AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase the property (the "Property") described below (and as may be shown on a schedule attached hereto) on the following terms:

Purchaser	JOHN DOE	DOB	Sep 9, 1970
Purchaser	JANE DOE	DOB	Oct 17, 1980
Vendor	**RCH Homes (Shining Hill) Inc.**		
Real Estate Broker:	Spectrum Realty Services Inc. Brokerage	Site Sales:	
Model Type:	Norwood (45-01) C	House Size:	2,842
Lot No:	29 Block No:	Unit No:	Plan: 65M-4828
Street:	21 Songbird Court	Municipality:	

Purchase Price:	One million eight hundred thousand	dollars:	$1,800,000.00
Deposit:	(by certified cheque to vendor): Fifty thousand	dollars:	$50,000.00
Further Deposit Due:	9th day of November, 2026 Fifty thousand	dollars:	$50,000.00
Further Deposit Due:	8th day of January, 2027 Fifty thousand	dollars:	$50,000.00
Further Deposit Due:	9th day of March, 2027 Fifty thousand	dollars:	$50,000.00
Balance due on closing: (subject to adjustment):	One million six hundred thousand	dollars:	$1,600,000.00

The following Schedules attached hereto form a part of this agreement: STATEMENT OF CRITICAL DATES AND ADDENDUM TO AGREEMENT OF PURCHASE AND SALE (herein the Tarion Addendum and Statement of Critical Dates), Warranty Information, B, CP, X, PE, DC, N-C, R, W, P, P1, P2, P3, P4, LID, , Rebate, T-A, AP, ES

Date of offer:	10th day of September, 2026
Irrevocable Date:	24th day of September, 2026
Closing Date:	9th day of March, 2028

CLOSING DATE SUBJECT TO THE EXTENSION PROVISIONS OF THIS AGREEMENT. ORAL REPRESENTATIONS DO NOT FORM PART NOR CAN THEY AMEND THIS AGREEMENT.

Purchaser Seal

Witness Purchaser Seal

Address:	123 FAKE STREET	AURORA	ON	L4K 1G5	
Home No:	905-555-5555	Business No:		Cell:	647-555-5555
Email:	fake@gmail.com				

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

ACCEPTED THIS _____ DAY OF _____, 2026.

Vendors Solicitors:
Brattys
Attn: Michael Volpatti
200-7501 Keele St.
Concord, ON L4K 1Y2
Telephone 905-760-2600
Telefax 905-760-2900

RCH Homes (Shining Hill) Inc.

PER: _____ ASO

PER: _____ ASO

Statement Of Critical Dates

Delayed Closing Warranty

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

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

VENDOR RCH Homes (Shining Hill) Inc.
Full Name(s)

PURCHASER JOHN DOE & JANE DOE
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: 9th day of March, 2028

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date.

The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: 7th day of July, 2028

The Vendor must set a **Firm Closing Date** by giving proper written notice at the least 90 days before the Second Tentative Closing Date.

The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: 6th day of November, 2028

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

The Vendor can set a Delayed Closing Date that is up to 365 days after the the earlier of the Second Tentative Closing Date and the Firm Closing Date.

This **Outside Closing Date** could be as late as: 9th day of July, 2029

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: 10th day of December, 2027

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

Notice of a second delay in Closing must be given no later than: 7th day of April, 2028

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

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the **"Purchaser's Termination Period"**), which period, unless extended by mutual agreement, will end on: 8th day of August, 2029

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

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

Acknowledged this _____ day of _____

VENDOR: **RCH Homes (Shining Hill) Inc.**

PURCHASER _____ VENDOR _____

PURCHASER _____ VENDOR _____

Addendum to Agreement of Purchase and Sale

Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the **"Addendum"**), forms part of the agreement of purchase and sale (the **"Purchase Agreement"**) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.** Tarion recommends that Purchasers register on Tarion's **MyHome** on-line portal and visit Tarion's website - **tarion.com**, to better understand their rights and obligations under the statutory warranties.
The Vendor shall complete all blanks set out below.

VENDOR RCH Homes (Shining Hill) Inc.
Full Name(s)
B47972 — 171 Basaltic Rd #1
HCRA Licence Number — Address
905-669-5003 — Concord ON L4K 1G4
Phone — City Province Postal Code
905-669-8511 — info@regalcresthomes.com
Fax — Email

PURCHASER JOHN DOE & JANE DOE
Full Name(s)
123 FAKE STREET AURORA ON L4K 1G5
Address City Province Postal Code
905-555-5555 647-555-5555
Phone
fake@gmail.com
Fax — Email

PROPERTY DESCRIPTION
21 Songbird Court
Municipal Address
ON
City Province Postal Code
65M-4828
Short Legal Description
Number of Homes in the Freehold Project _____ (if applicable - see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property. Yes
If yes, the nature of the confirmation is as follows:
If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

(c) A building permit has been issued for the Property. No

(d) Commencement of Construction: Yes has occurred; or No is expected to occur by the 6th day of May, 2027 .
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

a. **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
b. **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
c. **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least90 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 frame work for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
b. The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
   i. the Purchaser and Vendor agree that the amendment is entirely voluntary the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
   ii. the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
   iii. the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

iv. if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:
   i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
   ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
   iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfactionof 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 thatare for the benefit of thePurchaser.

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 closingcompensation 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 abrief 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 20days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchasersetting 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 theVendor 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 closingcompensation payable under section 7is payable from the existing Firm Closing Date.(e)Any notice setting new Critical Dates given by the Vendor under this sectionshall 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 Agreementis subject to Early TerminationConditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement.
d. If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the followingconditionsand 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 _____.

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 _____.

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)aboveand 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 bythe 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 PurchaseAgreement may include any condition that is for the sole benefit of the Purchaser and thatis 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 Closingis 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 closingcompensation is payable only if: (i) Closingoccurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph10(b)of this Addendum. Delayed closingcompensation ispayable only if the Purchaser's claimis 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 closingcompensation is payable from the date that is 10 days before the Firm Closing Date.
c. 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 ispayable. The Purchaser must provide receipts in support of any claim for other delayed closingcompensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closingcompensation in connection with a claim.
d. If delayed closingcompensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closingor after termination of the Purchase Agreement, as the case may be, and shall include allreceipts (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 closingcompensation payable based on the rules set out in section 7and 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 closingcompensation 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 thePurchaser that the Purchaser accepts the Compensation in full satisfaction of any delaycompensation payable by the Vendor.

e. If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must filea 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 beforeClosing, 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 requiredunder the Building Code, a signed written confirmation by the Vendor thatall conditions of occupancyunder the Building Code have been fulfilled and occupancyis 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 moreprerequisites to obtaining permission for occupancyunder the Building Code, (the "Purchaser OccupancyObligations"):

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 "OccupancyPermit" 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 beallocated if not repaid in full.
b. If for any reason (other than breach of contract by the Purchaser) Closinghas not occurredby the Outside Closing Date, then the Purchaserhas 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 Closingis 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 tothe Vendor.
d. The Purchase Agreement may be terminated in accordance with the provisionsof 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, frustrationof 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 refundall 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 refundto the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining therefundof 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 refundedand 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 refundof 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 homeincluding 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 Closeon 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 ofthe 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 landsbeing 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 Actincluding 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 Authoritiesor 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 thetransaction.

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 Vendorshall 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 normalbusiness 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 Closingof 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. receiptof a building permit;
b. receipt of an Closing permit; and/or
c. completion of the home.

SCHEDULE B
Adjustments to Purchase Price or Balance Due on Closing

PART I
Stipulated Amounts/Adjustments

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

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

1. N.S.F. ADMINISTRATIVE FEE (if applicable)
Section 1(e) of Schedule "X"
$350.00 plus Applicable Taxes

2. RELEASE OF VENDOR'S LIEN (if applicable)
Section 1(g) of Schedule "X"
$100.00 plus Applicable Taxes

3. REFUNDABLE SECURITY DEPOSIT
Section 1(h) of Schedule "X"
$4,000.00

4. BUILDING OR FOUNDATION SURVEY (if applicable)
Section 1(k) of Schedule "X"
$465.00, plus Applicable Taxes

5. HOMEOWNER SERVICE CALL (if applicable)
Section 9(g) of Schedule "X"
$350.00 plus Applicable Taxes

6. DEFAULT LETTER / NOTICE (if applicable)
Section 12 of Schedule "X"
$500.00 plus Applicable Taxes and Disbursements

7. FAILURE TO INFORM VENDOR OF CONTACT INFORMATION (if applicable)
Section 27(d) of Schedule "X"
$250.00 plus Applicable Taxes

8. ELECTRONIC REGISTRATION SYSTEM FEE
Section 32(a) of Schedule "X"
$250.00 plus Applicable Taxes

9. CONSTRUCTION OF WALK-OUT BASEMENT, LOOK-OUT OR REAR DECK
Section 3(d) of Schedule "X"
$35,000.00 plus Applicable Taxes for walk-out basment (WOB)
$15,000.00 plus Applicable Taxes for look-out basement. 7 risers or more(LOB)
$12,500.00 plus Applicable Taxes for rear-deck. Max 6 risers (WOD)

SCHEDULE B
Adjustments to Purchase Price or Balance Due on Closing

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

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

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

1. UTILITY CHARGES, SECURITY PERFORMANCE DEPOSITS ASSOCIATED WITH UTILITY CHARGES, AND REPAIRS NECESSITATED BY ALTERNATE UTILITY SUPPLIERS (if applicable)
Section 1(a) of Schedule "X"

2. TAXES, FUEL, WATER RATES, ASSESSMENT RATES AND LOCAL IMPROVEMENT RATES
Section 1(b) of Schedule "X"

3. TRANSACTION LEVY SURCHARGE
Section 1(c) of Schedule "X"

4. ENROLMENT AND/OR REGULATORY FEES FOR THE UNIT
Section 1(d) of Schedule "X"

5. INCREASES IN LEVIES, CHARGES AND/OR OTHER FEES OR ASSESSMENTS (if applicable)
Section 1(f) of Schedule "X"

6. VENDOR'S LIEN FEES AND RELATED COSTS (if applicable)
Section 1(g) of Schedule "X"

7. MONIES AND INTEREST OWED TO VENDOR DUE TO BREACH OF PURCHASER'S OBLIGATIONS PURSUANT TO THE AGREEMENT OF PURCHASE AND SALE (if applicable)
Section 1(g) of Schedule "X"

8. SUMS REQUIRED IN EXCESS OF SECURITY DEPOSIT (if applicable)
Sections 1(h), 2(b) and 2(e) of Schedule "X"

9. CANADA POST MAIL SERVICE FEE PLUS APPLICABLE TAXES (if applicable)
Section 1(i) of Schedule "X"

10. COST OF SUBDIVISION ESTHETIC ENHANCEMENT (if applicable)
Section 1(j) of Schedule "X"

11. COST TO RECTIFY DAMAGE OR ALTERATION TO ANY SUBDIVISION SERVICE, LIEN, REMOVAL OF ADDITIONS, OR IMPROVEMENTS (if applicable)
Section 2(b) of Schedule "X"

12. COST TO RECTIFY EXTERIOR ELEVATION AND COLOUR SCHEME PRIOR TO THE MUNICIPALITY'S ASSUMPTION OF THE SUBDIVISION (if applicable)
Section 2(e) of Schedule "X"

13. COST OR CREDIT RE WALK-OUT BASEMENT, LOOK-OUT, OR REAR DECK (if applicable)
Section 3(d) of Schedule "X"

14. COST OF MAINTENANCE OF CATCH BASINS AND ASSOCIATED SYSTEMS, LANDSCAPING, AND OTHER SUBDIVISION ENHANCEMENTS (if applicable)
Section 3(e) of Schedule "X"

15. COST OR CREDIT FOR ALL EXTRA UPGRADES OR CHANGES ORDERED (if applicable)
Section 3(g) of Schedule "X"

16. HOT WATER HEATER/TANK RENTAL OR PURCHASE (if applicable)
Section 4 of Schedule "X"

17. FAILURE TO PROVIDE VENDOR WITH CONTACT INFORMATION (if applicable)
Section 7(f) of Schedule "X"

18. COSTS TO CORRECT DAMAGES CAUSED BY UNLAWFUL WORKS (if applicable)
Sections 11(a) and 11(b) of Schedule "X"

19. COSTS, LOSSES, AND DAMAGES ARISING OUT OF DEFAULT PLUS INTEREST (if applicable)
Section 12 of Schedule "X"

20. COST FOR COLOURS AND MATERIALS OTHER THAN FROM VENDOR'S SAMPLES (if applicable)
Section 13(b) of Schedule "X"

21. HST REBATE OR PAYMENT OF HST (if applicable)
Section 15 of Schedule "X"

22. VENDOR'S SOLICITOR'S LEGAL FEES AND DISBURSEMENTS RE: NON-ELECTRONIC DOCUMENTATION OR INFORMATION (if applicable)
Section 31(a) of Schedule "X"

23. ALL FEES AND CHARGES IMPOSED BY THE PROVIDER OF ELECTRONIC FUND TRANSFER SYSTEM AND ANY WIRE TRANSFER FEES AND CHARGES (if applicable)
Section 31(b)(iii) of Schedule "X"

Warranty Information for New Freehold Homes

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

For more detailed Information visit **tarion.com** and log into our online learning hub at **www.tarion.com/learninghub**

The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection(PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance.

The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by the use of the home. The PDI is only one piece of evidence relating to damaged or incomplete Items, and you should note and document (e.g.via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: **www.tarion.com/learninghub.**

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Continued...

WarrantyExclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

About Tarion

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

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

Find more warranty information at **Tarion.com**.

RCH Homes (Shining Hill) Inc.
SCHEDULE "B" Detached

ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT.
PURCHASE PRICE SHALL INCLUDE THE FOLLOWING

ALL OF THE ITEMS LISTED BELOW SHALL BE FROM VENDOR'S DESIGNATED STANDARD SAMPLES AND MAY NOT BE THE SAME AS THAT CONTAINED IN THE MODEL HOMES WHICH MAY BE AVAILABLE FOR VIEWING NOR SHALL IT INCLUDE ANY UPGRADE ITEMS SHOWN IN THE SAMPLE DISPLAY AREA UNLESS OTHERWISE NOTED, IN WRITING, ON A REQUEST FOR EXTRAS SCHEDULE.
ALL INSTALLATIONS HEREIN REFERRED SHALL BE IN ACCORDANCE WITH THE ONTARIO BUILDING CODE AND/OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER SAME. THE ITEMS LISTED BELOW WILL BE INCLUDED ONLY IF PROVIDED FOR IN THE APPLICABLE PLANS.

