

RIVERSIDE LUXURY

AGREEMENT OF
PURCHASE & SALE
DRAFT

STERLING ESTATES
ON THE HUMBER



**ACKNOWLEDGMENT OF NO CO-OP FEE AND/OR
COMMISSION**

WHEREAS _____ (the “**Purchaser**”) and _____ (the “**Vendor**”) entered into an agreement of purchase and sale (the “**Purchase Agreement**”) pursuant to which the Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser, Lot #. _____ Model Name _____ (the “**Unit**”), in the proposed freehold development to be registered on the lands currently municipally known as PT LT 14 CON 5 WYS TWP OF YORK; PT RDAL BTN CON 5 & CON 6 WYS TWP OF YORK CLOSED BY NY66450 PT 11 64R15375; TORONTO (N YORK), CITY OF TORONTO, being all of PIN 10310-0908 (LT), Ontario, and marketed as “**Sterling Estates on the Humber**”, all as more particularly described in the Purchase Agreement;

AND WHEREAS the Purchaser wishes to confirm that, although the Purchaser may currently be or may hereafter become a licensed real estate agent and/or broker, the Purchaser shall not be entitled to any commission, co-op fee, payment or any other compensation or credit of any kind (collectively, “**Commission**”) from the Vendor and/or the Vendor’s agent, broker and/or brokerage (collectively, the “**Vendor’s Agent**”) relating to the transaction contemplated by the Purchase Agreement;

NOW THEREFORE the Purchaser acknowledges and agrees as follows:

1. the Purchaser acknowledges that the recitals set out above are true and accurate;
2. the Purchaser acknowledges that he/she is not entitled to and shall not receive any Commission relating to the Lot and/or the transaction contemplated by the Purchase Agreement, and shall not make any claim or demand, directly or indirectly, against the Vendor or the Vendor’s Agent relating to any Commission, it being acknowledged and agreed by the Purchaser that this Acknowledgment may be pleaded by the Vendor and/or the Vendor’s Agent as a complete defense to any such demand and/or claim;
3. the Purchaser also represents and warrants to the Vendor and the Vendor’s Agent that it has not engaged any other real estate agent, broker and/or brokerage in connection with the Purchase Agreement or the Unit and agrees to indemnify and save harmless the Vendor and the Vendor’s Agent in respect of any claims or demands for commission or fees made by any other agent, broker, and/or brokerage claiming to have been so engaged by or on behalf of the Purchaser or claiming to be entitled to any Commission in respect of the Lot or the Purchase Agreement. Such indemnities shall not merge and shall survive the completion of the transaction contemplated by the Purchase Agreement.

This Acknowledgment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original and all of which taken together shall be deemed to constitute one and the same document.

This Acknowledgment shall be sufficient and effective in all respects if executed and delivered by facsimile or other electronic means (including in “pdf” format). A photocopied, faxed or emailed copy of this executed Acknowledgment may be relied upon by the Vendor to the same extent as if it were an original executed version.

It is expressly acknowledged and agreed that the execution of this Acknowledgment may be made or manifested in an electronic format, and may be executed by way of an electronic signature (as such term is defined in the Electronic Commerce Act 2000, S.O. 2000 as amended), undertaken by or through a computer program or any other electronic means, as expressly provided or contemplated by (and in accordance with the provisions of) the Electronic Commerce Act 2000, S.O. 2000, as amended. If this Acknowledgment is executed by way of an electronic signature pursuant to the foregoing, it shall be deemed to be valid, binding and enforceable upon the party or parties so executing same electronically.

Dated this _____ day of _____, 2021.

Witness:

Purchaser

Witness:

Purchaser

Sterling Estates On The Humber - Agreement of Purchase and Sale

	Lot No. _____ Model _____ Elevation _____	
Vendor	Sterling Homes (Weston Rd) Inc. Telephone: 905.669.8399 Facsimile: 289.597.8377 Email: sales@sterlinghumber.com Address: 20 Rivermede Road, Suite 204 Concord, Ontario L4K 3N3	
Vendor's Solicitor	Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 Toronto, Ontario Canada M9W 6V7 Attention: Reg Theriault	Telephone: 416-746-4710 Fax: 416-746-8319 Email: rtheriault@loonix.com
Purchaser	Full Name(s) _____ Address: _____ Postal Code: _____ Tel. (H) _____ (W) _____ Fax. (H) _____ (W) _____ Email: _____	Full Name(s): _____ Address: _____ Postal Code: _____ Tel. (H) _____ (W) _____ Fax. (H) _____ (W) _____ Email: _____
Purchase Price	The purchase price for the Real Property is \$ _____ (the " Purchase Price "). The Purchaser agrees that the Purchase Price shall be payable as follows: <div> <div>(a) On the date of execution of this Agreement, the Purchaser shall pay by cheque the amount of Fifty Thousand Dollars (\$50,000.00);</div> <div>(b) On that date which is 30 days after the date of execution of this Agreement, the Purchaser shall pay by post-dated cheque the amount of Fifty Thousand Dollars (\$50,000.00);</div> <div>(c) On that date which is 90 days after the date of execution of this Agreement, the Purchaser shall pay by post-dated cheque the amount of Fifty Thousand Dollars (\$50,000.00);</div> <div>(d) On that date which is 150 days after the date of execution of this Agreement, the Purchaser shall pay by post-dated cheque the amount of Thirty Thousand Dollars (\$30,000.00); and</div> <div>(e) the balance due on Closing in accordance with the terms herein.</div> </div>	
Closing Date	The Purchaser acknowledges that the Closing Date shall be as set out in the Tarion Statement of Critical Dates – Delayed Closing Warranty, attached to this Agreement as Schedule "B", and shall be subject to the rights of extension in favour of the Vendor expressed in Schedule "B" attached hereto.	
Offer	The Purchaser hereby offers to purchase the Real Property from the Vendor on the terms and subject to the conditions expressed in this Agreement and the schedules attached hereto, which schedules form a part of this Agreement. Dated this _____ day of _____, 2021. <div> <div> <div>_____</div> <div>Witness Signature</div> </div> <div> <div>_____</div> <div>Witness Name (please print)</div> </div> </div> <div> <div>_____</div> <div>Purchaser Signature</div> </div> <div> <div>_____</div> <div>Purchaser Signature</div> </div>	
Acceptance	The Vendor hereby accepts the Purchaser's offer and agrees to complete the transaction of purchase and sale contemplated by this Agreement. Dated this _____ day of _____, 2021.	
Schedule "A"	Terms and Conditions	Sterling Homes (Weston Rd) Inc.
Schedule "B"	Tarion Warranty Program Addendum	
Schedule "C"	Luxury Features	
Schedule "D"	Site Plan	Per _____
Schedule "E"	Dwelling Plan	
Schedule "F"	Warnings, Covenants and Restrictions	
Schedule "X"	Bonus Package	

Schedule “A”

Terms and Conditions

1. Interpretation

Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the following meanings. This Agreement is to be read with all changes of gender and number as may be required by the context. All references to dollar amounts in this Agreement shall be Canadian dollars.

“**Agreement**” means this agreement of purchase and sale between the Vendor and the Purchaser, together with all schedules attached hereto, as amended, modified or supplemented from time to time in writing.

“**Closing Date**” or “**Closing**” means the date set out in the Tarion Statement of Critical Dates – Delayed Closing Warranty, attached to this Agreement as Schedule “B”, and shall be subject to the rights of extension in favour of the Vendor expressed in Schedule “B” attached hereto.

“**Deposit**” means the aggregate of all deposit instalments paid by the Purchaser as listed on page 1 of this Agreement. All cheques for deposit instalments shall be made payable to the Vendor.

“**Land**” means the land legally described as PT LT 14 CON 5 WYS TWP OF YORK; PT RDAL BTN CON 5 & CON 6 WYS TWP OF YORK CLOSED BY NY66450 PT 11 64R15375; TORONTO (N YORK), CITY OF TORONTO, being all of PIN 10310-0908 (LT).

“**Land Registry Office**” means the Land Registry Office for the Land Registry Division of Toronto.

“**Municipality**” means the City of Toronto, as the context so requires.

“**Plan of Subdivision**” means the proposed plan or plans of subdivision of the Land in order to permit the development of the Land.

“**Purchase Price**” means the purchase price for the Real Property identified on page 1 hereof.

“**Real Property**” means the lot and dwelling, comprising part of the Land, to be acquired by the Purchaser from the Vendor pursuant to this Agreement. The lot number, model, elevation type and exterior colour package are identified at the top of page 1 of this Agreement. The Purchaser acknowledges and agrees that, as referenced elsewhere in this Agreement, the lot number identified on page 1 of this Agreement may change on registration of the Plan of Subdivision.

“**Schedules**” means Schedule “A” (Terms and Conditions), Schedule “B” (Tarion Warranty Program Addendum), Schedule “C” (Luxury Features), Schedule “D” (Site Plan), Schedule “E” (Dwelling Plan), Schedule “F” (Warnings, Covenants and Restrictions), Schedule “X” (Upgrades) and all other schedules which may be attached hereto.

“**Vendor**” means Sterling Homes (Weston Rd) Inc. and its successors and assigns.

“**Vendor’s Solicitor**” means Loopstra Nixon LLP.

“**Warranty Program**” means the new home warranty program administered by Tarion Warranty Corporation pursuant to the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31, as amended, and the regulations and bulletins relating thereto.

2. Offer and Acceptance

The Purchaser agrees to purchase the Real Property subject to the terms and conditions expressed in this Agreement. Execution of this Agreement by the Purchaser shall constitute an offer irrevocable by the Purchaser until 5 p.m. (Eastern time) on the fourth day after the date of execution of this Agreement by the Purchaser, after which time, if not accepted and signed by the Vendor, such offer shall be null and void and the initial deposit, any post-dated cheques shall be returned to the Purchaser.

3. Deposit

On the date of execution of this Agreement, the Purchaser agrees to deliver to the Vendor a cheque for the initial deposit and post-dated cheques in the amounts identified on page 1. The Vendor directs that all cheques for deposit instalments shall be made payable to the Vendor.

