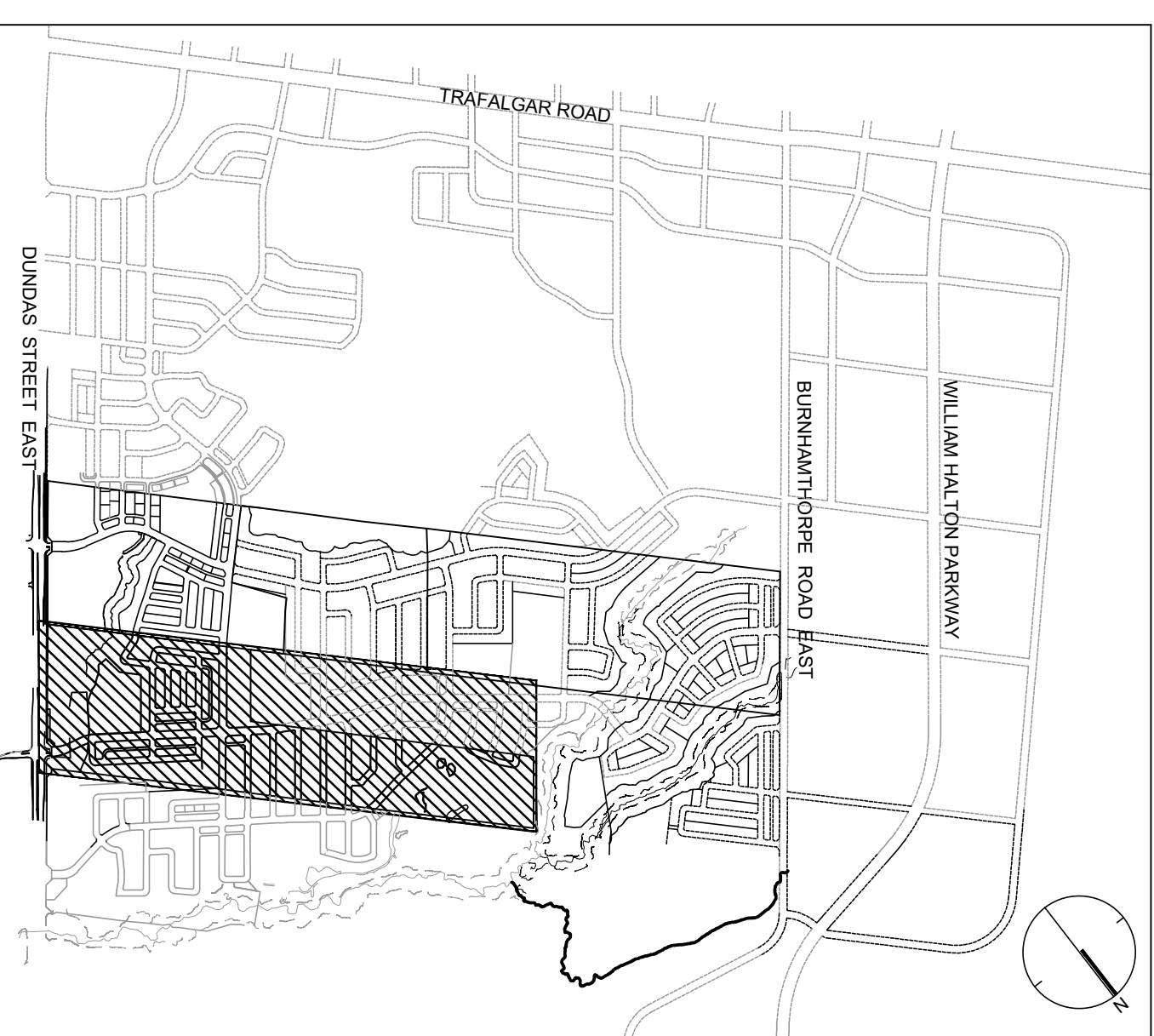
Town File No. 24T-20002/1308

Town File No. 24T-20002/1308



Land Uses and Unit Types

- | | |
|---|--|
|  | Single Detached - 222 Units |
|  | 2, 4 Storrs |
|  | Townhome - 506 Units |
|  | Mixed Use |
|  | Apartment Units - 95 Units |
|  | Durham Urban Core |
|  | Apartment / Townhome Units - 927 Units |
|  | Other Land Uses |
|  | Park Land / Open Space |
|  | Natural Heritage System Area |
|  | Scenic Viewshed |
|  | Scenic Viewshed |
|  | Future Durham Urban Core |
|  | Walkway Block |
|  | Other Phases / Residential Areas |
- Legend**
-  Durham Urban Core
 Durham Urban Core
 Townhome
 Single Detached
 2-4 Storrs
 Park Land / Open Space
 Natural Heritage System Area
 Scenic Viewshed
 Future Durham Urban Core
 Walkway Block
 Other Phases / Residential Areas
- Notes:**
 1. The Durham Urban Core is a designated area within the City of Durham, North Carolina. It is a central business district and is the heart of the city. The Urban Core is a designated area within the City of Durham, North Carolina. It is a central business district and is the heart of the city. The Urban Core is a designated area within the City of Durham, North Carolina. It is a central business district and is the heart of the city.