1. Lot graded and fully sodded to the requirements of the City, Town or Municipality.
2. Paved driveway. Vendor provides base coat and top coat. Vendor will not be responsible for tire marks after top coat.
3. Pre-cast concrete slab walkway to front entry.
4. Concrete porch steps.
5. Poured concrete 9' (+/-) basement walls with damp proofing and weeping tiles.
6. Storage room in basement, as per plan.
7. Quality brick to exterior and/or stone/stucco. Sides, rear and other section where required by design, will be constructed of brick, vinyl siding, aluminum siding, wood or other approved materials due to architectural specifications or treatments.
8. Vinyl or aluminum soffit. Aluminum eavestrough & fascia.
9. Self sealing asphalt shingles.
10. 8' (+/-) front entry door with glass insert.
11. Vinyl casement & fixed windows on fronts, sides and rear elevations. Vinyl sliding windows in basement.
12. All windows and doors are fully sealed or caulked.
13. Exterior french door(s) at breakfast area.
14. 8' (+/-) high garage doors with window inserts.
15. Engineered floor system with 3/4" T&G StableEdge floor sheathing on main & upper level floors.
16. R60 insulation in attic, R31 exposed floor, R22 on above grade walls & R20 on below grade walls.
17. High efficiency gas fired furnace with HRV system.
18. Tankless hot water system on rental basis.
19. Copper wiring throughout house from Hydro panel (per E.S.A. specifications).
20. Exterior waterproof electrical outlet receptacles, one at front and one at rear.
21. Electrical wall outlet in garage, one per garage door.
22. Garage ceiling outlet for future garage door opener, one per garage door.
23. 200 AMP electrical service with circuit breaker panel.
24. Gas line for stove on main floor. 240V cable for stove in secondary suite, where applicable.
25. Gas line for BBQ.
26. 240V cable and outlet for dryer, including secondary suite, where applicable.
27. Door chimes and electrical light fixtures.
28. 12 potlights on main floor.
29. Ceiling light fixture in all rooms. Vanity strip lights in bathrooms & powder room.
30. Under cabinet lighting in kitchen.
31. Decora plugs and switches in finished areas.
32. Pex water piping.
33. White plumbing fixtures. Elongated toilets. Water line for fridge.
34. Laundry base cabinet with laminate countertop with topmount tub.
35. Single lever faucets throughout, except laundry tub.
36. Posi-temp pressure balancing valve in primary ensuite shower stall with separate handheld fixture in addition to showerhead. 10mm frameless clear glass shower enclosure with door and shower light.
37. Posi-temp pressure balancing valve in tub/shower.
38. Freestanding tub in primary ensuite.
39. 3 piece rough-in in basement.
40. One exterior hose faucet at rear and one hose faucet in garage.
41. Smoke detectors on all floors & all bedrooms (smoke detectors in bdrms include strobe light). Carbon monoxide detector in uppermost hall.
42. All interiors painted Silver Birch throughout.
43. Smooth ceilings throughout main and upper floors, including secondary suite, where applicable.
44. 12" x 24" ceramic tile flooring in kitchen, breakfast area, foyer, powder room, all bathrooms, laundry room and mud room as per plan.
45. 12" x 24" ceramic tile on walls in shower, bathtub enclosure full height, excluding tub ceiling. 2x2 ceramic mosaic tile on shower floor.
46. 5" x 3/4" prefinished engineered oak strip hardwood flooring in stained finish on main and upper floors, excluding tiled areas. Laminate flooring in secondary suite, where applicable.
47. Kitchen backsplash tile, level 1, excluding secondary suite, where applicable.
48. Custom designed quality kitchen cabinets with extended kitchen uppers with crown moulding and light valance.
49. Bathroom vanities with top drawers, where applicable. Vanity bank of drawers in primary ensuite.
50. Granite or quartz countertop in kitchen with double stainless steel undermount kitchen sink with single lever faucet with pull-out. Secondary suite with laminate countertop in kitchen with topmount sink, where applicable.
51. Granite or quartz countertops in all bathrooms with undermount sinks and single lever faucets. Secondary suite with laminate countertop in bathroom with topmount sink, where applicable.
52. 3" (+/-) oak handrail with level 1 black metal pickets.
53. 10' (+/-) high ceilings on main level, 9' (+/-) ceilings on upper level.
54. Stained oak stairs from main floor to upper floor.
55. 7 1/4"(+/-) colonial baseboard trim and 3"(+/-) colonial series casing/backband combo throughout main and upper floors. 4 1/8"(+/-) colonial baseboard trim and 2 3/4" (+/-) casing in secondary suite, where applicable.
56. 8' (+/-) interior doors on main floor only, excludes garage to house door and/or any side/rear door(s). 7' (+/-) doors on upper floor. Doors to be 2 panel square top smooth finish. 6'8" (+/-) doors in secondary suite, where applicable.
57. Brushed nickel finish interior levers. Exterior hardware to be brushed nickel.
58. Single mirror over each sink in all bathrooms.
59. Linear gas fireplace in family room with surround
60. Ducts sized for future air conditioning. Duct cleaning provided, prior to closing.
61. Rough-in alarm to 1st floor only.
62. Rough in for central vacuum, drops to garage. Network Cat5e pre-wiring rough-in in all bedrooms, family room and den. Cable T.V. RG6 rough-in in family room. Exact location of rough-ins at Vendor's discretion. Secondary suite, where applicable, with Cat5e in bedroom and RG6 in great room.
63. Home to be left in broom swept condition.
64. One, two and seven year warranty under TARION administered and supported by the Vendor's "Excellent Service" rating for after sales service.
65. Vendor will not be responsible for damages not reported on the pre-delivery inspection.

Purchaser 1 Initials	Purchaser 2 Initials

SCHEDULE "B"

The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from all action, causes of action, claims and demands for, upon or by reason or any damages, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the real property whether with or without the authorization, express or implied, of the Vendor.

The Vendor will not allow purchaser to do any work and/or supply any materials to finish the dwelling before the closing date. Purchaser's Extras are not allowed if not contracted for with the Vendor in writing on a separate Request for Extras Schedule and contract within 14 days of signing the offer to purchase.

All exterior elevations, colors and choice of materials are architecturally controlled and approved. No changes whatsoever will be permitted and the purchaser hereby acknowledges notice of same and agrees to accept exterior elevation, colour and materials as chosen by the building company.

Unless otherwise stated or agreed to in writing, the trim and stair pickets and railing will be that trim and pickets which is offered as a standard package and may be of a smaller dimension and/or different profile than other upgraded trim available or displayed in the model homes.

Model Homes may have items installed for décor purposes which are not part of this agreement, oral representations do not form part of nor can they amend this agreement.

The Purchaser acknowledges that some rooms may have enclosures, which are not shown on brochures, for mechanical systems such as but not limited to plumbing stacks, heat runs, etc. These enclosures may project into the room area, thereby reducing the usable area of room and/or garage.

All dimensions and specifications on sales brochures and other sales aids are artist's concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor to Ontario Building Code requirements.

Drywall nail pops or shrinkage cracks will be repaired once if requested by the Purchaser, just prior to the end of one year of occupancy determined by the closing date. Repairs will be limited to drywall patching only, any wall decoration such as paint, sanding etc., will be the responsibility of the Purchaser. Any walls with wallpaper, wainscoting or decorating (other than paint by the Vendor) will not be repaired unless these items are removed by Purchaser prior to drywall repair.

The Purchaser covenants and agrees to pay to the Vendor on closing, in addition to the purchase price, any education development levy, Go Transit levy, impost charge or other charge or tax imposed or levied in respect of the real property, before or after closing, pursuant to part 111 of the development charges act, 1989, provided that such levy or charge shall not exceed that amount charged by the region in which the real property is situate. In the event that such sum may not have been charged, levied or paid by the closing date, the Vendor shall estimate the amount of same on closing and shall readjust same, if necessary, upon the actual amount of said charge or charges being ascertained.

Side door, door from house to garage, when shown on plan will be installed only where grading permits, and the purchaser acknowledges that the side hall and or laundry area may be lowered and or stairs may be installed and the stairs may encroach into the parking area in the garage. Said installation will be solely at the Vendor's discretion, in accordance with municipal requirements.

The Purchaser agrees to reimburse the Vendor for the TARION enrollment fee for the dwelling as an adjustment on closing.

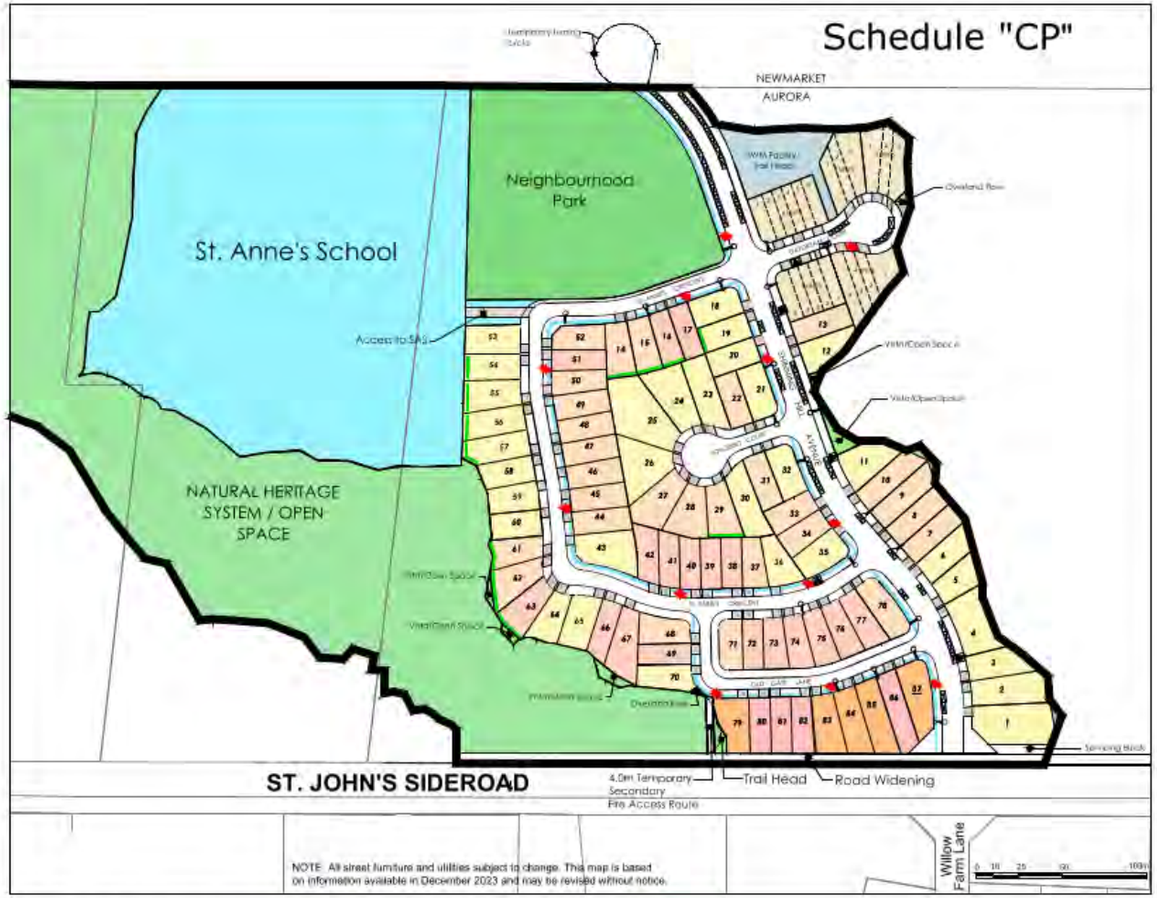
The siting of the house on the real property in accordance with a standard or reverse plan shall be at the sole discretion of the Vendor, and the purchaser agrees to accept the house as so sited.

Due to lot grading circumstances some houses are designated to have a walk-out basement in which case the patio door(s) on the main floor will have railing installed on the exterior. Also, one patio door and one window will be installed in the rear wall of the basement.

E.&.O.E. 08/09/2026

Purchaser 1 Initials	Purchaser 2 Initials

SCHEDULE "CP"



WARNING CLAUSES

A clause shall be added to the Development Agreement stating that the Owner shall include in Offer to Purchase Agreements with prospective purchasers, warning clauses, including, but not limited to the following, if applicable, as required by the Town:

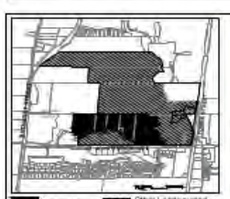
- "Purchasers are advised that the developer is required to undertake and has borne the sole cost of the following items:
  - street trees;
  - corner lot fencing as identified on the approved engineering plans;
  - rear lot fencing as identified on the approved engineering plans;
  - noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans;
  - fencing (if required) along school blocks, park blocks and environmental protection block(s) as identified on the approved engineering plans; and
  - entry features and fencing (if required) as identified on the approved landscape plans."
- "Purchasers/tenants are advised that:
  - if sound levels are expected to exceed the noise criteria of the Municipality and the Ministry of the Environment, there may be noise warnings or noise control features associated with certain lots or blocks on the Plan required in accordance with an approved noise study;
  - if there are lands adjacent to their lot or block on the Plan which are intended for conservation and naturalization, although they are to remain as much as possible in their natural state, portions may be used for active recreational use, a public trail system and trail amenities, and the Town will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the land+ and associated trail system and recreational amenities;
  - fence gates and/or other means of access will not be permitted to access adjoining municipal lands (including, but not limited, to municipal lands used for parks, open space, environmental and stormwater management purposes) from residential properties; and
  - if retaining walls are installed on their lot or block on the Plan, restrictive covenants may be registered against the title in accordance with the terms of the Development Agreement."

- that fence gates and/or other means of access will not be permitted to access public lands from residential properties;
- that environmental protection/open space blocks are intended for conservation and naturalization, and portions may be used for a public trail system and trail amenities and that those lands are to remain as much as possible in their natural state and the Town of Aurora will not be responsible for any inconvenience or nuisance which may present itself as a result of the natural lands and associated trail system;
- that parkland blocks near or adjacent to their Lot or Block are intended for active recreational use and there is potential for exposure to night lighting, pedestrian traffic, and noise that may occur from time to time.

