SCHEDULE X

1. (a) The Vendor will construct (if not already constructed) and complete upon the property a dwelling of the type hereinbefore indicated. The dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor, and the Purchaser agrees to close this transaction on the Closing Date, provided the Municipality has approved the dwelling for occupancy and the Vendor has provided the evidence required by the Tarion Addendum annexed hereto (the "Addendum"), without holdback of any part of the purchase price and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. The Vendor has the right to extend the Closing Date in accordance with the Addendum. The Purchaser hereby agrees, provided that there are no liens under the Construction Lien Act (the "CLA") registered on title to the property on the Closing Date, to accept the Vendor's covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the CLA, and will not claim any lien holdback on Closing (as defined in the Addendum). If there are any such liens registered against title to the property on the Closing Date, then, in such event, the Purchaser shall accept the Vendor's undertaking to obtain and register, within a reasonable time after Closing, a discharge of any such liens and/or an order vacating any certificates of action registered in connection therewith, on title to the property, arising from the Vendor's work and to close on the Closing Date without holdback of any part of the purchase price. Subject to the requirements of the Tarion Warranty Corporation ("Tarion"), if the said dwelling type cannot be sited or built on the property in accordance with the requirements of the Municipality, subject to the right of the Vendor to make such changes to the dwelling type as hereinafter set out, this Agreement of Purchase and Sale shall be deemed to be frustrated and the Purchaser shall be entitled to a refund of all monies paid, without interest, but in no event shall the Vendor or the Real Estate Broker or any of its agents be liable for any damages or costs whatsoever.

As may be required by the Municipality, the Purchaser agrees to sign and deliver to the Vendor any documents or acknowledgements with respect to any Committee of Adjustment application or decision made by the Vendor with respect to the property or dwelling constructed or to be constructed thereon. Should the Purchaser fail to sign and deliver to the Vendor such document or acknowledgement within the 5 days of receipt of same from the Vendor, then the Purchaser shall be deemed to be in default of this Agreement and the terms of Section 9 herein shall apply, or in the alternative, at the option of the Vendor, the Vendor may sign such acknowledgement or direction on behalf of the Purchaser and the Purchaser irrevocably appoints the Vendor as its Power of Attorney to sign same.

(b) The Purchaser acknowledges that a Homeowner Information Package (the "Package") is available from Tarion and the Vendor will deliver one to the Purchaser at or before the Pre-Delivery Inspection ("PDI") required under the provisions of Tarion. The Purchaser (or the Purchaser's designate) agrees to execute and provide to the Vendor the Confirmation of Receipt ("Receipt") of the Package, in the form required by Tarion, forthwith upon receipt of the Package. The Purchaser (or the Purchaser's designate) will meet at the subject dwelling unit on or before the Closing Date to conduct the PDI. The Purchaser shall not be entitled to examine the dwelling except when accompanied by a representative of the Vendor. The Purchaser agrees to comply with all regulations under the Occupational Health & Safety Act, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor and the Purchaser agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser (or the Purchaser's designate) is to arrange the PDI with a representative of the Vendor and is to give the representative of the Vendor at least three (3) days' prior notice of the PDI, which shall be conducted at a mutually convenient time prior to the Closing Date. During the PDI, the Purchaser (or the Purchaser's designate) and the Vendor agree to list any incomplete, damaged or deficient items with respect to the dwelling unit on the PDI Form (the "Form") required by or approved by Tarion. In addition, the Purchaser (or the Purchaser's designate) shall execute all other forms prescribed from time to time by, and required to be completed pursuant to the requirements of Tarion, including any Certificate of Completion and Possession (the "CCP"). The Purchaser agrees that such items as are included in the Form represent the balance of work to be completed by the Vendor with respect to the dwelling unit and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, save and except in accordance with Tarion, and this shall serve as a good and sufficient release of the Vendor in that regard. Except for the PDI, the Purchaser agrees that prior to the Closing Date, the Purchaser, their agents or representatives will not, in any circumstances enter onto the property and the dwelling except at the request of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and a breach of this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In the event the Purchaser sends a designate to conduct the PDI in the Purchaser's place, the Purchaser shall first provide the Vendor with the Appointment of Designate for PDI in the form prescribed by Tarion, prior to the PDI, failing which the Purchaser shall be required to attend personally. In the event that the Purchaser appoints such designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the same force and effect as if executed by the Purchaser directly. The Purchaser further agrees that the Vendor shall have the right to enter upon the property and dwelling after completion of the transaction in order to complete such items as are included in the Form. The Vendor shall complete such items as are contained in the Form within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The warranties given under the Ontario New Home Warranties Plan Act, as amended, replace any warranties at law or otherwise. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the dwelling unit until and unless the Purchaser (or the Purchaser's designate) has executed the Receipt, Form and CCP, together with any other documents required under Tarion (collectively the "Documents"). In the event the Purchaser (or the Purchaser's designate) has failed to complete the PDI and execute the Documents on or before the Closing Date, the Vendor may declare the Purchaser to be in default under this Agreement and exercise any or all of its remedies set forth herein or at law, or may complete this transaction on the Closing Date and shall be entitled to: (a) refuse to provide possession of the property to the Purchaser until the Documents have been completed and signed by the Purchaser; or (b) complete the Documents on behalf of the Purchaser, and in such case, the Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as the Purchaser's lawful attorney to complete and sign the Documents in the Purchaser's name, place and stead in accordance with the provisions of the *Powers of Attorney Act*.

(c) In the event the Purchaser performs any work in or about the Dwelling Unit, or fails to deliver any document or acknowledgement, or takes or omits to take any action which causes delay in the Vendor's construction operations (each or any of which the Vendor may consider a fundamental breach of contract ("FBOC") or in the closing Date resulting in the Vendor being required, in accordance with the Tarion Addendum to set a Delayed Closing Date, the Vendor shall have the right, in addition to any other right the Vendor has herein, to require that all adjustments shall be as of the date set for closing prior to the required extension and to add as an adjustment on the Closing Date the sum of $150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum, pro-rated for the period of time that the Closing Date was delayed by reason of any or all of the foregoing.

(d) Unless specifically agreed to by the Vendor in writing, no work shall be done by, or for the Purchaser in or to the Dwelling Unit prior to the Closing Date ("Unauthorized Work"). The Purchaser acknowledges that a breach of this condition constitutes a trespass and entitles the Vendor, at its sole option, to take any of the following actions: (i) declare such action to be a FBOC entitling the Vendor to terminate this Agreement whereby the Purchaser's deposit shall be forfeited to the Vendor; (ii) finish the Dwelling Unit to the extent possible, as determined by the Vendor in its sole discretion, without regard to possible damage to the Unauthorized Work and without incurring any additional expense as a result of the Unauthorized Work; (iii) remove and/or repair the Unauthorized Work, and any other portion of the Dwelling Unit thereby affected, and to receive compensation therefore as an adjustment on the Closing Date in an amount to be determined by the Vendor in its sole discretion. Further, the Purchaser acknowledges that the Vendor's warranty of workmanship is rendered invalid insofar as it relates to matters affected by the Unauthorized Work. If the Closing Date is delayed due to the Unauthorized Work or the Vendor's removal or modification thereof, then the Vendor shall be entitled to a credit on the Statement of Adjustments equal to any and all compensation payable for such delay pursuant to Tarion requirements.

2. The Purchaser agrees with the Vendor as follows:

(a) Notwithstanding closing, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Vendor, the subdivider or their servants or agents may, for such period after closing as is designated by the subdivider and/or Vendor, enter upon the property at all reasonable hours to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such a provision. Further, the Vendor shall have the right after closing, to enter upon the property at all reasonable hours to permit access to complete construction or grading on other properties in the subdivision, provided however, the Vendor shall be responsible for all repairs to any damages caused by its entry as aforesaid. Provided however that all of the covenants, warranties and obligations contained in this Agreement to be performed by the Vendor, including title, shall merge on Closing and shall not survive same, save and except for the obligations of the Vendor to complete the dwelling in accordance with the requirements of Tarion.

(b) The Purchaser acknowledges and agrees that the Vendor may, from time to time, in its sole discretion, or as required by the Municipality, Region or other governmental authority or agency having jurisdiction, or the Subdivider, change, vary or modify the plans and specifications pertaining to the dwelling, real property, the Plan of Subdivision or lot size (including without limiting the generality of the foregoing, architectural, structural, engineering, landscaping, grading, mechanical, site, servicing or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure, model in the Sales Office or otherwise, and the Purchaser shall have absolutely no claim or cause of action against the Vendor or its agents for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials and/or colours for those designated in the plans and/or specifications provided the quality is equal or better. The Purchaser further acknowledges that all matters external to the lot are the responsibility of the Subdivider from whom the Vendor may have acquired the lot upon which the dwelling is to be built and that any information shown or provided for on any sketch, schedule or plan, relating to matters external to the lot, whether attached to this Agreement, contained in any Sales Office or promotional literature, shall be considered to be preliminary only. The Purchaser agrees to accept any variation or change with respect to any and all information external to the lot including, without limiting the generality of the foregoing, the location of sidewalks, transformers, poles, lights, telephone service, cable service, hydrants, curb cuts, landscape features, entrance features, community amenities and street configuration, direction or names, without abatement in the purchase price and the Vendor shall have no liability or obligation with respect to such change or variation to any matters which are external to the lot.

(c) The Purchaser will not alter or obstruct the grading or drainage of the Property contrary to the Municipally approved drainage pattern, and, provided that lot grading has been completed in accordance with municipally approved grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the Subdivision Agreement or any other Municipal Agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing or decking upon the property until after the Vendor has obtained acceptance of lot grading from the Municipality.

(d) Purchaser shall pay an amount on Closing as an adjustment, to be estimated by the Vendor, to apply to Purchaser's grading and subdivision service damage covenants: all readjustments, without interest, to be made forthwith upon municipal assumption of subdivision services and the release of any security posted by the Vendor with the Municipality and/or Subdivider.

(e) The hot water heater and tank are not included in the purchase price. The Purchaser agrees to either execute and deliver on or before Closing, a rental or lease contract (the form of which may be attached hereto as a separate schedule) for the said heater and tank, together with a void cheque, if applicable, or if the heater and tank are not rental or leased, the Purchaser shall pay, or reimburse the Vendor on Closing, the cost of the said heater and tank, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for hydro, gas, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The water meter is not included in the purchase if it is not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service or installation of the water meter, gas service or installation of the gas meter and the cost of hydro installation and connection fee. In the event that the Vendor is required to pay or provide any utility authority or service provider with cash security or a letter of credit as a pre-requisite to the provision of any utility or service to the property, then in such circumstances, the Purchaser shall pay to the Vendor as an adjustment on Closing, the amount of any such cash security or letter of credit. In the event the Vendor has incurred an obligation to install, pay for and/or to contribute to the cost of boulevard tree planting, or landscaping, or installation of fences along the lot line of the subject property or retaining wall, the Purchaser shall, on Closing, reimburse the Vendor as to the cost thereof, the cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The Purchaser acknowledges that notwithstanding payment for boulevard tree planting, a tree may not be located in front of the dwelling but shall be located by the Subdivider within the subdivision in accordance with the municipally approved plans. In the event the Municipality requires the installation of air conditioning in the subject dwelling unit, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on Closing, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The location of mechanical installations may not be as shown on the sales brochure and will be located in accordance with approved plans and/or good construction practice and may result in room size or

garage size reduction. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air conditioning units and appliances when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if this Agreement provides for the Vendor to supply an air conditioning unit and/or appliances, the Vendor shall have the right to supply the unit and/or appliances within fourteen (14) days after the Closing Date, weather conditions permitting or later when weather conditions permit. The Purchaser shall not be entitled to any holdback notwithstanding that the air conditioning unit and/or appliances are not supplied at the Closing Date.

(f) The Purchaser covenants and agrees to reimburse the Vendor on Closing for the enrollment, licensing, oversight or other similar fee(s) paid by the Vendor for the dwelling unit and/or the Condominium, plus the per Unit fee for the Common Elements (if applicable), with regard to Tarion, ONHWPA, the Home Construction Regulatory Authority (HCRA) or other similar regulatory body or agency (together with any provincial or federal taxes eligible with respect thereto) and for the real estate transaction levy surcharge charged by the Law Society and to be paid by the Vendor to its solicitors for this transaction. The Purchaser shall also reimburse the Vendor on Closing for the cost of preparing a foundation survey of the dwelling and any charges paid by the Vendor to the Municipality and/or Region with respect to "Blue Boxes" or other garbage recycling program, such charges to be absolutely determined by Statutory Declaration sworn on the part of the Vendor. The Purchaser shall pay to the Vendor on Closing an administration fee, as determined by the Vendor, for the delivery of notices to the Purchaser and/or the Purchaser's solicitor as required pursuant to the Addendum. The Purchaser shall also reimburse the Vendor on Closing, the amount paid to or on behalf of Canada Post with respect to the installation and activation of the community mail boxes and addresses in the development.

(g) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser, and shall cause such solicitor to notify the Vendor's solicitors that they have been retained within thirty (30) days of execution of this Agreement of Purchase and Sale. Subject to the restrictions contained herein regarding assignment and the right to direct title, the Purchaser agrees to advise the Vendor's solicitor not less than thirty (30) days prior to the Closing Date, as to how title will be taken, failing which, the Vendor is hereby directed to engross title in the name of the Purchaser(s) named in this Agreement and the Vendor's solicitors shall be entitled to charge a fee in order to make any subsequent changes thereto. The Purchaser agrees to accept any changes required to the lot number of the subject property as a result of the registered plan of subdivision or otherwise as determined by the Vendor. The Purchaser acknowledges and agrees that the Purchaser shall only have the right to direct title into the name of all persons or entities who are contractually bound as a Purchaser pursuant to this Agreement. The Vendor, in its sole, absolute and unfettered discretion may (but shall have no obligation) to permit the Purchaser to direct title into the name of the Purchaser's spouse or child (a "Related Party") (with or without the Purchaser) provided the Purchaser makes such request in writing to the Vendor at least 30 days prior to the Closing Date and the Purchaser provides to the Vendor a Statutory Declaration confirming that the Related Party is the Purchaser's spouse or child. An administration fee of $500 plus applicable taxes together with the Vendor's solicitor's fees of $500 plus applicable taxes and disbursements will be charged for each requested amendment to the final closing documentation to add or subtract a Related Party as a named party to the transaction documents. For certainty, the Purchaser acknowledges and agrees that the Vendor shall have the right to accept or refuse such a request to direct title in its sole, absolute and unfettered discretion and to impose such conditions on acceptance as it requires, including the provision of all financial information from the Related Party and the execution of the Vendor's form of assignment agreement. The Purchaser shall satisfy themselves as to any tax consequence for any changes arising from such direction or assignment. The Purchaser agrees to provide the Vendor's solicitor with a written direction, in accordance with the foregoing, as to whom title is to be conveyed, no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby irrevocably directed to convey title to the Purchaser set forth and named in this Agreement. In the event that the Purchaser wishes to vary or change the manner in which the Purchaser has previously requested to take title to the property, then the Purchaser agrees to pay to the Vendor's solicitors, on Closing, their legal fees in order to implement any such change in the amount of $500.00 plus taxes, for any such change, but without there being any obligation whatsoever on the part of the Vendor's solicitors to approve of, or to implement any such change so requested. Additionally, at least one of the original purchasers must remain on title.