4. Adjustments

The following adjustments shall be made to the balance due on the Closing Date:

- (a) the Deposit;
- (b) the enrolment and/or regulatory fees, plus applicable taxes, paid by the Vendor for the Real Property under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the New Homes Warranty Plan Act, New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to the foregoing, including, without limitation, the Tarion Warranty Corporation and/or the Home Construction Regulatory Authority;
- (c) all additional, new or increased charges and/or levies imposed by any school board in connection with the development of the Land and/or any charge or levy pursuant to the Education Act. Notwithstanding the foregoing, the maximum amount the Purchaser shall be liable for in connection with this Section 4(c) shall be \$5,000.00;
- (d) all additional, new or increased charges and/or levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authority [save and except for any adjustment contemplated by 4(c) above], including, without limiting the generality of the foregoing, any charge or levy pursuant to the Development Charges Act. Notwithstanding the foregoing, the maximum amount the Purchaser shall be liable for in connection with this Section 4(d) shall be \$15,000.00;
- (e) any charges and/or deposits relating to the installation of meters and/or check meters used to measure the consumption rate of gas, hydro, water or other utilities supplied to the Real Property and all connection and energization charges for the Real Property. The Purchaser acknowledges and agrees that a letter from the Vendor's consulting engineer confirming the Vendor's costs shall constitute sufficient evidence for the purpose of calculating this adjustment item. The Vendor acknowledges that this adjustment item shall not exceed \$750.00;
- (f) realty taxes (including local improvement charges pursuant to the Local Improvement Act, if any), adjusted on the Vendor's reasonable estimate as though the Real Property were fully completed, separately assessed and realty taxes and/or local improvement charges paid in full. The Purchaser is advised that the municipality may issue a supplemental realty tax bill following the Closing Date, which taxes may be in addition to those adjusted with the Vendor and shall be the responsibility of the Purchaser;
- (g) the price of all extras or changes included in or made part of the Real Property at the request of the Purchaser and for which the Purchaser has not previously paid the Vendor, plus applicable taxes;

- (h) an administration fee of \$400.00 plus HST for each cheque which is not accepted by the Vendor's bank or with respect to which any additional attention is required from the Vendor beyond simply depositing the cheque on the date prescribed by this Agreement (such as a request by the Purchaser to delay depositing a cheque until after the date on which that instalment of the Deposit is due);
- (i) an adjustment in the Vendor's favour for that portion of the HST to be paid by the Purchaser pursuant to paragraph 5, if any;
- (j) the LPIC fee in the amount not exceeding \$200.00 plus HST imposed on the Vendor's Solicitor by the Law Society of Upper Canada in connection with the delivery of a transfer/deed to the Purchaser on the Closing Date;
- (k) an administration fee of \$400.00 plus HST for each dishonored or non-sufficient funds cheque;
- (l) the charges for any utilities consumed in the Real Property shall be apportioned and shall be to the account of the Purchaser from the day of Closing onwards;
- (m) an administration fee of \$400.00 plus HST in the event that the Purchaser fails to attend at its Décor Appointment pursuant to paragraph 8;
- (n) an administration fee of \$400.00 plus HST plus all costs associated therewith each time an amendment is requested in the event that the Purchaser requests any amendment to a finishing item or colour selection after the date on which the original selection is finalized pursuant to paragraph 8;
- (o) an administration fee of \$200.00 plus HST for preparing and delivering to the Purchaser's solicitor and title insurer a title advice statement and for preparing and registering discharges of all mortgages registered against title to the Real Property as of the Closing Date pursuant to paragraph 13;
- (p) a fee of \$800.00 plus HST for a building location survey of the Real Property pursuant to paragraph 15, if applicable;
- (q) an administration fee of \$500.00 plus HST in the event of any subsequent or additional title direction pursuant to paragraph 17, which for certainty must be in respect of an immediate family member only;
- (r) an administration fee of \$500.00 plus HST in the event that the Purchaser or his solicitor insists on delivery of paper documents;
- (s) an administration fee of \$500.00 plus HST in the event that the Purchaser's solicitor is unwilling or unable to complete this transaction by way of TERS and in accordance with the provisions contemplated under the Escrow Agreement;
- (t) a fee of \$600.00 plus HST in connection with any tree planted on the Real Property, if applicable; and
- (u) any other adjustments contemplated by this Agreement.

The Closing Date itself shall be apportioned to the Purchaser. If any adjustment cannot accurately be determined at the time of calculation, then the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate subject to a later and final reconciliation when such adjustment can be accurately determined. The parties agree to readjust any of the items referred to above, if necessary, after Closing.

5. Harmonized Sales Tax

The Purchaser and Vendor acknowledge and agree that the Purchase Price includes the harmonized sales tax ("HST") eligible with respect to the purchase of the Real Property pursuant to the Excise Tax Act (the "HST Legislation"). The Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he may have to any rebates, refunds or credits pursuant to the HST Legislation. In this regard, the Purchaser covenants and agrees to execute and deliver to the

Vendor on the Closing Date all applications, assignments, authorizations, directions, forms and such other documents as may be requested by the Vendor or its solicitors to verify entitlement to any rebate, refund or credit pursuant to the HST Legislation claimed by the Purchaser and to effect the proper assignment thereof to the Vendor. In addition, the Purchaser covenants and agrees to execute and deliver to the Vendor on the Closing Date an indemnity (prepared on the Vendor's standard form without modification) pursuant to which the Purchaser agrees to indemnify the Vendor for all costs and expenses incurred by the Vendor in the event that it is determined after the Closing Date that the Purchaser is not entitled to any rebate, refund or credit assigned by the Purchaser to the Vendor on the Closing Date.

In the event that the Purchaser does not qualify for the new housing rebate permitted by the HST Legislation, the Purchaser covenants and agrees to pay to the Vendor as an adjustment on the Closing Date the amount equal to such rebate which would have otherwise been applicable.

Notwithstanding any other provision of this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST eligible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement or with respect to any extras or upgrades. The Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the HST Legislation.

6. Extras, Upgrades and Changes

The Purchaser acknowledges and agrees that any extra, upgrade or change ordered with respect to the dwelling shall be paid for in full at the time the Purchaser orders same, unless the Vendor otherwise agrees in writing. The Purchaser acknowledges and agrees that such payment shall be non-refundable in the event that this transaction is not completed by any reason other than the default of the Vendor and the Vendor may deduct the cost of any such extra, upgrade and/or change (if not already paid for), from the Deposit which may be otherwise refundable. If any extra, upgrade or change is omitted, then the Purchaser shall be credited with the amount which the Purchaser was charged for such extra, upgrade or change on the Closing Date and this credit shall be the limit of the Vendor's liability.

In the event that the Vendor chooses, in its sole and unfettered discretion, to include an upgrade allowance, either by way of a dollar allowance or by offering specified items to the Purchaser, then such allowance shall have no cash value, and refusal of such allowance by the Purchaser shall not entitle the Purchaser to any reduction in the Purchase Price.

Attached hereto as Schedule "X" is a list of any upgrade allowances, if applicable, included in the Purchase Price. Any additional finishing items selected pursuant to paragraphs 6 and 8 of this Agreement, plus applicable HST, shall be detailed on additional Schedules "X-1", "X-2", etc. and shall be in addition to the Purchase Price.

7. Vendor's Conditions

The Purchaser hereby acknowledges and agrees that the completion of this Agreement is conditional upon satisfaction of those conditions in favor of the Vendor as contained in Schedule "B" attached hereto.

8. Selection of Finishing Items

The Purchase Price shall include those items listed in Schedule "C" attached hereto. The Purchaser acknowledges that furnishings, decor, improvements and samples which may be displayed in any model home or any sales office or in any brochures are for display purposes only and are not included in the Purchase Price unless specified in Schedule "C". The Purchaser acknowledges that appliances for the dwelling are not included in the Purchase Price unless specified in Schedule "C". The Purchaser agrees to select all finishing items from the Vendor's available samples within 14 days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples and the Purchaser agrees to either attend the Vendor's office located at **20 Rivermede Road, Suite 204, Concord, Ontario** or to attend a virtual, video conference meeting arranged by the Vendor in order to make such selections, alterations, additions

and/or upgrades (the “**Décor Appointment**”). In the event that the Purchaser fails to attend at its Décor Appointment, it shall pay an administration fee of \$400.00 plus HST to the Vendor on Closing. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in the delay in the construction of the dwelling or any other dwelling in the project, then on 10 days’ notice from the Vendor the Purchaser shall either re-attend at the Vendor’s office or re-attend a virtual, video conference meeting arranged by the Vendor and make a selection from the Vendor’s available substitute finishing items. If the Purchaser fails to make selections within 14 days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples, then the Vendor shall be entitled to select such finishing items and the Purchaser agrees that such selections made by the Vendor shall be binding on the Purchaser. In the event that the Purchaser requests any amendment to a finishing item or colour selection after the date on which the original selection is finalized, the Purchaser agrees to pay all costs associated with this amendment plus an administration fee of \$400.00 plus HST each time an amendment is requested. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to accommodate any requested amendment. The Vendor’s approval shall depend on its construction schedule and the availability of labour, materials and supplies, in the sole and absolute discretion of the Vendor. In the event that the Vendor approves any requested amendment (in whole or in part), all costs associated with the amendment plus the administration fee shall be paid by the Purchaser forthwith and, if the Purchaser fails to comply with this obligation, then such amount shall be credited to the Vendor as an adjustment to the balance due on the Closing Date.

9. Warranties

The Vendor represents and warrants to the Purchaser that the Vendor is registered in good standing with the Home Construction Regulatory Authority (Registration number 48985) and the dwelling shall be enrolled with the Home Construction Regulatory Authority prior to commencing construction. The Purchaser acknowledges and agrees that any warranties for workmanship or materials in respect of any aspect of the construction of the dwelling, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to those warranties deemed to be given by the Vendor under the Ontario New Home Warranties Plan Act and shall extend only for the time periods and in respect of those items as stated in the Ontario New Home Warranties Plan Act. The Purchaser acknowledges that a Homeowner Information Package is available from the Warranty Program and that the Vendor will deliver a Homeowner Information Package to the Purchaser on or before the pre-delivery inspection of the dwelling. The Homeowner

Information Package will include, among other things, standardized information for consumers about how the new home process works, how to submit a claim to Tarion Warranty Corporation, outlining the timelines in which the Vendor must respond to the Purchaser’s complaints regarding any warrantable deficiencies and identifying certain exceptions (such as emergency situations or seasonal items) where such stipulated timelines will change. The Purchaser acknowledges and agrees that all requests for after-sales service shall be in writing and shall be addressed to the Vendor at its address noted in this Agreement.

The Vendor shall cause the dwelling to be constructed in accordance with the Ontario Building Code. The Purchaser shall have no claim against the Vendor for any higher or better standard of workmanship or materials other than required by the Ontario Building Code and Ontario New Home Warranties Plan Act.

10. Pre-Delivery Inspection

Forthwith after receiving a notice from the Vendor, the Purchaser agrees to schedule a pre-delivery inspection of the dwelling prior to the Closing Date. The Purchaser agrees that the pre-delivery inspection shall only be conducted at the scheduled time and with a representative of the Vendor. At the time of such inspection, the Purchaser shall complete and execute a certificate of completion and possession in the form approved by the Warranty Program listing all outstanding, incomplete or apparently defective items in the dwelling. Except as to those items specifically listed in the certificate, the Purchaser shall be deemed to have acknowledged that the dwelling has been completed in accordance with this Agreement and the Purchaser shall be deemed conclusively to have accepted the Real Property.

In the event the Purchaser fails to inspect the dwelling and execute the certificate of completion and possession prior to the Closing Date, the Vendor may declare the Purchaser to be in default under this Agreement and the provisions of paragraph 30 shall apply, or, at the Vendor's discretion, it may complete such form on behalf of the Purchaser pursuant to the power of attorney granted by the Purchaser to the Vendor in paragraph 34.

The Vendor agrees to complete all items listed in the certificate of completion and possession relating to the dwelling as soon as is reasonably possible after the Closing Date. In addition, the Vendor agrees to rectify any apparent defects in materials or workmanship covered by the warranty certificate for the dwelling within a reasonable time after the Closing Date provided the Purchaser has made a claim with respect to such defects as required under the Ontario New Home Warranties Plan Act. The Purchaser acknowledges and agrees that the Vendor shall not be required to give a separate undertaking to the Purchaser on the Closing Date to complete unfinished work or rectify deficiencies and the Purchaser shall not be entitled to a holdback of any amount due and payable to the Vendor on the Closing Date as security for the Vendor's obligations in this regard. The Purchaser acknowledges that the remedies and recourse prescribed by the Ontario New Home Warranties Plan Act are sufficient in this regard.