The owner shall include a warning clauses within Offer to Purchase and Sale Agreements with perspective purchasers of lots 70 and 79 , that the Town will not be responsible for any exposure to night lighting, noise, pedestrian traffic, emergency vehicles, inconvenience or nuisance which may present itself as a result of the use of the emergency access area.

"Purchasers are 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".

For a full list of all warning clauses, please refer to the purchase and sale agreement or speak to a sales representative.



LOT TYPES

- 15m (50ft) Single Detached Residential
- 13m (43ft) Single Detached Residential
- 12m (40ft) Single Detached Residential
- 13m (43ft) Lane Single Detached Residential
- 12m (40ft) Lane Single Detached Residential
- 6m (20ft) Street Townhouses

AMENITIES

- Natural Heritage System / Open Space
- Park
- Stormwater Management
- Institutional (Existing School)
- Driveway (# of spaces per home)
- On-street parking space

UTILITIES

- Light Pole
- Fire Hydrant
- Transformer Pad
- Sidewalk
- Infiltration Trench

COMMUNITY PLAN

SHINING HILL

Prepared by:

MGP

SCHEDULE "LID"

Understanding Your Rear Yard Infiltration Trench - *At Surface*

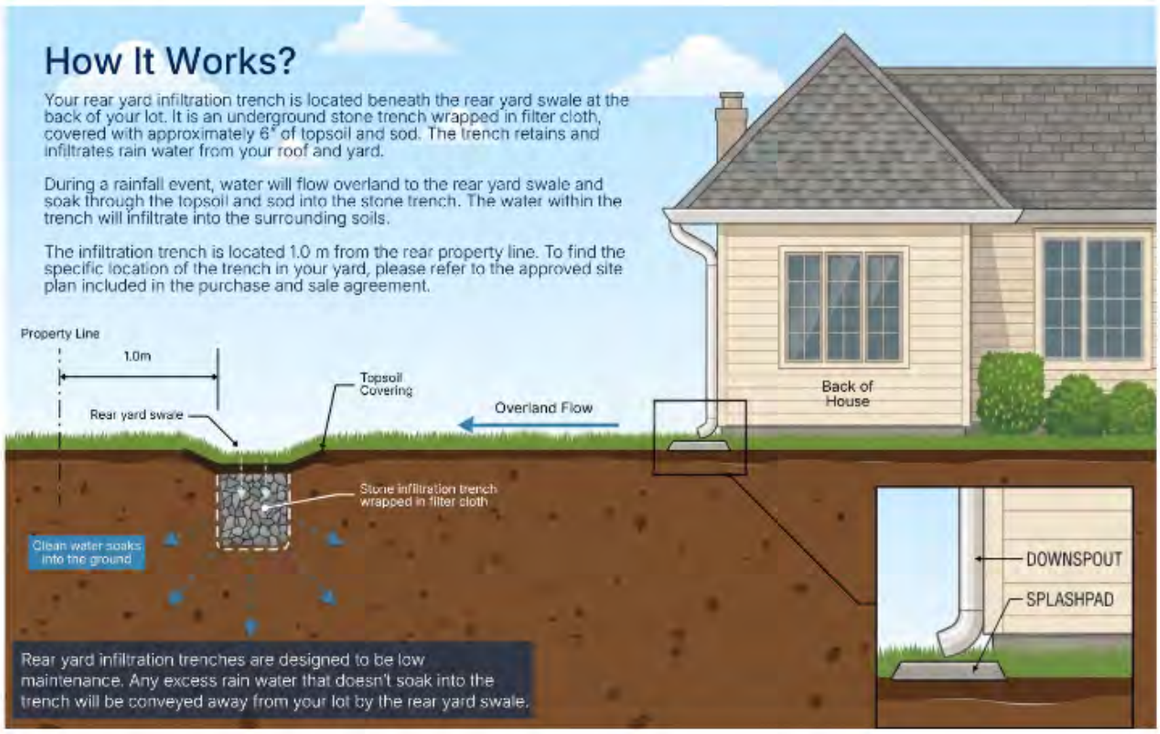
SCS consulting group ltd

How It Works?

Your rear yard infiltration trench is located beneath the rear yard swale at the back of your lot. It is an underground stone trench wrapped in filter cloth, covered with approximately 6" of topsoil and sod. The trench retains and infiltrates rain water from your roof and yard.

During a rainfall event, water will flow overland to the rear yard swale and soak through the topsoil and sod into the stone trench. The water within the trench will infiltrate into the surrounding soils.

The infiltration trench is located 1.0 m from the rear property line. To find the specific location of the trench in your yard, please refer to the approved site plan included in the purchase and sale agreement.



Rear yard infiltration trenches are designed to be low maintenance. Any excess rain water that doesn't soak into the trench will be conveyed away from your lot by the rear yard swale.

Homeowner Maitenance

A hidden system in your backyard that soaks up rainwater and helps keep our local creeks clean and recharge the groundwater aquifer.

DO

- Maintain water from the roof downspouts directed toward the rear yard swale.
- Regularly check that the rear yard swale is able to freely convey runoff (i.e. not blocked with debris).

DON'T

- Modify or remove the swale or trench.
- Damage or block the trench by constructing decks, patios, sheds, gazebos, pools, gardens or other similar infrastructure on top of the trench.

Head Office 30 Centurian Drive, Ste 100 Markham ON L3R 8B8
Durham Office 72 Baldwin Street, Ste 201 Brooklin ON L1M 1A3

P 905 475 1900 | scsconsultinggroup.com
F 905 475 8335 | general@scsconsultinggroup.com

Schedule "X"

LOT 29

1. **ADJUSTMENTS**

The balance due on the Closing Date after credit of the deposits paid by the Purchaser to the Vendor (the "Deposits") shall be adjusted on the Closing Date as to the items required by the terms of this Agreement (plus Applicable Taxes) which shall include, without limiting the generality of the foregoing, the following:

a. The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for electricity, water, gas and other services, and the Vendor may recover any payments made by the Vendor on account of the Property from the Purchaser. The water meter/electricity meter is/are not included in the purchase if it/they is/are not the Property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, or security performance deposits relating to, any of the water, electricity or gas service, including, without limitation, the cost and/or installation of any meters, and the installation, connection and/or energization fees for any of such services. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing and prior to assumption of the subdivision by the Municipality, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor or Subdivider to restore the Property to the original state provided by the Vendor. The adjustment pursuant to this paragraph shall not exceed the sum of $450.00 plus Applicable Taxes;

b. Taxes, fuel, water rates, assessment rates and local improvements to be apportioned and adjusted with the Vendor being responsible for all such charges up to the Closing Date with the Purchaser being responsible for all such charges from and including the Closing Date. Where the Vendor has posted security for taxes, made payment for taxes or has been advised by the applicable authority that taxes will be billed to its account for the current year and/or following year, taxes shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levie d or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained. In the event realty taxes have not been individually apportioned or assessed 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 constructed on the Property issued subsequent to the Closing shall be the sole responsibility of the Purchaser. Notwithstanding the foregoing, the Vendor shall not be obliged to make any readjustment of the foregoing deposit in the event that such readjustment is equal to or less than $150.00;

c. The transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada plus Applicable Taxes shall be reimbursed to the Vendor on the Closing;

d. Any enrolment and/or regulatory fees paid by the Vendor for the Unit under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the Warranty Act, New Home Construction Licensing Act, 2017, the Act, the Condominium Management Services Act, or by any of the regulators or authorities pursuant to any of the foregoing, including, without limitation, the Tarion Warranty Corporation, the Home Construction Regulatory Authority and/or the Condominium Authority of Ontario;

e. a $350.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser on Closing for any direct deposit or cheque paid for a deposit or for any upgrades which is not honoured or acc epted by the Purchaser's bank for any reason, including, without limitation, a cheque returned N.S.F. or upon which a "stop payment " has been ordered;

f. any increase after the date of execution of this Agreement by the Purchaser in any levy, payment, contribution, charge, fee or assessment, including without limitation, any parks levies, development charges, education development charges, cash in lieu of parkland dedication payments, public art contributions and/or impost charges (collectively, the " Existing Levy ") required, assessed, charged or imposed as of that date by the Municipality, a regional municipality, a transit authority, a public or separate school board or any other authority having jurisdiction under the Development Charges Act, the Education Act, the Planning Act and any other existing or new legislation, bylaw and/or policy and/or if any of the aforesaid authorities require, assess, charge or impose a new or any other levy, payment, contribution, charge, fee or assessment (collectively referred to as the " New Levy ") under the Development Charges Act, the Education Act, the Planning Act and any other existing or new legislation, bylaw and/or policy after the date of execution of this Agreement by the Purchaser then, the Purchaser shall pay to the Vendor the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Closing Date plus Applicable Taxes exigible thereon;

g. All proper readjustments shall be made after Closing, if necessary, forthwith upon written 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 twelve (12%) 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. The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to said Vendor's Lien including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register said Vendor's Lien on title to the Property. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such unpaid purchase monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of a discharge fee of $100.00 plus Applicable Taxes;

h. The Purchaser shall provide a refundable security deposit in the amount of $4,000.00 on the Closing (the " Security Deposit") to secure compliance with the Purchaser's obligations hereunder including, without limitation, the Purchaser's grading and subdivision damage covenants. The Purchaser and/or the Purchaser's designate does hereby agree that at the time of the PDI or such other time as may be set by the Vendor, the Purchaser and/or the Purchaser's designate will attend at the Property and upon such request, the Purchaser and/or the Purchaser's designate and Vendor mutually agree that they will attend at the Property to inspect with the Vendor the subdivision services installed by the Vendor or Subdivider and to compile a list of all existing damages or defects to the subdivision services, including buried or damaged water boxes and keys, damaged curbs or sidewalks, retaining walls, acoustic barriers, fences and other such applicable services. Such compiled list to be signed by the Vendor and the Purchaser and/or the Purchaser's designate, and the Purchaser shall not under any circumstances be responsible for the cost of repair, rectification or replacement of such existing damages or defects and the Vendor shall not apply any portion of the Security Deposit paid by the Purchaser in compliance with this Agreement in respect of the repair, rectification or replacement of any such existing damages to the subdivision services. The Subdivider's consulting engineer for this subdivision shall be the authority for the development of the subdivision as a whole and will determine responsibility and damages and costs therefore and in the event that the Subdivider's consulting engineer determines the responsibility for the cost of repair, rectification and/or replacement is that of the Purchaser, then the Vendor will charge the Purchaser accordingly, save and except for those items listed on inspection as noted herein and the Purchaser agrees to abide by such engineer's decision and the Vendor will deduct the cost of such repair, rectification or replacement from the Security Deposit relevant thereto. Should the cost of such repairs, rectification or replacement EXCEED the value of the Security Deposit, then the Vendor shall be entitled to compensation from the Purchaser for the difference between the Security Deposit and such costs and the Purchaser shall pay such shortfall amount upon demand by the Vendor. The Se curity Deposit, (or any balance thereof after applicable deductions as herein described) shall be released to the Purchaser(s) named in this Agreement AFTER the event of Municipal Assum ption of Subdivision Services;

i. The fee, plus Applicable Taxes, paid by the Vendor to Canada Post for the provision of mail delivery services to the Property by way of a central mailbox shall be reimbursed to the Vendor on the Closing , if applicable;

j. In the event the Vendor has undertaken an obligation for subdivision esthetic enhancement such as boulevard treatment or improvement, or landscaping (including tree planting), or subdivision entrance features, or corner lot fencing, or fences or retaining walls, in the Subdivision, the Purchaser shall, on Closing, reimburse the Ven dor as to the cost thereof for the Property, the cost to be absolutely determined and apportioned by the Vendor, said funds to be capped at no more than $500.00, plus Applicable Taxes;

k. In the event the Vendor has provided the Purchaser with a building or foundation survey, the Purchaser shall pay the Vendor same in the amount of $465.00, plus Applicable Taxes as an adjustment on Closing ; and

l. The Purchaser shall pay $2,000.00, plus Applicable Taxes if the Property has a double driveway or $1,000.00, plus Applicable Taxes if the Property has a single driveway for the top coat of asphalt on the subject driveway.

2. **SUBDIVISION MATTERS**

a. The Vendor, the subdivider (the " Subdivider ") of the plan of subdivision in which the Property is situate 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 enable completion or correction of sodding, fencing, corner lot screens or fences, subdivision aesthetic enha ncement features, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefor, and the Transfer/Deed may contain such provisions.

b. The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage pattern, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or 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/boxes 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, hot tub, underground sprinkler system, fencing, decking, curbs, retaining walls, landscape rocks, trees, shrubs, gazebos or other structures, nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of l ot grading from the Municipality and the Subdivider and after the Purchaser has made due application for (if applicable) any permits required for such work by the Municipality or any other authority with jurisdiction. The Purchaser agrees to remove such additions and/or improvements at its own cost upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense. Any changes to the grading in contravention of the foregoing by the Purchaser shall result in the forfeiture of the Security Deposit and the Purchaser shall reimburse the Vendor for any costs over and above the Security Deposit resulting from the Purchaser's contravention of the foregoing.

c. The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Subdivider (the " Subdivider's Architect ") and the Purchaser agrees to accept the Property subject to any changes, variations or restrictions now or hereafter imposed by the Subdivider or Subdivider's Architect.

d. The Purchaser acknowledges that the dimensions of the Property set out in this Agreement or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise are approximate only. In the event the frontage, depth or area of the Property is varied from those specified in the Agreement, or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise, as aforesaid, or any or all of the foregoing and provided the Property complies with municipal and other governmental requirements including zoning by-laws, the Purchaser agrees to accept all such variations without claim for abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. In addition to the foregoing, if minor variations to the size of the Dwelling including internal dimensions of any areas are made to the Dwelling the Purchaser shall accept such minor variations without any abatement to the Purchase Price.

e. All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever will be permitted to the aforementioned prior to assumption of the Subdivision by the Municipality, and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme as architecturally controlled and approved. Any changes to the aforementioned by the Purchaser shall result in the forfeiture of the Security Deposit and the Purchaser shall reimburse the Vendor for any costs over and above said deposits resulting from the aforementioned Purchaser's changes.

f. The Purchaser acknowledges and agrees that in the event the Dwelling being purchased herein is a semi-detached or townhouse dwelling unit, the lot or bloc k upon which such dwelling unit is constructed will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of such lot or block.

g. Subdivision esthetic enhancements such as boulevard treatments, landscaping (including tree planting), entrance features, or corner lot fencing, or fences or retaining walls may be erected/placed/installed within the Subdivision in accordance with municipally approved plans. Such subdivision esthetic enhancements may not necessarily apply to/benefit all dwellings within the Subdivision. The erection/placement/ installation and/or spacing of subdivision esthetic enhancements such as municipal trees and/or privacy fencing may be sporadic in accordance with municipally approved plans and the overall design objectives of the Municipality/Subdivider. Purchasers who do not receive/ benefit from any subdivision esthetic enhancements such as a municipal tree or privacy fencing are not entitled to any refund/abatement of any sums payable to the Vendor hereunder. In the event this Agreement, any schedule hereto or other matter obligates the Vendor to install or provide any of the features set out herein, such matters will be provided and installed at the times determined by the Vendor and shall not comprise outstanding deficiencies or matters with respect to the completion of the Dwelling, and the Purchaser specifically acknowledges, covenants and agrees that any such features shall be installed at the times determined by the Vendor in its sole and absolute discretion.