(h) Keys will be released to the Purchaser at the Registry Office or the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, upon Closing, unless otherwise specifically agreed in writing between the Vendor and Purchaser. Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.

(i) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event this transaction is not completed due to the Purchaser's default. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part (as determined by the Vendor in its sole discretion, subject to the Vendor's right, should it determine, to supply any such item following Closing) or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon Closing that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, all as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.

(j) Prior to Closing, the Purchaser covenants and agrees not to post any signs or advertise the property for sale, or list the property for sale, or advise others that the property is or may be available for sale, offer for sale or sell, the real property or to enter into any agreement, conditional or otherwise, to sell the real property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, either directly or indirectly, to any person without the prior written consent of the Vendor which may be arbitrarily withheld or delayed. In the event that the Purchaser is in breach of this Section, the Purchaser acknowledges and agrees that the Vendor shall have the right to charge a default fee of Five Thousand Dollars ($5,000.00) plus applicable taxes, for each violation as an adjustment on the Closing Date. The Purchaser further acknowledges and agrees that the Vendor shall also be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In the event that more than one party is named as Purchaser, the Purchaser acknowledges that they shall not be entitled to direct title in the Transfer/Deed of Land to be registered on Closing other than to all of the parties comprising the Purchaser, without the Vendor's written consent, which consent may be arbitrarily withheld.

(k) The Purchaser agrees not to finish the whole or any part of the basement of the dwelling for a period of twenty-four months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage, including any consequential damages arising therefrom. The Purchaser covenants and agrees, forthwith after Closing, to install a humidifier in the subject dwelling unit and in the event the Purchaser fails to do so, the Vendor will not be held responsible for the repair or rectification of any damage to the dwelling caused as a result of lack of humidity levels.

(l) Where any portion of any fence bordering lands not owned by any governmental or utility authority ("Private Fence") is within fifteen (15) centimetres of the property line, such Private Fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the property and to complete the sale contemplated herein, without abatement of the purchase price and without objection. If any portion of any Private Fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment or, at the Vendor's sole option, upon an abatement in the purchase price, such abatement to be calculated by multiplying the purchase price of the lot only without a dwelling unit (or the fair market value of the lot only without a dwelling unit as determined by the Vendor in its sole discretion) by the ratio of the area of the Unpermitted Encroachment to the total area of the property. The Purchaser acknowledges that in the event the property borders land owned by any governmental or utility authority, such authority may require fences, entrance gates or other structures to be located within the property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority. Notwithstanding anything hereinbefore set out, the whole or any fence, acoustic barrier, entrance gate or other structure required to be erected by any governmental authority, utility or railway or erected pursuant to any Subdivision, Site Plan or Development Agreement shall be deemed to be a Permitted Encroachment. The Vendor shall have the right to store topsoil or soil on the lot after the Closing Date, which topsoil or soil shall remain the property of the Vendor, to be used by the Vendor to complete the final grading and the Purchaser shall not alter, remove or add any other material to same.

(m) The Purchaser acknowledges that the real property dimensions and the square footage of the dwelling unit are approximate only. In the event the frontage, depth or area of the real property and/or the square footage of the dwelling unit and/or the dimensions or square footage of any room or area in the dwelling unit are varied by up to and including five (5%) percent, from those specified in this Agreement or the sales brochure, or any or all of the foregoing, the Purchaser agrees to accept all such variations without notice and without claim for compensation or abatement in the purchase price and this Agreement shall be read with all amendments required thereby. If any such variation exceeds five (5%) percent, the Purchaser may either accept such variation without abatement in the purchase price and without any claim as against the Vendor and its servants and agents for any loss or damages whatsoever, or terminate this Agreement and the Purchaser shall be entitled to a refund of all monies paid, without interest, and the Vendor, Vendor's Agent and Purchaser shall be released of all further obligations and liabilities. If there is any reference in the plans and specifications for the dwelling to a specific ceiling height, the Purchaser acknowledges that such measurement is approximate only. Where ceiling bulkheads are installed or where drop ceilings are necessary, such as kitchens, foyer, closets, bathrooms, laundry rooms and hallways, the ceiling height will be less than as set out.

(n) The Purchaser acknowledges that grading and sodding shall be done as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser. The Purchaser covenants and agrees not to plant any trees or shrubbery, install plants, flowers or landscaping or install fences or any other structure or improvements exterior to the dwelling, upon or within the property, prior to the Subdivision being assumed by the Municipality, failing which the Purchaser acknowledges that the Vendor shall have the right to remove any such planting or installation without reimbursement to the Purchaser and the Purchaser shall indemnify and be responsible for all of the Vendor's costs and expenses in so doing. From and after the Closing Date, the Purchaser shall be obligated to maintain any sidewalks or areas designated for sidewalks which are adjacent to the property as well as any driveway aprons free from snow, ice or any other obstruction or material and shall indemnify and save harmless the Vendor from and against all claims, demands, damages, costs and expenses which may be made or brought against the Vendor or which the Vendor may sustain by reason of the Purchaser's failure to so maintain.

(o) The Purchaser acknowledges that existing and/or future development or subdivision agreements affecting the real property may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the usage of the real property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, the absence of door-to-door mail delivery, the location of "super mailboxes", the status of services and works in the subdivision and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of the real property. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before the Closing Date, the Purchaser shall forthwith execute upon request by the Vendor, acknowledgements or amendments to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the real property to the Purchaser unless the Purchaser executes such acknowledgements or amendments as aforesaid. In addition, the Purchaser covenants and agrees to forthwith execute upon request by the Vendor, any acknowledgement or document required by a Committee of Adjustment decision or pursuant to any requirement of any governmental or utility authority pursuant to any minor variance application or by-law amendment obtained in order to construct the dwelling. In the event that the Purchaser fails to execute such acknowledgements, documents or amendments forthwith upon being requested to do so by the Vendor, the Vendor shall be entitled, at its sole option, to declare the Purchaser to be in breach of this Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same.

(p) The Purchaser covenants and agrees to attend within two (2) days of notification to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this agreement (the "Colour Chart"). In the event any item on the Colour Chart becomes unavailable, or, if such selection would not be available in a timely fashion, (such determination to be made by the Vendor at its sole discretion), the Purchaser shall be allowed to attend on seven (7) days written notice from the Vendor to re-select an alternative from the Vendor's available samples. In the event the Purchaser does not attend and execute the Colour Chart at the date and time specified in the above-noted notice from the Vendor or if the Purchaser does not so re-select within the time or times hereinbefore limited, the Vendor may at its sole option, either make such selection on behalf of the Purchaser, and in any such event, the Purchaser hereby irrevocably agrees to accept the Vendor's selection without any right of abatement of purchase price and in full satisfaction of the Vendor's obligation herein, or declare the Purchaser to be in breach of this Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same.. Only such items as may be unavailable, or unavailable in a timely fashion (as determined by the Vendor at its sole discretion) may be re-selected

by the Purchaser. In the event of default by the Purchaser in re-selection, and a re-selection by the Vendor on behalf of the Purchaser, the re-selection shall be of equal or better quality than the original selection. The Purchaser shall also reimburse the vendor for any additional costs incurred by the Vendor due to the Purchaser's failure to so select or reselect.

(q) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby shall accept any such colour variation resulting from the manufacturing process without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations herein. The Purchaser further acknowledges and agrees that various types of flooring including but not limited to carpets, marble, tile, hardwood floors, or engineered wood in the dwelling unit may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area. The Purchaser further acknowledges and agrees that the Vendor may, at its sole discretion, install one or more sump pumps in the dwelling unit. In the event that the subject dwelling includes stucco to be installed on the exterior of the dwelling, the Purchaser acknowledges that there may be a variance or unevenness of up to one-half of an inch (1/2") in a ten-foot (10') span, which the Purchaser agrees to accept, without objection or claim for compensation.

(r) The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on any adjustments set out in this Agreement (in addition to any maximum amount specified herein) and on chattels which are involved in this transaction as a charge on closing and the allocation of such chattels to be estimated, if necessary, by the Vendor.

(s) All proper readjustments shall be made after Closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty (20%) percent per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

(t) If settlement occurs due to soil disturbances around the house, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement in accordance with the requirements of Tarion, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling which the Vendor considers of a minor nature by reason of such settlement nor shall the Vendor be responsible for the repair or replacement of any improvements installed by the Purchaser, including landscaping, paving, interlocking, shrubs, trees or sprinkler system by reason of any settlement or if the Vendor is required to do any work on or under the lands after Closing.

(u) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro.

(v) At any time prior to assumption of the subdivision by the Municipality, the Vendor may, following seven (7) days written notice to the Purchaser enter upon the property and relocate or remove any improvements made or installed by the Purchaser to the dwelling unit or the property (which without limiting the generality of the foregoing includes air conditioning units, patios, fences, plantings and driveway widenings) which do not conform or comply with the applicable By-Laws, site plan or subdivision agreement or which were installed without the requisite permits or approvals or which the Municipality or other lawful authority requires to be removed or rectified before assumption of the subdivision by the Municipality, and the Vendor shall not be liable to the Purchaser for such removal or relocation nor shall the entry by the Vendor its servants or agents be considered a trespass. The Purchaser shall indemnify and save the Vendor harmless from any cost, charge, expense, penalty or outlay which arises from delay in subdivision assumption and forthwith reimburse the Vendor for any and all costs, charges and expenses including overhead and supervision with respect to any work undertaken or performed by it.

(w) The Purchaser acknowledges that the property being acquired is part of a larger project or development that is currently or will be under construction and at the time of occupancy and closing, there will be ongoing construction activities throughout the project and area. The Purchaser covenants and agrees to obtain, from a reputable insurance broker, and maintain, at its sole cost and expense, sufficient property, liability and automobile insurance in an amount of not less than $2,000,000 per occurrence, with respect to any injury, death, damage or other loss sustained by them or any of their family, visitors or tradespeople, resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction, which insurance shall (i) be primary in nature; (ii) contain a waiver of subrogation in favour of the Vendor and its insurers and (iii) not call into contribution any insurance coverage available to the Vendor. The Purchaser shall provide the Vendor with proof of such insurance coverage at least five days before the Closing Date. The Purchaser shall indemnify the Vendor, and the Vendor's directors, officers, employees, permittees, licensees, contractors, subcontractors and invitees from and against any and all present or future claims, suits, demands, costs, losses, expenses and damages suffered or incurred by the Purchaser, their family, visitors or tradespeople or any of their tenants, agents or invitees resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction.

(x) Purchasers acknowledge that they are only allowed to dump their waste (including, but not limited to, household garbage, construction waste, recycling products etc.) in their own designated Municipal bins which are only to be put on the curbside for pick up on the designated garbage days. Purchasers acknowledge that they are prohibited from dumping their waste (including, but not limited to, household garbage, construction waste, recycling products etc.) into the industrial garbage bins of the Vendor or anywhere else in the subdivision or construction site. The Vendor will charge $500.00 plus HST for each occurrence of any such contravention, which shall be deducted from the grading/security deposit.

3. (a) The Purchaser agrees that title may on closing be subject to one or more subdivision, development or other agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such subdivision, development or other agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy himself as to compliance.

(b) The Vendor has agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event of default by the Subdivider in compliance with the requirements therein contained, or in the event the Subdivider exercises its right by reason of adverse soil conditions affecting the property, to terminate the purchase agreement as it relates to the property, or if the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall be deemed to be frustrated and the Purchaser shall be entitled to a refund

of all monies paid, without interest, but in no event shall the Vendor or the Real Estate Broker or any of its agents be liable for any damages or costs whatsoever. .

(c) The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor herein, and the Purchaser hereby releases the Subdivider from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the dwelling unit and installation of all other improvements within the boundaries, and the Purchaser agrees to execute and deliver on closing a separate acknowledgement and release in favour of the Subdivider to this effect.

(d) The Purchaser acknowledges and agrees that the architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the dwelling unit designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider and the Purchaser agrees to accept, without any right of abatement of purchase price, any changes required as a result of such architectural control. In the event the Vendor determines, in its sole discretion, to construct an external elevation for this dwelling unit other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this dwelling unit (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the dwelling unit herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described dwelling unit either as shown on the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, or, to construct such dwelling unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image dwelling unit plan is hereby irrevocably accepted by the Purchaser without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations as to construction of the dwelling unit type hereinbefore described. Further, in the event the Vendor determines, in its sole discretion, to construct the dwelling unit at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the dwelling, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of purchase price and in full satisfaction of the Vendor's obligation as to construction of the dwelling unit type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, hydro transformers, telephone/cable/utility boxes, fencing or landscaping required pursuant to the Municipally approved grading plans and the Purchaser acknowledges and agrees that they may be required to repair and maintain same.

(e) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the subject property may not, as yet, be complete and accordingly, it may not be possible to construct a dwelling unit with a walk-out basement or lookout basement or rear deck where so indicated in this Agreement, or, it may be necessary to construct a dwelling unit with a walk-out basement or lookout basement or rear deck where it is not indicated in this Agreement. In the event this Agreement does not call for either one or more of a walk-out basement, lookout basement or rear deck and either one or more of same is required, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit with a walk-out basement and/or lookout basement and/or rear deck, as required pursuant to such grading plans and the Purchaser shall pay the additional cost involved in constructing such walk-out basement and/or lookout basement and/or rear deck, as the case may be, as an adjustment on Closing. In the event this Agreement calls for a walk-out basement and/or lookout basement and/or rear deck and such is not possible, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit without one or more of such walk-out basement, lookout basement or rear deck as required pursuant to such grading plans, and the Purchaser shall accept a credit in the purchase price on Closing. In the event this Agreement calls for a rear deck only and such is not possible, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit with either a walk-out basement or lookout basement in accordance with such grading plans, and the Purchaser agrees to pay the additional cost involved in constructing such walk-out basement or lookout basement. All costs or credits pursuant to this subparagraph shall be absolutely determined by a Statutory Declaration sworn on the part of the Vendor.