11. Access Prior to the Closing Date

The Purchaser shall not be entitled to access to the Real Property prior to the Closing Date except for the purpose of completing the pre-delivery inspection on the date scheduled with the Vendor for such inspection. The Purchaser agrees to release, indemnify and save the Vendor completely harmless from and against all claims, costs and damages resulting from the Purchaser's non-compliance with this paragraph. In the event that the Purchaser, without the Vendor's written permission, enters the Real Property prior to closing and does any construction work of his own within the dwelling, the Vendor shall, at its sole option, be entitled to demolish or remove such work and may charge the Purchaser for its costs of doing so as an adjustment on closing. If the Vendor does not demolish or remove such work, the Purchaser acknowledges that the Vendor shall not be in any way responsible for such work or any damage to the Vendor's work which results from the Purchaser's work. The Purchaser agrees to fully indemnify the Vendor (with an appropriate adjustment on closing) in the event that the Vendor incurs any extra costs or expenses as a result of the Purchaser's non-compliance with this paragraph. Any non-compliance with this Section 11, including, without limitation, any trespass by the Purchaser over the Real Property or entering into the dwelling, shall be an event of default under this Agreement.

12. Closing Date

This transaction of purchase and sale shall be completed on the Closing Date set out in the Tarion Statement of Critical Dates – Delayed Closing Warranty, attached to this Agreement as Schedule "B", subject to the rights of extension in favour of the Vendor expressed in Schedule "B" attached hereto, at which time title to the Real Property shall be transferred to the Purchaser.

If the Vendor shall be unable to substantially complete the dwelling for occupancy on the Closing Date, then the Purchaser acknowledges and agrees that the Vendor shall have the right to extend the Closing Date in accordance with the rules prescribed by the Warranty Program which are attached as Schedule "B".

For the purposes of Closing, the dwelling shall be deemed to be completed when all interior work has been substantially completed so that the dwelling may be occupied, notwithstanding that there remains work to be completed including, but not limited to, painting, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work.

13. Title

On the Closing Date, the parties hereby acknowledge and agree that title to the Real Property shall be good and free from encumbrances, save and except for the Permitted Encumbrances listed in paragraph 14. The Purchaser shall satisfy himself or herself as to compliance with all such Permitted Encumbrances.

The Purchaser shall be allowed until 30 days from the execution of this Agreement by both parties to examine title to the Real Property 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 be terminated and the Deposit shall be returned without interest or deduction (save for the deduction from the Deposit of any amount payable by the Purchaser for any extras, upgrades or changes ordered by the Purchaser and for which payment in full has not yet been received by the Vendor) and the Vendor shall not be liable for any damages or costs whatsoever. 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 Real Property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to all requisitions through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitor and that same shall constitute a satisfactory manner of responding to the Purchaser's title requisitions, thereby relieving the Vendor and the Vendor's Solicitor of the requirement to respond directly or specifically to the Purchaser's requisitions.

14. Permitted Encumbrances

The Purchaser agrees to accept title to the Real Property on Closing subject to the following (the **"Permitted Encumbrances"**):

- (a) all subdivision, development, site plan and other agreements with any governmental authority registered against title to the Land;
- (b) any by-law, regulation, restriction, easement, noise attenuation provision, environmental notice, warning, restrictive covenant, lease, license or other agreement relating to the use or development of the Land;
- (c) any easement, right-of-way, license or agreement relating to the installation or maintenance of any utility or other service to the dwelling, any other dwelling and/or the Land. Certain lots may be subject to an easement in favour of the Vendor and/or Municipality for storm drainage purposes including, without limiting the generality of the foregoing, rear yard catchbasins, soak away pits, underground storm sewers and/or overland flow drainage.
- (d) any easement, right-of-way or other agreement in favour of the Vendor (and any successor in title) to facilitate development of and access to the remainder of the Land;
- (e) any agreement relating to services, easements, licences, roadways, shared facilities or any other matter;
- (f) any agreement with any abutting land owners in connection with the development of the Lands or such abutting lands;
- (g) a temporary easement and right of re-entry in favour of the Vendor for the purpose of completing construction of the Real Property and complying with its obligations pursuant to any agreement with any governmental authority. The Purchaser acknowledges that this right may be reserved in the transfer/deed relating to the Real Property delivered to the Purchaser on Closing;
- (h) restrictive covenants or building restrictions in favour of the Vendor and/or Municipality designed to preserve the architectural, building, landscaping and maintenance standards established by the Vendor relating to the Real Property and the Land as described in paragraph 18; and
- (i) the Purchaser agrees that it shall not remove, replace and/or alter any fence, berm, soak away pit or other features on the Real Property, notwithstanding the fact that ownership of same shall rest with the Purchaser. The Purchaser further acknowledges that such features may limit the usable area of the backyard of the Real Property and it shall be the responsibility of the Purchaser to maintain and

replace, if necessary.

15. Building Location Survey

The Vendor shall provide, at its option, a building location survey of the Real Property before Closing. The Purchaser shall pay a fee of \$800.00 plus HST to the Vendor on Closing in respect of the obligation herein.

16. Prior Mortgages

Title to the Real Property may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor's Solicitor's undertaking to obtain and register complete or partial discharges of such mortgages as soon as reasonably possible after Closing, subject to the Vendor's Solicitor providing to the Purchaser's solicitor the following:

- (a) a mortgage statement or letter from the mortgagee(s) confirming the amount required to be paid to the mortgagee(s) to obtain a discharge (or partial discharge);
- (b) a direction from the Vendor to the Purchaser to pay said amount(s) to the mortgagee(s) on the Closing Date; and
- (c) an undertaking from the Vendor's Solicitor to deliver said amount(s) to the mortgagee(s) and to register the discharge (or partial discharge) upon receipt thereof and to advise the Purchaser's solicitor concerning registration particulars.

If so requested by the Vendor, the Purchaser agrees to provide proof to the Vendor's mortgagee(s), within 10 days of such request, that the Purchaser has arranged financing to enable the Purchaser to close the transaction or otherwise the Purchaser shall provide proof, satisfactory to the Vendor, that it has the ability to close the transaction from its own resources.

17. Direction Regarding Title

The Purchaser shall, on or before the Closing Date, advise the Vendor in writing of the manner in which the Purchaser intends to take title to the Real Property. If the Purchaser does not so advise the Vendor as to how the Purchaser intends to take title to the Real Property, the Vendor shall be entitled to tender the transfer of title to the Real Property on the Closing Date engrossed in the name of the Purchaser as recorded on page 1 of this Agreement. Notwithstanding anything herein to the contrary, and for greater certainty, the Purchaser acknowledges and agrees that he shall not have the right to direct title into the name of any other party who is not also contractually bound as a purchaser pursuant to this Agreement, save and except to an immediate family member of the Purchaser. In the event of any subsequent or additional title direction, which is accepted by the Vendor in its sole discretion, the Purchaser agrees to pay an administration fee to the Vendor of \$500.00 plus HST on Closing.

18. Purchaser's Acknowledgments and Covenants

The Purchaser acknowledges that all schedules attached hereto shall form a part of this Agreement. The Purchaser acknowledges that he has read all paragraphs, schedules, amendments and addenda of this Agreement.

The Purchaser is advised that as of the date of this Agreement, the Vendor may currently be pursuing planning approvals dealing with the Land. The Purchaser covenants and agrees that he shall not oppose any application made by the Vendor relating to the development of the Land, or any part thereof, including (without limiting the generality of the foregoing) any application for a variance of and/or change to any zoning by-law applicable to the Land. The Purchaser acknowledges and agrees that this covenant does not merge on closing and may be pleaded as a complete defence to any opposition or objection raised by the Purchaser in this regard.

The Purchaser covenants and agrees not to object to any construction by the Vendor on adjoining lands or claim that such construction and/or the resultant noise, dust or vibration is an inconvenience or nuisance. The Purchaser acknowledges and agrees that this covenant does not merge on closing and may be pleaded by the Vendor as a complete defence to any opposition or

objection raised by the Purchaser in this regard.

The Purchaser acknowledges that the Vendor has made no representation regarding the site lines and view from the Purchaser's dwelling.

The Purchaser acknowledges that no representation or warranty has been made to the Purchaser by the Vendor or any of its agents, employees or representatives with respect to municipal taxes, utility costs or other expenses relating to the ownership or operation of the Real Property. The Purchaser acknowledges that he shall be responsible for making his own inquiries to the appropriate municipal authorities or utilities in this regard.

The Purchaser acknowledges and agrees that the legal description/lot numbering which identifies the Real Property on page 1 hereof may be changed by the Vendor, in its sole and absolute discretion.

The Purchaser acknowledges and agrees that the hot water heater and tank may be rented. In such event, the hot water heater and tank shall remain the property of the applicable utility company and shall not be or become a fixture and/or part of the dwelling. Further, in such event, the Purchaser agrees to execute a rental contract as may be required by the applicable utility company with respect to the hot water heater and tank.

The Purchaser shall solely be responsible for watering and general maintenance of the sod, trees, shrubs and other landscaping installed on the Real Property or on the street allowance adjacent to the Real Property from and after the Closing Date or from the date that such sod, trees, shrubs or other landscaping is installed, whichever date is later, and the Vendor shall have no obligation in this regard. In the event that the Vendor is required to replace any sod, trees, shrubs or other landscaping as a result of the Purchaser failing to comply with his obligations pursuant to this paragraph, the Purchaser acknowledges that the Vendor shall not be obligated to complete any remedial work unless the Vendor is paid in full by the Purchaser in advance.

The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damaged or diseased trees on the Real Property. After the Closing Date, the Purchaser shall be responsible for the care, removal and replacement of all trees on the Real Property, subject to compliance with zoning by-laws and regulations prescribed by the Municipality from time to time.

The Purchaser acknowledges that for transactions closing between January 1 and June 30 of any year, final lot grading and sodding may not be completed until November 30 of that year. Similarly, for transactions closing between July 1 and December 31 of any year, final lot grading and sodding may not be completed until June 30 of the following year. The Purchaser acknowledges and agrees that the Vendor shall not be required to give a separate undertaking to the Purchaser on the Closing Date to complete unfinished work or rectify deficiencies and the Purchaser shall not be entitled to a holdback of any amount due and payable to the Vendor on the Closing Date as security for the Vendor's obligations in this regard.

The Purchaser shall not alter the grading or drainage pattern of the Real Property in any way and shall not construct any fences, pools, patios, sheds, decks or similar structures prior to final grading approval without the Vendor's consent. In the event that any additions and/or improvements constructed by the Purchaser on the Real Property alter or affect the grading and/or drainage pattern of the Real Property and/or the Land, the Purchaser agrees to remove any such addition and/or improvement at his own expense, forthwith after receiving written notice from the Vendor, failing which the Vendor may remove same at the Purchaser's sole cost and expense. In addition, the Purchaser hereby indemnifies the Vendor for any damage caused by the Purchaser (or those for whom the Purchaser is responsible in law) to any services or other installations situate on or adjacent to the Real Property.

The Purchaser acknowledges that minor settlement is not unusual with new construction. Consequently, the Purchaser acknowledges and agrees that the Vendor shall not be liable or responsible for the repair or rectification of any exterior work to the Real Property resulting from ordinary settlement, including the settlement of driveways, walkways, patio stones or sodded

areas. Nor shall the Vendor be liable or responsible for the repair or rectification of any damage to interior household improvements, chattels or décor caused by material shrinkage, twisting or warpage, unless such matters are covered by the warranties deemed to be given by the Vendor to the Purchaser under the Ontario New Home Warranties Plan Act and for which the Purchaser has made a valid claim in the prescribed form and within the time limit prescribed by the Ontario New Home Warranties Plan Act.