3. **CONSTRUCTION**

a. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the " Dwelling ") of the type hereinbefore indicated in accordance with the plans of the Vendor therefore and filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule " E" annexed hereto. The Dwelling shall be deemed to be completed for the purposes of Closing when the require ments of the Tarion Addendum and Statement of Critical Dates have been met and the Purchaser agrees in such case to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking given pursuant to section headed "COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION" hereof to complete the Dwelling, and the Purchaser hereby agrees 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 Construction Lien Act, and will not claim any lien holdback on Closing. If by reason of "Unavoidable Delay" as defined in or as otherwise permitted by the Tarion Addendum and Statement of Critical Dates the Vendor is required to extend the Closing, the Vendor shall be entitled to extend the Closing provided the Vendor complies with the provisions of the Tarion Addendum and Statement of Critical Dates in respect of such extensions. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and provided that the provisions of paragraph 9 of the Tarion Addendum and Statement of Critical Dates attached hereto have been complied with. The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or Tarion or otherwise in respect of apparent deficiencies or incomplete work.

b. 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 for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality.

c. The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustical barriers, corner lot fencing (including the location of such acoustical barriers and corner lot fencing), exterior colour schemes, corner lot and rear lot treatments, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the " Amended Elevation "), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling 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 either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, or, to construct such Dwelling 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 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 type hereinbefore described. Further, in the event the Vendor constructs the Dwelling at a grade level different than as depicted in the plans or drawings attached hereto, sales brochures, renderings or any other plans and specifications whether or not approved by the Municipality or any other authority having

jurisdiction over same, necessitatin g a step, landing or series of steps to the front door, side door, rear door, any door from the garage to the interior of the Dwelling (notwithstanding that such step, landing or series of steps may encroach into the garage parking area and/or affect the interior floor area of the dwelling adjacent to such step, landing or series of steps), or to relocate and/or rem ove any side door, rear door or door from the garage to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such changes without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.

d. The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk -out basement, look -out or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk -out basement, look -out or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk -out basement, look -out or rear deck and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in the Purchase Price, or, pay the additional cost involved in constructing such walk -out basement at $35,000.00 plus Applicable Taxes, look -out at $15,000.00 plus Applicable Taxes or rear deck at $12,500.00 plus Applicable Taxes, as the case may be (such costs shall be absolutely determined by the Vendor).

e. The Purchaser acknowledges that certain lots within the subdivision may, at the Vendor's sole, absolute and unfettered discretion, require catch basins in the rear yard and associated leads, drainage systems, weeping pipe/sump pump systems, retaining walls, fencing, landscaping and other subdivision enhancement features, and the Purchaser covenants and agrees that in the event the Property contains any of the foregoing items, after Closing, the Purchaser shall maintain all such items in proper working condition. Additionally the Purchaser is advised that electricity transformers, street light poles, hydrants and other utility infrastructure will front onto or be located within certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any catch basins and associated leads, drainage systems, weeping pipe/sump pump systems, retaining walls, fencing, landscaping and other subdivision enhancement features, and that electricity transformers, street light poles and hydrants required pursuant to the municipally approved plans.

f. In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor completing all of its work or construction within the Subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and subtrades to enter upon the Property for the purposes of completing work on the Property, an adjoining property or other properties in the Subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor, the Subdivider and their agents and subtrades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.

g. The Purchaser covenants and agrees that he shall pay to the Vendor for all extras, upgrades or changes ordered by the Purchaser in accordance with the terms of any documents/agreements pertaining to the purchase of said extras, upgrades or changes and the Purchaser further acknowledges and agrees that such payment is non- refundable in the event that this transaction is not completed as a result of any default hereunder of the Purchaser. 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 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 or credited to the Purchaser that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, in the Vendor's discretion, the Purchaser received 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 released from any and all obligation, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. 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 which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.

h. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as carpet, floor tiles, roof shingles, brick, cement board, aluminum or vinyl siding, bath tubs, water closets, sinks, stone, stucco and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations or variations in material characteristics or features such as veining, grain or grain direction, knotting etc. in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim, nosings, thresholds as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to toilet seats, toilets, bathtubs, cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser acknowledges and agrees that (i) carpeting may be seamed in certain circumstances and said seams may be visible; (ii) hardwood, laminate or other flooring materials may react to normal fluctuating humidity levels contributing to gapping or cupping, and (iii) there may be different levels of flooring which may require transition strips, nosings or thresholds, and the Purchaser agrees that in any of the forgoing eventualities are considered to be acceptable by industry standards and the Purchaser shall make no claim whatsoever against the Vendor in the event of same.

i. All dimensions and specifications on sales brochures and other sales aides are artists' concepts only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code. The designation of door swings, including entrance doors and doors from the garage to the interior of the Dwelling, if any, in any schedules attached hereto or sales brochures and other sales aides are conceptual only and are subject to modification without prior notice at the sole discretion of the Vendor. The Purchaser acknowledges and agrees that attic hatches or access points may be located within any location determined by the Vendor in its sole discretion, including without limitation, within any hallway, room, closet or interior wall. The location of mechanical installations may not be as shown (or not shown, as the case may be) on sales documentation and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction caused by the mechanicals being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air-conditioning units when they are installed prior to the Closing. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within 7 days after the Closing, weather permitting. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air- conditioning unit is not installed at the Closing. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing, the Purchaser shall make written request therefor, such request to be received not later than 30 days prior to the Closing by way of separate written request addressed to the Vendor's solicitor and the Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.

j. In the case of the purchase of a townhome by the Purchaser (if applicable) the Purchaser acknowledges that: the con cept plans displayed in the sales office and/or in promotional brochures or media (including any websites), do not necessarily represent any specific block to be built by the V endor; the Vendor has not artistically rendered all block scenarios and combinations of model types available; final block plans will feature similar but not necessarily identical architectural details; variances from block to block will reflect, amongst other things, the number of units in respective blocks, final siting combinations of actual model types within respective blocks, roof designs that evolve in conjunction with the combination of various model types constituting specific blocks, unit stepping due to grading within respective blocks and the location of required partywalls and firewalls (if applicable) per respective block plan.

k. Where any portion of any fence is within 12 centimetres of the Property line, such fence shall be deemed not to be an encroachment at that point (the " Permitted Encroachment ") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an " Unpermitted Encroachment ") then the Purchaser shall complete the transaction herein 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 by the ratio of the area of the Unpermitted Encroachment to the total area of the Property. Despite anything hereinbefore set out, the whole of any fence erected by any governmental authority, utility or railway or pursuant to any Subdivision, Site Plan or Development Agreement shall be deemed to be a Permitted Encroachment and the Purchaser

agrees to maintain all such fencing to the satisfaction of the appropriate authority.

l. Where a dwelling type has a sunken foyer, landing or hallway leading to a front porch (at the front door entry), the ceiling area below the porch slab and other relevant areas will be reduced and this height may vary up or down, caused by the number of risers from the main floor to the dropped landing, as per applicable plan. Notwithstanding that the sales aids, such as brochure plans or sketches may refer to these areas as cold rooms, storage areas, cantinas or fruit cellars, they shall be treated and referred to as crawl space, notwithstanding that the Purchaser may be desirous of using this space for other purposes. The Purchaser hereby acknowledges these facts and accepts the Dwelling as built and will make no claims whatsoever relevant thereto. Furthermore, any reference to ceiling heights in this Agreement, the schedules attached hereto or in sales material, if any, shall mean the approximate height and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc..

m. In the event that the Dwelling includes stucco to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be a variance or unevenness, which the Purchaser agrees to accept, without objection or claim for compensation. In the event that the Dwellin g includes stucco to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be variance in the colour of such stucco and that the Vendor shall choose, in its sole, absolute and unfettered discretion, the texture of such stucco, and the Purchaser agrees to accept same without objection or claim for compensation.

n. The Purchaser acknowledges and agrees that drainage holes may be required, as determined and where required by the Vendor, on all or any of the exterior finishing an d/or cladding of the Dwelling

4. **RENTAL EQUIPMENT**

Unless expressly provided in this Agreement, the hot water heater and related equipment and any other equipment set out in or included in any schedule attached hereto as rental equipment (the "Equipment") for the Dwelling , if any, is not included in the Purchase Price and shall remain chattel property. The Purchaser acknowledges that (i) the Equipment may be non-owned (ii) the terms governing the lease/rental for the Equipment will be provided by the Vendor prior to closing and the Purchaser may be required to execute a lease/rental document containing the terms prior to closing; and (iii) the terms of the lease/rental may contain a buy-out option allowing the Purchaser to purchase the Equipment if desired. If any provider of the Equipment no longer rents the Equipment and if arrangements are not made with another supplier for the installation of the Equipment on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on closing, the cost of the Equipment, such cost to be determined by the Vendor. The Purchaser acknowledges and agrees that it shall only utilize the hot water heater/tank supplied by the Vendor within and upon the Property and the Purchaser is prohibited from installing or utilizing any other hot water heater/tank, without the Vendor's prior written consent.

5. **COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION**

a. The Purchaser or its design ate shall inspect the Dwelling, such inspection hereinafter referred to as the Pre -Delivery Inspection (the " PDI ") prior to the Closing Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Warranty Act's required forms (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items uncompleted, and listed thereon (or on an addendum thereto), and save as to such list the Purchaser shall be conclusively deemed to hav e accepted the Dwelling as complete in accordance with this Agreement. On or before the PDI, the Vendor shall provide the Purchaser with a Homeowner Information Package that is available from the Tarion Warranty Corporation (" Tarion "). The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Warranty Act's warranty issued to the Purchaser as soon as reasonably practicable after the same will have been called to the Vendor's attention by notice in writing and in accordance with the guidelines of Tarion. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) the Property and the Dwelling until the Purchaser has completed his obligations under this Agreement on the Closing Date. The Purchaser shall provide the Vendor with written notice, at least 5 days prior to the date appointed by the Vendor for the PDI, irrevocably appointing the Purchaser's designate, if any. The Purchaser acknowledges that: a Homeowner Information Package is available from Tarion Warranty Corporation (including from the Tarion website); the Vendor has/will deliver to the undersigned a Homeowner Information Package as provided by Tarion Warranty Corporation on or before the date of the PDI; that the Vendor currently intends to provide such copy way of email containing the Homeowner I nformation Package or a UR L link to the Homeowner Information Package; and the Purchaser shall execute any confirmation or statements confirming receipt of the Homeowner Information Package in accordance with Tarion's requirements.

b. The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

c. The Purchaser agrees to forthwith upon request do all acts and execute and deliver all documents, both before and after Closing, as may be required by the Vendor or the relevant municipality (the " Municipality ") in connection with the acceptance of the subdivision as a whole by the Municipality.

d. Keys will be released to the Purchaser at the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The 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. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by five o'clock (5:00) p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next business day (in this Agreement the term "business day" or "business days" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario).

6. **CONVEYANCE**

In the event the Vendor is unable to deliver to the Purchaser on or before Closing a conveyance of the Property free and clear of all encumbrances save as may be provided for in this Agreement, for any reason whatsoever, the Vendor at its option may require the Purchaser to pay the Vendor the balance due on Closing, which shall be deposited with the Vendor's solicitors in trust, with the interest earned to the benefit of the Vendor, and take possession of the Property on the Vendor's undertaking to deliver a conveyance in accordance with the provisions of this Agreement within such period as the Vendor may require and execute the Vendor's Possession Undertaking. From and after the date of possession the Purchaser shall be responsible for realty taxes, water, electricity, gas and other public or private utilities and payment to the Vendor of interest on the unpaid Purchase Price at the same rate of interest that the Purchaser is being charged by his lender as confirmed by the Purchaser providing to the Vendor's solicitor a copy of the Purchaser's mortgage commitment. The parties further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, the monies held in trust shall be released to the Vendor and any further adjustm ents that may be required shall be made at the time of the delivery of the conveyance. The Vendor's solicitor shall undertake to the Purchaser not to release such monies to the Vendor until the Vendor has delivered a conveyance to the Purchaser in accordance with the terms of this Agreement.