(f) The Purchaser shall pay to the Vendor, as an adjustment on Closing, the amount of any increases in any fees, charges, taxes, assessments, levies, development charges, education development charges or other levy or similar charge assessed against or attributable to the real property or construction of the dwelling after the date of the Purchaser's execution of this Agreement and any new fees, charges, taxes, assessments, levies, development charges, education development charges of any nature or kind assessed or imposed against or attributable to the real property or construction of the dwelling after the date of the Purchaser's execution of this Agreement (any such increase or such new fees, charges, etc. collectively referred to as the "Increase"). The amount of the Increase shall be determined by a Statutory Declaration sworn on the part of the Vendor, which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.

(g) In the event any mortgages are outstanding on closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's Solicitor's undertaking to obtain and register discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard.

4. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, covenants, subdivision agreements, servicing and other development agreements, utility and cost-sharing agreements and to any easement, license or right-of-way granted or to be granted for installation and/or maintenance of any service or right, such as, but not limited to, public or private utilities including water, sewage, storm water drainage, gas, electricity, telephone, cable or television whether servicing the subject lands or other lands, mutual driveways and for maintenance of adjoining dwellings, if applicable. The Purchaser covenants and agrees to execute and deliver, without cost or charge to the Vendor, any such easements or rights-of-way after Closing, within seven (7) days after receipt of written request therefor from the Vendor and shall also obtain the postponement to any such easement or right-of-way for any mortgages registered by or on behalf of the Purchaser. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including without limitation eaves, eavestroughing, or other attachments to the roofs, vents, pipes, wires or cables and the Purchaser further acknowledges that portions of the dwelling may encroach onto abutting lands where the right to do so exists. In the event the subject property is subject to or together with an easement for maintenance and/or access purposes with respect to adjoining dwellings, the Purchaser shall pay to the Vendor on closing the sum of Two Hundred and Fifty Dollars ($250.00) plus taxes, to reimburse the Vendor for the additional costs incurred in creating such easement. In addition, the Purchaser shall pay to the Vendor on closing, any costs incurred with the Municipality and any registration expenses with respect to the deletion of restrictions registered by the Municipality with respect to the transfer of the subject property. The Purchaser accepts legal access to the subject property even though it may be restricted by .3 metre reserves owned by the Municipality and not yet dedicated as public highway. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed until sixty (60) days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the

Vendor shall be unable or unwilling to remove or obtain title insurance (with all related costs at the expense of the Purchaser) and which the Purchaser will not waive: this agreement shall, (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations, be void and the deposit money shall be returned, without interest, and the Vendor and the Agent shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions. The Purchaser agrees to attend at the appropriate Registry Office at Twelve o'clock (noon) the Closing Date to complete this transaction unless an alternate time has been specifically agreed upon between the Vendor and Purchaser or their respective solicitors, in default of which attendance by the Purchaser, the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser. Any tender of documents or money may be made either upon the party hereto or his solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule "A" Chartered Bank. The balance due on closing shall be paid by certified cheque on the Closing Date drawn in favour of those parties as may be directed by the Vendor and/or its solicitors. The Purchaser agrees to pay the costs of registration of their Transfer plus any other documents being registered by or on their behalf, and any tax in connection therewith, including, without limiting the generality of the foregoing, any land transfer taxes or non-resident speculation tax. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment. The Purchaser agrees to accept any changes required to the Lot number of the subject property as a result of the registered Plan of Subdivision, Reference Plan or otherwise as determined by the Vendor.

5. Realty taxes (including local improvement rates) and unmetered public or private utility charges and unmetered cost of fuel, as applicable, to be apportioned and allowed to the Closing Date, the day of Closing itself to be apportioned to the Purchaser. In the event realty taxes have not been individually broken down in respect of this property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this property and, agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the dwelling unit constructed on the property issued subsequent to the Closing Date, shall be the sole responsibility of the Purchaser. In the event that the Vendor is required to pay or provide cash security or a letter of credit with respect to realty taxes for a period subsequent to Closing, the Purchaser shall pay to the Vendor as an adjustment on Closing, the amount of such security or letter of credit relating to realty taxes payable after Closing. In addition, the Purchaser shall be solely responsible and shall reimburse the Vendor, if previously paid by the Vendor, for any account set up fee or ownership change administration fee or similar fee, with respect to the set up of an individual tax account for the property or for an individual account with respect to any utility or service supplier.

6. The Purchaser acknowledges that he has purchased the dwelling on the basis of plans, which he has viewed, and not from a model. The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that same or all of the features contained therein may not be included in the dwelling unless the same is specifically provided for in any schedule forming part of this agreement. Any item identified as optional or an upgrade in the sales or marketing material and information is not included in the dwelling unit but may be purchased at additional cost under a separate schedule to this Agreement. Any balconies, decks or terraces shown on the plans, are for display purposes only and the location and size are subject to change without notice and without abatement in the Purchase Price. All illustrations are artist concepts only.

7. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the Subdivider may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the Plan of Subdivision or with regard to the lands adjacent to or near the lands laid down by the Plan of Subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor.

8. This offer to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The Purchaser acknowledges and agrees that a five hundred dollar ($500.00) administrative fee plus taxes shall be charged to the Purchaser for any cheque paid with respect to any deposit payable pursuant to this Agreement or any extras ordered, which is wired or direct deposited to the Vendor's solicitors, or which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "Administrative Cheque"), and such administrative fee shall be paid forthwith upon demand by the Vendor or its solicitors for each Administrative Cheque. The Purchaser shall pay any legal fees and disbursements charged by the Vendor's solicitors, as well as any administrative fees charged by the Vendor, plus applicable taxes, in connection with the Purchaser's failure or delay in complying with the terms of this Agreement, or in connection with any changes to adjustments or documentation necessitated by the Purchaser or their solicitors providing incorrect information or amending information previously provided, which fees will be paid on the earlier of seven (7) days of written demand by the Vendor or its solicitors, or the Closing Date. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the property, or supported hereby, except as set forth herein in writing. All buildings and equipment shall be and remain at the Vendor's risk until closing. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several. In the event that more than one party comprises the Purchaser herein, the execution of a Colour Chart or any amendment to this Agreement by only one (1) party which comprises the Purchaser herein, shall bind all other parties comprising the Purchaser and each such party hereby grants a Power of Attorney to the other or others for any such purpose. In the event that the date for payment of any deposit required to be paid pursuant to this Agreement falls on a Saturday, Sunday or statutory holiday then such date shall be automatically deemed to be amended to the next Business Day (as defined in the Addendum).

9. (a) The Purchaser shall be deemed to be in default of this Agreement in each and every of the following events, namely:

   (i) upon the non-payment of all or any portion of any amount payable pursuant to this Agreement or any amount payable for extras or upgrades, on the date or within the time specified;

(ii) upon the breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser;

(iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the property prior to successful completion of this transaction on the Closing Date; or

(iv) upon the Purchaser (and if the Purchaser is more than one (1) person then any one of the Purchaser) makes any assignment for the benefit of creditors or is adjudged bankrupt or insolvent by any court of competent jurisdiction under any legislation then in force, or takes the benefit of any Act that may be in force for bankrupt or insolvent debtors, or shall go into liquidation, either voluntary or under an Order of a court of competent jurisdiction, or otherwise acknowledges its insolvency.

(b) If any default by the Purchaser occurs under this Agreement, the Vendor shall have the right, in addition to any other rights or remedies which the Vendor may have, to terminate this Agreement and forfeit all monies paid (including all deposits paid) together with any interest earned thereon and monies paid or payable for extras or upgrades ordered by the Purchaser, whether or not installed in the dwelling. The deposit and further deposit(s) are expressly deemed to be deposit monies only, and not partial payments. In the event the Vendor's solicitors are holding any of the deposits in trust pursuant to this Agreement, then in the event of a default by the Purchaser, the Vendor's solicitors are irrevocably authorized and directed to pay to the Vendor the said deposits together with any interest earned thereon, provided the Vendor has delivered to its solicitors a certificate of an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the deposits and accrued interest, if any. Thereupon the Purchaser hereby releases the said solicitors from any obligation to hold the deposit monies, if any, in trust and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies and accrued interest, if any, to the Vendor pursuant to the foregoing. Without prejudice to the Vendor's rights as to forfeiture of monies paid as aforesaid and in addition thereto, the Vendor shall have the right to recover from the Purchaser all costs, losses and damages arising out of default on the part of the Purchaser pursuant to this Agreement including interest thereon from the date of demand at the rate of twenty percent (20%) per annum calculated daily, not in advance until paid. In the event this Agreement, in future, is amended for the benefit of the Purchaser and/or in order to induce the closing of the transaction by giving the Purchaser a credit or a reduction against the purchase price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into.

(c) If the transaction is not completed for any reason whatsoever and notwithstanding refund or forfeiture of deposits, the Purchaser shall, subject to the requirements of Tarion, execute and deliver such documents affecting title to the property or a release with respect to this Agreement or any agreement or document in a form designated by the Vendor, and in the event the Purchaser fails or neglects to execute such documents, the Purchaser hereby appoints and authorizes the Vendor, the Purchaser's true and lawful attorney to so execute the said documentation.

(d) It is understood and agreed that the rights contained in this section 9 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity, or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement.

(e) The Purchaser covenants and agrees prior to Closing, not to register or attempt to register this Agreement or any other document on title to the property, by way of caution, deposit, assignment, or in any way whatsoever, or register a certificate of pending litigation. In the event of any such registration or attempt by the Purchaser or any one acting for or through them, the Purchaser shall be in default pursuant to the provisions of this Agreement and in addition to all other rights and remedies available to the Vendor pursuant to this Agreement, the Purchaser appoints the Vendor their true and lawful attorney for the purposes of removing the instrument from title, including the giving of any discharge, the lifting of any caution or the assignment of any rights pursuant to this Agreement. The Purchaser shall bear all costs incurred by the Vendor in the exercise of its function pursuant to this power of attorney.

(f) In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the dwelling unit, or fails to deliver any document or acknowledgement, or takes or omits to take any action which causes delay in the Vendor's construction operations or in the Closing Date. resulting in the Vendor being required, in accordance with the Addendum to set a Delayed Closing Date, the Vendor shall have the right, to require that all adjustments shall be as of the date set for closing prior to the required extension and to add as an adjustment on Closing the sum of $150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum, pro-rated for the period of time that the Closing was delayed by reason of any or all of the foregoing.

10. In accordance with the Addendum, this Agreement is conditional and shall be effective to create an interest in the property only if the subdivision control provisions (Section 50) of the Planning Act are complied with by the Vendor on or before Closing. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, as such laws from time to time shall be in effect.

11. The Purchaser acknowledges and agrees that in the event the dwelling unit being purchased herein is a semi-detached dwelling unit, the subject lot will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot.

12. If electronic registration of documentation at the applicable land registry office (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is in effect on the Closing Date, the following provisions shall prevail:

(a) The Purchaser shall retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser for the Closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The closing time and Release Deadline for the purposes of the Escrow Agreement shall be 5:00 p.m. on the Closing Date.

(b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event of electronic registration of documents, the Purchaser shall reimburse the Vendor on Closing for the additional legal costs incurred with respect to electronic registration.

(c) If the Closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitors or at the appropriate land registry office, as directed by the Vendor's solicitors and at such time as directed by the Vendor's solicitors in order to complete this transaction.

(d) Paragraph 4 of this Schedule "X" is amended to provide that tender shall have been validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors on or before the Closing Date, and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser. In addition, the Vendor shall have a one-time unilateral right, in its sole and absolute discretion, to extend the Closing Date for one (1) Business Day (as defined in the Addendum) to avoid the necessity of tender, where the Purchaser is not ready to close on the Closing Date. In such a case, delayed closing compensation will not be payable for such period as set out in the Addendum.

(e) The parties agree that the delivery of documents (other than documents to be registered) on the Closing Date may occur by facsimile transmission or similar system reproducing them, provided that all documents have been properly executed by the appropriate parties, save and except for such documents as may be specified by the Vendor's solicitors as requiring original copies to be delivered on the Closing Date. The person transmitting the documents shall also provide original documents to the recipient within two (2) business days of the later of (i) facsimile transmission of the documents, or (ii) a request for the original documents by the recipient.

(f) At the option of the Vendor, the Purchaser agrees that the delivery of any documents not intended for registration on title to the property may be delivered to the Purchaser by electronic transmission of electronically signed documents through the internet provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The Purchaser shall not require the delivery of originals of any such documents. The Purchaser shall reimburse the Vendor on Closing for the costs incurred related to the electronic posting of documents.

(g) Notwithstanding subparagraph 12(d) hereof, in the event the Purchaser or their solicitor advise the Vendor or its solicitors, on or before the Closing Date, that the Purchaser is unable or unwilling to complete the purchase, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or their solicitor and may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

(h) If the Purchaser's solicitor is unwilling or unable to complete the transaction via TERS, in accordance with the provisions contemplated under the Escrow Agreement, then said lawyer (or the authorized agent thereof) shall be obligated to personally attend at the office of the Vendor's solicitors, at such time on the Closing Date as may be directed by the Vendor's solicitors or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitors' office and shall pay a fee as determined by the Vendor's solicitors, acting reasonably, for the use of the Vendor's computer facilities.

(i) Notwithstanding that all Closing funds payable by the Purchaser (in accordance with the statement of adjustments) in connection with the closing of this transaction must be provided by way of a certified cheque made payable as directed by the Vendor and be drawn upon (or issued by) a Canadian chartered bank or trust company, it is understood and agreed that at the Vendor's sole option and discretion, exercisable on written notice to the Purchaser's solicitor by the Vendor's solicitor at any time prior to the scheduled Closing Date, the Purchaser and the Purchaser's solicitor shall be required to participate in (and shall correspondingly be obliged to comply with the procedures for transmitting all certified funds for closing this transaction in accordance with) the closing funds management service provided by Teranet Enterprises Inc. (hereinafter referred to as "Teranet"), provided however that in such case:

(i) the Vendor's solicitor shall receive written confirmation from Teranet (by fax or e-mail) of its receipt of all required Closing funds from the Purchaser or the Purchaser's solicitor, prior to the Vendor's solicitor being obliged to release the transfer for electronic registration (and the Purchaser and the Purchaser's solicitor shall execute all requisite directions and/or authorizations to Teranet in order to implement and facilitate the foregoing); and

(ii) all fees charged by Teranet (together with all applicable bank charges for the wired transfer(s) of funds) that are otherwise payable or incurred by either or both of the Vendor and the Purchaser in connection with Teranet's closing funds management service, shall be fully borne and paid for solely by the Purchaser.

13. The Purchaser covenants and agrees to provide to the Vendor, within ten (10) days of written request from the Vendor, a copy of a binding commitment for at least seventy-five percent (75%) of the purchase price or evidence satisfactory to the Vendor, acting reasonably, of the Purchaser's ability to finance or pay for at least seventy-five percent (75%) of the purchase price on Closing, failing which the Purchaser shall be in default under this Agreement.