NOTICE TO NEW HOME PURCHASERS

This map, and the following list, is intended to provide potential home buyers with general information about the neighbourhood and the surrounding area. If you have specific questions, you are encouraged to call the Town's Planning Department during normal business hours which are 8:30 am to 4:30 pm, Monday to Friday.

This map is based on information available on (July 2021) and may be revised without notice to purchasers.

1. The map shows that there will be several types of proposed and potential housing and building heights in the subdivision.
2. Sites shown on the map for future schools, townhouses, parks, shopping etc. could have driveways anywhere along their street frontage.
3. Some streets in this subdivision will be extended in the future and temporary access roads may be closed.
4. There may be catch basins or utilities easements located on some lots in this subdivision.
5. Some lots and blocks will be affected by noise from adjacent roads, industries or aircraft and warnings will apply to purchasers.
6. Some dwelling units are in proximity to commercial, institutional and/or school uses from which activities may at times be audible. The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise.
7. Neighbourhood Park Block(s) 282 will be developed as an active park(s) and may contain play equipment, walkways, lighting, landscaping and passive use free-play areas. Residents close to Block(s) 282 may be disturbed by noise and lighting from the park. For detailed information pertaining to park or open space issues, please call the Town's Parks & Open Space Department 905.845.6601
8. Natural Heritage System, valleys, woodlots and stormwater management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of debris. Residents adjacent to these blocks are requested to limit the use of pesticides and fertilizers to reduce adverse effects on the NHS.
9. Community mailboxes will be directly beside some lots.
10. School sites in this subdivision may eventually be converted to residential uses.
11. Most streets contain on-street parking, and may be available for overnight parking, subject to parking permits.
12. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings.



SCALE 1:2500

13. There may be Transit bus routes on some streets within this subdivision with stops beside some homes. Oakville Transit reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, and associated amenities on any municipal right-of-way to provide effective service coverage.
14. Boulevard trees will be planted according to Town standards and a tree will not necessarily be located in front of every home. Purchasers are further advised that home builders are not permitted to charge a purchaser separately for the cost of trees, sodding, fencing and paving of the driveway apron. The Town will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.
15. The design of features on public lands may change. Builders' sales brochures may depict these features, however, the Town has no control over builders' sales brochures.
16. Gates are not permitted in fences when lots about the Natural Heritage System, a trail, valleyland, active park, woodland or stormwater management pond.
17. The Town's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot.
18. This community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder regarding the particular situation for the model and lot you intend to purchase.
19. Halton Region is responsible for household garbage, recycling and green bin collection. For further information, please call 311 or visit Halton.ca
20. For further general information on proposed and existing land use, please call the Town's Planning Department 905.845.6601.
21. For detailed grading and berming information, please call the Town's Development Service Department 905.845.6601"

Director of Planning Services

Date:

SCHEDULE "HB"

SCHEDULE “H”

«ProjectLegalName»

HARMONIZED SALES TAX (“HST”)

Notwithstanding anything to the contrary contained in the Agreement of Purchase and Sale to which this Schedule is attached (the “Agreement”), the parties hereby expressly acknowledge and agree to the following:

- 1. In this Schedule, unless otherwise set out, capitalized terms shall have the meaning given to them in the Agreement.
- 2. The Purchase Price herein includes Harmonized Sales Tax (hereinafter referred to as “HST”). The Vendor shall be solely responsible for the payment of the HST to the Canada Revenue Agency, net of any and all refunds, credits, rebates, transitional rebates or the like which may be available with respect thereto (collectively the “HST Rebates”).
- 3. In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns (in such form as may be required by the Vendor, and/or by the Government of Canada and/or the Province of Ontario) (hereinafter collectively the “Government”) to and in favour of the Vendor, all of their right, title and interest in the HST Rebates, and the Purchaser covenants and agrees to deliver to the Vendor on the Closing Date or, if required by the Vendor, any time thereafter, any and all assignments, directions, applications, consents, declarations, undertakings and any other documents required by the Vendor to enable the Vendor to apply for and receive the HST Rebates. In addition, the Purchaser shall execute all documents and do all things necessary to fully co-operate with the Vendor in any manner which would legally minimize the amount of HST payable by the Vendor.
- 4. The Purchaser covenants, warrants and represents that the Purchaser is an individual and that he shall forthwith following the Closing Date personally occupy the dwelling unit or cause one or more of his relations (as defined in the HST legislation) to occupy the dwelling unit as his or their primary place of residence (as defined in the HST legislation) for such period of time as shall then be required in order to entitle the Purchaser to the HST Rebates pursuant to the HST legislation.
- 5. In the event the Purchaser shall, for any reason, fail to qualify for the HST Rebates, or any of them, for any reason whatsoever, or if a HST Rebate is not or cannot be assigned to the Vendor, or the HST Rebates are claimed and full payment/credit for same is denied by the Government, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor an amount equal to the HST Rebates or the amount so reduced or denied, and the amount of the HST Rebates due from the Purchaser shall form a Charge/Vendor’s Lien against the dwelling unit being the subject matter hereof and shall be recoverable by the Vendor in the same manner as a mortgage in default. In the event that the Vendor does not receive the full benefit of the HST Rebates for any reason whatsoever, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for all HST Rebates, including interest and costs thereon, and in the event that such failure to qualify is known before the Closing Date, the Vendor shall be credited in the Statement of Adjustments on closing with the amount of the HST Rebate(s) for which the Purchaser does not qualify. The indemnity from the Purchaser referred to herein shall survive closing.
- 6. Notwithstanding the above, the Purchaser shall, at their own cost and expense, be responsible for payment of HST on all closing costs, adjustments, chattels included in the above transaction, and amounts payable for extras and upgrades and for any increase in the rate of HST after the date hereof.
- 7. If the Vendor believes, in its sole discretion and for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor’s belief or position on this matter is communicated to the Purchaser or the Purchaser’s solicitor on or before the Closing Date, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the HST Rebates, in addition to the Purchase Price. The Purchaser acknowledges and agrees that in the event that the Purchaser undertakes any assignment of the Agreement, whether by way of a schedule that is attached to this Agreement at the time of execution hereof or afterwards, the Vendor shall have the option of requiring any such assignee Purchaser to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the HST Rebates, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that he or she is eligible for the HST Rebates despite the Vendor’s belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebates as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the HST Rebates directly from) the Canada Revenue Agency.
- 8. The provisions of this Schedule supersede any provisions to the contrary contained in the Agreement.

«BuyerSignature»
Purchaser: «BuyerFullName»

«CobuyerSignature1»
Purchaser: «CobuyerFullName1»

«BuilderApprovalGroupSignatureMember2»

Authorized Signing Officer

Per:
«ProjectLegalName»
I have the Authority to bind the Corporation

«SaleAgentSignature»

SCHEDULE “I”

CLOSING COSTS

This Schedule forms part of, and is to be read in conjunction with the attached Agreement of Purchase and Sale for:

«ProjectLegalName»

1. The Vendor agrees that it will complete the construction of the Dwelling according to the final plans prepared by the Vendor's Architect provided that the Vendor shall, without the Purchaser's consent:
- (a) be entitled to modify the plans, so long as there are no substantial changes in the floor plan, such determination to be made by the Vendor's Architect;

(b) Vendor shall be entitled to modify the side and rear elevations of the Dwelling for example to include windows, gables or articulations and to modify the front elevation of the Dwelling, for example to change light locations, add chambers above garage doors all in the discretion of the Vendor's Architect, to meet the architectural control guidelines (or equivalent) of the community in which the Dwelling is located;

(c) have the right to substitute other materials for that provided for in the plans provided that the substituted materials are, in the judgement of the Vendor's Architect, of equal or better quality;

(d) have the right to substitute different coloured materials and shades except for those items that the Purchaser is specifically given the right to choose the colours, in which event, the Vendor may only change the colour shade and not the actual colour; and

(e) have the right to make the selections which the Purchaser would otherwise have the right to make hereunder in the event that the Purchaser does not make such selections within seven (7) days of being requested to do so by the Vendor in writing.
2. Included in the Purchase Price are those features set out in Schedule "A".
3. If, prior to the transfer of title, any default of the Purchaser whatsoever occurs hereunder, including default in payment of any deposit, or additional deposit monies, the Vendor shall have the right to declare this Agreement terminated without further notice, and in addition, all deposit monies paid hereunder shall be forfeited to the Vendor as liquidated damages, without prejudice to any other remedies that the Vendor may have under this Agreement or in law or in equity in connection with the default by the Purchaser.
4. The Purchase Price shall be adjusted as of the Closing Date by the Vendor's usual adjustments and among others, the following charges shall be payable by the Purchaser to the Vendor unless the City/Town does not permit charging the Purchaser for same:
- (a) any charges or costs incurred for the connection of sewer, hydro and water services or the installation of a water meter and hydro meter;