7. **TITLE**

a. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of- way granted or to be granted for installation and/or maintenance of services, telecommunication, cable television systems, and all related or appurtenant equipment, mutual driveways, and for maintenance and repair of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, downpipes, or other attachments to the roofs, footings, drainage pipes, utility meters and other projections of the buildings, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser accepts legal access to the subject Property even though it may be restricted by 0.3 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 60 days prior to the Closing, 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 and which the Purchaser will not waive this Agreement shall, notwithstanding any intermediate act or negotiations be void and the

deposit monies shall be returned, without interest, and the Vendor and the Broker 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 the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

b. The Purchaser agrees to accept the Property subject to Municipal regulations and restrictions now or hereafter affecting the ownership or use of the Property and the Purchaser shall observe and comply with the said regulations and restrictions and with the terms and obligations imposed by the Subdivision Agreement. The Purchaser agrees to accept title to the Property subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, electricity, gas, sewer, sump pumps, water and cable television, as well as any rights or easements reserved by the Vendor and/or granted in favour of other lands for maintenance purposes, drainage and roof overhangs, downpipes, footings, drainage pipes, sump pumps, utility meters and other projections of the Dwelling, if necessary on or about the Property. The Purchaser shall also accept title to the Property subject to any rights of entry in favour of the Subdivider, the Vendor, the Municipality or any other utility/service provider or public or private governmental authority. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after Closing . The Purchaser acknowledges that the Deed or Transfer of the Property may reserve such rights and easements. In the event the Municipality or any other governmental authority or the Vendor requires the granting of maintenance and/or private drainage easem ents which have not been created on or before Closing, the Purchaser shall execute and deliver to the Vendor on Closing an Acknowledgement and Direction authorizing and directing the Vendor to register after Closing any such easements on behalf of the Purc haser. The Purchaser agrees to accept title to the Property subject to any easements, rights of way, licenses, agreements with the local municipality, regional or county municipality or other tier of municipal government having jurisdiction with respect to future services to be installed, or any other purpose.

c. In the event the Property abuts land owned by any government, utility, or railway 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.

d. The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor, 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 and installation of all other improvements within the lot boundaries, and the Purchaser agrees to execute and deliver on Closing a separate acknowledgment and release in favour of the Subdivider to this effect.

e. 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 the discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard.

f. The Purchaser agrees to provide the name, address and telephone number of his solicitor to the Vendor or its solicitor in writing no later than 60 days prior to the Closing. Should the Purchaser fail to provide this inform ation and/or during such 60 day period change solicitors, the Purchaser may be charged a fee plus Applicable Taxes on the State ment of Adjustments, as determined by the Vendor and/or its solicitor. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed no later than 30 days prior to the Closing, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Prior to Closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property.

g. If, on or after registration of the Plan of Subdivision, the lot number or municipal address of the Property is changed, the Purchaser agrees to accept such variation in lot number and municipal address and this Agreement shall be read with all amendments required thereby.

h. The Purchaser agrees to accept title to the Property subject to any Certificates of Property Use, Notice of Requirement or other notices or directives of any governmental authority, including, without limitation the Ministry of the Environment, provided that the Vendor or the Property, as the case may be, is in compliance thereof.

8. **SUBDIVISION AGREEMENT REQUIREMENTS**

a. The Purchaser acknowledges and agrees that title may on Closing be subject to one or more subdivision or other development ag reements and that the Subdivider has agree d 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 herein 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 or other development agreements provided that the same have been complied with as of the Closing and the Purchaser shall satisfy himself as to compliance.

b. 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.

c. The Purchaser agrees that the relevant governing authorities and/or the Subdivision Agreement may require the Vendor to provide the Purchaser with certain notices (" Notices "), including, without limitation, notices regarding land usage, landscaping, maintenance of fencing, school transportation, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, railways, garbage, buffers, school pick -up, transit routes, bus-stops and/or shelter locations, in some instances the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this Property. Such Notices , when available, may be delivered to the Purchaser in accordance with the notice provisions herein and delivery in accordance with any methods described in said notice provisions shall be deemed to constitute appropriate notification of the Purchaser. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgment containing such Notices if and when requested to do so by the Vendor. In the event the Subdivision Agreement or other development, site plan or similar agreement is not registered as of the date of acceptance of this Agreement, and therefore the Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor and if the Municipality requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed to the Purchaser's address as provided for in this Agreement or to the Purchaser's solicitor and such mailing shall be deemed to constitute appropriate notification. Without limiting the generality of the foregoing, to the extent that any Notices are provided to the Purchaser by the Vendor after this Agreement has been made, such Notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made. The Purchaser acknowledges and agrees that any Notices and warning clauses may be registered on title to the Property, at the sole and absolute discretion of the Vendor. Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within dwellings, noise levels from increasing road traffic from nearby roadways may be of concern occasionally interfering with some activities of the dwelling occupants.

9. **AFTER CLOSING**

a. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways, pools or hot tubs, curbs or fences which are located within 6 feet of an external wall or within any area which interfere with the Vendor or Subdivider installing any required services, the Purchaser will remove such addition and/or improvements within 5 business days of written request from the Vendor and prior to the Vendor taking any corrective actions which it is required to take.

b. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, porch tiles or finishes, pools or hot tubs the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions

or alterations.

c. The Purchaser acknowledges that grading and sodding shall be done between June and October (weather permitting and subject to availability of supplies) of any year 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 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 therefor by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor, which costs and expenses may be deducted from the Security Deposit at the Vendor's sole, absolute and unfettered discretion. Further, the Purchaser acknowledges that the order of closing of the Property and/or the order of completion or closing of other lots sold by the Vendor is not indicative of the order of sodding of the Property and said other lots.

d. The Purchaser covenants to occupy the Dwelling forthwith after Closing. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of 24 months after the Closing or such longer period which is equivalent to the warranty period under the Warranty Act for basement repairs. 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 or leakage, including any consequential damages arising therefrom.

e. The Purchaser acknowledges that the Vendor has a master key for the subdivision and in the event that the Purchaser wishes to change any locks, he may do so, at his own expense, any time after Closing.

f. If settlement occurs due to soil disturbances a round the Dwelling, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, 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.

g. 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 electricity. In the event the Vendor is requested by the Purchaser to perform a ho meowner service call for repairs relating to construction or work performed by the Vendor and the Vendor determines in its sole discretion that such repair is required due to any negligent act or omission either through the neglect or omission of the Purchaser, the Purchaser shall pay to the Vendor the sum of $350.00 per homeowner service call, plus the cost of all materials utilized by the Vendor in making such repair, plus A pplicable Taxes thereon.

h. The Purchaser agrees that after Closing, if required by the Municipality or any public or private utility such as the local electric authority, gas company, telecommunication or television system provider he will grant an easement for the installation and maintenance of sewers, water mains, lines or any other similar installations.

10. **BREACH OF CONTRACT**

a. Any breach by the Purchaser of any of the provisions of this Agreement shall entitle the Vendor, in addition to any rights or remedies that the Vendor may have in law or otherwise, to give notice to the Purchaser declaring this Agreement null and void, whereupon all deposit monies paid hereunder, and any monies paid for extras, shall be forfeited to the Vendor as liquidated damages and not as a penalty.

b. The Purchaser represents to the Vendor upon which representation the Vendor has relied in accepting the Purchasers offer that he is purchasing the property for his own personal use and not for short term speculative purposes. Prior to Closing the Purchaser covenants and agrees not to post any signs 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 Property or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest herein, or the benefit thereof, nor to mortgage, deal with or in any way encumber the premises. The Purchaser will not any time prior to completing this transaction, register this Agreement, or any notice thereof, whether by Caution or otherwise, or register a notice of Purchaser's lien against the Property. Any breach of the foregoing shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.

11. **UNLAWFUL WORKS**

a. In the event that the Purchaser shall without the consent in writing of the Vendor, enter upon the Property and carry out changes or additions to the Dwelling (the "Unlawful Works") being constructed by the Vendor, the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation or existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested, and at the Vendor's option it may declare this Agreement null and void. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non -compliance and failing which, the Vendor, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same and/or at the option of the Vendor, it may declare this Agreem ent null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered under the Warranty Act's warranties. The Purchaser shall not enter upon the Property at any time without the consent in writing of the Vendor or accompanied by a representative of the Vendor. Failure to comply with the foregoing shall constitute a trespass by the Purchaser on the Property and will entitle the Vendor to bring criminal or civil proceedings for such trespass against the Purchaser. In respect of any entry with the Vendor's prior written consent, 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. The Purchaser further agrees to indemnify the Vendor against any damages, losses and fines incurred as a result of non-compliance with this provision by the Purchaser.

b. In the event that the Vendor shall choose the option as set forth above to declare the Agreement null and void, it shall be entitled to retain the Purchaser's deposit paid and the value of the Unlawful Works. The parties agree that the damages which may be suffered by the Vendor as a result of the Unlawful Works cannot be assessed monetarily and the retention of the deposit and Unlawful Works, shall be deemed to be liquidated damages and not a penalty. THE PURCHASER ACKNOWLEDGES THAT THE UNLAWFUL WORKS SHALL NOT BE COVERED UNDER THE WARRANTY ACT'S WARRANTIES.

c. The Purchaser covenants and agrees that it will not be entitled nor permitted to enter upon the Property prior to the Closing to supply any material and/or to perform any work or labour to or on the Dwelling or Property respectively. The Purchaser further covenants and agrees that the Vendor will not contract for the supply and installation of extras to the Dwelling to be constructed other than by way of written contract on a specific form supplied by the Vendor for that purpose within fourteen 14 days of the acceptance of this Agreement.

12. **CONTRACT**

The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full as liquidated damages and not as a penalty. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser any monies owing to the Vendor pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof and/or all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 24% per annum, calculated daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the Closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or 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. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on 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. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which conflicting term(s) prevail(s). The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment shall be and remain at the Vendor's risk until Closing. In the event of any dam age to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. 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. The Purchaser shall pay the Vendor's solicitor's fees in the amount of $500.00 (plus Applicable Taxes and disbursements) for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.

13. **COLOUR AND MATERIAL SELECTION**

a. Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within 7 days after notification by the Vendor and the Purchaser shall make his selection of such colours and/or materials, whatever the case may be, from the Vendor's samples at the Vendor's decor centre (or such other location that may apply from time to time) and list same on the Vendor's colour selection form.

b. In the event that the Purchaser shall desire to select colours or materials from other than the Vendor's samples, the Purchaser must negotiate such colours or materials directly with the Vendor or the Vendor's subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor's subtrade or supplier directly, as directed by the Vendor.

c. In the event that the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply or other reasons the installation of such colour choice and material cannot be completed in accordance with the Vendor's construction schedule, the Purchaser shall choose alternate colours and materials within 3 days of notification by the Vendor and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same.

d. In the event that by the Closing Date the installation of the selected colours and upgraded materials to be performed by the Vendor or its subtrade(s) has not been completed, and as a result thereof the Dwelling has not been completed, then the Purchaser shall, notwithstanding such incomplete work, complete the transaction on the Closing Date and shall pay the full amount required to be paid on Closing in accordance with this Agreement, notwithstanding that an occupancy permit may not be available as a result thereof.

e. In the event that the Purchaser shall not have made his selection within 10 days after notification by the Vendor or an extended date acceptable to the Vendor, then the Vendor shall have the option of choosing the colours and materials for and on behalf of the Purchaser and the Purchaser agrees to accept same.

f. In the event that the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement " floor covering " shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet.

g. Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.

h. Upgrades listed on a standard colour chart will not be deemed to be part of the Agreement.

i. The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections.

j. The Purchaser further agrees that in the event that the Vendor has preselected colours prior to the purchase herein of the Property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection/chart.

k. In the event that any of the terms and conditions stated on a contract, addendum or schedule requesting upgrades or extras (the "Purchaser's Extras Contract") are in conflict or contradiction of any terms or conditions stated in this Agreement, it is hereby agreed that the terms and conditions stated on the Purchaser's Extras C ontract shall take precedence over the terms and conditions of this Agreement provided such provisions do not conflict with the provisions of the Tarion Addendum and Statement of Critical Dates annexed hereto, in which case the provisions of the Tarion Addendum and Statement of Critical Dates annexed hereto shall be read to form part of the Purchaser's Extras Contract in the place and stead of the conflicting or contradictory provisions thereof. without limiting the foregoing, the vendor and purchaser agree that the provisions of the Tarion Addendum and Statement of Critical Dates annexed hereto shall prevail over any provision contained in this agreement, in any amendment to this agreement or in any other document between the vendor and purchaser in relation hereto that derogates from, conflicts with or is inconsistent with the provisions of the Tarion Addendum and Statement of Critical Dates annexed hereto .

14. **MODEL HOMES**

a. The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans appended to this Agreement and not from a model, vignette or sales office samples. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, upgraded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, countertops, lighting and fixtures, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alar m systems, appliances, landscaping, underground sprinkler systems, underground lighting, decks and finished basements. The Purchaser acknowledges and agrees that these decor items will not be included in the Purchase Price and that the contract will consis t of only those items listed on any schedules attached hereto.

b. Notwithstanding anything herein written, if at the time that this Agreement is executed, the dwelling constructed on the Real Property has already been substantially completed, the Purchaser shall purchase the Real Property in an " as built" condition rather than in accordance with any other representations herein contained.

c. Furthermore, in the event that the Dwelling has been used as a model or show home, the Purchaser acknowledges that the subject premises has been used extensively as a "Model" of "Show" home, and as such, has been subjected to the normal wear and tear associated with that purpose. Unless otherwise specifically agreed in writing, no refinishing shall be done by the Vendor on the subject premises and the purchaser agrees to accept the dwelling on closing on an "as-is" basis. For the purposes of clarity only, and without restricting the generality of the foregoing, the Purchaser hereby waives any claim in respect of scratched floors, counters or plumbing fixtures; or, sun-faded paint and stain colours.

15. **HST CLAUSE**

The Purchaser and Vendor agree that the harmonized sales tax (the " HST ") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the " Rebate "). The Purchaser shall assign in a form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the "Government") to the Vendor all of its right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor, upon request by the Vendor, on or after the Closing Date, such application, documents and affidavits as may be required by the Vendor and/or the Government to establish the Purchaser's entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor or the Rebate is claimed and payment/credit of the Rebate to the Vendor is denied by the Government then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Property which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. If the Vendor does not receive the full benefit of the Rebate for any reason whatsoever, whether or not as a result of the Purchaser's acts

or omissions, the Purchaser shall indemnify and save the Vendor harmless in the amount that the Vendor would have been entitled to had such Rebate been received, together with all interest and penalties thereon, and all losses, costs, damages and liabilities which the Vendor may suffer, incur or be charged with in connection therewith, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor), which indemnity shall sur vive the Closing Date. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's Lien for the amount of the Rebate against the Property following the Closing Date to secure the Vendor's entitlement to the Rebate as herein provided. The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST, or any portion thereof, not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Closing Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "Applicable Taxes") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

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

16. **AGREEMENT CONDITIONAL**

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

17. **AGREEMENT NOT TO BE REGISTERED**

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

18. **TENDER**

Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, will be deemed to be good and valid if made in accordance with the provisions of paragraph herein headed "ELECTRONIC REGISTRATION" . The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Closing Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with the provisions of paragraph headed " TITLE " herein in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the Purchaser's solicitor's certified cheque drawn on a Schedule "1" Canadian Chartered bank. The Purchaser further acknowledges and agrees that the Vendor shall not be required to provide any key(s) as part of any tender made by it and that this Agreement provides for the release of keys following the Closing .