The Purchaser acknowledges that lands in the vicinity of the Real Property may be used for naturalized stormwater management (including, without limitation, a soak away pit, if applicable) and, in particular, there may be an overland flow drainage ditch and stormwater management pond in the locations identified on the Plan of Subdivision. The Purchaser acknowledges that he has entered into this Agreement with full knowledge of such facilities and that same may not be fenced or protected in any way. The Purchaser acknowledges that such facilities may be dangerous to unattended children or other persons not adequately supervised. The Purchaser hereby agrees to release, indemnify and save harmless the Vendor and/or Municipality from any and all claims resulting from these matters.

In the event that the Real Property has any drainage swales, catchbasins, soak away pits or other stormwater management facilities, the Purchaser covenants and agrees not to alter any such facilities. In addition, the Purchaser acknowledges and agrees to keep such facilities clear of all debris, leaves, grass and other materials which may prevent the proper operation of such facilities from and after the Closing Date. In the event that the Purchaser fails to comply with these obligations, the Purchaser acknowledges and agrees that he shall be responsible for all damages or injuries which may result.

In the event that the Real Property has a retaining wall, the Purchaser acknowledges and agrees that he shall be responsible for maintaining the retaining wall from and after the Closing Date. In the event that the Purchaser fails to comply with this obligation, the Purchaser shall be responsible for all damages and injuries which may result.

The Purchaser acknowledges that title to the Real Property may be subject to restrictive covenants in favour of the Vendor and/or Municipality regarding architectural standards, building standards, landscaping standards, maintenance standards and/or other matters regulating any further improvements to the Real Property. Without limiting the generality of the foregoing, the Purchaser acknowledges that such restrictive covenants may regulate and/or restrict the following:

- (a) the location, maintenance, repair and replacement of buildings, structures, swimming pools and/or fencing on the Real Property;
 - (b) the installation of antennas and/or satellite dishes on the Real Property;
 - (c) the parking of trailers, trucks and/or boats on the Real Property;
 - (d) the installation of permanent clothes lines;
 - (e) the Purchaser's ability to make changes to the colour of exterior components of the dwelling;
 - (f) exterior architecture, character and building materials relating to any improvements to the Real Property;
 - (g) tree preservation, earth disposition, grading, drainage, erosion and sedimentation control; and
- other matters designed to preserve the architectural, building, landscaping and maintenance standards established by the Vendor relating to the Real Property and the Land.

The Purchaser covenants and agrees to strictly observe, perform and adhere to all of such restrictions and obligations. The Purchaser acknowledges and agrees that such restrictive covenants may be registered against title to the Real Property and the Land on or before the Closing Date. The Purchaser acknowledges that, on the Closing Date, the Purchaser shall execute a

separate document (in the Vendor's standard form, without amendment) incorporating and expanding on the terms and conditions of this paragraph.

The Purchaser acknowledges that the basement of the dwelling may be constructed with a sump pump or other dewatering mechanism to prevent ground water infiltration into the basement. The Purchaser acknowledges and agrees that he shall be solely responsible for maintenance of the sump pump or other dewatering mechanism from and after the Closing Date. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for any water damage caused to any basement improvements or to any chattels located in the basement from and after the Closing Date unless such matters are covered by the warranties deemed to be given by the Vendor to the Purchaser under the Ontario New Home Warranties Plan Act and for which the Purchaser has made a valid claim in the prescribed form and within the time limit prescribed by the Ontario New Home Warranties Plan Act.

19. Acknowledgement and Waiver

The Purchaser acknowledges and agrees to comply with the warnings, covenants and restrictions contained in Schedule "F" hereto.

20. Modifications

The Vendor agrees that it shall complete the dwelling in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office and/or on its website or in digital brochures, subject to the modifications permitted by this Agreement. The Purchaser acknowledges having reviewed and approved the plans and specifications relating to the dwelling which is being acquired by the Purchaser from the Vendor pursuant to this Agreement. With respect to any aspect of construction, materials, finishes, colours, appliances, fixtures, equipment or dimensions relating to the Real Property, the Vendor shall have the right without notice to or consent from the Purchaser to make any changes to the plans and to substitute materials, finishes, colours, appliances, fixtures, equipment or dimensions from those described in the Agreement of Purchase and Sale or in the plans and specifications associated therewith, provided that the substituted items are of substantially equal or better quality, planning and construction. Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees to the following, all without notice to the Purchaser and without compensation or abatement to the Purchase Price:

The Purchaser acknowledges and agrees that the Vendor may, from time to time, modify, change or vary any elevations, specifications or plans pertaining to the Real Property (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans), as well as the location of any utilities, meters or other equipment located within the basement of the dwelling (which may, in turn, result in a decrease of the useable space in the basement including a reduction in basement ceiling height clearance) in order to accommodate any physical, building and/or material supply/installation constraints encountered during construction, as well as to reflect or incorporate any municipal, site plan approval and/or architectural control requirements.

- (a) The Vendor shall have the right to construct the elevation as shown on Schedule "E" attached hereto or, the reverse mirror image of the dwelling, including reversal of the garage siting and reversal of the interior floor plan layout, notwithstanding the preliminary indication as to Garage Location (when viewed from the street and facing the front of the dwelling) on page 1 of this Agreement.
- (b) The Purchaser acknowledges that any representation to the Purchaser as to the ceiling height of any room is approximate only and that such height may be reduced in all or in some portions of the room as a result of bulkheads, ducts, fans or other similar installations.
- (c) As of the date of this Agreement, the final site plan relating to the Land showing the actual siting of the dwelling on the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the

dwelling on the Land in a location or angle different than as depicted in the sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement.

- (d) The Purchaser hereby acknowledges that, as of the date of this Agreement, final grading plans relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement which may require the installation of a step or series of steps to the front door, side door, rear door or any other door of the dwelling. In addition, the Purchaser acknowledges and agrees that the grading of the lot may require the use of a retaining wall or walls on the lot or on adjoining properties.
- (e) In the event that this Agreement calls for the construction of a walkout basement (as referenced on page 1 of this Agreement) and such is not possible pursuant to final approved grading, engineering and/or site plans, the Purchaser shall accept a credit to the Purchase Price in lieu thereof. If this Agreement does not call for a walkout basement and such is required by the Municipality pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the credit to the Purchase Price or the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.
- (f) In the event that the plans for the Real Property contemplate direct access from the garage to the dwelling, the Purchaser acknowledges that such feature is subject to the specific grading requirements of the lot and, at the time of executing this Agreement, the Vendor does not yet know whether it will be necessary to construct stairs from the garage to the dwelling and, if so, the number of steps and risers that will be required. The Purchaser acknowledges that, depending upon the location of the access and the number of steps and risers required to be constructed, the presence of stairs in the garage may reduce the number of cars that can be accommodated in the garage. In the event that access can be constructed with three or fewer risers, the access and stairs shall be constructed by the Vendor without notice to the Purchaser. In the event that access can only be constructed with four or more risers, the Vendor shall advise the Purchaser in writing and the Purchaser shall have seven days from receipt of such notice to advise the Vendor in writing whether or not the Purchaser wants the Vendor to construct such stairs and access. In the event that the Purchaser does not respond to the Vendor in writing within seven days, the Purchaser shall be deemed to have advised the Vendor that it does not want the Vendor to construct the access and stairs. In the event that the Purchaser instructs the Vendor not to construct the access or does not respond, the Purchaser shall not be entitled to any compensation or abatement to the Purchase Price.
- (g) The Purchaser acknowledges that, notwithstanding, anything contained in any brochures, drawings, plans, advertisements or other marketing materials, or any statements made by the Vendor's sale representatives, there is no warranty or representation contained herein or elsewhere on the part of the Vendor as to the area of the lot or dwelling. The Purchaser further acknowledges that all such dimensions or other data are approximate only and that the Purchaser is not acquiring the lot or dwelling on a price per square foot basis. Accordingly, the Purchaser shall not be entitled to any abatement or refund of the Purchase Price based on the precise area of the lot and/or dwelling.
- (h) The Purchaser acknowledges and agrees that the Vendor may revise the configuration of the lots on the Plan of Subdivision, the alignment of lot boundaries and the numbering sequence for the lots prior to registration of the first phase of the Plan of Subdivision, in the sole and absolute discretion of the Vendor.
- (i) The Purchaser acknowledges that the area of the lot, as represented to the Purchaser

by the Vendor's sales representative or by any brochures, drawings, plans, advertisements or other marketing materials, is approximate only. The Purchaser acknowledges that the Purchase Price is not directly a function of the area of the lot and, consequently, in the event that the final area of the lot as shown on the registered Plan of Subdivision is less than the area of the lot as represented to the Purchaser at the time of executing this Agreement, the Purchaser acknowledges and agrees that he shall not be entitled to any reduction or amendment to the Purchase Price.

21. Assignment

The Purchaser covenants and agrees not to advertise for sale, list for sale, offer for sale, sell or enter into any other agreement, conditional or otherwise, to sell the Real Property or assign the Purchaser's interest in this Agreement to any person until after Closing without the prior written consent of the Vendor which may be unreasonably or arbitrarily withheld. Any offering for sale, assignment, sale or other disposition of the Purchaser's interest in the Real Property or this Agreement prior to Closing shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement, in which event, the Vendor shall be entitled to retain all deposits as liquidated damages and not as a penalty and the Purchaser shall have no further interest in the Real Property or this Agreement, nor any claim for damages, costs, expenses, loss of bargain or other amounts whatsoever against the Vendor.

The Purchaser acknowledges and agrees that the Vendor shall have the right, at any time prior to Closing, to assign its interest in this Agreement to a corporation related to the Vendor (the "Assignee") without notice to or consent from the Purchaser. Provided that the Vendor delivers to the Purchaser a written covenant of the Assignee agreeing to be bound by all of the terms and conditions of this Agreement and confirming that the Assignee is registered with Tarion Warranty Corporation, the Vendor originally named in this Agreement shall be deemed to have been relieved of all obligations and fully released with respect to this Agreement effective as of the date of such written covenant, and the Assignee shall be deemed to be the Vendor for the purposes of this Agreement.

22. Tender

The parties waive personal tender and agree that failing other mutually acceptable arrangements, tender may be validly made if made on the solicitor for the party being tendered on. The Purchaser agrees that payment must be made or tendered by bank draft or certified cheque. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements to do so in case the Purchaser should complete the transaction. Notwithstanding the foregoing, in the event that the Purchaser or his solicitor indicates or expresses to the Vendor or its solicitor, either verbally or in writing, on or before the Closing Date, that the Purchaser is unable or unwilling to complete this purchase transaction, the Vendor shall be relieved of any obligation to make any formal tender on the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

23. No Registration

The Purchaser covenants not to register this Agreement, notice of this Agreement, any caution, certificate of pending litigation, or any other document against title to the Land. In the event that the Purchaser does not comply with this obligation, the Purchaser shall be in default and the provisions of paragraph 30 shall apply. Alternatively, the Vendor may, as agent and attorney of the Purchaser, remove any such encumbrance from the title to the Land (at the Purchaser's sole cost and expense). In this regard, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor as his agent and attorney in fact and in law.

24. Force Majeure

The Purchaser acknowledges and agrees that if the Vendor is delayed, hindered in or prevented from the performance of any obligation under this Agreement for reasons beyond its control, including, without limiting the generality of the foregoing, delays caused by pandemics, strikes, fire, storm, earthquake, explosion, energy shortages, sabotage, labour disputes, labour shortages, litigation, work stoppages, transportation embargoes or delays, failure or shortage of materials, trades or machinery, default by its contractors, civil insurrection, floods, acts of God, objections

to the development of the project from adjoining land owners or ratepayer groups, delays in obtaining development approvals from the Municipality and other events of force majeure. In such event, the Closing Date shall be extended accordingly and the Purchaser acknowledges and agrees to accept such extended Closing Date without compensation or abatement to the Purchase Price. Extensions to the Closing Date required as a result of an event contemplated by this paragraph shall be in addition to those specified by paragraph 12 hereof.