(b) the enrolment fee required by Tarion Warranty Corporation outlined below (formerly the Ontario New Home Warranty Program) ("Tarion") and further agrees to pay to the Vendor on closing \$150.00 plus H.S.T. for the Vendor's administrative costs in sending all written notices required by Tarion to be sent from the Vendor to the Purchaser pursuant to the Addendum;

** This schedule is subject to change without notice.

| Sale Price Range (Excluding HST) | | Unit Enrolment Fee | + | 13% HST | = | Total Enrolment Fee |
|----------------------------------|--------------|--------------------|---|----------|---|---------------------|
| Up to | \$100,000.00 | \$ 385.00 | + | \$ 50.05 | = | \$ 435.05 |
| \$100,000.01 - \$150,000.00 | | \$ 430.00 | + | \$ 55.90 | = | \$ 485.90 |
| \$150,000.01 - \$200,000.00 | | \$ 500.00 | + | \$ 65.00 | = | \$ 565.00 |
| \$200,000.01 - \$250,000.00 | | \$ 570.00 | + | \$ 74.10 | = | \$ 644.10 |
| \$250,000.01 - \$300,000.00 | | \$ 640.00 | + | \$ 83.20 | = | \$ 723.20 |
| \$300,000.01 - \$350,000.00 | | \$ 710.00 | + | \$ 92.30 | = | \$ 802.30 |
| \$350,000.01 - \$400,000.00 | | \$ 780.00 | + | \$101.40 | = | \$ 881.40 |
| \$400,000.01 - \$450,000.00 | | \$ 870.00 | + | \$113.10 | = | \$ 983.10 |
| \$450,000.01 - \$500,000.00 | | \$ 945.00 | + | \$122.85 | = | \$1,067.85 |
| \$500,000.01 - \$550,000.00 | | \$1,025.00 | + | \$133.25 | = | \$1,158.25 |
| \$550,000.01 - \$600,000.00 | | \$1,075.00 | + | \$139.75 | = | \$1,214.75 |
| \$600,000.01 - \$650,000.00 | | \$1,130.00 | + | \$146.90 | = | \$1,276.90 |
| \$650,000.01 - \$700,000.00 | | \$1,210.00 | + | \$157.30 | = | \$1,367.30 |
| \$700,000.01 - \$750,000.00 | | \$1,260.00 | + | \$163.80 | = | \$1,423.80 |
| \$750,000.01 - \$800,000.00 | | \$1,315.00 | + | \$170.95 | = | \$1,485.95 |
| \$800,000.01 - \$850,000.00 | | \$1,365.00 | + | \$177.45 | = | \$1,542.45 |
| \$850,000.01 - \$900,000.00 | | \$1,485.00 | + | \$193.05 | = | \$1,678.05 |
| \$900,000.01 - \$950,000.00 | | \$1,540.00 | + | \$200.20 | = | \$1,740.20 |
| \$950,000.01 - \$1,000,000.00 | | \$1,595.00 | + | \$207.35 | = | \$1,802.35 |
| \$1,000,000.01 - \$1,500,000.00 | | \$1,725.00 | + | \$224.25 | = | \$1,949.25 |
| Greater than \$1,500,000.00 | | \$1,800.00 | + | \$234.00 | = | \$2,034.00 |

- (c) any charge or cost incurred for supplying recycling containers to the Purchaser;
- (d) a \$1,675.00 tree planting cost for the entire subdivision, prorated on a per lot basis;
- (e) an amount to be estimated by the Vendor to be held on account of realty taxes for the twelve month period commencing on the first of the month next following completion of the sale. The adjustment will be made by the Vendor within one hundred and twenty (120) days following receipt of the final assessment for realty taxes applicable to the Real Property;

SCHEDULE “I”