19. **EXTENSION AND TERMINATION**

a. The Purchaser acknowledges that the Closing Date as described in this Agreement may be extended in accordance with the Warranty Act and the Tarion Addendum and Statement of Critical Dates.

b. Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor and/or Tarion in the circumstances of such termination.

c. The Vendor shall have the option, in its sole, absolute and unfettered discretion, to extend the Firm Closing Date or Delayed Closing Date (as set out in the Tarion Addendum and Statement of Critical Dates hereof), as the case may be, for one business day to avoid the necessity of tender where the Purchaser is not ready to complete the transaction on either of such dates.

d. The Vendor shall have a one-time unilateral right, at its sole, absolute and unfettered discretion, to extend the Firm Closing Date or Delayed Closing Da te (as set out in the Tarion Addendum and Statement of Critical Dates appended hereto), as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to Close on the Firm Closing Date or Delayed Closing Date, as the case may be.

20. **AGREEMENT NOT TO MERGE WITH TRANSFER**

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

21. **WAIVER**

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived. The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement as a trustee or agent for and on behalf of an undisclosed beneficiary or principal, whether or not so stated herein, there shall be no liability on such undisclosed beneficiary or principal and the only recourse or remedy that the Purchaser shall have on default by the Vendor herein is against the Vendor and the Property, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law, equity or otherwise.

22. **SUBORDINATION AND ASSIGNMENT OF AGREEMENT**

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged or to be arranged by the Vendor and any advances thereunder fro m time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision. The Vendor may assign this Agreement and its covenants and obligations herein to a third party including any lender (i.e. a chartered bank, trust company or other lending entity), provided following such assignment, the Vendor shall notify the Purchaser of such assignment. Such assignment shall be in a

form prescribed or approved by the Vendor and may provide that the Vendor is released of its obligations under this Agreement following such assignment to a third party other than the Vendor's lender. As it relates to an assignment of this Agreement to a lender as aforesaid the lender's liability shall be limited as provided for in the assignment.

23. **ACCEPTANCE**

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

24. **TIME OF ESSENCE**

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

25. **PREPARATION AND COST OF REGISTERING DOCUMENTS**

The Transfer is to be prepared by the Vendor on the Vendor's standard form. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein, and is to be executed by the Purchaser. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser a grees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

26. **SEVERABILITY**

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

27. **NOTICE**

a. Save and except for any notices to be provided pursuant to the Tarion Addendum and Statement of Critical Dates, any notice desired or required to be given to the Purchaser shall be in writing, and either delivered personally or by prepaid mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided on the front page of this Agreement or in the Tarion Addendum and Statement of Critical Dates, or telefaxed to the Purchaser 's solicitor or the Purchaser's telefax number as provided in the Tarion Addendum and Statement of Critical Dates, or electronically mailed to either the Purchaser at the address contained in the Tarion Addendum and Statement of Critical Dates or to the Purchaser's solicitor, with all such address and contact information set out on the front page of this Agreement or in the Tarion Addendum and Statement of Critical Dates being subject to other or updated information that may be provided to the Vendor from time to time or otherwise in accordance with this Agreement. If such notice is mailed, it shall be deemed to have been received by the Purchaser on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, and if electronically mailed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its electronic mailing.

b. Save and except for any notices to be provided pursuant to the Tarion Addendum and Statement of Critical Dates, any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax.

c. The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the Tarion Addendum and Statement of Critical Dates the Purchaser's electronic mail address, and forthwith upon request by the Vendor the Purchaser's solicitor's electronic mail address.

d. The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of $250.00 plus Applicable Taxes on the Statement of Adjustments.

e. The Purchaser covenants to forthwith and without delay retrieve, collect, receive and read all notices sent to the Purchaser by the Vendor or the Vendor' s solicitor.

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

28. **GENDER AND NUMBER**

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

29. **SUCCESSORS AND ASSIGNS**

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

30. **POWER OF ATTORNEY**

a. In accordance with the provisions of the Powers of Attorney Act R.S.O. 1990, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers in accordance with the terms of this Agreement may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.

b. If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Property, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solic itor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.

c. Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

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

31. **ELECTRONIC DOCUMENTS AND TRANSFER OF FUNDS**

a. Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation) (the "EC Act"): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors including, without limitation, accepting and providing electronic signatures, delivery by electronic ma il and/or by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form or in originally executed paper form as, when and in the form required by the Vendor and/or its solicitors, in their sole, absolute and unfettered discretion. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and docum entation in electronic form in accordance with the foregoing, the Vendor in its sole, absolute and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.

b. The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole, absolute and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, at the option of the Vendor, delivery of funds by the Purchaser electronically through an electronic funds transfer system (the " EFTS ") designated by the Vendor or the Vendor's Solicitors, including, without limitation, the Closure Service provided by Teranet Inc.. In such case:

i. the Purchaser's solicitor shall be registered with the provider of the EFTS, and, at the request of the Vendor's solicitors, shall provide evidence of such registration to the Vendor's solicitors at least 10 days prior to closing;

ii. the Purchaser and/or the Purchaser's solicitor shall execute such documents as the Vendor or the Vendor's solicitors may require in connection with the EFTS; and

iii. the Purchaser shall pay as an adjustment on closing to the Vendor or its solicitors all fees and charges imposed by the provider of the EFT S together with any wire transfer fees and charges imposed upon the Vendor or its solicitors by their banks in connection with the transfer of funds.

32. **ELECTRONIC REGISTRATION**

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

a. the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the " Escrow Document Registration Agreement "), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS of $250.00, plus Applicable Taxes.

b. the delivery and exchange of documents and monies for the Property and the release thereof to the Vendor and the Purchaser, as the case may be:

i. shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and

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

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

d. the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or if agreed to by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer for registration;

e. each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and

f. notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:

i. delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;

ii. advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and

iii. has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and

iv. without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

33. **HEADINGS**

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

34. **APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY**

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

35. **FINANCIAL INFORMATION**

The Purchaser represents that the Purchaser is capable of obtaining the financing the Purchaser requires to enable the Purchaser to com plete this transaction. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within 10 days of acceptance of this Agreement by the Vendor and thereafter within 14 days of demand from the Vendor or any agent thereof, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement and a mortgage commitme nt from one of the Schedule "1" chartered banks in Canada with respect to this transaction of purchase and sale, all of the foregoing to be satisfactory to the Vendor in its sole, absolute and unfettered discretion. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement and; (b) such information may remain on file by the Vendor for future reference.

36. **PERSONAL INFORMATION**

The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name and " personal information" (as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's na me and personal information to: (a) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (b) any provider of utilities, services and/or commodities to the Property (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing , promoting and providing such utilities, services and/or commodities to the Property; (c) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplat ed by this Agreement; and (d) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.

37. **ELECTRONIC COMMUNICATIONS**

The federal government has enacted legislation that requires we obtain your consent to send you electronic communications, which may include correspondence, requests, announcements, update or other information that may be of interest to you.

By signing this Agreement you agree to receive electronic communications from the Vendor, as well as from our affiliated corporation s and/or related entities. In addition, the Purchaser consents to receiving electronic commercial messages from the Vendor's trades, businesses , bodies or agencies which shall include but not be limited to (i) financial institutions or private lenders; (ii) insurance companies; (iii) any of the Vendor's trades or suppliers or any sub-trades and sub-suppliers; and (iv) providers of telephone, television, telecommunications, security and utility services.

You can withdraw your consent to receiving electronic communications at any time by contacting info@regalcresthomes.com .

38. **ADVERTISING AND PROMOTIONAL MATERIALS**
The Purchaser acknowledges and agrees that the Vendor shall have the right to use drawings, photographs, videos or other depictions of the interior and/or exterior of the Dwelling and/or the Subdivision or any components or features thereof in any promotional or advertising materials without notice to or consent from the Purchaser being required in any manner whatsoever.

39. **ENTIRE AGREEMENT**

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser acknowledg es that the new home industry is multi-faceted and complex and that while sales personnel or 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 by the sales personnel or agents, upon which the Purchaser has relied upon, and which were material or instrumental to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same.

ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT.

40. **IRREVOCABLE**

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

SCHEDULE "PE"
PURCHASER'S EXTRAS AGREEMENT

LOT No. 29 PLAN No. 65M-4828 _____

ORAL REPRESENTATION DO NOT PART FORM PART NOR CAN THEY AMEND THIS AGREEMENT

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Vendor and the Purchaser hereby covenant and agree as follows:

1. This Purchaser's Extras Agreement shall form part of and be read in conjunction with the Agreement of Purchase and Sale (the "Agreement of Purchase and Sale") between the Vendor and the Purchaser relating to the purchase and sale of the lands and premises as herein set out. All capitalized terms contained in the Agreement of Purchase and Sale shall have the same meaning herein. In the event of any ambiguity, inconsistency or conflict between the terms and conditions of this Purchaser's Extra Agreement and the terms and conditions of the Agreement of Purchase and Sale, the Vendor shall determine which of the Agreement of Purchase and Sale and this Purchaser's Extras Agreement shall prevail as it relates to such ambiguity, inconsistency or conflict. Request for extra schedule no's attached.
2. The Purchaser shall pay for the upgrades, extras and/or additions to be installed or constructed by the Vendor upon or within the Real Property (the "Extras"), as set out in the Extras Schedule attached hereto (the "Extras Schedule"), subject to the terms and conditions hereinafter contained.
3. The Extras Price shall be included in the Purchase Price of $1,800,000.00

   a. where the Purchaser has purchased the above referenced dwelling for a price more than the list price of $1,800,000.00 plus lot premium, deck charges and/or walkout basement charge or any other additional charge for the lot type plus the quoted amount of any extras and the Vendor cannot or does not install an extra herein listed due to non compliance with the building code or any other reason as herein set out or otherwise and the Purchaser is entitled to a credit then the Purchaser shall receive a credit for the item or items not installed for an amount to be determined by the Vendor at his sole discretion, and the Purchaser agrees to accept same or
   b. Where the Purchaser has purchased the above referenced dwelling at the list price as shown in 3(a) above plus lot premium, deck charges and/or walkout basement charge or any other additional charge for the lot type plus the quoted amount for any extras and the Vendor cannot or does not install an extra herein listed due to non compliance with the building code or any other reason as herein set out or otherwise and the Purchaser is entitled to a credit then the Purchaser shall receive a full credit for the item or items not installed; in the amount shown on the Extras Schedule attached hereto.

4. The Purchaser shall notify the Vendor of its selections of all required colours, material, extras and upgrades from the Vendor's samples by not later than 14 days of notification from a Decor Representative (the "Selection Period"), failing which the Vendor may make such selections and supply and complete the said items and the Purchaser shall have no recourse whatsoever against the Vendor and its workmen, servants and agents and shall accept such items as supplied by the Vendor.
5. In the event that the Purchase shall fail to complete his selection of Extras within the Selection Period, or shall fail to pay the Extras Price or the Extras Deposit, if applicable, on or before the aforesaid date(s) or in the event the Purchaser shall fail to notify the Vendor of all particulars required by the Vendor in connection with the Extras within the Selection Period, the Purchaser shall be deemed to be in default of this Purchaser's Extra Agreement and, at the Vendor's option, this Purchaser's Extras Agreement shall be terminated and any monies paid hereunder by the Purchaser shall be forfeited to the Vendor as liquidated damages and not as a penalty. The Purchaser does further hereby agree to indemnify and save the Vendor harmless from and against any costs and expenses incurred by it and arising out of the Purchaser's default or breach of this Purchaser's Extra Agreement.
6. Any changes, variations or additions to the Extras that are requested by the Purchaser after the expiry of the Selection Period shall be at the risk of the Purchaser and the Vendor does not provide any assurances or guarantees whatsoever that any such changes, variations or additions to the Extras will be completed by the Vendor or the Vendor may, at its sole discretion, disregard any request in respect of any Extras or changes, variations or additions thereto submitted after the expiry of the Selection Period.
7. Notwithstanding anything herein to the contrary, in the event that the Vendor is unable to install or construct the Extras or any part thereof as a result of any act or omission of the Purchaser or its agents, then the Purchaser shall not be entitled to any credit whatsoever on account of any Extras not installed or constructed by the Vendor nor shall the Purchaser be entitled to the return of any monies paid by him for or on account of the Extras.
8. In the event that the Vendor determines at any time that, in its sole discretion, the dwelling to be constructed on the subject property has been completed to the extent that the cost of installation of any Extra requested by the Purchaser is determined by the Vendor to be unreasonable, or that such installation would be disruptive or inappropriate at that stage of construction, then the Vendor may delete such Extra and the Purchaser shall receive an adjustment on closing on account of such Extra in accordance with paragraph 3 hereof.
9. The Purchaser acknowledges and agrees that the Vendor's sales representatives are to provide assistance only and are not qualified to offer advice in respect of the Extras and neither the Vendor nor the sales representative shall be held liable for the Purchaser's reliance on any statements, acts or omissions of any sales representatives.
10. The Vendor will use its reasonable efforts to complete the extras in accordance with any and all applicable codes, by-laws and permit requirements. In the event that the Vendor is unable to complete the Extras or any part thereof for any reason whatsoever other than as a result of any act or omission of the Purchaser or its agents, then the Purchaser shall be entitled to receive credit as an adjustment on closing on account of such Extras or part thereof in accordance with paragraph 3 of this Purchaser's Extras Agreement. The Purchaser acknowledges and agrees that the aforesaid credit(s) shall constitute the limit of the Vendor's liability and the Purchaser shall not, under any circumstances whatsoever, refuse to complete the transaction contemplated by the Agreement of Purchase and Sale for any matter relating directly or indirectly to the Extras.
11. The Vendor will use its reasonable efforts to complete the Extras in accordance with the Purchaser's written request, however the Vendor shall not be held liable for any inconsistencies, differences or variances in sizes, materials or colours, particularly shading of natural polishes in the Extras installed or constructed by the Vendor from those set out in the Vendor's samples or the Purchaser's request, as applicable.
12. In the Event that the Purchaser shall submit a request for Extras to the Vendor and Purchaser subsequently amends the Extras or the Purchaser delivers further request for Extras which differ from the initial Extras, then the Vendor will not be responsible for any errors which may result from conflicts or inconsistencies in the Purchaser's request(s). In the event of any conflict or inconsistency between the Extras Schedule and other instructions received from the Purchaser from time to time or in the event there is any dispute whatsoever in respect of the Extras, the Vendor will complete the installation or construction of the Extras as it, in its sole discretion, believes appropriate and the Purchaser shall accept same without any recourse whatsoever.
13. In the event that the Purchaser submits a request for Extras to the Vendor which the Vendor does not agree in writing to accept, then such Extra(s) shall not form part of this Purchaser's Extras Agreement nor form part of the Agreement of Purchase and Sale.
14. In the Event that, for any reason whatsoever caused directly or indirectly by the Purchaser, the purchase of the Real Property is not completed in pursuance of the Agreement of Purchase and Sale, the Extras Deposit and any other monies paid by the Purchaser on account of the Extras Price shall be forfeited to the Vendor as liquidated damages and not as a penalty.
15. Notwithstanding anything herein written, in the event that in order to plan the construction or installation of the Extras or part thereof the services of an architect is required, in the Vendor's opinion, then the Vendor's architect will be retained to prepare any drawings, specifications or blueprints required for the construction of installation of the Extras, and the Purchaser acknowledge and agrees that the Extras Price will include a nonrefundable architectural fee as may be determined by the architect, acting reasonably. In the event that the Purchaser is entitled to the return of all or part of the Extras Price the said architectural fee will be deducted therefrom.
16. In the event that the Purchaser has requested and the Vendor has agreed to install floor and wall covering(s) different from those which the Vendor would normally install in the dwelling, the Purchaser agrees that the Vendor shall be responsible for any costs, damages or expenses relating directly or indirectly to said floor or wall covering(s) and/or if the removal of the said floor or wall covering(s) is necessary to effect repairs to any part of the house covered by such floor or wall covering(s), the Purchaser agrees that the Vendor will not be responsible to effect repairs to the said floor or wall covering(s) or any part of the house covered by such floor or wall covering(s) respectively. For the purposes of this Purchaser's Extras Agreement, floor covering shall mean any type of finished floor covering which is normally placed on the floor or sub-floor of a dwelling including, without limiting the generality of the foregoing, hardwood, marble, terrazzo and carpet and wall covering shall mean any type of finished wall covering which is normally placed on the wall of a dwelling, including without limitation, tile and wallpaper, paneling, granite, marble and any such materials.
17. The Purchaser acknowledges and agrees that the Vendor has not and will not make any representations or warranties whatsoever in respect of the Extras and any part of the dwelling to which the Extras are attached or affixed. The Purchaser does hereby release the Vendor from any and all obligations to repair the Extras or any other part of the dwelling to which the Extras are attached or affixed including, without limitation, any obligation of the Vendor pursuant to the Ontario New Home Warranty Plan.