14. The Purchaser acknowledges that the new home industry is complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser upon which the Purchaser relies and which were essential to the Purchaser's decision to purchase this property, except as are set forth herein in writing.

The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.

15. If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the Power of Attorney appointing such person must be registered in the Land Titles Office where the property is registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that the said Power of Attorney has not been revoked and is still in full force and effect) shall be delivered to the Vendor along with such documents.

16. Any notice required to be given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, email, facsimile machine or by ordinary prepaid post to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein (or as the Vendor may be subsequently advised in writing) or to the address of the real property after the Closing Date, and to the Vendor at the Vendor's solicitors' address indicated on the front page of this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, email or facsimile machine and upon the third day following posting. Any notice required pursuant to the provisions of the Addendum shall be given as set out in the Addendum. The parties may rely upon executed copies of this Agreement and its acceptance or amendments thereto which are delivered by electronic facsimile transmission or electronic email to the same extent as if such transmission of the Agreement or amendments sent by electronic facsimile transmission or electronic email were originals. In the event that more than one party comprises the Purchaser herein, any notice or communication given to any one of such party shall be deemed for all purposes to be notice/communication given to all other parties comprising the Purchaser.

17. The Purchaser covenants and agrees to provide to the Vendor, forthwith upon request by the Vendor, all identity and other information required by the Vendor in order to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, S.C. 2000 as amended, as well as the Financial Transactions and Reports Analysis Centre of Canada. In addition, 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 necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Dwelling, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (d), (h), (i), (j) and (m) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (i) and (j) below, as well as the Purchaser's financial information and desired Dwelling design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

    (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, or other companies that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) related to the development of this Project, or that are developing one or more other residential projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;

    (b) one or more third party 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 literature/brochures about new projects and/or related services to the Purchaser and/or members of the Purchaser's family;

    (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family;

    (d) any private lender(s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor for the development of the lands or the construction of the dwellings thereon;

    (e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

    (f) any 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 Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;

    (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Dwelling, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;

    (h) any relevant governmental authorities or agencies, including without limitation, Tarion Warranty Program, the Land Titles Office (in which the Project is located), 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 GST/HST);

    (i) Canada Customs & Revenue Agency, to whose attention the appropriate interest income tax information return and/or the 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(l)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;

    (j) the Vendor's solicitors, to facilitate the closing of this transaction (including escrow closing, if required), including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;

    (k) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits;

    (l) any person, where the Purchaser further consents to such disclosure or disclosures required by-law;

    (m) any real estate brokers and/or their representatives as permitted by the Vendor or their sales representatives for the purpose of assisting the Purchaser, if required, with the marketing and sale of their existing property.

18. The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to all security given in support of any loans arranged by the Vendor, and to any easement, service agreement and other similar agreements made by the Vendor concerning the lands. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents, both before and after Closing, as may be reasonably required by the Vendor, without cost or expense to the Vendor, from time to time to give effect to this undertaking.

19. This Offer is irrevocable by Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time, if not accepted, this Offer shall be void and the deposit returned to the Purchaser, without interest. Sale to be completed on the Closing Date hereinbefore set out, on which date vacant possession of the premises is to be given to the Purchaser.

_____
Purchaser

_____
Purchaser

_____
Purchaser

Schedule 'A'

THIS SCHEDULE FORMS PART OF, AND IS TO BE READ IN CONJUNCTION WITH THE ATTACHED AGREEMENT OF PURCHASE & SALE FOR: EARLGLEN INVESTMENTS INC.

EXTERIOR & CUSTOM CONSTRUCTION FEATURES:

1 Every Royal Pine Home compliments the neighbourhood with master-planned elevations, quality old-style craftsmanship and architecturally co-ordinated colour exteriors based on the community's Urban design guidelines to achieve a variety within the streetscape. Townhouse brick packages will be preselected by the Vendor and architecturally controlled.
2 Clay brick construction with accent stone, stucco, decorative "Hardie" board, decorative metal and aluminium frieze board, soldier coursing, precast concrete window sills, keystones, exterior railings as required by grade, as per plan and model selected.
3. Superior 2"x 6" wood exterior wall construction, as per architectural drawings and model selected.
4. Offset 2" x 4" stud fire-rated party walls and sound attenuation insulation as per OBC standards.
5 **Quality ¾" enhanced subflooring throughout. Nailed and re-enforced with glue for additional stability.**
6 Engineered floor joist technology throughout.
7 **Approximate 8' high poured concrete basement walls** as per plan with heavy duty drainage layer membrane on all exterior foundation walls as per Ontario Building Code Standards
8 **Custom precast individual house numbers.**
9 Poured concrete front porch as required by grade, as per plan.
10 Elegant black hardware package including grip set(s) with dead bolt lock and coach lamps on front elevation. Standard light fixtures to rear and side doors, as per model where applicable, as per Vendor's standard samples.
11 **CONVENIENT DIRECT ACCESS FROM GARAGE LEADING TO MAIN LEVEL**, grade permitting, as per model, as per plan.
12 Prominent steel clad insulated entry door(s) with magnetic weather stripping to include GLASS INSERTS, as per elevation. All front doors to be complimented with **granite sills**.
13 Limited life (manufacturer's warranty), self-sealing asphalt shingles as per Vendor's standard samples, as per model selected.
14 Durable pre-finished maintenance free aluminum soffits, fascia, eavestrough and down spouts, as per model selected, as per Vendor's standard samples.
15 "Energy Star" low maintenance thermopane vinyl casement windows throughout. Screens throughout, except on fixed windows, as per Vendor's standard samples.
16 Extra wide (approximate) 6 ft. x 8 ft patio sliding doors with low E argon gas as per plan, as per model selected.
17 Standard vinyl basement windows 30"x16" with screens,(excluding cold cellar) as per plan and model selected, as per vendor's standard samples.
18 Roll-up sectional garage doors with decorative glass inserts, as per elevation & model selected, as per Vendor's standard samples.
19 ASPHALT paved driveway to include base and finish coats as per Vendor's specifications.
20 Walkways, precast slabs and steps at front and rear patio area, where applicable as per model, as per Vendor's specifications and as per approved municipal drawings.
21 Front and rear of lot to be graded and sodded. Side yard between homes will be finished as per municipal requirements or at the vendor's discretion.
22 Exterior hose bibs installed as follows: one located at rear and one located in garage area.
23 Decks at rear of model at ground level where applicable, as required by grade, as per vendor's specifications.
24 Romeo & Juliet balcony at rear, where applicable, as required by grade, as per vendor's specifications
25 Cold cellar, as per plan.
26 Rough-in 3 piece bathroom in basement, as per plan. (not including water supply) -Location predetermined by the Vendor and may vary from brochure

KITCHEN:

27 Bright appealing spacious extended height kitchen cabinets with large eat-in areas as per plan.
28 CUSTOM QUALITY cabinets and **QUARTZ countertops** with extended breakfast counters and islands, as per plan, from Vendor's standard samples.
29 Stainless steel exhaust hood fan over stove area with 6" exhaust vented outside, as per Vendor's standard samples.
30 Heavy duty wiring and receptacle for stove.
31 Electrical outlets for fridge and at counter level for small appliances
32 Rough-in PLUMBING & ELECTRICAL for future dishwasher.
33 DOUBLE STAINLESS STEEL UNDERMOUNT SINK WITH SINGLE LEVER FAUCET with shut-off valve, as per Vendor's standard samples.

BATHROOMS:

34 Purchaser's choice of vanity cabinets with **QUARTZ countertop and undermount sink** in **ALL bathrooms,** as per Vendor's standard samples.
35 Elegant primary ensuite bathroom features a free standing soaker tub and **shower stall with chrome framed glass shower door and panel and shower light** according to plan as per Vendor's standard samples.
36 Purchaser's extensive choice of quality imported 8"x 10" or 13" x 13" ceramic floor and wall tiles to all tub & shower enclosures up to but not including the ceiling, as applicable.
37 All shower areas completed with "Dens-Shield" water resistant board, as per Vendor's standard samples, as per plan.
38 Temperature control valve in all shower areas, as per Vendor's standard samples.
39 Exhaust fan in all bathrooms (as required) according to the Ontario Building Code.
40 Privacy locks on all bathroom doors, as per Vendor's standard samples.
41 Plate mirrors above vanities in all bathrooms.
42 Powder room includes **VANITY with QUARTZ countertop and undermount sink**, according to plan, as per Vendor's standard samples.
43 Single lever chrome faucets with pop-up drains with shut-off valves, as per Vendor's standard samples.
44 White plumbing fixtures in all bathrooms from Vendor's standard samples.

LAUNDRY:

45 Single laundry tub with faucet and drain as per vendor's standard samples, according to plan.
46 Dryer vent and heavy-duty electrical outlet and plumbing for automatic washer. Upper level laundry areas, as per model, to have floor drains, as per plan

FLOORING:

47 Purchaser's choice of **IMPORTED CERAMIC TILES 13" x 13** in foyer, main/ground level hallways (according to plan), kitchen, powder room, and laundry room, as per plan, as per Vendor's standard samples.
48 HIGH QUALITY 40 oz BROADLOOM (1 colour throughout) on upper level on areas without ceramic tiles, as per plan, as per Vendor's standard samples
49 **7 1/2" LAMINATE ENGINEERED FLOORING** in all areas not covered with ceramic tiles on main level, including stair landings, as per plan, as per Vendor's sample.

ELECTRICAL:

50 100 AMP electrical service plus one electrical outlet next to panel.
51 All wiring in accordance with the Ontario Hydro Standards.
52 Capped Rough-in EV conduit from garage to basement for future car charger
53 Weatherproof GFI exterior electrical outlet as follows: one located at rear and one located at front porch, as per plan
54 Rough-in provisions for future central vacuum terminating in the basement.

55 Rough-in provisions for alarm system. (Key pad in master bedroom & motion detector in upper hall. Wire for keypad at main entrance, wire for all operating doors and windows on main floor, space wire brought to attic for future use.)
56 Primary bedroom and family room/great room are pre-wired for TV with CAT6 cable.
57 Telephone rough-in in master bedroom and kitchen.
58 USB plugs in kitchen and primary bedroom
59 Conduit (3/4") from family room to basement.
60 Standard light fixtures with LED bulbs throughout except living room.
61 Standard light fixtures in all bedrooms.
62 One electrical outlet on the garage wall and one on the garage ceiling for each garage door for future garage door opener and one in unfinished area of basement under electrical panel.
63 One ceiling light in garage area and in unfinished areas (where required) of basement as per Ontario Building Code
64 Smoke detectors with strobe lighting & carbon monoxide censors per floor as per Ontario Building Code.
65 Electrical door chime.
66 White Decora switches and receptacles throughout as per Vendor's standard samples.

HEATING:

67 High efficiency forced air heating system, with ECM motor as per plan, as per Vendor's standard samples. Furnace & hot water tank location may vary from that shown on brochure or plan.
68 Heat Recovery Ventilation (HRV) system, as per Vendor's standard samples
69 Power vented high efficiency water heater on a rental basis as per Vendor's standard samples (Purchaser agrees to execute a lease agreement with the Vendor's supplier on or before closing.)
70 Programmable thermostat(s), as per plan, as per Vendor's standard samples.
71 Ductwork to accommodate provisions for central air conditioning.
72 R-22 wall insulation.
73 Blown insulation (R-60 factor) in attic
74 R-20 insulated basement walls that terminate 15" above cement slab.
75 R-31 spray foam insulation in exposed floor areas (above the garage with liveable area above, as per plan)
76 Fully drywalled taped and primed garage walls and ceiling, as per Ontario Building Code.
77 Professional duct cleaning provided prior to closing.
78 Drain water heat recovery pipe, as per Vendor's standard samples and specifications

DISTINCTIVE FEATURES INCLUDE:

79 **Extended 9' ceiling heights** on main level including extended height archways,(excluding areas due to mechanical or structural requirements) as per plan
80 **Extended 9' ceiling heights on 2nd level** (excluding areas due to mechanical or structural requirements) as per plan
81 Painted walls according to purchaser's choice of one colour as per Vendor's standard samples.
82 **Smooth Carrara** (2-panel hollow core) style interior doors, as per Vendor's standard samples.
83 Doors & trimwork to be painted WHITE as per Vendor's standard samples.
84 Interior doors to include satin nickel lever handles and standard 3" hinges as per Vendor's standard samples.
85 **4 1/4"** BASEBOARDS and **2 3/4"** CASING in paint grade, as per Vendor's standard samples.
86 **Smooth ceilings** ON MAIN LEVEL ONLY. Sprayed stipple ceiling with smooth border surround in all other rooms/areas.
87 **NATURAL OAK STAIRCASE, HANDRAIL, STRINGERS** to include **METAL PICKETS** from MAIN to 2nd floor (excluding landings), as per plan, as per Vendor's standard samples. Any other steps (required as per grade levels) at the main level and not forming part of the main staircase will also be completed WITH NATURAL OAK steps.
88 Pine painted stairs leading to basement.
89 Durable, condensation-free, noise free plastic plumbing pipe throughout.
90 All closets and linen closets to include wire shelving, as per Vendor's standard samples

Royal Pine Homes Excellent Program is committed to innovative designs and quality construction and complimented with our reliable customer service. Every homeowner receives the service of a professional consultant to assist in the completion of interior colour selections of their new homes at the Royal Pine Homes-Design Studio

ALL EXTERIOR COLOURS AND MATERIALS ARE PRE-SELECTED BY THE VENDOR & ARCHITECTURALLY CONTROLLED BY THE ARCHITECTURAL REVIEW COMMITTEE AND CANNOT BE OTHERWISE CHANGED.
PURCHASER ACKNOWLEDGES THAT ANY ARCHITECTURAL CHANGES OR EXTRAS INVOLVING THE STRUCTURE WILL NOT BE PERMITTED AFTER THE ACCEPTANCE OF THE AGREEMENT OF PURCHASE AND SALE. IT IS VERY IMPORTANT THAT ALL/ANY STRUCTURAL CHANGES ARE MADE AT TIME OF PURCHASE.
VENDOR WILL NOT ALLOW THE PURCHASER TO DO ANY WORK AND/OR SUPPLY ANY MATERIAL OR FINISH THE DWELLING BEFORE THE CLOSING DATE.

PURCHASER'S CHOICE OF INTERIOR COLOURS AND MATERIAL ARE FROM VENDOR'S STANDARD SAMPLES IF NOT YET ORDERED OR INSTALLED PROVIDED THAT COLOURS AND MATERIAL ARE AVAILABLE FROM SUPPLIER. PURCHASER AGREES TO SELECT THE COLOURS AND MATERIAL WITHIN SEVEN (7) DAYS OF NOTIFICATION AS SCHEDULED ACCORDING TO CLOSING DATE BY THE VENDOR, OTHERWISE THE VENDOR RESERVES THE RIGHT TO SELECT THE COLOURS AND MATERIALS TO COMPLETE THE DWELLING AND THE PURCHASER AGREES TO CLOSE THE TRANSACTION WITH THE VENDOR'S CHOICE OF COLOURS AND MATERIALS.