- (f) any tax and/or utility administration fees or charges as well as any other administration fees or charges charged by any governmental authority including for obtaining Consents to Transfers. In this regard, the Purchaser agrees to execute any documents required in order to obtain any Consent to Transfer;
- (g) the Purchaser shall pay the deposit required by any utility supplier and/or utility billing services company or reimburse the Vendor for same if paid by the Vendor;
- (h) a \$65.00 L.P.I.C. levy surcharge;
- (i) \$350.00 service charge for each and every cheque payable by the Purchaser pursuant to this Agreement that is not honoured by the financial institution upon which it is drawn;
- (j) a \$300.00 administration fee per occurrence when one or more of the Purchaser's cheques are replaced (other than as a result of a cheque not being honoured by the financial institution upon which it is drawn);
- (k) \$300.00 per confirmation letter provided with respect to the amounts held by the Vendor on account of deposits hereunder;
- (l) an amount to be determined by the Vendor for remediation of any unauthorized work performed by the Purchaser on or before the Closing Date including any delay incurred by the Vendor in performing its obligations under this Agreement;
- (m) The Purchaser agrees to pay on closing \$750.00 for grading the Property in accordance with the requirements of the City/Town;
- (n) for any dwelling required to have an air conditioning unit pursuant to any governmental requirements hereto, \$4,000.00 towards the cost of such air conditioning unit, if it is not already included in the purchase price of the dwelling;
- (o) Walk-out Basement Condition: Any unit/lot determined by the Vendor's Architect, as his sole discretion, to have a walk-out basement due to grading conditions shall be charged to the Purchaser on closing at the rate of \$25,000.00 unless included in the purchase price as specified in Schedule "PE" Options and Upgrades Agreement.
- (p) Look-out Basement Condition: Any unit/lot determined by the Vendor's Architect, at his sole discretion, to have a look-out basement due to grading conditions shall be charged to the Purchaser on closing at a rate of \$15,000.00 unless included in the purchase price as specified in Schedule "PE" Options and Upgrades Agreement.
- (q) \$150.00 per discharge towards the cost of obtaining discharges of mortgages (full or partial) not intended to be assumed by the Purchaser.
- (r) any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;
- (s) \$150.00 on account of delivery of documents through online portal;
- (t) \$350.00 on account of Vendor preparing an amendment to this Agreement for upgrades and/or extras and an amount to be determined by the Vendor for any other amendments to this Agreement following the date of acceptance hereof;
- (u) \$600.00 on account of preparation of foundation or building location survey of the Property;
- (v) \$200.00 in legal fees/costs to complete this transaction under electronic registration;
- (w) an amount to be determined by the Vendor for a hot water tank and heater, if not rental; and
- (x) \$350.00 in legal fees, per occurrence, for delay and/or change in Purchaser information, including eligibility for a rebate of HST, prior to the closing date.

SIGNED «BuyerDate»

«BuyerSignature»

Purchaser: «BuyerFullName»

«CobuyerSignature1»

Purchaser: «CobuyerFullName1»

SCHEDULE "PE2"
«ProjectLegalName»
OPTIONS AND UPGRADES AGREEMENT
SCHEDULE "PE2"

The Vendor and Purchaser agree that:

1. The Purchaser has ordered extras, the total cost for which is indicated on Schedule "PE" of this agreement, which amount must be paid forthwith; otherwise this paragraph dealing with extras shall be null and void and deleted from this agreement.
2. A cheque for the total cost of extras ordered above must accompany this request.
3. The extras will be installed in accordance with the instructions supplied in writing by the Purchaser to the Vendor. Such instructions must be in the hands of the Vendor by the date that the Vendor requires the same, in his discretion, in order not to impede the construction of the house, failure to do so will result in deletion of the extras from the contract whereupon the Vendor will return 90% of the price for such extras and retain 10% for liquidated damages and not as a penalty.
4. In the event that the Purchaser alleges that the extras or any part of them are improperly installed or located or in some other way do not agree with his instructions, the Vendor and the Purchaser will endeavour to arrive at a compromise acceptable to both parties, failing which the Vendor may, at his option, declare the agreement of purchase and sale as to the entire house and the extras as at an end and return the deposit money to the Purchaser forthwith without interest or deduction together with the full amount paid for extras.
5. In the event that the Purchaser is unable to or refused to complete the contract for any reason whatsoever, except the default of the Vendor, then the Purchaser will not be entitled to the return of any part of the monies paid for extras
6. In the event that the Purchaser has installed or has requested the Vendor to install, at the Purchaser's option, a different floor covering that which the Vendor would normally install in the house, the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor conveying, the Vendor will not be responsible to affect such repairs. For purposes of this agreement floor covering shall mean any type of finished floor covering which is normally placed on the subfloor, without limiting the generality of the foregoing, including tile, hardwood, marble, terrazzo and carpet.
7. In the event the work on the house has progressed beyond the point where the items covered by this extra can be installed without entailing an unusual expense, then this order is to be cancelled and any deposit paid in connection with the same is to be refunded to Purchaser, without interest. Purchaser acknowledges that the extra ordered may not be included in the house, or may be included subject to minor variations as determined by Vendor. In the event that the house does not include the extra, Purchaser shall receive a credit for such item as determined and paid by Vendor after closing. Save as aforesaid, Vendor will not be liable to Purchaser in any way.
8. In the event any extras are not completed on or before closing, Purchaser covenants and agrees to close the transaction notwithstanding the non-completion or non-installation of said extras.
9. Vendor requires a \$350.00 administration charge plus applicable taxes per change or deletion of the above extras.
10. Vendor is not responsible for shade differences occurring from different dye lots or for variations including in size, colour, shade, texture and veining in materials including with respect to tile, carpet, hardwood or laminate flooring, cabinetry, railing, natural or manufactured stone, brick, trim and doors. Samples viewed when choices are made from Vendor's samples are only a general indication of material selected. Details of windows and doors on all elevations and location of exterior lights may not be exactly as shown on renderings.
11. Vendor has the right of refusal for any reason whatsoever for any or all of the extra requests.