SCHEDULE "PE"
PURCHASER'S EXTRAS AGREEMENT

18. If the Extras, or any part thereof, have been discontinued or are unavailable at the time set for installation or construction thereof, then the Vendor will not be required to install or construct such Extras, or any part thereof, provided that the Vendor may, at its sole option, substitute an item(s) for such Extras, or any part thereof, that are discontinued or unavailable and the Purchaser agrees to accept such substituted item(s).
19. In the event the Extras, or any part thereof, will not comply with applicable building codes or cannot be readily or properly installed or constructed due to the location or proposed location of any structure or mechanical or electrical systems or other appurtenances in or about the real property, then the Vendor will not be required to install or construct the Extras, or any part thereof, provided the Vendor may at its sole discretion, install or construct or locate such Extra in a manner consistent with applicable building codes and with the design or proposed design of the dwelling.
20. In the Event that the Purchaser wishes to select colours or materials from other than the Vendor's samples, he must negotiate such colours or materials directly with the Vendor, or the Vendor's sub trade or supplier if directed by the Vendor and attend to payment of any additional costs as a result of such choice to the Vendor.

All items listed on above mentioned Purchasers Extras Schedule shall be from Vendor's standard samples unless otherwise stated in writing.

SCHEDULE "DC"

Purchaser JOHN DOE & JANE DOE

LOT No. 29PLAN No.65M-4828

ORAL REPRESENTATION DO NOT PART FORM PART NOR CAN THEY AMEND THIS AGREEMENT

THE PURCHASER shall receive a _____ CREDIT to be applied ONLY toward the purchase of upgrades at the VENDOR'S DECOR CENTRE, 171 Basaltic Road, Unit #1, Concord, Ontario. Application by the Purchaser for the credit must be made within FOURTEEN (14) days of the date of notification from a Decor Centre Representative. The _____ credit will be redeemed once a Vendor's "Schedule PE" (Purchaser Extras) form is completed and executed at time of colour selection appointment.

The _____ credit IS INCLUSIVE of H.S.T

The said _____ credit has NO CASH SURRENDER VALUE and CANNOT be used towards closing cost nor legal costs nor appliances. Upon execution of Schedule PE-Purchasers Extras, this Schedule DC becomes null and void and of no further force and effect.

THE PURCHASER FURTHER ACKNOWLEDGES that any and all upgrades purchased over and above the amount of this credit shall be paid for at the time of colour selection either by cheque or by amending purchase price to include cost of such upgrades.

Purchaser acknowledges that Decor appointments are only available Monday - Friday during regular business hours.

Purchaser acknowledges that 1 colour appointment will be given at which time all colour and upgrade selections will be done and finalized. In the event, the selections do not get finalized, further costs will apply.

_____
Purchaser

_____
Purchaser

Purchaser acknowledges that Decor Appointments Are ONLY available MONDAY thru FRIDAY During regular business hours.

NO consideration will be made for evening or weekend appointments.

SCHEDULE "N-C"
Non-Canadians

PURCHASER JOHN DOE & JANE DOE
Property 29 **Vendor** RCH Homes (Shining Hill) Inc.

1. The Purchaser hereby covenants, warrants and represents to the Vendor that: the Purchaser has executed this Agreement of Purchase and Sale (and this Schedule) entirely voluntarily; the Purchaser has no obligation to execute this Agreement of Purchase and Sale (including this Schedule); the Purchaser has had the opportunity to obtain legal advice prior to executing this Agreement of Purchase and Sale (including this Schedule).
2. The Purchaser hereby covenants, warrants and represents to the Vendor that it is aware of, and understands, the provisions contained in the Prohibition on the Purchase of Residential Property by Non-Canadians Act and all regulations thereto (Prohibition on the Purchase of Residential Property by Non-Canadians Act and all regulations thereto, as may be amended from time to time, are herein collectively referred to as the "PRPNC Act").
3. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the PRPNC Act, or if the Purchaser is a non-Canadian, that the Purchaser qualifies for an exception as set out in the PRPNC Act (an "Exception") from the prohibition as set out in the PRPNC Act (the "Prohibition").
4. If, on or before the Closing Date, the Purchaser is a Non-Canadian (and does not qualify for an Exception from the Prohibition), same shall constitute a breach under this Agreement of Purchase and Sale which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and retain the deposit monies and all other monies paid pursuant to this Agreement of Purchase and Sale as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.
5. The Purchaser hereby 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 their 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 a non-Canadian or not qualifying for an Exception from the Prohibition in accordance with the PRPNC Act or the Purchaser's breach of the terms hereof.
6. The Purchaser shall within ten (10) days of request by the Vendor provide such written evidence and confirmation as required by the Vendor from time to time that Purchaser is not a non-Canadian or that the Purchaser qualifies for an Exception to the Prohibition in accordance with the PRPNC Act.
7. On the Closing Date, the Purchaser shall cause the Purchaser's solicitor to deliver to the Vendor's solicitor such documentation as the Vendor may request to confirm that the covenants, warranties and representations contained herein were true and accurate as at the date the Purchaser executed this Agreement of Purchase and Sale (and this Schedule) and continued to be true and accurate up to and including the Closing Date.

Dated this 10th day of September, 2026

IF INDIVIDUAL(S)

WITNESS _____ PURCHASER _____

WITNESS _____ PURCHASER _____

IF CORPORATION:
[CORPORATE NAME]

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation.

Schedule "R" - Restrictions
(Standard)
RESTRICTIVE COVENANTS

1. The lands to which these building restrictions shall be annexed (hereinafter sometimes called the **"Lands"**) are the parcel that is in the Town of Aurora (hereinafter sometimes called the **"Municipality"**) in the Regional Municipality of York and being composed of .

2. SHINING HILL ESTATE COLLECTION INC & SHINING HILL HOMES (ST.JOHN'S) INC. shall hereinafter be referred to as the **"REGISTERED OWNER"**.

3. No part of the Lands nor any building or buildings erected thereon, shall be used for the purpose of any profession, trade, employment or service, manufacture or business of any description; nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, rooming house, or place of public resort; nor for any sport (other than such games as are usually played in connection with the occupation of a private residence); nor for any purpose other than as a private residence for the use of one household only in each dwelling unit; nor shall anything be done or permitted upon any of the Lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.

4. No berm, fence and/or screen planting installed or caused to be installed by REGISTERED OWNER shall be removed or altered without the consent of REGISTERED OWNER in writing. No weaving of any material (including but not limited to vinyl weaving) shall be installed in any chain link fence installed by REGISTERED OWNER as aforesaid. No additional fence shall be erected, constructed or maintained adjacent to any fence installed by REGISTERED OWNER as aforesaid.

5. No fence other than those specified under Paragraph 4 above shall be erected upon the Lands unless the location, design, finishing and materials of such fence have been approved in writing by REGISTERED OWNER.

6. No truck, boat, snowmobile, camper van, trailer, including trailer with living, sleeping or eating accommodation, or any other vehicle other than a passenger automobile shall be parked, placed, located, kept or maintained upon any part of the Lands except in the garage of the building.

7. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the land or buildings thereon for safe or rent) shall be placed on any of the Lands or upon or in any building or on any fence, tree or other structure on the Lands without the consent of REGISTERED OWNER or its successors and assigns in writing.

8. No trees shall be cut down or removed from the Lands without the consent in writing of REGISTERED OWNER or its successors and assigns.

9. No building, structure or any addition thereto, landscaping, driveway and parking area, shall be maintained or kept save in good repair and condition to the reasonable standards satisfactory to REGISTERED OWNER or its successors and assigns.

10. Each Owner of any lot or lots comprising any part of the Lands covenants and agrees as follows:

    a. not to contravene or cause to be contravened by any act or omission any provision of any agreement, restriction or regulation of the Municipality or any other authority having jurisdiction therefor, their respective successors or assigns, pertaining to the development, servicing, grading/drainage, landscaping, use and occupancy of any part of the Lands and appurtenances, whether now in effect or hereinafter imposed;

    b. not to do anything on any part of the Lands or elsewhere which will interfere with or cause damage to any service installed or to be installed in the subdivision or elsewhere, which services include without limitation roads, ditches, curbs, drains, sidewalks, stakes/bars, water boxes and other water, sewer, gas and hydro works. Any such damage so caused may be corrected by the Municipality, REGISTERED OWNER or other appropriate authority at the Owner's expense;

11. Provided always that notwithstanding anything herein contained, REGISTERED OWNER and its successors and assigns shall have power by instrument or instruments in writing from time to time to waive, alter, modify, release or discharge the above restrictions and conditions in their application to any lot or lots or to any part thereof comprising part of the Lands.

12. The invalidity in whole or in part of any of these restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.

13. To the intent that the burden of these restrictions and conditions shall run with the Lands for a period of twenty (20) years from _ (the date of registration of plan of subdivision) and to the intent that the benefit of these restrictions and conditions may be annexed to and run with each and every part of the Lands, the Owner for itself, its successors and assigns, covenants and agrees with REGISTERED OWNER, its successors and assigns, that the Owner and the Owner's successors in title, from time to time, of all or any part or parts of the Lands, will observe and comply with the stipulations, restrictions and provisions that nothing shall be erected or fixed, placed or done upon the Lands, or any part thereof, in breach or violation or contrary to the fair meaning of the said stipulations, restrictions and provisions set forth herein.

SCHEDULE "W"
RCH HOMES (SHINING HILL) INC.

Lot No. 29 Phase _____ Plan No. 65M-4828,
Town of Aurora

Purchaser are advised that:
The Owner shall include, and shall require a purchaser to include, a warning clause(s) with respect to the matters referred to below for the purpose of notice in all future agreement(s) of purchase and sale for the Lot(s) and/or Block(s) specified below:

SCHEDULE "O"

WARNING CLAUSES- OFFER TO PURCHASE AGREEMENTS

1.01 Engineering Division Requirements:

1) In accordance with subsection 3.04 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

"Purchasers are advised that there may be utilities, service boxes, hydrants, mailboxes, or other municipal services constructed adjacent to or upon boulevards in the vicinity of your dwelling. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, rear yard catchbasins, fencing, or other devices. Certain services are not assumed by the Town. Such services are more particularly described under the terms of the Subdivision Agreement. For more detailed information please contact the Engineering Division of the Town of Aurora."

2) In accordance with subsection 3.41 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

"The Owner shall reserve the right, notwithstanding the completion of the sale of the lot or block, to enter upon the said Lands for a period of two (2) years after the completion of the sale or until the assumption of the services, whichever is later, in order to carry out any lot grading work which, in the opinion of the Director, may be required."

"Purchasers and/or tenants are advised that proper grading of all lots and blocks on the M-Plan in conformity with the grading plans is a requirement of the subdivision agreement in which the Town has taken a Letter of Credit from the Owner as security to ensure that all municipal sen/ices including, but not limited to lot grading, are constructed to the satisfaction of the Town. A direct cash deposit security from the Purchaser for lot grading purposes is not a requirement of the subdivision agreement. Should such deposit/security be requested by the Owner/Developer from Purchasers, the Town is not responsible for the collection, administration, or release of such deposit/ security."

3) In accordance with subsection 3.43, 2) of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A. 1, the following warning clause:

"Purchasers and/or tenants are advised that for an Occupancy Permit granted between the dates of May 1 and September 15 in any year, the retaining walls, fine grading, sodding and sidewalk, curb and gutter construction shall be completed by October 30 in the same year; and for an Occupancy Permit granted between the dates of September 16 and April 30 of the succeeding year, the retaining walls, fine grading, sodding and sidewalk, curb and gutter construction shall be completed prior to the next succeeding July 15."

4) In accordance with Schedule "C", subsection 1.12 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

"Purchasers are advised that lots and blocks may have been provided with noise attenuation measures in accordance with the reports listed in Schedule "I", Subsection 4 of the Subdivision Agreement entered into with the Town."