Décor center administrative fees: Purchaser acknowledges that an administrative fee of $500.00 plus HST will be charged for any missed décor appointments and furthermore, purchaser is aware and accepts that any changes made to finalized ordered upgrades are subject to a minimum administrative fee of $1,000.00 plus HST to reopen the file.

Purchaser acknowledges that all executed documents (ie: Agreement of Purchase and Sale, Amendments, Colour Chart Amendments etc.) are provided in hard copy format only. An administration fee of $500.00 plus HST for each request will be charged as an adjustment on closing should the purchaser require any extra copies at any time before closing

An administrative fee of $500.00 plus HST will be charged as an adjustment on closing for any requests for an amendment to the agreement of purchase and sale within 30 days of the closing date at the vendor's sole discretion.

PURCHASERS ARE ADVISED THAT SOME LAUNDRY ROOM AREAS AND FOYER ENTRANCES MAY BE SUNKEN AS REQUIRED BY GRADE.

PURCHASERS ARE ADVISED THAT THE SIDE DOOR, WHERE APPLICABLE, MAY BE LOWERED TO ACCOMMODATE SIDE YARD DRAINAGE AS PER PLAN OR MUNICIPAL REQUIREMENTS.

SIDEWALK LOCATIONS MAY VARY FROM THAT SHOWN ON SITE PLAN/BROCHURE AS PER APPROVED MUNICIPAL REQUIREMENTS.

ALL PLANS, ELEVATIONS AND SPECIFICATIONS ARE SUBJECT TO MODIFICATION FROM TIME TO TIME BY THE VENDOR ACCORDING TO THE ONTARIO BUILDING CODE AND NATIONAL BUILDING CODE.
THE PURCHASER AGREES TO PAY FOR INSTALLATION OF WATER METRE ON CLOSING IF APPLICABLE.
THE PURCHASER AGREES TO PAY FOR HYDRO INSTALLATION & CONNECTION CHARGES IN SUCH AMOUNT AS REQUIRED.

PURCHASER AGREES TO PAY THE ONTARIO NEW HOME WARRANTY PROGRAM ENROLMENT FEE ON CLOSING AS AN ADJUSTMENT. PURCHASER ACKNOWLEDGES ENROLMENT FEE BASED ON ONTARIO NEW HOME WARRANTY PROGRAM ENROLMENT FEE STRUCTURE AND FEE IS SUBJECT TO CHANGE WITHOUT NOTICE.

THE PURCHASER ACKNOWLEDGES THAT FINISHING AND MATERIALS CONTAINED IN ANY MODEL HOME, INCLUDING BROADLOOM, FURNITURE, ELECTRICAL FIXTURES, DRAPES, CERAMIC FLOORING, WOOD FLOORING, UPGRADE KITCHEN CABINETS, STAINED FLOORS, STAIRCASES AND RAILING, ARCHITECTURAL ORNAMENTAL PLASTER, ACOUSTIC TILED CEILING AND LUMINOUS LENSES, ETC. MAY BE FOR DISPLAY PURPOSES ONLY AND MAY NOT BE THE SAME GRADE OR TYPE OR NOT NECESSARILY INCLUDED IN THE DWELLING UNIT PURCHASED HEREIN.

PURCHASER'S SIGNATURE: _____

PURCHASER'S SIGNATURE: _____

SCHEDULE "C"
ACKNOWLEDGEMENT
EARLGLEN INVESTMENTS INC.

1. The Purchaser acknowledges receipt of notice as to the following:

The Purchaser acknowledges that the Subdivision Agreement entered into or to be entered into, as the case may be, between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, notices regarding land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this property. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgement containing such notice of and when requested to do so by the Vendor.

2. The Purchaser acknowledges that there are two easements in favour of Trans-Canada Pipelines Ltd. registered as Instrument Nos. MA42664 and RH66624 on adjacent lands across the rear lot lines of Blocks 8 to 13, both inclusive.

3. The Purchaser acknowledges that the following easements will be registered prior to closing:

(a) An easement for rearyard catch basin purpose over Part of the following :

(i) Block 8: TH48
(ii) Block 9: TH60
(iii) Block 10: TH66
(iv) Block 11: TH72
(v) Block 12: TH78
(vi) Block 18: TH118
(vii) Block 19: TH126
(viii) Block 20: TH134
(ix) Block 21: TH142

(b) An easement for utility services purpose over Part of the following:

(i) Block 3: TH20
(ii) Block 4: TH21
(iii) Block 8: TH48 to TH52, both inclusive
(iv) Block 9: TH53 and TH60
(v) Block 10: TH61 and TH66
(vi) Block 11: TH67 and TH72
(vii) Block 12: TH73 and TH78
(viii) Block 13: TH79
(ix) Block 18: TH111 and TH118
(x) Block 19: TH119 and TH126;
(xi) Block 20: TH127 and TH134
(xii) Block 21: TH135 and TH142
(xiii) Block 22, TH143 to TH146, both inclusive

4. Schedule M - Retaining Walls

Purchasers are advised that where retaining walls are shown on the lot grading plan referred to in Schedule "B" to the Subdivision Agreement for this plan or on the individual lot grading plan(s) filed pursuant to Section A.22 of the Subdivision Agreement, it is the requirement of the City that such retaining walls be constructed on private property and that they be maintained by the individual owners of the lot(s). Further, Purchasers are advised that the individual lot grading plan(s) filed pursuant to the the said Section A.22 may result in a change to the grading plan and features shown on the plan referred to in Schedule "B" of the Subdivision Agreement. Purchasers should contact the City Infrastructure and Engineering Services Department to review the approved individual lot grading plan(s).

5. Schedule M - Grading Details

Purchasers are advised that the City has reserved the right to amend the provisions and details shown on the grading plan referred to in Schedule "B" to the Subdivision Agreement for this plan by either an amendment to the Subdivision Agreement (which may or may not be registered on title) or by the approval of (or amendment of) the individual lot grading plan(s) filed pursuant to Section A.22 of the Subdivision Agreement. Purchasers are further advised that such amendments may result in alterations to any features shown on Schedule "K" or the addition of features not shown on the grading plan, including but not limited to retaining walls. Purchasers are advised to consult with the construction section of the City's Transportation and Works Department to ascertain the details of the approved grading for any individual lot and are cautioned not to rely solely upon the provisions and details shown on the grading plan.

6. Schedule M - Community Mail Boxes

Notwithstanding current objections of the City of Richmond Hill to this policy, it is likely that there will be no door-to-door mail delivery. Purchasers are advised that Canada Post Corporation intends to service this property through the use of community mail boxes or group boxes and does not intend to implement door-to-door mail delivery to it in the future.

7. Schedule M - Public Transit System

The Region of York and the City of Richmond Hill are committed to providing an extensive public transit system within the City.

Public transit is a service under the jurisdiction of the Region. It is possible that a public transit route will be established through this subdivision or part of it in the future. The Region reserves the right to promote the introduction of a bus route on any street in order to reach the goal of providing an extensive transit system. This will include bus-stops and bus shelters.

For information on existing transit services as well as possible future transit services, Purchasers should contact York Region Transit at 905-762-2100 or 1-866-668-3978 or YRT route maps, future plan maps or they may visit the Region's transit web site at transitinfo@york.ca.

8. Schedule M - Placement of Objects within Public Highways

Purchasers are advised that they are not permitted to place, or permit to be placed, any fence, tree, shrub, bush, hedge, landscape berm, signboard or other object within a public highway or within the lands laid out on the plan for a public highway, whether or not such lands actually contain a paved portion of a public highway. Without limiting the generality of the foregoing, Purchasers are advised that no driveway curb or pillar may be placed within a public highway or within the lands laid out on the plan for a public highway, whether or not such lands actually contain a paved portion of a public highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal service, such as snow removal equipment.

9. Schedule M - Right of Entry

The Purchasers are hereby advised that Section A.22 of the Subdivision Agreement provides that the City shall have the right to enter upon the lands in order to carry out lot grading in accordance with that section.

10. Schedule M - Natural Heritage Lands

Purchasers are advised that Block(s) 26 and 27 on the plan is(are) designated natural heritage lands under the official plan of the City of Richmond Hill and that it is the intention of the City that such lands be left in their natural state to protect the environmental significance of the Block(s) (subject to those exemptions set out in the official plan, or planted with native species. The Purchasers further acknowledge that they are not permitted to place, or permit to be placed, any fence, tree, shrub, bush, hedge

or other object within the Block(s) or to landscape the said lands in any manner whatsoever. The Purchasers acknowledge that nothing in this notice shall, in any manner whatsoever, preclude or be interpreted as precluding the city from (a) undertaking any improvements to the said lands at any future date or (b) enacting an amendment to the official plan altering the designation of these lands.

11. Schedule M - Lot Grading Security

Purchasers are advised that the lot grading security delivered to the City pursuant to the Subdivision Agreement is assurance for the sole benefit of the City that the Developer will comply with the requirements for lot grading to the satisfaction of the City. It is in the nature of a direct relationship between the City and the financial institution issuing the security and may be realized upon by the City only in accordance with and for the purposes set out in the Subdivision Agreement. If the Purchaser pays the Developer or any other party any amount to secure or reimburse the Developer or any such other party for the lot grading security, the recovery of that security from the Developer (or other third party) is a private matter between the Purchaser and the payee. The City will not be able to realize upon the security to reimburse the Purchaser under any circumstances.

12. Schedule M - Important Notice to Purchasers

An application has been made for this project and all approvals required for the issuance of building permits for this project may not have been granted. For further information, call the City of Richmond Hill Planning and Building Services Department at 905-771-8910, file 19T-03010.

13. Schedule M - Placement of Material within Parkland or Natural Heritage Lands

Purchasers are advised that they are not permitted to place, or permit to be placed, any debris, junk, rocks, stumps, trees, shrub, bush, hedge, landscape berm or fill of any kind or other object within parkland or natural heritage lands.

Purchasers are further advised that they are not permitted to place, or permit to be placed, a gate in any fence erected on such lands and that they shall not have direct access from their own property to such lands. Purchasers are further advised that they are not permitted to cause or allow to be undertaken on any such lands any activity other than permitted by the City in accordance with its by-laws and/or practices without the express permission of the City's Commissioner, Planning and Building Services.

14. Schedule M - Street Trees

Purchasers are advised that while the City has imposed a charge for tree planting based upon the number of residential units within the Plan(s), there is no guarantee or representation that a tree will be placed on the untraveled portion of the public highway in front of the residential unit the Purchasers are buying. The use of the number of residential units is solely a method of calculating the charge. If the Purchaser pays the Developer or any other party any amount for tree planting or street trees, that is a private matter between the Purchaser and the payee. The City is not obligated in any manner whatsoever to plant a tree in front of any particular residential unit.

15. Schedule M - Park Development

Purchasers are advised that active park and community uses are intended for the parkland in the vicinity of the property and uses may include sports facilities that will attract a range of park users, sports groups and spectators. Purchasers are further advised that the property may be affected by increased traffic and parking on the streets and ambient noise and lighting from the park use which may interfere with some activities of the building occupants.

16. Schedule M - Natural Heritage Lands and Recreation Trail System

Purchasers are advised that the City of Richmond Hill intends to install or has installed walkways and trails within park and natural heritage lands within, adjacent to and/or in the vicinity of the plan, that such uses may result in increased vehicular and pedestrian

traffic on the street adjacent to, or in the vicinity of, the property and that such uses may result in a high volume of pedestrian traffic and non-motorized vehicular use on the walkways and trails. Purchasers are further advised that the property may be affected by noise and lighting from such uses.

17. Schedule M - Encroachments

Purchasers are advised that encroachments of any kind are not permitted on natural heritage blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands.

18. Schedule M-1 - Notice – Future Park Site and No Dumping

For information regarding future park site and no dumping (By-law No. 218-90 (as amended)), please contact City of Richmond Hill at 905-771-8800.

19. Schedule M-2 - Notice – Allocated Sewage Capacity (Allocated)

Purchasers are advised that the City of Richmond Hill has allocated sewage capacity for the lots or blocks on the plan of subdivision subject to the policies adopted by the council of the City from time to time. One of those policies is that such allocation may be revoked if the assigned capacity is not utilized within two years from the date of allocation. Availability of such sewage capacity is a pre-condition of the issuance of any building permits for any residential dwelling units within the plan. For further information, please contact the Planning and Building Services Department at 905-771-8800, file 19T-03010.

20. Schedule M-3 - Notice – Noise – Sound Levels

Purchasers are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupant as the sound level exceed the sound level limits of the municipality and the Ministry of the Environment, Conservation and Parks, or any successor ministry thereof.

21. Schedule M-4 - Notice – Central Air Conditioning Provision

This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the municipality and the Ministry of the Environment, Conservation and Parks, or any successor Ministry thereof. If air conditioning is installed, the air cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on outdoor activities of the occupants and their neighbours.

22. Schedule M-5 - Notice – Noise Attenuation Barriers

Purchasers are advised that where noise attenuation fences are shown on the plans, profiles and drawings referred to in Schedule "B" of the Subdivision Agreement with the City, it is the requirement of the City that such noise attenuation fences be constructed on private property and that they be maintained by the individual owners of the lot(s) to the satisfaction of the City.

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

23. Schedule M-6 - Notice – Proximity to Noise Source

Purchasers are advised that due to the close proximity of the existing industrial sites, the Canadian Independent Sod Co. Ltd. facility and outdoor storage area for garbage container whose activities and/or equipment, noise from these may at times be audible.

24. Schedule M-7 - Notice – Engineered Fill or Special Building Techniques

Purchasers are advised that the property may have received or may receive engineered fill. Purchasers are further advised that unless the property has received or will receive such engineered fill, it may require special building techniques for the foundation and/or superstructure of the building(s) on the property. Purchasers are further advised that, in any event, special building techniques may be required to provide support for any other structures built on the property, including such structures as swimming pools and decks.

25. Schedule M-8 - Notice – Stormwater Management Facilities

Purchasers are advised that Block 28 on the plan will be used for a stormwater detention pond and in particular may have a pond retaining from time to time a level of water that may be dangerous to unattended children or to other persons not adequately supervised. The Purchasers acknowledge and agree that neither the Owner/Vendor nor the City shall be responsible to provide any supervision on the said land of any kind and hereby agree to release, indemnify and save harmless the Owner/Vendor and the City from any and all claims arising from the use or occupation of said block and the lots within the plan, including the stormwater detention pond, by the Purchasers, their family, friends or invitees.