«BuilderApprovalGroupSignatureMember2»

Authorized Signing Officer

«BuyerSignature»

Purchaser: «BuyerFullName»

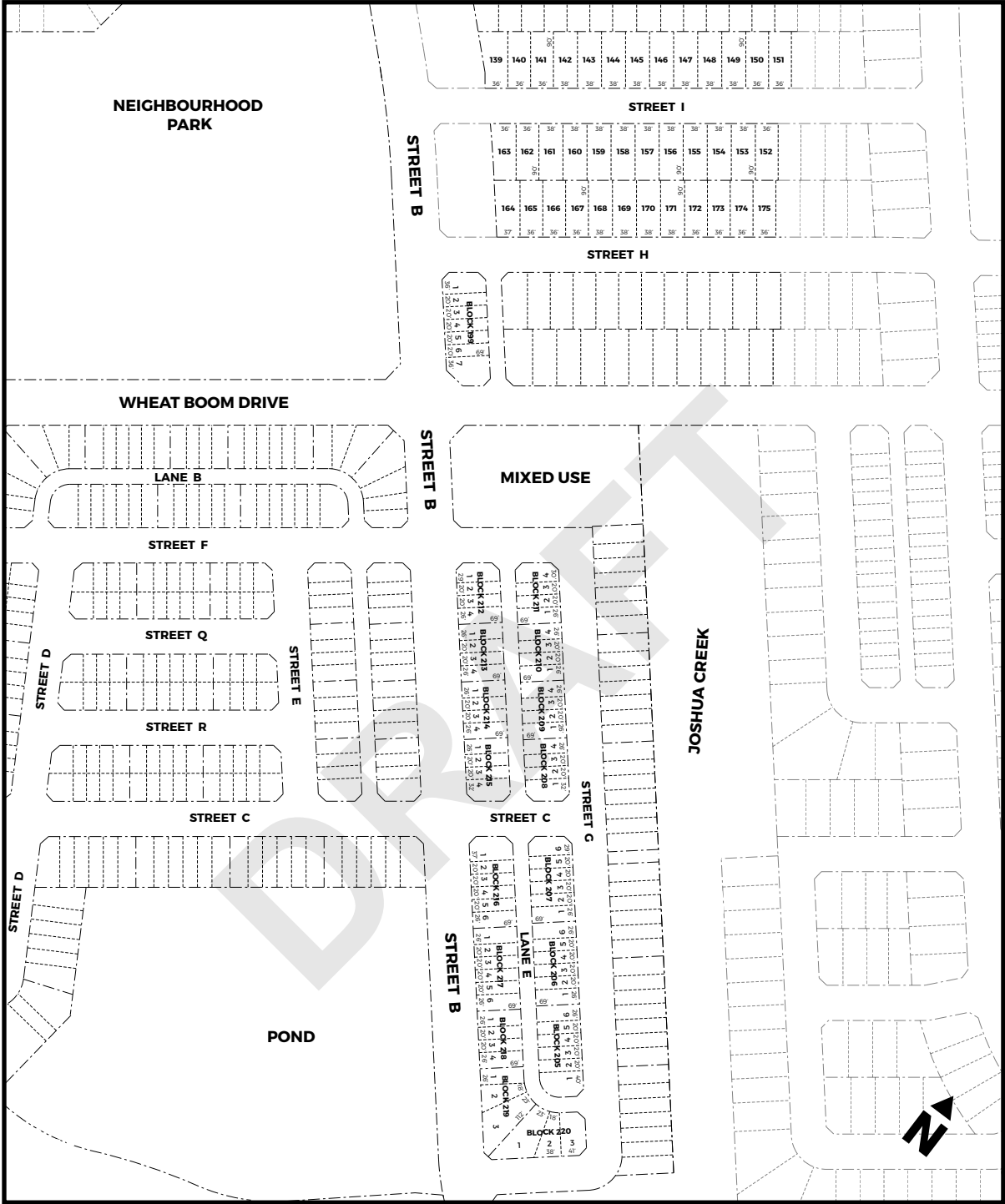
«CobuyerSignature1»

Purchaser: «CobuyerFullName1»