25. Covenants Shall Not Merge

The Purchaser covenants and agrees that all covenants herein given by him shall not merge on the closing of this transaction but shall remain in full force and effect. The Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date.

26. Risk Prior to the Closing Date

The Real Property shall be and remain at the risk of the Vendor until the Closing Date. If any part of the Real Property is damaged before the Closing Date, the Vendor may either repair the damage and complete this transaction or cancel this Agreement, at the Vendor's sole and absolute discretion. In the event of cancellation, the Deposit shall be returned to the Purchaser without interest or deduction and the Purchaser acknowledges and agrees that the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever. The Purchaser acknowledges that all insurance policies arranged by the Vendor and all insurance proceeds payable pursuant to such policies shall be for the sole benefit of the Vendor. In the event that the Vendor elects to repair the damage and complete the transaction contemplated by this Agreement, the Closing Date may be extended by the Vendor for the length of time required by the Vendor to complete the repairs.

27. Right of Re-Entry

Notwithstanding the closing of this transaction and the delivery of title to the Real Property to the Purchaser, the Vendor and its authorized representatives shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Real Property in order to make inspections or to do any work or repairs which may be deemed necessary by the Vendor in connection with the completion, repair or servicing of any installations in the Real Property or any other lot.

28. No Interference

The Purchaser covenants and agrees not to interfere with the completion by the Vendor of any improvements to the Land. Similarly, the Purchaser covenants and agrees not to interfere with the sale or lease by the Vendor of any other dwelling or lot. In this regard, the Purchaser acknowledges and agrees that the Vendor shall have the right to operate sales offices, administration offices, construction offices and model suites in the subdivision. In addition, the Vendor shall have the right to advertise and display signage on the Land.

29. Purchaser's Financial Disclosure

At any time and from time to time prior to the Closing Date, the Purchaser agrees to provide to the Vendor all financial and other information relating to the Purchaser as the Vendor may reasonably require in order to confirm the credit worthiness of the Purchaser and the Purchaser's ability to complete the transaction of purchase and sale contemplated by this Agreement. If the Purchaser fails to provide such information within 10 days of the request for same by the Vendor or its agent, then the Purchaser shall be considered to be in default under this Agreement and the provisions of paragraph 30 shall apply.

30. Default

In the event of default by the Purchaser of any covenant, representation, warranty, acknowledgment or obligation to be performed under this Agreement, and such default continues for three (3) days after written notice thereof has been given to the Purchaser or his solicitor by the Vendor or its solicitor, then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void, and in such event the Deposit, all interest accrued thereon, and all other amounts paid to the Vendor with

respect to extras or changes to the Real Property ordered by the Purchaser shall be forfeited to the Vendor and shall become the absolute property of the Vendor, without prejudice to or limiting the rights of the Vendor to claim for damages in excess of such amounts.

In the event that the Purchaser or his solicitor indicates to the Vendor or its solicitor either verbally or in writing on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase or take occupancy of the Real Property, the Vendor, at its option, shall have the right to declare this Agreement null and void, the provisions of the preceding paragraph with respect to forfeiture shall apply, the Vendor shall be relieved of any obligation to make any formal tender upon the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

Time shall be of the essence with respect to all payments to be made by the Purchaser to the Vendor pursuant to this Agreement. In the event that the Purchaser is in default with respect to the payment of any amount owing by the Purchaser to the Vendor pursuant to this Agreement, the Vendor shall have the right to declare this Agreement null and void (after giving three days written notice to the Purchaser as contemplated above) or, provided the Purchaser satisfies the Vendor that the Purchaser will complete the transaction, the Vendor may (but shall have no obligation to) elect to complete the transaction of purchase and sale contemplated by this Agreement provided that the Purchaser shall pay interest on the amounts which are in arrears calculated at the rate of 18% per annum commencing on the date on which such amount was due and payable by the Purchaser to the Vendor until the date on which all arrears are paid in full plus all additional legal and other expenses incurred by the Vendor.

31. Termination

In the event that this Agreement is terminated through no fault of the Purchaser, the Deposit shall be returned to the Purchaser without interest or deduction (save for the deduction from the Deposit of any amount payable by the Purchaser for any extras, upgrades and/or changes ordered by the Purchaser and for which payment in full has not yet been received by the Vendor, unless this transaction is not completed by reason of the default of the Vendor, in which case such amount for extras, upgrades and/or changes shall be returned to the Purchaser). The Purchaser further acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser acknowledges and agrees that this provision may be pleaded by the Vendor as a complete defence to any claim which may be made by the Purchaser against the Vendor.

32. Notice

Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and such notice shall be sent in the manner prescribed by the Tarion Warranty Program Addendum attached as Schedule "B".

33. Warning Clauses

The Purchaser acknowledges that development and/or site plan agreements to be entered into by the Vendor with approval authorities may require the Vendor to provide the Purchaser with notice regarding ownership and operation of municipal services, access to the Land, expansion of adjacent roadways and/or regarding any other matter relating to the Land, including easements and warning clauses. The Purchaser agrees to be bound by the content of any such notice, whether given to the Purchaser at the time this Agreement is entered into, or at any time thereafter up to and including the Closing Date. The Purchaser covenants and agrees to execute, forthwith upon the Vendor's request, any acknowledgment confirming the Purchaser's receipt of any such notice if and when required to do so by the Vendor.

34. Power of Attorney

The Purchaser hereby irrevocably authorizes the Vendor to execute the following documentation on his behalf:

- (a) Certificate of completion and possession in the event that the Purchaser fails to inspect the dwelling prior to the Closing Date as contemplated by paragraph 10;
- (b) Application for the GST/HST New Housing Rebate;
- (c) Any documentation required to remove any notice registered by the Purchaser against the Land relating to this Agreement as contemplated by paragraph 23.

In this regard, the Purchaser hereby irrevocably appoints the Vendor to be his lawful attorney for the purpose of executing the documentation referenced above. The Purchaser confirms that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser and that such appointment and power of attorney shall be irrevocable and is effective as of the date of execution of this Agreement by the Purchaser.

35. Electronic Registration

In the event that the electronic registration system (“**TERS**”) is operative in the Land Registry Office, at the option of the Vendor’s Solicitor, the following provisions shall apply:

- (a) The Purchaser shall be obliged to retain a solicitor in good standing with the Law Society of Ontario to represent him in connection with the completion of this transaction, and shall authorize and instruct such solicitor to enter into an escrow closing agreement with the Vendor’s Solicitor (the “**Escrow Agreement**”) establishing the procedures and timing for completing the transaction contemplated by this Agreement. The Escrow Agreement shall be on the Vendor’s standard form, unamended.
- (b) The delivery and exchange of documents and funds and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the transfer/deed of land relating the Real Property; and
 - (ii) shall be governed by the Escrow Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold the same in escrow, and will not be entitled to release the same except in strict accordance with the provisions of the Escrow Agreement.
- (c) If the Purchaser’s solicitor is unwilling or unable to complete this transaction by way of TERS and in accordance with the provisions contemplated under the Escrow Agreement, then the Purchaser’s solicitor shall personally attend at the office of the Vendor’s Solicitor, at such time on the scheduled Closing Date as may be directed by the Vendor’s Solicitor in order to complete this transaction by way of TERS utilizing the computer facilities in the Vendor’s Solicitor’s office, upon payment of a fee of \$500.00 plus HST to the Vendor’s Solicitor.
- (d) The Purchaser expressly acknowledges and agrees that he will not be entitled to receive the transfer for registration until the balance due on closing, calculated in accordance with the statement of adjustments, is either remitted by certified cheque by way of personal delivery or by electronic funds transfer to the Vendor’s Solicitor.
- (e) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor’s Solicitor has:
 - (i) delivered to the Purchaser’s solicitor all closing documents (electronically or otherwise);
 - (ii) advised the Purchaser’s solicitor, in writing, that the Vendor is ready, willing and able to complete this transaction in accordance with the terms of this Agreement; and

- (iii) completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's Solicitor without the co-operation or participation of the Purchaser's solicitor;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor and without any requirement to have an independent witness evidencing the foregoing.

Notwithstanding the foregoing, or anything else herein to the contrary, the Vendor shall have a one-time unilateral right to extend the Closing Date for one (1) business day to avoid the necessary tender where a Purchaser is not ready to complete the transaction on the Closing Date.

36. Electronic Document Delivery

The Purchaser acknowledges that the Vendor's Solicitor may deliver all closing documents to the Purchaser's solicitor via a secure internet document delivery system. All documentation may be executed by or on behalf of the Vendor and/or the Vendor's Solicitor utilizing electronic signatures in compliance with the Electronic Commerce Act. The Purchaser acknowledges and agrees that the Vendor's Solicitor shall not be required to deliver paper documents to the Purchaser's Solicitor. In the event that the Purchaser or his solicitor insists on delivery of paper documents, the Purchaser agrees to pay an administration fee of \$500.00 plus HST as an adjustment on the Closing Date.

37. Privacy Legislation

For the purposes of facilitating compliance with the provisions of any applicable federal and/or provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information including, without limitation, the Purchaser's name, home address, e-mail address, facsimile number, telephone number, age, date of birth, marital status, occupation, employment status, current home ownership details and intention regarding rental or owner occupation of the Real Property; residency status, social insurance number, business identification number and HST registration number; and, the Purchaser's financial information, desired suite design and colour/finish selections. The Purchaser acknowledges that this information will be used by the Vendor to facilitate completion of this transaction, for post-closing and after-sales customer care purposes, for the purpose of marketing other projects to the Purchaser and/or for property management purposes. The Purchaser agrees to the disclosure and/or distribution of any or all of such personal information to the following entities on the understanding that the Vendor shall not sell or otherwise distribute such personal information to anyone other than the following entities:

- (a) companies or legal entities that are associated with, related to or affiliated with the Vendor for the purposes of construction of the project, property management (including leasing the Real Property on behalf of the Purchaser), marketing, advertising and/or selling various products and/or services to the Purchaser;
- (b) third party marketing or data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional information about new condominiums, new subdivisions and/or related services to the Purchaser;
- (c) financial institutions providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser;
- (d) the Vendor's construction lender, the project monitor, the Vendor's designated take-out lender, the Tarion Warranty Corporation and/or any insurer engaged in connection with the development and/or construction financing of the project;
- (e) insurance companies providing (or wishing to provide) insurance coverage with respect to the project (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender in connection with the completion of

this transaction;

- (f) trades/suppliers or sub-trades/suppliers who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (g) providers of cable television, telephone, telecommunication, hydro-electricity, gas and/or other similar or related services to the property (or any portion thereof);
- (h) relevant governmental authorities or agencies including, without limitation, the Land Registry Office, the Municipality, the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to the HST);
- (i) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the Income Tax Act; and
- (j) the Vendor's Solicitor or Purchaser's solicitor to facilitate Closing, including the closing by electronic means via the Teraview Electronic Registration System and electronic delivery of documentation via the internet.