Purchasers are further advised that it is the intention of the City that all or part of Block 28 is to be naturalized and left in its natural state, provided that Purchasers acknowledge that nothing in this notice shall in any manner whatsoever preclude or be interpreted as precluding the City from undertaking any improvements to the said lands at any further date.

26. Schedule M-9 - Notice – Acoustic Fence Maintenance

Purchasers/tenants are advised that any maintenance repairs and replacements of the acoustic fence shall be with the same material to the same standards and have the same colour and appearance of the original.

27. Schedule M-10 - Notice – Sound Levels

Purchasers/tenants are advised that sound levels due to the industrial sites located north of 19th Avenue are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed. The residential area has been designated class 4 as defined by the Ministry of the Environment, Conservation and Park Guidelines.

28. Notice

The Owner shall notify or cause to be notified each and every purchaser of land within the Plan of all the municipal services provided for such purchaser and where the said purchaser pays any portion of the cost thereof, the cost of such municipal services and the share thereto to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase the said land entered into by any such purchaser.

29. The Owner shall include in every offer to purchase a lot in the Plan an acknowledgment by the purchaser of the following provisions of this Agreement:

(a) That no building permit may be applied for or issued except in compliance with Sections A.21, A.22, A.23, C.1 and C.2;

(b) No building permit may be applied for or issued for any building other than a building permitted under the existing applicable zoning by-law or by-laws of the City and until the plan indicating the proposed site of the building, its design and main floor elevation and its grading and sodding as set forth in Section A.22 has been approved by the City. The said plan shall show the design and location of the building, driveways, parking spaces and landscaping;

(c) That no building may be occupied until a certificate of occupancy has been issued by the Chief Building Official, pursuant to Section C.6;

(d) That notwithstanding the sale of a lot or block, the Owner and the City shall have the right to enter upon the lot or block for a period of 2 years after the date of sale or the expiration of the guarantee period for the municipal services, whichever is later, in order to carry out any lot grading and sodding required to comply with the grading plan;

(e) That no dwelling unit may be used except in accordance with the existing applicable zoning by-law or by-laws of the City;

(f) That no trees may be removed from a lot except in conformance with the provisions of Section F.12.

(g) That the grading of the lot shall be completed and maintained in accordance with Section A.22.

30. The Owner shall cause its builders to display in all sales offices a plan indicating which lots within the Plan will or are likely to have community mail boxes referred to in Schedule "M" in front of them.

31. Until such time as building permits are available for all lots within the Plan, the Owner shall display or cause its builders to display in a prominent location in all sales offices dealing with the sale of lots or dwelling units within the Plan and a sign in a prominent outdoor location at the site of all sales offices in a form and of a size satisfactory to the Commissioner reading as set out in Schedule "M". If building permits are available for some, but not all of the lots within the Plan, the sign shall identify the lots which have not yet received the necessary approvals.

32. If the Region's Transit Department determines that transit vehicles will be routed through this subdivision and determines the location of the proposed transit route before eighty per cent (80%) of the lots within the Plan have been sold, the Owner, upon receipt of a written request from the City, shall cause its builders to display in all sales offices a plan indicating the anticipated public transit route or routes within the Plan.

33. The Owner shall insert in every agreement of purchase and sale for one or more lots or blocks suitable for development within the Plan the notices set out in Schedule "M" which are reproduced in that Schedule for the purpose of notice. The Owner shall ensure that such notices are provided on all community information maps and promotional sales materials. The Owner shall require that a purchaser of vacant lots include the notices set out in Schedule "M" in all subsequent agreements or purchase and sale. Further the Owner shall require that all purchasers of lots within the Plan include the notices set out in Schedule "M" in all subsequent agreements of purchase and sale.

34. If any notice is required to be given by the City to the Owner with respect to this Agreement, such notice shall be delivered or mailed to the address set out in Schedule "P" or such other address as the Owner has given to the City's Clerk, in writing, and any such notice mailed by prepaid first class mail or delivered shall be deemed good and sufficient notice under the terms of this Agreement and to have been given upon such delivery or mailing.

35. For lots or blocks (including Blocks 1-4 inclusive, 31, 32, 44, 45) adjacent to Natural Heritage System Blocks:

(a) That the rear lot lines are adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority.

These lands are considered to be part of the publicly owned environmental protection area, which is intended to remain naturalized, and may not be actively maintained. A future tail may be located within all or a part of this area, however private uses such

as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited.

36. Owners are advised that the land within the North Leslie Secondary Plan area is subject to high groundwater conditions and upward hydraulic pressure from the underlying Oak Ridges Moraine Aquifer Complex. It is the Owner's responsibility to undertake due diligence with the City of Richmond Hill and the Toronto and Region Conservation Authority prior to any site alteration, grading, or excavation of privately owned lands to ensure the overlying soils will sufficiently maintain a safe depth of soil to ensure the aquifer is not breached. The Owner is advised this may preclude the ability to install any works which require excavations, including but not limited to in-ground swimming pools and/or basement walkouts. For any proposed excavations, an assessment may be required to be completed by a qualified hydrogeologist or geoscientist.

37. Notice of the easement agreement registered against the property (or near the property) which may affect development activities on the property. and The Ontario One Call Number 1-800-400-2255.

38. Alectra Utilities safety standards require minimum clearance from the door side of the pad-mounted transformer, minimum clearances from the remaining three (3) sides and clear visibility of the equipment from the road, all of which provide a safe working environment for personnel operating and/or maintaining the equipment. Minimum clearances are required from the transformer foundation to the edge of a driveway. Any required relocation of transformers due to the widening of driveways will be at the property owner's expense. Should adequate clearance of electrical infrastructure equipment not be maintained within the property, Alectra Utilities will not be held liable for any damages caused by its access in order to operate, maintain and/or repair the electrical infrastructure equipment. It is the responsibility of the home owner to contact Alectra Utilities for such information.

39. "The Developer acknowledges and agrees that:

(a) Alectra Utilities requires anyone who wishes to connect any renewable resource such as wind, water, solar or bioenergy to the Alectra Utilities distribution system pursuant to a load displacement or Net – metering or other program to make an application to Alectra Utilities for permission to do so;

(b) Alectra Utilities reserves the right to determine, in its sole and unfettered discretion in each case, whether to approve the connection from that renewable resource;

(c) there is no promise or guarantee that Alectra Utilities will approve any connection from any renewable resource from the home being built and sold pursuant to this agreement of purchase and sale;

(d) the construction of rough-in infrastructure designed to allow the home owner to install equipment necessary to generate electricity from renewable resources on the home being built and sold pursuant to this agreement of purchase and sale is done at the purchaser's risk and sole cost with no guarantee that Alectra Utilities will approve the connection from any renewable resource to its distribution system from such home;

(e) in the event that an application to connect any renewable resource to the Alectra Utilities distribution system is not approved by Alectra Utilities, Alectra Utilities shall not be liable for and shall have no obligation to pay for (a) any costs incurred by the purchaser for the installation of rough-in infrastructure to accommodate the connection of a renewable resource to the Alectra Utilities distribution system, or (b) any costs otherwise incurred by the purchaser for the installation of any renewable resource equipment, including but not limited to solar panels or battery storage units, and

(f) the payment of any and all costs related to the installation of rough-in infrastructure to accommodate the connection of a renewable resource to the Alectra Utilities distribution system, and any costs incurred for the installation of any renewable resource equipment shall be the responsibility of, and at the sole risk of, the purchaser.

40. For all units on Blocks 8 to 13, both inclusive:

(a) TCPL Pipeline Right-of-Way identified as Parts 2 and 3, Plan 65R-35736, on the Plan of Survey of Part of Lot 29, Concession 2 (Geographic Township of Markham, County of York), City of Richmond Hill, Regional Municipality of York ("TCPL Pinepine Right-of-Way"), as further described in Instrument Nos. MA42664 and RH66624 ("TCPL Easement"). This TCPL Easement locates at the south of Blocks 8 to 13, both inclusive;

(b) Written consent must be obtained from TCPL prior to conducting a ground disturbance (excavation or digging) on the TCPL Pipeline Right-of-Way or within 30 metres of centreline of the TCPL pipe;

(c) There are three (3) high-pressure natural gas pipelines within the TCPL Easement and the location of the TCPL Easement in relation to the development;

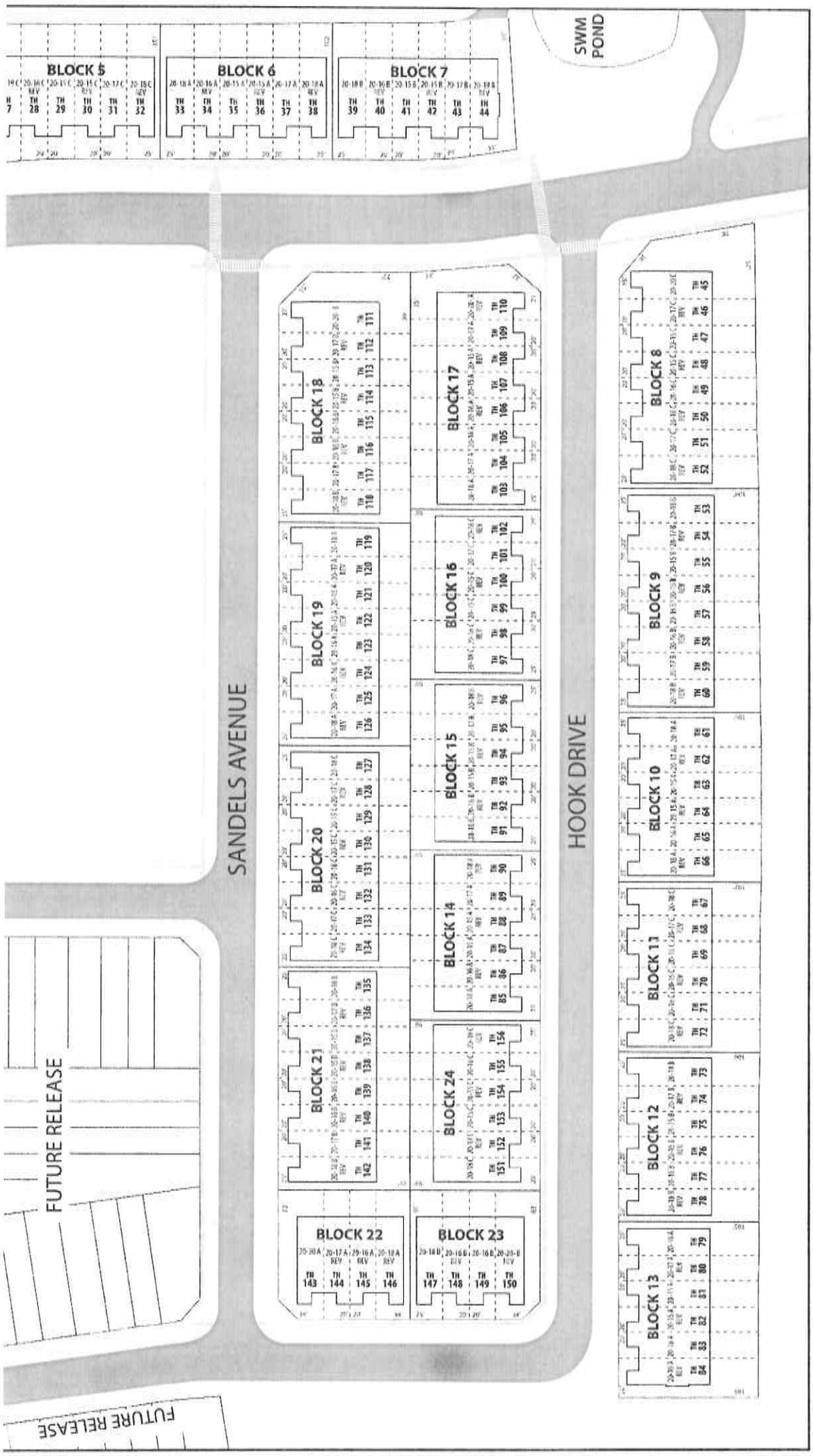
(d) No buildings or structures shall be installed or paved surface shall be allowed on the TCPL Pipeline Right-of-Way. Permanent buildings and structures shall have a minimum setback of 7 metres from the edge of the TCPL Pipeline Right-of-Way except where otherwise consented to by TCPL in advance. Accessory structures shall be a minimum setback of at least 3 metres from the edge of the TCPL Pipeline Right-of-Way;

(e) In addition to the written consent noted above, a locate request must be made to the local one-call notification centre ("One-Call Centre") a minimum of 3 business days in advance of the construction, ground disturbance, or vehicle or equipment crossing. The One-Call Centre will notify TCPL to send a representative to mark TCPL facilities, explain the significance of the markings and provide a copy of the locate report. TCPL requests a minimum notice of 5 business days for any work involving explosive;

(f) The local One Call number 1-800-400-2255 and www.clickbeforeyoudig.com and www.ontarioonecall.ca.

The Purchaser also acknowledges further acknowledgments, warning clauses and notices may be required.