JOSHUA CREEK

MONTAGE

Schedule SP



Freehold Form
(Tentative Closing Date)

Property «ProjectLegalName»
«OfficialPlanNumber»

Statement of Critical Dates
Delayed Closing Warranty

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

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

VENDOR «ProjectLegalName»
Full Name(s)
PURCHASER «BuyerFullName», «CobuyerFullName1» «CobuyerFullName2»
Full Name(s)

1. Critical Dates

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

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

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

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

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

2. Notice Period for a Delay of Closing

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

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

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

3. Purchaser’s Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on: the «BuyerTerminationProjectedDate» day of «BuyerTerminationProjectedDate»

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

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

Acknowledged on «BuyerDate» PURCHASER: «BuyerSignature»
«CobuyerSignature1»
VENDOR: «BuilderApprovalGroupSignatureMember2»

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR «ProjectLegalName»
Full Name(s)
48778 9130 Leslie Street, Suite 301
HCRA License Number Address
(905) 770-7002 Richmond Hill Ontario L4B 0B9
Phone City Province Postal Code
(905) 770-9798 primont@primont.com
Fax Email*

PURCHASER «BuyerFullName», «CobuyerFullName1» «CobuyerFullName2»
Full Name(s)
«PrimaryBuyerAddress»
Address City Province Postal Code
«BuyerPhone»
Phone
«BuyerFax» «BuyerEmail»
Fax Email*

PROPERTY DESCRIPTION
«LotStreetNo» «LotStreetName»
Municipal Address
«BuyerLotCity»«LotCityName» «LotProvinceORStateName» «LotPostalORZipCode»
City Province Postal Code
Lot No. «LotORSuiteORUnitNumber» Plan No. «OfficialPlanNumber»
Short Legal Description

Number of Homes in the Freehold Project 116 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. **Yes**
If yes, the plan of subdivision is registered. **No**
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. **Yes**
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property. **Yes**

If yes, the nature of the confirmation is as follows: APPROVED BY MINISTRY OF ENVIRONMENT

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

- (c) A building permit has been issued for the Property. **No**
(d) Commencement of Construction: is expected to occur by the 1ST day of May, **2023**.

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 Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
 - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

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

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. **Yes**
- (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 Appendix to Addendum

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
 - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
 - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

“Critical Dates” means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

| CHARGE/FEE | AMOUNT OR DESCRIPTION (APPLICABLE TAXES IN ADDITION TO ALL FEES SET OUT BELOW) | SCHEDULE REFERENCE, IF APPLICABLE | REFERENCE NUMBER, IF APPLICABLE |
|---|--|---|---------------------------------------|
| Vendor's Tarion Administrative costs for Tarion notices | \$150.00 | Schedule "I" | Paragraph 4 (b) |
| Electronic registration costs | \$200.00 | Schedule "I" | Paragraph 4 (v) |
| Tree planting and landscaping costs attributable to the Property, prorated on a per lot basis | \$1,675.00 | Schedule "I" | Paragraph 4 (d) |
| L.P.I.C. – Real Estate levy surcharge | \$65.00 | Schedule "I" | Paragraph 4 (h) |
| Preparation of foundation or building location survey of the Property | \$600.00 | Schedule "I" | Paragraph 4 (u) |
| Grading fee | \$750.00 | Schedule "I" | Paragraph 4 (m) |
| Discharge of mortgages costs | \$150.00 per discharge | Schedule "I" | Paragraph 4 (q) |
| Delivery of documents through online portal | \$150.00 | Schedule "I" | Paragraph 4 (s) |