38. General Contract Provisions

- (a) Time shall be of the essence of this Agreement.
- (b) This Agreement, when executed by both the Vendor and Purchaser, shall constitute a binding agreement of purchase and sale.
- (c) This Agreement may be executed in counterparts and by means of facsimile transmission or by e-mail.
- (d) The Purchaser acknowledges and agrees with the Vendor that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the Real Property, other than expressed in this Agreement.
- (e) The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
- (f) The representations, warranties, covenants and obligations of the Purchaser contained in this Agreement which are not completely fulfilled, satisfied and/or completed as of the Closing Date shall not merge upon but shall survive closing, in full force and effect, and shall enure to the benefit of the Vendor and its successors and assigns.
- (g) Terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and, as the context of this Agreement permits, their respective heirs, executors, administrators, successors and assigns.
- (h) Each provision of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any provision shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event, all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision has never been included herein.
- (i) Reference to any statute in this Agreement shall be deemed to include any regulations relating to such statute and all amendments to such statute and/or regulations, from time to time. In addition, reference to a specific section, paragraph and/or clause of any statute or regulation shall be deemed to include

- (j) reference to any corresponding provisions of future law. This provision also relates to builder bulletins published by the Warranty Program from time to time.
- (k) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

DRAFT

Schedule “B”

Tarion Warranty Program Addendum

TARION WARRANTY INFORMATION FOR NEW FREEHOLD HOMES
(2 PAGES)

TARION FREEHOLD FORM – PAGES 1 TO 12
STATEMENT OF CRITICAL DATES - DELAYED CLOSING WARRANTY
(12 PAGES)

APPENDIX “A” TO TARION WARRANTY PROGRAM ADDENDUM - EARLY
TERMINATION CONDITIONS
(1 PAGE)

APPENDIX “B” TO TARION WARRANTY PROGRAM ADDENDUM - ADJUSTMENTS
TO PURCHASE PRICE OR BALANCE DUE ON CLOSING
(2 PAGES)

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

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

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work or materials in the electrical, plumbing, and heating delivery and distribution systems
- 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)
- Protects against violations of Ontario’s Building Code that affect health and safety

Seven-Year Warranty

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

Continued...

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

1. 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.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. 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.

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

Full Name(s)

PURCHASER

Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 27th day of July, 2022.

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 24th day of November, 2022.

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 24th day of March, 2023.

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 24th day of November, 2023.

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the 28th day of April, 2022.

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

Notice of a second delay in Closing must be given no later than: the 26th day of August, 2022.

(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser’s Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on: the 27th day of December, 2023.

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

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

Acknowledged this ____ day of _____, 20____.

VENDOR: _____PURCHASER: _____

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	Sterling Homes (Weston Rd) Inc.		
	Full Name(s)		
	48985	20 Rivermede Rd - Suite 204	
	HCRA Licence Number	Address	
		Concord	Ontario
	Phone	City	L4K 3N3
		Province	Postal Code
	Fax	Email*	

PURCHASER	Full Name(s)		
	Address	City	Province
			Postal Code
	Phone		
	Fax	Email*	

PROPERTY DESCRIPTION

Municipal Address		
Toronto	Ontario	M9M 2S7
City	Province	Postal Code
PT LT 14 CON 5 WYS TWP OF YORK; PT RDAL BTN CON 5 & CON 6 WYS TWP OF YORK CLOSED BY		
Short Legal Description		
NY66450 PT 11 64R15375; TORONTO (N YORK), CITY OF TORONTO, BEING ALL OF PIN 10310-0908(LT)		
Number of Homes in the Freehold Project <u>5</u> (if applicable – see Schedule A)		

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision.
If yes, the plan of subdivision is registered.
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

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

☒ Yes ☐ No

If yes, the nature of the confirmation is as follows: _____
City engineering, structurally service lateral connection off an existing sewer and watermain
If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: _____

- (c) A building permit has been issued for the Property.

☐ Yes ☒ No
- (d) Commencement of Construction: ☐ has occurred; or ☐ is expected to occur by the 23rd day of October, 2021.

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.

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First 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

**Freehold Form
(Tentative Closing Date)**

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

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ☐ Yes ☐ No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

**Freehold Form
(Tentative Closing Date)**

Condition #1 (if applicable)

Description of the Early Termination Condition:

SEE APPENDIX A TO TARION WARRANTY PROGRAM 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:

SEE APPENDIX A TO TARION WARRANTY PROGRAM ADDENDUM

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

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

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

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

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

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MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

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15. Disputes Regarding Termination

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

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**Freehold Form
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SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

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SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1. Schedule “ A ” , 4(b) The enrolment and/or regulatory fees, plus applicable taxes, paid by the Vendor for the Real Property under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the New Homes Warranty Plan Act, New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to the foregoing, including, without limitation, the Tarion Warranty Corporation and/or the Home Construction Regulatory Authority.
2. Schedule “ A ” , 4(c) All additional, new or increased charges and/or levies imposed by any school board in connection with the development of the Land and/or any charge or levy pursuant to the Education Act, to a combined maximum amount of \$5,000.00.
3. Schedule “ A ” , 4(d) All additional, new or increased charges and/or levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authority [save and except for any adjustment contemplated by 4(c) Schedule “ A ”], including, without limiting the generality of the foregoing, any charge or levy pursuant to the Development Charges Act, to a combined maximum amount of \$15,000.00.
4. Schedule “ A ” , 4(e) Any charges and/or deposits relating to the installation of meters and/or check meters used to measure the consumption rate of gas, hydro, water or other utilities supplied to the Real Property and all connection and energization charges for the Real Property, not to exceed \$750.00.
5. Schedule “ A ” , 4(f) Realty taxes (including local improvement charges pursuant to the Local Improvement Act, if any), adjusted on the Vendors reasonable estimate as though the Real Property were fully completed, separately assessed and realty taxes and/or local improvement charges paid in full.
6. Schedule “ A ” , 4(g) The price of all extras or changes included in or made part of the Real Property at the request of the Purchaser and for which the Purchaser has not previously paid the Vendor, plus applicable taxes.
7. Schedule “ A ” , 4(h) An administration fee of \$400.00 plus HST for each cheque which is not accepted by the Vendor's bank or with respect to which any additional attention is required from the Vendor beyond simply depositing the cheque on the date prescribed by this Agreement (such as a request by the Purchaser to delay depositing a cheque until after the date on which that instalment of the Deposit is due).
8. Schedule “ A ” , 4(i) An adjustment in the Vendor's favour for that portion of the HST to be paid by the Purchaser pursuant to paragraph 5 Schedule “ A ” , if any.
9. Schedule “ A ” , 4(j) The LPIC fee in the amount not exceeding \$200.00 plus HST imposed on the Vendor's Solicitor by the Law Society of Ontario in connection with the delivery of a transfer/deed to the Purchaser on the Closing Date.
10. Schedule “ A ” , 4(k) An administration fee of \$400.00 plus HST for each dishonored or non-sufficient funds cheque.
11. Schedule “ A ” , 4(l) The charges for any utilities consumed in the Real Property shall be apportioned and shall be to the account of the Purchaser from the day of Closing onwards.
12. Schedule “ A ” , 4(m) An administration fee of \$400.00 plus HST in the event that the Purchaser fails to attend at its Décor Appointment pursuant to paragraph 8 of Schedule “ A ” .

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

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

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

13. Schedule “ A ” , 4(n) An administration fee of \$400.00 plus HST plus all costs associated therewith each time an amendment is requested in the event that the Purchaser requests any amendment to a finishing item or colour selection after the date on which the original selection is finalized pursuant to paragraph 8 of Schedule “ A ” .
14. Schedule “ A ” , 4(o) An administration fee of \$200.00 plus HST for preparing and delivering to the Purchaser's solicitor and title insurer a title advice statement and for preparing and registering discharges of all mortgages registered against title to the Real Property as of the Closing Date pursuant to paragraph 13 of Schedule “ A ” .
15. Schedule “ A ” , 4(p) A fee of \$800.00 plus HST for a building location survey of the Real Property pursuant to paragraph 15 of Schedule “ A ” , if applicable.
16. Schedule “ A ” , 4(q) An administration fee of \$500.00 plus HST in the event of any subsequent or additional title direction pursuant to paragraph 17 of Schedule “ A ” .
17. Schedule “ A ” , 4(r) An administration fee of \$500.00 plus HST in the event that the Purchaser or his solicitor insists on delivery of paper documents.
18. Schedule “ A ” , 4(s) An administration fee of \$500.00 plus HST in the event that the Purchaser's solicitor is unwilling or unable to complete this transaction by way of TERS and in accordance with the provisions contemplated under the Escrow Agreement.
19. Schedule “ A ” , 4(t) A fee of \$600.00 plus HST in connection with any tree planted on the Real Property, if applicable.
20. Schedule “ A ” , 5 HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement or with respect to any extras or upgrades.
21. Schedule “ A ” , 11 In the event that the Purchaser, without the Vendor's written permission, enters the Real Property prior to closing and does any construction work of his own within the dwelling, the Vendor shall be entitled to demolish or remove such work and may charge the Purchaser for its costs of doing so.
22. Schedule “ A ” , 20(f) If this Agreement does not call for a walkout basement and such is required by the Municipality pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.
23. Schedule “ F ” , (xvii) The Purchaser shall provide a refundable deposit on the Closing Date (the “ Security Deposit ”) to secure compliance with the Purchaser ’ s obligations hereunder including, without limitations, the Purchaser's grading and subdivision damage covenants, as well as compliance with all laws, by-laws and zoning by-laws affecting the Real Property. Such Security Deposit shall be equal to two thousand five hundred dollars (\$2,500.00) all re-adjustments, without interest to be made upon written request following Municipal assumption of services servicing the Land, and after confirmation by the Vendor's project managers as to compliance with the Purchaser's obligations, as aforesaid.

Appendix A to Tarion Warranty Program Addendum**Early Termination Conditions**

This Agreement is conditional upon compliance with the provisions of the Planning Act, as amended or restated from time to time, on or before the Closing Date. The Purchaser acknowledges that this condition is for the sole benefit of the Vendor. If such condition is not satisfied, the Vendor may, by notice in writing to the Purchaser given on or before the date referred to herein, terminate this Agreement in which case the Deposit shall be returned to the Purchaser without interest or deduction and the parties shall have no further obligations with respect to this Agreement. If the Vendor does not give written notice within the time limit referred to herein, the Vendor shall be deemed to have waived such condition. In addition, the Purchaser hereby acknowledges that the Purchaser shall have no claim for damages, costs, expenses, loss of bargain, or other amounts whatsoever in the event that the Vendor terminates this Agreement.

This Agreement is conditional on the receipt of final approval from all governmental authorities having jurisdiction in connection with the zoning by-law amendment application, with reference number 18 156670 WET 07 OZ, submitted in respect of the Land, as well as the expiration of the related appeal period either with no appeals raised or if any appeal is raised, a final resolution of such appeal(s) upholding the final approval (the “**Rezoning Condition**”). The foregoing condition is inserted for the benefit of both parties and cannot be waived by either party. This Agreement is condition upon the Rezoning Condition being satisfied on such day which is ninety (90) days prior to the First Tentative Closing Date (the “**Satisfaction Date**”). The Vendor shall provide written notice not later than five (5) Business Days after the Satisfaction Date, stating either that: (A) the foregoing condition has been satisfied; or (B) the foregoing condition has not been satisfied and as a result, the Agreement is terminated. In the event that the Vendor does not provide notice as herein provided, this Agreement shall be deemed to be null and void.