SCHEDULE "D"


BLOCK 5
BLOCK 6
BLOCK 7
SWM POND
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
BLOCK 12
BLOCK 13
BLOCK 14
BLOCK 15
BLOCK 16
BLOCK 17
BLOCK 18
BLOCK 19
BLOCK 20
BLOCK 21
BLOCK 22
BLOCK 23
BLOCK 24
SANDELS AVENUE
HOOK DRIVE
FUTURE RELEASE
FUTURE RELEASE

SCHEDULE "D"

N
HOOK DRIVE
FUTURE RELEASE
JOHN McCRAE STREET
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
PARK
DELS AVENUE
BLOCK 19
BLOCK 18
BLOCK 15
BLOCK 16
BLOCK 17
OOK DRIVE
SWM POND

HOME BUYER'S INFORMATION MAP

EARLGLEN INVESTMENTS INC. PHASE 1 & PHASE 2

City File No. D03(R)-03010, 19T-03010

Region File No. ENG.19.R.0027

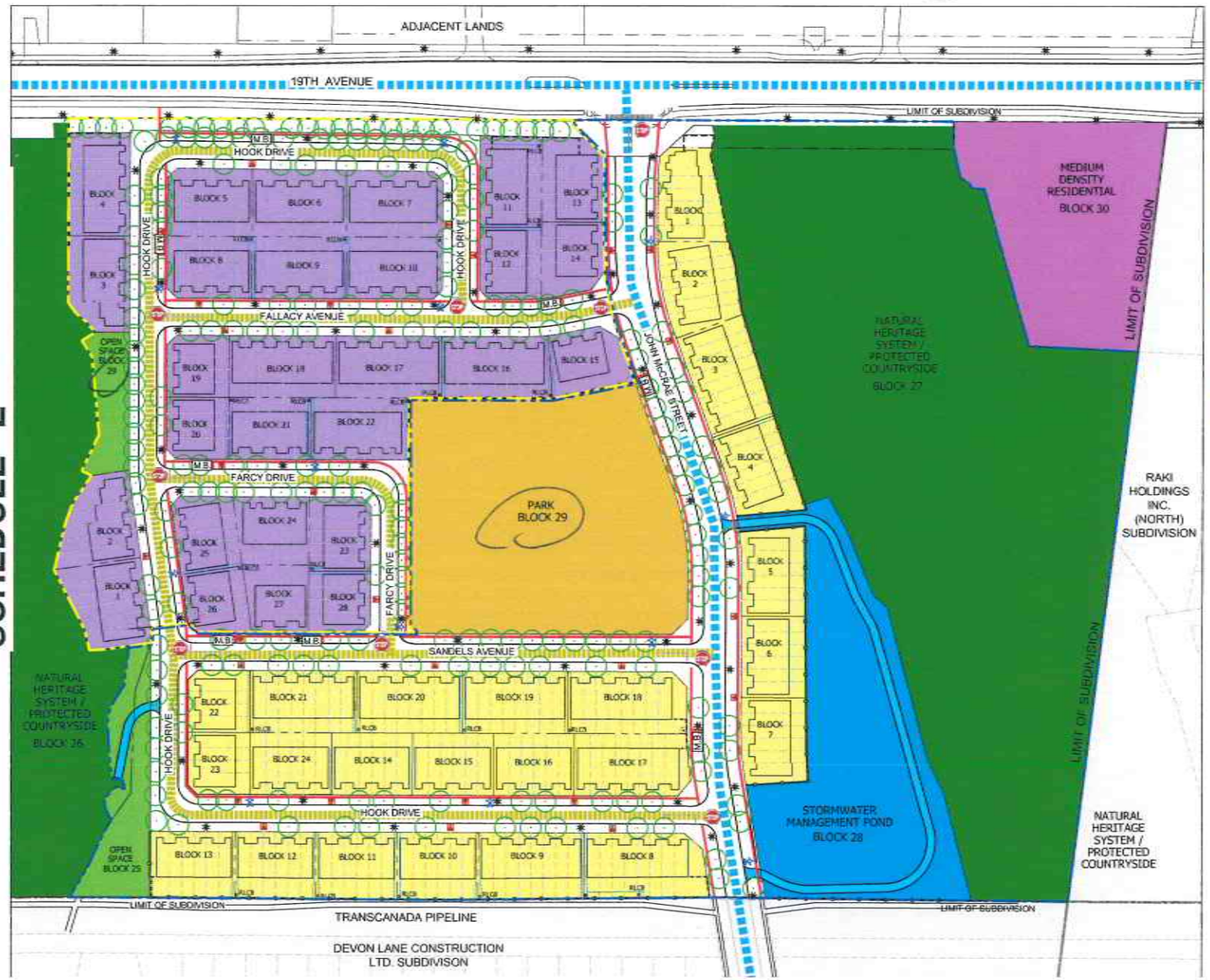
Richmond Hill

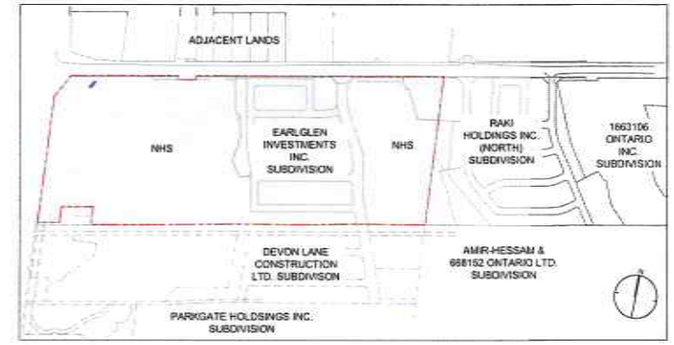
NAK design strategies

September 2024

Scale 1:1000

SCHEDULE "E"





KEYMAP NTS

LAND USES AND UNIT TYPES

TOWNHOME

- STREET ACCESS TOWNHOUSE (PHASE 1)
- STREET ACCESS TOWNHOUSE (PHASE 2)

OTHER LAND USES

- NATURAL HERITAGE SYSTEM AREA
- STORMWATER POND
- FUTURE MEDIUM DENSITY DEVELOPMENT
- OTHER DEVELOPMENTS / RESIDENTIAL AREAS
- OPEN SPACE
- PARK LAND

LEGEND

- PHASE 1 BOUNDARY
- PHASE 2 BOUNDARY
- SIDEWALK
- 2.5M HT. WOOD ACOUSTIC FENCE
- 1.8M HT. WOOD PRIVACY FENCE
- 1.5M - 1.8M HT. CHAIN LINK FENCE
- STORMWATER POND ACCESS ROAD & OPEN SPACE ACCESS RAMP
- CANADA POST COMMUNITY MAILBOX
- POTENTIAL LOCATION FOR STOP SIGNS
- PRIMARY TRANSIT CORRIDOR
- SECONDARY TRANSIT CORRIDOR
- STREET TREE LOCATIONS
- STREETLIGHT
- TRANSFORMER
- HYDRANT
- EASEMENT ON PRIVATE PROPERTY
- REARYARD CATCH BASIN

* FINAL STREET TREE QUNAITIES AND LOCATIONS SUBJECT TO ON-SITE STAKE OUT BY THE LANDSCAPE ARCHITECT AND THE CITY APPROVAL

* ALL INFORMATION SHOWN IS CORRECT AS OF THE DATE OF THIS PLAN AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH REQUIRED APPROVALS

NOTES:

1. ENCROACHMENTS OF ANY KIND ARE NOT PERMITTED IN OPEN SPACE BLOCKS, VALLEYLANDS, VALLEYLAND BUFFERS, VISTAS STORMWATER MANAGEMENT PONDS, OR PARK LANDS
2. COMMUNITY USES ARE INTENDED FOR BLOCKS 25 TO 29 (WITHIN PHASE 1), WHICH ARE INTENDED TO INCLUDE PUBLIC WALKWAYS AND TRAILS AND THAT SUCH USES MAY RESULT IN INCREASED TRAFFIC ON THE STREETS ADJACENT TO OR IN THE VICINITY OF THE PROPERTIES. PROPERTIES ADJACENT TO SUCH BLOCKS MAY BE AFFECTED BY NOISE AND LIGHTING FROM THE PARK USES.
3. BLOCK 28 WILL BE USED FROM STORMWATER DETENTION PURPOSES AND MAY HAVE A POND RETAINING FROM TIME TO TIME A LEVEL OF WATER THAT MAY BE DANGEROUS TO UNATTENDED CHILDREN OR TO OTHER PERSONS NOT ADEQUATELY SUPERVISED. NEITHER THE OWNER NOR THE TOWN SHALL BE RESPONSIBLE TO PROVIDE ANY SUPERVISION ON THE SAID LAND OF ANY KIND AND PURCHASERS AGREE TO RELEASE, INDEMNIFY AND SAVE HARMLESS THE OWNER AND TOWN FROM ANY AND ALL CLAIMS ARISING FROM THE USE OR OCCUPATION OF BLOCK 28. BY THE PURCHASERS, THEIR FAMILY, FRIENDS AND INVITEES.
4. IT IS THE INTENTION OF THE TOWN THAT ALL OR PART OF THE STORMWATER MANAGEMENT LANDS ARE TO BE NATURALIZED AND LEFT IN ITS NATURAL STATE, PROVIDED THE PURCHASERS ACKNOWLEDGE THAT NOTHING IN THIS NOTICE SHALL IN ANY MANNER WHATSOEVER PRECLUDE OR BE INTERPRETED AS PRECLUDING THE TOWN FROM UNDERTAKING ANY IMPROVEMENTS TO THE SAID LANDS AT ANY FURTHER DATE.
5. THAT PARK BLOCK 29 WILL BE DEVELOPED INTO AN ACTIVE PARK AND USES MAY INCLUDE SPORTS FACILITIES, COURTS, PLAY EQUIPMENT, AND OTHER FACILITIES THAT WILL ATTRACT A RANGE OF PARK USERS, SPORTS GROUPS AND SPECTATORS. PURCHASES ARE ADVISED THAT PROPERTIES IN THE VICINITY OF THE PARK MAY BE AFFECT BY INCREASED TRAFFIC AND PARKING ON THE STREETS, AND AMBIENT NOISE AND LIGHTING FROM PARK USE.

LOTS AND BLOCKS ADJACENT TO THE TRCA LANDS

1. THE REAR LOT LINES ARE ADJACENT TO ENVIRONMENTAL PROTECTION LANDS, WHICH ARE OWNED BY THE TORONTO AND REGION CONSERVATION AUTHORITY. THESE LANDS ARE CONSIDERED TO BE PART OF THE PUBLICLY OWNED ENVIRONMENTAL PROTECTION AREA, WHICH IS INTENDED TO BE NATURALIZED, AND WILL NOT BE ACTIVELY MAINTAINED. A FUTURE TRAIL MAY BE LOCATED WITHIN ALL OR A PART OF THIS AREA, HOWEVER, PRIVATE USES SUCH AS PICNIC, BARBEQUE OR GARDEN AREAS; STORAGE OF MATERIALS AND/OR THE DUMPING OF REFUSE OR PLOUGHED SNOW ARE NOT PERMITTED ON THESE LANDS. IN ADDITION, ACCESS TO THE ADJACENT TRCA LANDS THROUGH THE SUBJECT PROPERTY IS NOT PERMITTED. PRIVATE YARD GATES ARE PROHIBITED.
2. OWNERS ARE ADVISED THAT THE LAND WITHIN THE NORTH LESLIE SECONDARY PLAN AREA IS SUBJECT TO HIGH GROUNDWATER CONDITIONS AND UPWARD HYDRAULIC PRESSURE FROM THE UNDERLYING OAK RIDGES MORAINE AQUIFER COMPLEX. IT IS THE OWNER'S RESPONSIBILITY TO UNDERTAKE DUE DILIGENCE WITH THE TOWN OF RICHMOND HILL AND THE TORONTO AND REGION CONSERVATION AUTHORITY PRIOR TO ANY SITE ALTERATION, GRADING, OR EXCAVATION OF PRIVATELY OWNED LANDS TO ENSURE THE OVERLYING SOILS WILL SUFFICIENTLY MAINTAIN A SAFE DEPTH OF SOIL TO ENSURE THE AQUIFER IS NOT BREACHED. THE OWNER IS ADVISED THAS MAY PRECLUDE THE ABILITY TO INSTALL ANY WORKS WHICH REQUIRE EXCAVATIONS, INCLUDING BUT NOT LIMITED TO IN-GROUND SWIMMING POOLS AND I OR BASEMENT WALKOUTS. FOR ANY PROPOSED EXCAVATIONS, AN ASSESSMENT MAY BE REQUIRED TO BE COMPLETED BY A QUALIFIED HYDROGEOLOGIST OR GEOSCIENTIST.
3. STORMWATER MANAGEMENT INFRASTRUCTURE IS LOCATED ON THE SUBJECT PROPERTY, WHICH FORMS AN INTEGRAL PART OF THE STORMWATER MANAGEMENT INFRASTRUCTURE FOR THE COMMUNITY. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE THAT PROPOSED DRAINAGE IS MAINTAINED, GRADING WITHIN THE REAR YAR, SUCH AS SWALES WHICH CONVEY STORMWATER TO THIS SYSTEM MUST REMAIN IN THEIR ORIGINAL FORM.

SCHEDULE "F"

HST / REBATES

1. In July of 2010, the Ontario government enacted legislation to provide a rebate of a part of the provincial portion of the HST charged on the purchase of newly-constructed or substantially-renovated homes to qualifying purchasers (the **"Existing Provincial HST Rebate").**

2. The Federal government has enacted legislation to provide a rebate of the GST (or federal portion of the HST) for first time home buyers of new homes with a purchase price under $1,500,000.00 (the **"Federal FTHB Rebate").**

3. The Ontario government has announced similar legislation to provide a rebate of the provincial portion of the HST for first time home buyers of new homes with a purchase price under $1,500,000.00 (the **"Provincial FTHB Rebate").**

4. On March 25, 2026, the Ontario government also announced a proposed expansion of the Existing Provincial HST Rebate for newly-constructed or substantially-renovated homes (the **"Proposed Rebate")** purchased pursuant to agreements of purchase and sale signed between April 1, 2026 and March 31, 2027.

5. The Purchaser and the Vendor acknowledge, accept and agree that, notwithstanding any provisions of this Agreement to the contrary and, without limiting the foregoing, despite any provision in this Agreement that indicates that the Purchase Price includes any portion of the HST payable thereon:

   (a) HST applies to this transaction, and the Purchase Price is **inclusive** of such HST, net of the Existing Provincial HST Rebate;

   (b) the Existing Provincial HST Rebate **shall be** included in the definition of "Rebates", as contained within Section 20 of Schedule "X" of this Agreement; accordingly, all references to Rebates in this Agreement shall include the Existing Provincial HST Rebate; and

   (c) the Federal FTHB Rebate, Provincial FTHB Rebate and/or Proposed Rebate (collectively, the **"Other Rebates") shall not be** included in the definition of "Rebates", as contained within Section 20 of Schedule "X" of this Agreement; accordingly, all references to Rebates in this Agreement **shall not** include any of the Other Rebates.

6. If, by the Closing Date, the forms, applications and other documents required by the Government to assign the Other Rebates and the Existing Provincial HST Rebate, as aforesaid, are available, and the Vendor is satisfied that the Other Rebates and the Existing Provincial HST Rebate are available to the Purchaser and applicable to this transaction, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, and at the sole and absolute discretion of the Vendor:

   (a) In addition to the assignment of the Existing Provincial HST Rebate, the Purchaser shall also assign such of the Other Rebates that it is eligible to receive and capable of assigning to the Vendor, in accordance with the provisions set out in this Agreement relating to the Rebate and such provisions shall apply mutatis mutandis; and

   (b) the Purchaser shall receive a credit in its favour on the Closing Date in respect of any of the Other Rebates which the Purchaser has assigned to the Vendor.

7. For any of the Other Rebates which are not being assigned to the Vendor in accordance with the provisions of this Agreement, the Purchaser shall, to the extent that such of the Other Rebates are claimable by the Purchaser and for which the Purchaser qualifies to receive, be entitled to make an application to claim such Other Rebates which are not being assigned to the Vendor directly with the Canada Revenue Agency following the Closing Date, and the Vendor hereby disclaims any right to such Other Rebates in favour of the Purchaser.

8. The Purchaser acknowledges and agrees that legislation in relation to the proposed Provincial FTHB Rebate and the Proposed Rebate has been enacted, the federal government and/or Ontario government may further condition or revise the terms of any or all of the Other Rebates.