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

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

| CHARGE/FEE | AMOUNT OR DESCRIPTION (APPLICABLE TAXES IN ADDITION TO ALL FEES SET OUT BELOW) | SCHEDULE REFERENCE, IF APPLICABLE | REFERENCE NUMBER, IF APPLICABLE |
|--|--|---|---------------------------------------|
| Hydro connection/meter fee | Not to exceed \$1,800.00 | Schedule "I" | Paragraph 4 (a) |
| Water/Sewer connection/meter fee | Not to exceed \$800.00 | Schedule "I" | Paragraph 4 (a) |
| Tarion Enrolment Fee | As per legislation | Schedule "I" | Paragraph 4 (b) |
| Any charge or cost incurred for supplying recycling containers | As confirmed by Vendor | Schedule "I" | Paragraph 4 (c) |
| Realty Taxes (i) Estimated or actual (ii) Holdback for one year after closing | (i) To be apportioned and allowed to Closing Date (ii) To be determined by Vendor on or before Closing Date | Schedule "I" | Paragraph 4 (e) |
| (i) Any utility administrative fee or charge (ii) Any governmental authority administrative fee, tax, or charge including for obtaining Consents to Transfers | (i) As confirmed by Vendor (ii) As confirmed by Vendor | Schedule "I" | Paragraph 4 (f) |
| Any deposit required by Utility suppliers | To be determined | Schedule "I" | Paragraph 4 (g) |
| Service charge for each and every cheque payable by the Purchaser that is not honoured and returned by the financial institution upon which it is drawn | \$350.00 per occurrence | Schedule "I" | Paragraph 4 (i) |
| Administrative fee per occurrence for replacing one or more cheques payable by the Purchaser (other than as a result of a cheque not being honoured by the financial institution upon which it is drawn) | \$300.00 per occurrence | Schedule "I" | Paragraph 4 (j) |
| Administrative fee per occurrence for failure to provide post-dated cheques at the time of the Agreement becoming firm and binding | \$350.00 per occurrence | Schedule "SF" | |
| Administrative fee per confirmation letter provided to the Purchaser from the Vendor with respect to deposits | \$300.00 per occurrence | Schedule "I" | Paragraph 4 (k) |
| Unauthorized work remediation and delay fees | To be determined by Vendor | Schedule "I" | Paragraph 4 (l) |
| Air conditioning unit charge pursuant to any governmental requirements, if not already included in the purchase price | \$4,000.00 | Schedule "I" | Paragraph 4 (n) |
| Extras/Upgrades to be adjusted at closing | Priced by selection | Schedule "I" | Paragraph 4 (r) |
| (i) Amendment to Agreement of Purchase and Sale for upgrades and/or extras (ii) Any other amendment to Agreement of Purchase and Sale | (i) \$350.00 per amendment (ii) To be determined by Vendor | Schedule "I" | Paragraph 4 (t) |
| Hot water tank and heater, if not rental | As confirmed by Vendor | Schedule "I" | Paragraph 4 (w) |
| Legal Fee for delay/change in Purchaser information for Closing Date | \$350.00 per occurrence | Schedule "I" | Paragraph 4 (x) |
| Assignment Fee | \$30,000.00 | Schedule "G" | Paragraph D (1)(b)(iv) |
| Legal Fee for Assignment | \$750.00 plus HST | Schedule "G" | Paragraph D (1)(b)(iv) |
| Increases in, or new Future Charges | As confirmed by Vendor | Schedule "B" | Paragraph 3 (d) (e) |
| H.S.T. Rebates (including reimbursement to Vendor for eliminations or deductions of any rebates) and H.S.T. on all adjustments | As confirmed by Vendor and/or pursuant to H.S.T. legislation, as the case may be | Schedule "H" | Paragraph 5 |
| Walkout Basement | \$25,000.00 | Schedule "I" | Paragraph 4 (o) |
| Look-out Basement | \$15,000.00 | Schedule "I" | Paragraph 4 (p) |
| Administrative fee for any changes or deletions to extras | \$350.00 per occurrence | Schedule "PE2" | Paragraph 9 |
| Additional deposits, legal and administrative fees arising from extensions, re-instatement or other alterations of the Agreement, requested by Purchaser | By occurrence, at the Vendor's sole discretion | | |

**APPENDIX TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE:
EARLY TERMINATION CONDITIONS**

The Early Termination Conditions referred to in paragraph 6(d) of the Tarion Addendum are as follows:

CONDITIONS PERMITTED UNDER PARAGRAPH 1(b) OF SCHEDULE “A” TO THE TARION ADDENDUM

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion that the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. The Vendor shall have sixty (60) days following the later of: (A) the date of acceptance of this Agreement by the Vendor; and (B) the satisfaction or waiver by the Purchaser of the Purchaser’s financing condition permitted under Schedule SF, if applicable, to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide within ten (10) days of the date of acceptance of this Agreement by the Vendor, all requisite information and materials including proof respecting income and source of funds and evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. If the Vendor has not notified the Purchaser within the sixty (60) days provided for herein that it is not satisfied with respect to the Purchaser having the financial resources to complete the transaction, this condition shall be deemed fulfilled and/or waived.

DRAFT

Warranty Information for New Freehold Homes



This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed Information visit tarion.com and log into our online learning hub at www.tarion.com/learninghub

The Pre-Delivery Inspection (PDI)

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

The PDI is only one piece of evidence relating to damaged or incomplete Items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: www.tarion.com/learninghub

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- 4. Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code
- 5. Protects against the unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

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

Seven-Year Warranty

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

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

- (c) Visit Tarion’s website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
- (d) Prepare for your pre-delivery inspection (PDI). Visit Tarion’s website for helpful resources, including a PDI Checklist and educational videos.
- (e) Register for Tarion’s **MyHome** right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

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

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

«SaleAgentSignature»

Find more warranty information at Tarion.com