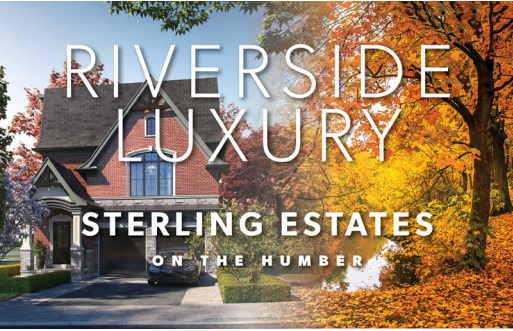
Appendix B to Tarion Warranty Program Addendum

Adjustments to Purchase Price or Balance Due on Closing

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. All said charges, fees or other anticipated adjustments will be subject to any applicable taxes and disbursements.

No.	Reference in Purchase Agreement	Description
1.	Schedule “A”, 4(b)	The enrolment and/or regulatory fees, plus applicable taxes, paid by the Vendor for the Real Property under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the New Homes Warranty Plan Act, New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to the foregoing, including, without limitation, the Tarion Warranty Corporation and/or the Home Construction Regulatory Authority.
2.	Schedule “A”, 4(c)	All additional, new or increased charges and/or levies imposed by any school board in connection with the development of the Land and/or any charge or levy pursuant to the Education Act, to a combined maximum amount of \$5,000.00.
3.	Schedule “A”, 4(d)	All additional, new or increased charges and/or levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authority [save and except for any adjustment contemplated by 4(c) Schedule “A”], including, without limiting the generality of the foregoing, any charge or levy pursuant to the Development Charges Act, to a combined maximum amount of \$15,000.00.
4.	Schedule “A”, 4(e)	Any charges and/or deposits relating to the installation of meters and/or check meters used to measure the consumption rate of gas, hydro, water or other utilities supplied to the Real Property and all connection and energization charges for the Real Property, mot to exceed \$750.00.
5.	Schedule “A”, 4(f)	Realty taxes (including local improvement charges pursuant to the Local Improvement Act, if any), adjusted on the Vendor’s reasonable estimate as though the Real Property were fully completed, separately assessed and realty taxes and/or local improvement charges paid in full.
6.	Schedule “A”, 4(g)	The price of all extras or changes included in or made part of the Real Property at the request of the Purchaser and for which the Purchaser has not previously paid the Vendor, plus applicable taxes.
7.	Schedule “A”, 4(h)	An administration fee of \$400.00 plus HST for each cheque which is not accepted by the Vendor’s bank or with respect to which any additional attention is required from the Vendor beyond simply depositing the cheque on the date prescribed by this Agreement (such as a request by the Purchaser to delay depositing a cheque until after the date on which that instalment of the Deposit is due).
8.	Schedule “A”, 4(i)	An adjustment in the Vendor’s favour for that portion of the HST to be paid by the Purchaser pursuant to paragraph 5 Schedule “A”, if any.
9.	Schedule “A”, 4(j)	The LPIC fee in the amount not exceeding \$200.00 plus HST imposed on the Vendor’s Solicitor by the Law Society of Ontario in connection with the delivery of a transfer/deed to the Purchaser on the Closing Date.
10.	Schedule “A”, 4(k)	An administration fee of \$400.00 plus HST for each dishonored or non-sufficient funds cheque.
11.	Schedule “A”, 4(l)	The charges for any utilities consumed in the Real Property shall be apportioned and shall be to the account of the Purchaser from the day of Closing onwards.
12.	Schedule “A”, 4(m)	An administration fee of \$400.00 plus HST in the event that the Purchaser fails to attend at its Décor Appointment pursuant to paragraph 8 of Schedule “A”.
13.	Schedule “A”, 4(n)	An administration fee of \$400.00 plus HST plus all costs associated therewith each time an amendment is requested in the event that the Purchaser requests any amendment to a finishing item or colour selection after the date on which the original selection is finalized pursuant to paragraph 8 of Schedule “A”.

14.	Schedule “A”, 4(o)	An administration fee of \$200.00 plus HST for preparing and delivering to the Purchaser’s solicitor and title insurer a title advice statement and for preparing and registering discharges of all mortgages registered against title to the Real Property as of the Closing Date pursuant to paragraph 13 of Schedule “A”.
15.	Schedule “A”, 4(p)	A fee of \$800.00 plus HST for a building location survey of the Real Property pursuant to paragraph 15 of Schedule “A”, if applicable.
16.	Schedule “A”, 4(q)	An administration fee of \$500.00 plus HST in the event of any subsequent or additional title direction pursuant to paragraph 17 of Schedule “A”.
17.	Schedule “A”, 4(r)	An administration fee of \$500.00 plus HST in the event that the Purchaser or his solicitor insists on delivery of paper documents.
18.	Schedule “A”, 4(s)	An administration fee of \$500.00 plus HST in the event that the Purchaser’s solicitor is unwilling or unable to complete this transaction by way of TERS and in accordance with the provisions contemplated under the Escrow Agreement.
19.	Schedule “A”, 4(t)	A fee of \$600.00 plus HST in connection with any tree planted on the Real Property, if applicable.
20.	Schedule “A”, 5	HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement or with respect to any extras or upgrades.
21.	Schedule “A”, 11	In the event that the Purchaser, without the Vendor’s written permission, enters the Real Property prior to closing and does any construction work of his own within the dwelling, the Vendor shall be entitled to demolish or remove such work and may charge the Purchaser for its costs of doing so.
22.	Schedule “A”, 20(f)	If this Agreement does not call for a walkout basement and such is required by the Municipality pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.
23.	Schedule “F”, (xvii)	The Purchaser shall provide a refundable deposit on the Closing Date (the “ Security Deposit ”) to secure compliance with the Purchaser’s obligations hereunder including, without limitations, the Purchaser’s grading and subdivision damage covenants, as well as compliance with all laws, by-laws and zoning by-laws affecting the Real Property. Such Security Deposit shall be equal to two thousand five hundred dollars (\$2,500.00) all re-adjustments, without interest to be made upon written request following Municipal assumption of services servicing the Land, and after confirmation by the Vendor’s project managers as to compliance with the Purchaser’s obligations, as aforesaid.



Schedule C

Luxury features

Lot No. _____

Purchaser initial _____

Vendor initial _____



A RIVERSIDE COLLECTION OF FREEHOLD DETACHED HOMES

- Sterling Estates on the Humber is a collection of five elegant stone-and-brick homes by the Humber River Recreational Trail at Weston Road south of Sheppard Avenue West.
- Distinctive architecture showcases eyecatching gable accents and the warmth of brick and stone.
- Welcoming front entryway features a covered front porch with decorative peaked roof and columns.*
- Precast concrete slabs lead to front porch.*
- Precast concrete patio slabs at rear walkout.*
- Grand 8' front entry doors with glass sidelight(s) and satin nickel grip set.*
- Striking black exterior vinyl casement windows with grills and operable window screens at front of home open to let in fresh air.
- Models on corner lots will have vinyl casement windows with grills at front, street side and rear elevation.*
- Premium-quality caulking on all exterior window and door frames for protection and energy savings.
- Pre-finished, maintenance-free aluminum soffits, fascia, eavestroughs and downspouts are colour-coordinated to complement each home.
- Metal-insulated garage door(s).*
- Durable asphalt-paved driveways (one-coat) beautifully accented with permeable stone paver border.
- Poured concrete foundation wall and basement floor.
- Cold cellars optional in basements of some models.*
- Basement perimeter walls with full height insulation.
- Two-and-one-half storey models

CHARMING EXTERIORS

- feature a pressure-treated rear main-level deck with a barbeque line rough-in.*
- Barbeque line rough-in included, lot 5.
- All basement windows are PVC vinyl sliders.*
- Poured concrete garage floors.
- One exterior water tap (plus one located in garage).
- Fully-sodded lots where applicable to grade.
- Limited Lifetime Warranty (25 year) self-sealing quality asphalt roof shingles.
- Exteriors reflect architecturally pre-selected finishes and materials in conjunction with architectural control guidelines.

INSPIRED INTERIORS

- Airy 9-foot high ceilings on main and upper levels and 8-foot high ceilings on ground level, lots 1 to 4.
- Dramatic 10-foot ceilings on main level and 9-foot ceilings on second level lot 5 exclusively.
- Smooth-finish main-level ceilings. Ground and upper-level ceilings feature textured stipple ceiling with 4-inch smooth border.
- Coffered ceiling in master bedrooms, lots 2-5.
- Cosy direct-vent gas fireplace with a pre-cast limestone mantel in the main level family room.
- 3 ¼" wide stained-finish engineered hardwood flooring on main & upper level, excluding tiled areas.
- Quality Berber carpeting, except areas covered with ceramic tile or hardwood flooring, as per brochure and builder standard sample.
- Your choice of imported 12"x24" ceramic or porcelain floor tiles in foyer from builder's standard samples.
- Trimmed archways throughout.*
- Interior doors and trim to be painted

- white and fitted with straight satin nickel lever door hardware with coordinating hinges.
- Grand 8-foot high interior doors and archways on main level. 6'8" high doors on ground, upper and basement.
- Your choice of two standard interior wall paint colours from builder's standard samples.
- 5 ¼" designer baseboards with coordinating 3" door & window casings in all finished areas.
- Stained-oak veneer staircase from ground floor to upper level.*
- Carpeted staircase included for finished basements as per builder standard sample.
- Contemporary black iron pickets with alternating plain and single collar.
- Stained-oak handrail and post as per builder standard sample.

KITCHENS FOR HOME CHEFS

- Custom-designed kitchens with designer-selected cabinetry including tall upper cabinets and drywall bulkheads.*
- Deep fridge upper cabinet with extended gable(s) above.*
- Smooth-finish ceiling.*
- Grand, quartz-topped island with flush breakfast bar, some with sinks.*
- Designer-selected quartz countertops with polished square edge and cut-out for under-mount sink as per builder standard sample.
- Stainless-steel under-mount double sink with a single lever, pull-down faucet.
- Shut-off valve for sink.
- Chimney-style stainless hood fan vented to the outside (standard 6" pipe) in the kitchen.
- 3 ¼" wide stained-finish engineered hardwood flooring for designer touch.

LUXE ENSUITE AND BATHROOMS

- Indulgent freestanding tub in master ensuites.*
- Frameless glass shower enclosures in master ensuites.*
- Framed-glass shower enclosures in remaining bathrooms.*
- Tiled bathtub surrounds (excluding ceiling) in your choice of 8"x10" tiles from builder's standard samples.
- Smooth-finish ceilings.*
- White-skirted acrylic tubs.*
- Statement-making 2"x2" imported mosaic tiles in all shower stalls as per builder standard sample.
- Designer vanity cabinets with laminate countertops and drop-in white vanity sinks.
- Chrome bathroom accessories as per builder standard sample.
- Two-piece standard white toilets.
- Your choice of imported 12"x24" ceramic or porcelain floor tiles in master ensuite from builder's standard samples.
- Your choice of imported 12"x12" or 13"x13" ceramic or porcelain floor tile, from builder's standard samples in all remaining bathrooms.
- Pressure-balanced chrome shower faucets in upstairs bathrooms, where applicable.*
- Single-lever chrome faucets for all bathroom vanities.
- Shut-off valves for all sinks.
- Energy-Star rated bathroom fans.