9. The Vendor makes no representation or warranty whatsoever that any of the Other Rebates

will be available to the Purchaser on the Closing Date or that the Purchaser, this transaction or the subject project will qualify for any of the Other Rebates.

10. In the event the Purchaser receives credit for any of the Other Rebates on the statement of adjustments on Closing, the Vendor shall have the right to register a restriction pursuant to section 118 of the Land Titles Act, R.S.O. 1990 (the **"Restriction"),** on title to the property, following the Vendor's usual form, which will prevent the further transfer or charge of the property without the Vendor's consent. The Vendor will, upon the Purchaser's request, deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Restriction, provided: i) such request is made at least 2 years after the Closing Date, ii) the Vendor is satisfied, in its sole, absolute and unfettered discretion, that Canada Revenue Agency has not disputed or varied the Rebates, including the Other Rebates assigned to the Vendor on Closing, and iii) the Purchaser reimburses the Vendor's solicitor's release fees. Any request by the Purchaser for the Vendor's consent to the release of the Restriction prior to the expiry of 2 years from the Closing Date may be granted upon such terms and conditions as determined by the Vendor in its sole, absolute and unfettered discretion. In the event Canada Revenue Agency denies the application for any of the Rebates, including any of the Other Rebates assigned to the Vendor, for any reason whatsoever, the Vendor will, upon the Purchaser's request, deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Restriction after the Vendor receives from the Purchaser such amount of assigned Rebates as is denied by Canada Revenue Agency, together with the interest thereon as provided for in this Agreement, and the Vendor's solicitor's release fees. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990, with full power and authority in the Purchaser's name, place and stead, to execute the Restriction. The Power of Attorney hereby granted is granted in accordance with the Powers of Attorney Act, R.S.O. 1990, and is irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.

11. The Purchaser hereby fully and completely releases, indemnifies and saves harmless the Vendor and all corporations and partnerships related, affiliated or associated therewith, and their respective directors, officers, partners, employees and agents, and the legal representatives, successors and assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain, by reason of the Purchaser not qualifying for, not being entitled to, or not receiving the benefit of part or all of any of the Other Rebates for any reason whatsoever including, without limitation:

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

    (b) errors and/or omissions made to or in, and/or a failure to complete any of, the documentation, materials, applications, schedules, affidavits, statutory declarations and the like (collectively, the **"Rebate Forms");**

    (c) the rejection or a failure to process by the Canada Revenue Agency (or any other successor or related governmental authority having jurisdiction to process any of the Other Rebates) of any of the Rebate Forms required for the Purchaser to be entitled to, or receive the benefit of, any of the Other Rebates by reason of (including, but not limited to):

        (i) errors and/or omissions contained in such Rebate Forms, whether such errors and/or omissions were made by the Purchaser or the Vendor;

        (ii) the use and/or submission of outdated or incorrect Rebate Forms; and

        (iii) the failure to submit such Rebate Forms within the time limits permitted for doing so.

    This paragraph shall not merge and shall survive closing of the transaction contemplated by the Agreement.

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

Purchaser's Initial: _____

Purchaser's Initial: _____

SCHEDULE "I"
SPECIAL ASSIGNMENT PROVISIONS

The Purchaser acknowledges that pursuant to paragraph 2(j) of Schedule "X" of the Agreement of Purchase and Sale, prior to Closing, the Purchaser covenants and agrees not to sell, list for sale, lease, rent, advertise for sale or lease, offer for sale or lease, transfer or assign this Agreement or the Property, or agree to sell, transfer or assign the Agreement of Purchase and Sale or the Property or any rights to occupancy of the Property, without the Vendor's written consent, which consent may be arbitrarily withheld. Pursuant to this Schedule "I", the Vendor has agreed to consent to an assignment of this Agreement of Purchase and Sale (the "Assignment") provided that all of the following conditions are satisfied in full:

1. This Schedule "I" shall only be applicable to the original Purchaser named in this Agreement;
2. The original Purchaser shall be limited to obtaining one Assignment request/consent pursuant to this Schedule "I" after which Section 2(j) of Schedule "X" of the Agreement of Purchase and Sale shall govern; The Vendor's administrative and processing fee will be NIL for this Assignment request consent.
3. The request by the Purchaser for Assignment shall be in writing to the Vendor's solicitors not less than sixty (60) days prior to the Firm Occupancy Date;
4. The Purchaser shall not otherwise be in default of any of the terms of the Agreement of Purchase and Sale;
5. The Purchaser and assignee/transferee will be required to execute and deliver to the Vendor, the Vendor's standard form of assignment and assumption agreement (the "Assignment Agreement");
6. That the Vendor has entered into agreements of purchase and sale with third party purchasers, which are firm and binding, for the sale of one hundred (100%) percent of the model type acquired and being assigned by the Purchaser;
7. That the Vendor has entered into agreements of purchase and sale with third party purchasers, which are firm and binding, for the sale of at least Ninety (90%) percent of all the dwellings within the Project;
8. The Vendor has received the written consent or approval from any lending institution or mortgagee providing any financing to the Vendor, construction or otherwise, for the development and construction of the Project; and
9. The assignee/transferee shall produce together with submission of the executed Assignment Agreement, all such information as set out in Schedule "C" to this Agreement, as required by the Vendor and/or the Vendor's Mortgagee and the credit worthiness of the assignee/transferee shall be satisfactory to the Vendor and/or the Vendor's Mortgagee.

The Purchaser acknowledges that as a condition of the Vendor's consent to Assignment, the Vendor shall have the right in its sole and unfettered discretion, to delete or modify any financial inducements offered to the Purchaser, including but not limited to, capping/deletions of any adjustment to be charged pursuant to Schedule "X" of the Agreement of Purchase and Sale including, without limiting the generality of the foregoing, any capping/deletion of increases in levies or any other matter to be adjusted on the Closing Date. In addition, the Vendor may delete or modify any schedules which provide incentives to the Purchaser which the Vendor elects in its sole and unfettered discretion, not to pass on to any subsequent purchasers at the time of executing the Assignment Agreement. The Purchaser acknowledges and agrees that this Schedule may disqualify the Purchaser for the GST/HST New Housing Rebate and the Purchaser shall be responsible for the payment of the rebate portion of the GST/HST to the Vendor on the Closing Date.

Notwithstanding such Assignment, the Purchaser shall not be relieved of its obligations under the Agreement of Purchase and Sale. Notwithstanding anything to the contrary contained herein, in no event shall the Purchaser list, advertise or cause to be listed or advertised the property for sale, lease or otherwise on the internet or a listing service system including, without limitation, the Multiple Listing System ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequences of termination by reason of the Purchaser's default, shall apply.

Purchaser's Initials	
Purchaser's Initials	

(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. O Yes O No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

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

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

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

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

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

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

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

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

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

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

10. Termination of the Purchase Agreement

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

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

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

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

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

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

11. Refund of Monies Paid on Termination

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

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

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

12. Definitions

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

15. Disputes Regarding Termination

(a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.

(b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.

(c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.

(d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.

(e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and Closing of the property for its intended residential purpose.
"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).
"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

3. Each condition must:

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

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

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

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

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 Agreement of Purchase and Sale and set out below:
Tarion

ITEM	AMOUNT	SCHEDULE	PARAGRAPH NO.
1. Driveway Apron Paving Fee	$no charge	Schedule "A"	
2. Damage Deposit (subject to adjustments)	$1,000.00	Schedule "X"	2(d)
3. Water Meter	$510.00	Schedule "X"	2(e)
4. Hydro Meter	$600.00	Schedule "X"	2(e)
5. Gas Meter	$no charge	Schedule "X"	2(e)
6. Boulevard Tree Planting and Landscaping	$no charge	Schedule "X"	2(e)
7. Air Conditioning (if Municipally required to be installed and not included in Purchase Price)	$no charge	Schedule "X"	2(e)
8. Law Society Transaction Levy	$65.00	Schedule "X"	2(f)
9. Foundation Survey	$no charge	Schedule "X"	2(f)
10. Blue Boxes or other garbage recycling program	$no charge	Schedule "X"	2(f)
11. Creation of maintenance easement	$250.00	Schedule "X"	4
12. Land Realty Taxes (if not separately assessed subject to readjustments)	Detached: $3,000.00 Town: $2,000.00	Schedule "X"	5
13. Electronic Registration Fee	$250.00	Schedule "X"	12(b)/12(f)
14. Canada Post Fee	$no charge	Schedule "X"	2(f)
15. Increase in or new Development Levies	Capped up to $5,000.00	Schedule "X"	3(f)

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

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement. All amounts, fees set out do not include HST which shall be charged in additional to the amount/fee.

	Item	Amount	Schedule	Paragraph No.
1.	GST/HST Rebate and HST on all adjustments and increases in rate of HST	In accordance with applicable legislation	Schedule "F"	
2.	Fencing/Retaining Wall (if required to be installed)	To be determined by Municipal requirements	Schedule "X"	2(e)
3.	Hot Water Heater, Tank and Programmable Thermostat, if not rental	To be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	2(e)
4.	Tarion Enrolment Fee	To be determined in accordance with Tarion Schedule	Schedule "X"	2(f)
5.	Legal Fee for change or variance in title instructions	$500.00 per occurrence	Schedule "X"	2(g)
6.	Administrative Fee for each requested amendment to the final closing documentation to add or subtract a related party	$500.00 per occurrence	Schedule "X"	2(g)
7.	Legal Fee for each requested amendment to the final closing documentation to add or subtract a related party	$500.00 per occurrence	Schedule "X"	2(g)
8.	Amendment to the Purchase Price for upgrades and/or extras selected by the Purchaser(s)	To be determined at point of purchase	Schedule "X"	2(i)
9.	Retail Sales Tax	To be determined and/or estimated by Vendor	Schedule "X"	2(r)
10.	Release of registered Restriction (if applicable)	To be determined by Municipality	Schedule "X"	4
11.	Land Realty Taxes (actual or estimated)	To be apportioned and allowed to Closing Date	Schedule "X"	5
12.	Utilities including fuel, water rates and hydro	To be apportioned and allowed to Closing Date	Schedule "X"	5
13.	Utility and/or Tax Account Set Up Fee	To be determined in accordance with Utility/Municipal requirements	Schedule "X"	5
14.	Wired/Direct Deposit/NSF/Dishonoured Cheque Fee	$500.00 per occurrence	Schedule "X"	8
15.	Delayed Closing occasioned by Purchaser(s)' Default	$150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum pro-rated for the period of time that the Closing was delayed	Schedule "X"	9(f)
16.	Legal Fees and disbursements and Vendor's administrative fees arising from Purchaser's failure or delay in complying with the terms of the Agreement of Purchase and Sale or amending adjustments or the closing documents	By occurrence, at the Vendor's sole discretion	Schedule "X"	8
17.	Walkout Basement (if required to be installed)	To be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	3(e)
18.	Deck/Lookout (if required to be installed)	To be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	3(e)
19.	Rear Deck (if required to be installed)	To be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	3(e)

20.	Garbage waste disposal fee	$500.00 per occurrence for any such contravention which will be deducted from the grading/security deposit	Schedule "X"	2(x)
21.	Purchaser's default fee if post any sign or advertise or list the property for sale, or assign the Agreement of Purchase and Sale without the Vendor's prior written approval	$5,000.00 per each violation	Schedule "X"	2(j) & Schedule "I"
22.	Décor administrative fee for each missed appointment	$500.00 per occurrence	Schedule "A"	
23.	Décor administrative fee for each change occurence made to finalized ordered upgrades	At least $1,000.00 per occurrence	Schedule "A"	
24.	Vendor's administration fee for request of an extra copy(hard copy or digital copy) of executed Agreement of Purchase and Sale, Amendment(s), Colour Chart Amendments etc.	$500.00 per request	Schedule "A"	
25.	Vendor's administration fee for request of an amendment to the Agreement of Purchase and Sale within 30 days from closing	$500.00 per request	Schedule "A"	

SCHEDULE "N-C"

Non-Canadians

(Freehold)

The following paragraph is added to and shall form part of Schedule X of the Agreement of Purchase and Sale:

The Purchaser acknowledges the provisions set forth in the Prohibition on the Purchase of Residential Property by Non-Canadians Act (the "N-C Act") which takes effect as of January 1, 2023. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the N-C Act. In the event the Purchaser is determined, on or before Closing, to be a non-Canadian as defined by the N-C Act, same shall constitute default under this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same, including the right to terminate this Agreement. In addition, the Purchaser shall indemnify and save harmless the Vendor and/or related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being determined to be a non-Canadian in accordance with the N-C Act. Upon execution of this Agreement, the Purchaser shall provide written evidence and confirmation, satisfactory to the Vendor, that the Purchaser is not a non-Canadian in accordance with the N-C Act. In addition, on Closing, the Purchaser shall also provide such written evidence and confirmation, satisfactory to the Vendor's solicitors, that the Purchaser is not a non-Canadian in accordance with the N-C Act, including written confirmation addressed to the Vendor and the Vendor's solicitors, from the Purchaser's solicitors, confirming that the Purchaser is not a non-Canadian in accordance with the N-C Act.

In accordance with the N-C Act a **Non-Canadian** is defined as at December 1, 2022 as follows:

A) individual that is neither a Canadian citizen, nor a person registered as an Indian under the Indian Act, nor a permanent resident;

B) a corporation incorporated otherwise than under the laws of Canada or a Province

C) a corporation incorporated under the laws of Canada or a Province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the Income Tax Act is in effect and that is controlled by a person referred to in paragraph (A) or (B); and

D) a prescribed person (to be defined by regulation).

The definition of Non-Canadian may be further amended or revised in accordance with the regulations or changes to the N-C Act. If the Purchaser is unclear about their status under the N-C Act, they should seek legal advice from their solicitor.

The Purchaser(s) have provided the following identification and/or documentation to evidence that they are not non-Canadians pursuant to the N-C Act: (Copies of documentation to be kept on file)

For Individuals:

1. Canadian Passport No. _____
2. Canadian Birth Certificate No. _____
3. Canadian Permanent Residency Card: No. _____
4. Indian Status Card: No. _____

For Corporations/Trusts/Partnerships:

1. Articles of incorporation or equivalent for partnerships/trusts; and
2. Form 1 or equivalent for partnerships/trusts; and
3. Director, Officer and Shareholder registers or equivalent for partnership/trusts etc; and
4. Identification for each individual who is a director, officer or shareholder as noted above

P Initial	P Initial	

SCHEDULE "T"

TARION

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

Warranty Information for New Freehold Homes

Important information about registering your purchase agreement:

Purchaser Name:

Purchaser Email:

Home ID:

Registration Code:

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

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

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

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

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

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

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

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

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

Two-Year Warranty

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

Seven-Year Warranty

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

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

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

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

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

About Tarion

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

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