LAUNDRY ROOMS

- Your choice of imported 12"x12" or 13"x13" ceramic or porcelain floor tile, from builder's standard samples.
- Drop-in plastic laundry tubs.*

TECHNICAL & MECHANICAL

- 200 AMP circuit breaker panel to utility authority standards.
- Energy-efficient gas-fired water

- heater (on rental basis).
- All-copper electrical wiring throughout.
- One exterior electrical outlet at rear of house and one at front porch, plus one located in the garage. As per code.
- Electrical outlet(s) in garage for future garage door opener(s).*
- Vendor's standard interior and exterior light fixtures and door chimes.
- White decora plugs and switches.
- Two convenient USB outlets-one in master bedroom and one in kitchen.
- High-efficiency forced-air gas furnace with HRV for optimum comfort.
- Electronic smoke/strobe and carbon monoxide detectors as per code.
- Rough-in for dishwasher includes provision for electrical and plumbing.
- Energy-Star rated LED lamps.
- Pre-engineered floor systems to be glued and screwed for added strength.
- 3-piece rough-in for bathroom in basement included.

FUTURE-READY SMART HOME

- 1) Future-Ready Smart Home wiring package consists of one (1) fully integrated home wiring system providing high-tech infrastructure capabilities to accommodate today's technology and future add-ons.
- 2) Exclusive 3-Year Complimentary Enercare Smarter Home Essentials Package accessible via the mobile app includes: HVAC High Performance Monitoring, Smart Thermostat (1), Smarter Home Hub (1), and Water Leak Sensor (1). Must be claimed within first 90 days of closing. See sales agent for details.
- 3) Structured high-speed wiring supports high-speed communication.

- 4) Pre-wired telephone outlets in three locations to be selected by purchaser(s) at time of décor selections.
- 5) Pre-wired cable TV outlets in three locations to be selected by purchaser(s) at time of décor selections.
- 6) Free Rogers Promotion Package

YOUR NEW HOME IS PROTECTED BY GUARANTEES:

- 1) One Year Guarantee on the workmanship and materials of your new home, a guarantee backed by Taron (Ontario New Home Warranty Program). **
- 2) Full 2 years' coverage backed by Taron on electrical, plumbing, heat delivery & distribution system. **
- 3) The Full Taron Ontario New Home Warranty Program 7-Year Structural Guarantee on major structural components of your new home. **
- 4) The individual guarantees provided by the quality brand-name suppliers of the many components that go into your new home.

*As per plan.

**See Taron (Ontario New Home Warranty Program) for full warranty details.

Note: Hydro and gas meter location may vary and is subject to Enbridge and/or local utility company standards.

Sizes provided are nominal and may vary slightly per builder's standard sample(s)

We reserve the right to substitute materials of equal or better quality without notice subject to availability at time of construction.

Room dimensions, window configurations and overall floor specifications may vary with final construction documents. All specifications and materials are subject to change without notice.

E.&O.E. January 2021.

NOTE - THE SMALL PRINT

Specifications, terms and conditions are subject to change without notice. Vendor has the right to substitute materials and fixtures of comparable or better value. E. & O. E. Purchaser shall have the right to select exterior cladding package on single and semi-detached dwellings (subject to architectural control), floor coverings, wall tiles, cabinets and countertops from the Vendor's standard samples, subject to timely availability from the Vendor's normal suppliers. Furnace and hot water tank locations are subject to change without notice. Some glazing on exterior renderings may be decorative glass and not see-through. The Vendor offers an extensive array of optional items and upgrades, at an additional cost. The purchaser acknowledges and agrees that variations in colour and shade uniformity may occur and the colours, patterns and availability of samples displayed in the Sales Presentation Centre may vary from those displayed and available at time of colour selection. Hardwood flooring may react to normal fluctuation in humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. The Purchaser acknowledges that the Vendor's sales office has been decorated for public display purposes and contain certain features upgrade finishes, optional items and custom changes that are not included in the basic model. Artistic renderings of house elevations are artists' impression and detailing may vary from that shown.

As provided in paragraph 20 of Schedule "A" attached to the Agreement of Purchase and Sale, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or in the plans and specifications relating to the Real Property provided that the substituted products and materials are of a quality substantially equal to, or better than, the products and materials originally disclosed to the Purchaser.

The Purchaser acknowledges that variations from the Vendor's samples may occur in kitchen cabinets, vanity cabinets, floor finishes, wall finishes and other finishing materials as a result of normal production processes. In addition, natural stones and woods are subject to variations in colour, shade, grain, pattern and texture. Tile and broadloom are subject to pattern, shade and colour variations. Seams may be visible when broadloom is laid.

As provided in paragraph 8 of Schedule "A" attached to the Agreement of Purchase and Sale, the Purchaser agrees to select all finishing items from the Vendor's available samples within 30 days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples and the Purchaser agrees to attend the Vendor's office located at 20 Rivermede Road, Suite 204, Concord, Ontario or to attend a virtual, video conference meeting arranged by the Vendor in order to make such selections. The Purchaser further agrees that if any alterations, additions and/or upgrades are desired to be made to the kitchen that the Purchaser will attend the Vendor's office or attend a virtual, video conference meeting arranged by the Vendor to make such alterations, additions and/or upgrades. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in the delay in the construction of the dwelling or any other dwelling in the project, then on 10 days' notice from the Vendor the Purchaser shall re-attend at the Vendor's office or re-attend a virtual, video conference meeting arranged by the Vendor and make a selection from the Vendor's available substitute finishing items. If the Purchaser fails to make selections following notice from the Vendor, then the Vendor shall be entitled to select such finishing items and the Purchaser agrees that such selections made by the Vendor shall be binding on the Purchaser. Subject to compliance with the regulations, by-laws and bulletins issued by the Tarion Warranty Program, if the Purchaser fails to make his selections following notice from the Vendor, then the Vendor shall be entitled to select such finishing items and such selections by the Vendor shall be binding on the Purchaser.

The Purchaser acknowledges that there shall be no reduction in the price or credit for any luxury feature listed above which is omitted at the Purchaser's request. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model. All dimensions, if any, are approximate. All specifications and materials are subject to change without notice.



Schedule D

Site plan

Lot No. _____

Purchaser initial _____

Vendor initial _____



Lot sizes and specifications may vary and are subject to change without notice. Tree locations may vary. All illustrations are artist's concept. Map is not to scale. E.&O.E. January 2021.



Schedule “E”
Dwelling Plan

See attached.

DRAFT

Schedule “F”

Warnings, Covenants, and Restrictions

The Purchaser acknowledges and covenants as follows:

- i) Purchasers are advised that where sidewalks are located adjacent to the curbs or where the right-of-way width is less than 18.5 meters, sidewalk snow clearing and driveway window clearing will not be carried out by the City.
- ii) Purchasers are advised that any modification to the driveway or to the adjacent landscaping located within the City’s right-of-way are subject to approval by the City.
- iii) The Purchaser(s) and/or tenant(s) are hereby advised that they may not receive a street tree in front of their property.
- iv) the Purchaser covenants and agrees that the surface grading and drainage including all swales for the Real Property shall at all times conform to any approved grading plans for the Lands with the Municipality which controlled the development of the Land and shall not be altered without the written approval of the Municipality;
- v) the Purchaser covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system;
- vi) the Purchaser covenants and agrees that the construction of any accessory buildings or structures (including swimming pools) shall require the approval of the Municipality and acknowledges that swimming pools may be adversely affected by high groundwater levels;
- vii) the Purchaser covenants and agrees to maintain any fence on the boundary of the Real Property in good condition if such fence was erected as a requirement of the original subdivision or development agreement affecting the Real Property and, when necessary, replace same from time to time with a fence made of the same or similar materials and of the same standard;
- viii) the Purchaser covenants that no curb cuts shall be made or driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed;
- ix) the Purchaser acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the Real Property may subside after the date upon which a certificate has been issued indicating that the Lands have been graded in accordance with the approved lot grading plan and the Purchaser covenants that in such event the Purchaser shall provide and place additional soils to ensure that the Real Property continues to be graded in accordance with the approved grading plan;
- x) the Purchaser covenants and agrees that no building or construction materials associated with the residence to be constructed on the Real Property shall be stored on a street allowance or other municipally-owned property;
- xi) the Purchaser covenants and agrees to comply with the requirements of the Municipality’s sewer use by-law in effect from time to time;
- xii) the Purchaser is advised that site conditions may prevent the planting of (buffer/street tree) within the public right-of-way in front of this lot. The Purchaser is advised that the City of Toronto has no jurisdiction over the monies charged by the Vendor to the Purchaser for (buffer/street tree) planting. The Purchaser is advised that site conditions may require that a street tree is planted within the private lot rather than within the public right-of-way.
- xiii) the Purchaser is advised that despite the best efforts of the Toronto Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, and the Purchaser is notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school;

- xiv) the Purchaser is advised and agrees that for the purpose of transportation to school, the Purchaser agrees that children will meet the bus on roads presently in existence or at another place designated by the school board;
- xv) the Purchaser is advised that despite the efforts of the Toronto District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, and the Purchaser is hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. The Purchaser is advised to contact the Planning and Resources Department of the Toronto District School Board to determine the exact schools;
- xvi) the Purchaser acknowledges that The Corporation of the City of Toronto has implemented stormwater management policies intended to minimize the impact of development on the sewer system; and that it will be necessary to implement on-site stormwater management techniques in the design and construction of the site works and services, including but not limited to, rooftop storage and detention ponding car parked and/or landscaped areas. The Purchaser acknowledges that they will maintain the on-site stormwater management facilities and that they will not alter or remove these facilities, including, without limitation, any soak away pits, without the prior written consent of The Corporation of the City of Toronto. The Purchaser agrees to indemnify and save harmless The Corporation of the City of Toronto from any and all claims, demands, suits, actions or causes of action as a result of, arising out of, or connected with any flooding of the lands subject to this agreement, with respect to the implementation of on-site stormwater management techniques incorporated into the design and construction of the site works and services. This indemnification and save harmless undertaking shall be binding upon the Purchaser's successors and assigns. The Purchaser acknowledges and agrees that all future purchase and sale agreements and all future lease agreements in connection with the subject lands, or any lot, part lot or other segment of the subject lands or of any residential development constructed on the subject lands, shall that contain notice of the constraints on development of these lands described in this Agreement, as well as notice of the indemnification and save harmless clause
- xvii) The Purchaser shall provide a refundable deposit on the Closing Date (the "**Security Deposit**") to secure compliance with the Purchaser's obligations hereunder including, without limitations, the Purchaser's grading and subdivision damage covenants, as well as compliance with all laws, by-laws and zoning by-laws affecting the Real Property. Such Security Deposit shall be equal to two thousand five hundred dollars (\$2,500.00) all re-adjustments, without interest to be made upon written request following Municipal assumption of services servicing the Land, and after confirmation by the Vendor's project managers as to compliance with the Purchaser's obligations, as aforesaid;
- xviii) that home/business mail delivery will be from a designated centralized mail box;
- xix) the Purchaser acknowledges that the Real Property is located in close proximity to Weston Road and that they may experience higher than normal levels of sounds in connection with same.

Each of the above warnings, covenants and restrictions shall run with the title to the Real Property and are declared to be for the benefit of the Vendor's remaining lands and for the benefit of the roads and streets abutting the lands within the Plan of Subdivision.

Schedule “X”

Bonus Package

Opening Bonus Packages

Bonus Package 1

Gourmet KitchenAid* stainless steel kitchen appliance package

- stove
- fridge
- dishwasher

PLUS A CHOICE OF:

Bonus Package 2A

- 10 potlights on the main level
- smooth ceilings for all above grade levels
- quartz countertop in master ensuite as per builder standard sample

OR

Bonus Package 2B

- \$15,000.00 in décor dollars (excluding HST)

** Vendor can replace with equal or better value, E.& O.E.*