2.01 Parks Division Requirements:

1) In accordance with Schedule "C", subsection 4.06 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for Lots 1 to 12 inclusive, 57 to 67 inclusive, 70, and Blocks 88 to 91 inclusive on M-Plan A.1, the following warning clauses:

"Purchasers are advised that any public lands adjacent to their lots are intended for the purpose of conservation and naturalization or stormwater management, and portions may be used for a public trail system and related amenities. These public lands are to remain as much as possible in their natural state. The Town of Aurora will not be responsible for any inconvenience or nuisance which may present itself in relation to these public land and related amenities. Purchasers are further advised that encroachments of any kind will not be permitted and that fence gates or other means of access will not be permitted to access adjoining public lands from residential properties. Purchasers are advised the Developer is responsible to install chain link fencing, as a requirement of the subdivision agreement, along the lot lines of all residential lots abutting public lands. According to Town policy, chain link fencing shall be constructed on the municipal side of the property boundary."

Purchaser's initials: _____

2) In accordance with Schedule "C", subsection 4.08 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for Lot 1,18, 21, 32, 35, 43, 52, 53, 68, 71 to 78 inclusive, 86 and 87, and Block 92 on M-Plan A.1, the following warning clause:

"Purchasers are advised that decorative fencing and/or privacy fencing and/or acoustic fencing are to be installed on their lot. Further, Purchasers acknowledge receipt from the Developer of details of the fencing to be installed on their property, including:

a) location, design details, height, colour, and materials;

b) that the price of the fencing is to be included in the purchase price of the house and lot;

c) the timing of the installation of the fencing;

d) that the specifications of the fencing are in accordance with the approved urban design guidelines and the approved subdivision landscaping plans;

e) that the fencing shall not be altered in any way;

f) that fencing will not be assumed by the Town; and,

g) that the Town of Aurora will not be responsible for the maintenance, liability, inconvenience or nuisance associated with the fencing which may present itself, and that maintenance and liability of the fencing shall be borne solely by the registered owners of the lots that contain fencing."

3) In accordance with Schedule "C" subsection 4.05 of this Agreement, the Owner shall include in the Offer to Purchase Agreement for Lots 57 to 67 inclusive, and Lot 70 on M-Plan A.1, the following warning clause.

"Purchasers are advised that the trail in close proximity to their lot is a public amenity area for the purposes of a public Trail. This amenity may include lighting to facilitate night usage. The Town of Aurora will not be responsible for any exposure to lighting, noise, traffic, inconvenience or nuisance which may present itself as a result of recreational and leisure activities in this public amenity area."

4) In accordance with Schedule "C" subsection 4.07 of this Agreement, the Owner shall include in the Offer to Purchase Agreement for Lots 1, 86 and 87 on M-Plan A. 1, the following warning clause.

"Purchasers are advised that an entry feature is to be installed on their lot. Further, Purchasers acknowledge receipt from the Developer of details of the entry feature to be installed on their property, including:

a) location, design details, height, colour, and materials;

b) that the price of the entry feature is to be included in the purchase price of the house and lot;

c) the timing of the installation of the entry feature;

d) that the specifications of the entry feature are in accordance with the approved urban design guidelines and the approved subdivision landscaping plans;

e) that the entry feature shall not be altered in any way;

f) that the entry feature will not be assumed by the Town; and,

g) that the Town of Aurora will not be responsible for the maintenance, liability, inconvenience or nuisance associated with the entry feature which may present itself, and that maintenance and liability of the fencing shall be borne solely by the registered owners of the lots that contain the feature."

3.01 Planning Division Requirements:

1) In accordance with Schedule "C", subsection 5.04 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots on M-PlanA.1, the following warning clauses:

a) "Purchasers are advised that the developer shall undertake and bear the cost of the following items and the home purchaser is not required to pay this expense:

i) street trees (trees planted in the town boulevards);

ii) corner lot fencing as directed on the approved engineering plans;

iii) rear lot fencing as directed on the approved engineering plans;

Schedule "W" - P to P

Purchaser's initials: _____

iv) noise attenuation fencing and berms as identified in the approved;

DocuSign
v) noise Impact Study and the approved engineering plans;

vi) fencing (if required) along school blocks and municipal blocks on the approved engineering plans; and

vii) subdivision entry features and fencing (if any approved) as identified on the landscape plans approved by the Town."

b) "Purchasers/tenants are advised that if sound levels are expected to exceed the noise criteria of the Municipality and the Ministry of the Environment, there may be noise warnings or noise control features associated with certain lots or blocks on the Plan required in accordance with an approved noise study;

c) "Purchasers/tenants are advised that if there are lands adjacent to their lot or block on the Plan which are intended for conservation and naturalization, although they are to remain as much as possible in their natural state, portions may be used for active recreational use, a public trail system and trail amenities, and the Town will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the lands and associated trail system and recreational amenities;

d) "Purchasers/tenants are advised that fence gates and/or other means of access will not be permitted to access adjoining municipal lands (including, but not limited, to municipal lands used for parks, open space, environmental and storm water management purposes) from residential properties; and

e) "Purchasers/tenants are advised that if retaining walls are installed on their lot or block on the Plan, restrictive covenants may be registered against the title in accordance with the terms of the Development Agreement."

4.01 Central York Fire Services Requirements:

In accordance with Schedule "C", subsection 8.02 of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots on M-Plan A.1, the following warning clauses:

"Purchasers are advised that all lots within the M-Plan will be equipped with a residential sprinkler system designed in accordance with the NFPA 13D Standard."

5.01 Regional Municipality of York Requirements:

In accordance with Schedule "P" of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clause:

"Purchasers are 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."

6.01 Canada Post Requirements:

In accordance with Schedule "R" of this Agreement, the Owner shall include in each Offer to Purchase Agreement for all lots and blocks on M-Plan A.1, the following warning clauses:

"Purchasers are advised that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners/ tenants of any established easements granted to Canada Post."

SCHEDULE"P"

REGIONAL MUNICIPALITY OF YORK REQUIREMENTS

9. The following warning clause shall be included with respect to the lots or blocks affected: "Purchasers are 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".

SCHEDULE"T"

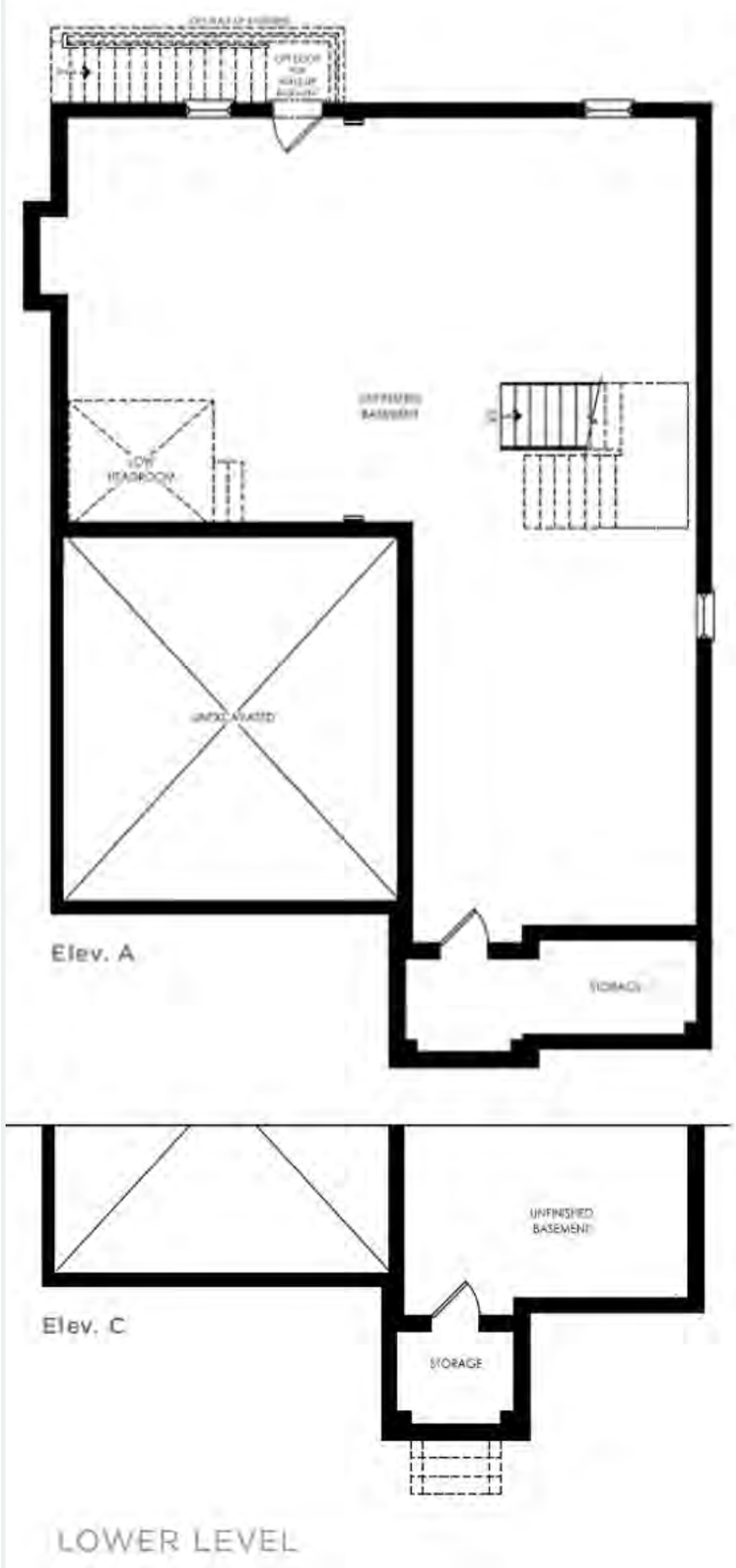
CENTRAL YORK FIRE SERVICES REQUIREMENTS

11. The owner shall include a warning clauses within Offer to Purchase and Sale Agreements with perspective purchasers of lots 70 and 79 , that the Town will not be responsible for any exposure to night lighting, noise, pedestrian traffic, emergency vehicles, inconvenience or nuisance which may present itself as a result of the use of the emergency access area.

Schedule P - SITE PLAN

Schedule P1

LOT: 29
Norwood (45-01) C - Image - Lower

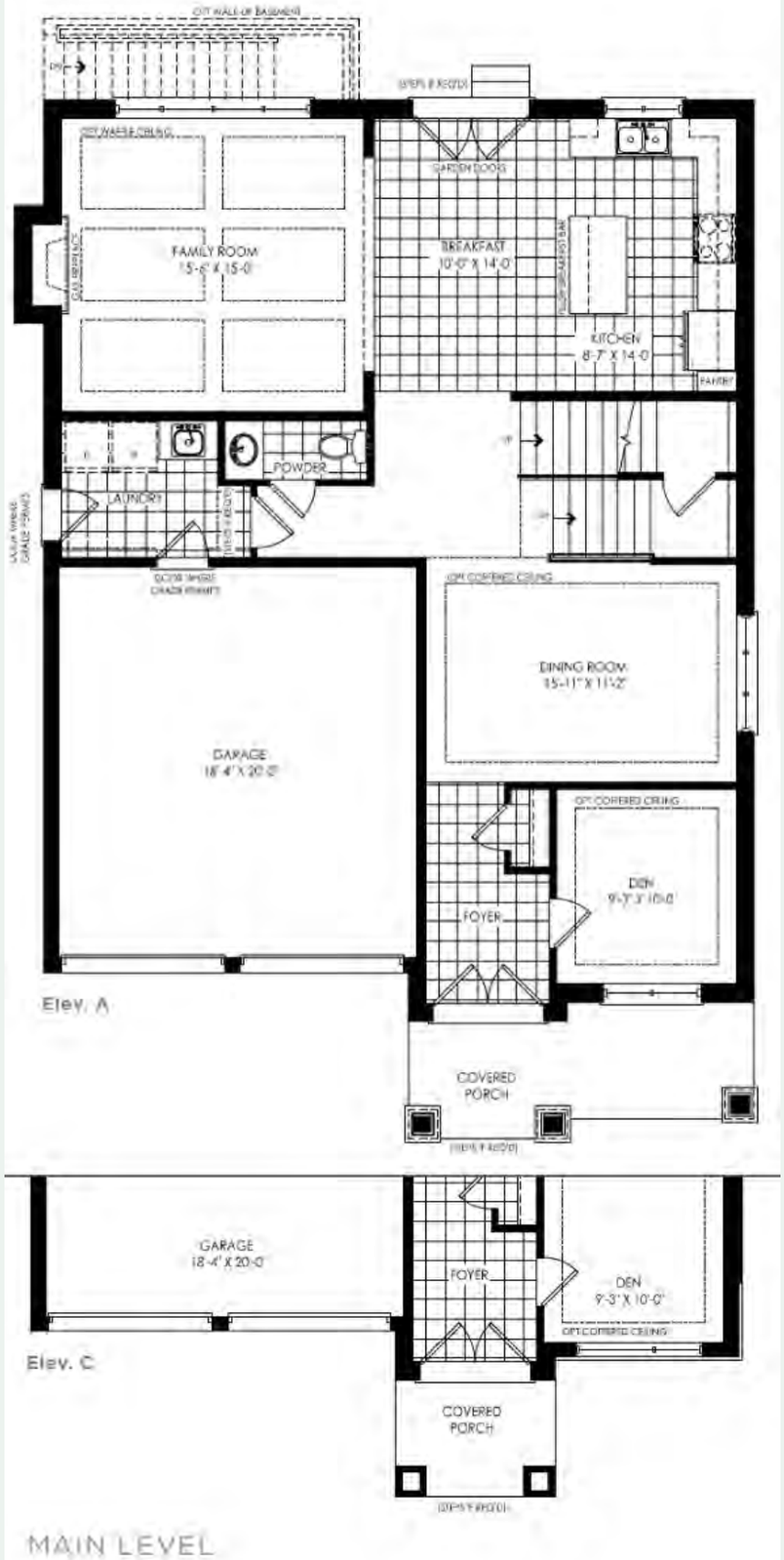


Floor Plan: Image - Lower

Orientation of home may be reversed and purchaser agrees to accept the same. Steps and porches may vary at any exterior entrance ways due to grading variance. Actual usable floor space may vary from the stated floor area. All renderings are artist's concept. All exterior railings are black in colour where applicable. Dimensions, specifications and architectural detailing subject to minor modifications. E. & O.E. Copyright Sept. 2026.

Schedule P2

LOT: 29
Norwood (45-01) C, Elevation C - Image - Main

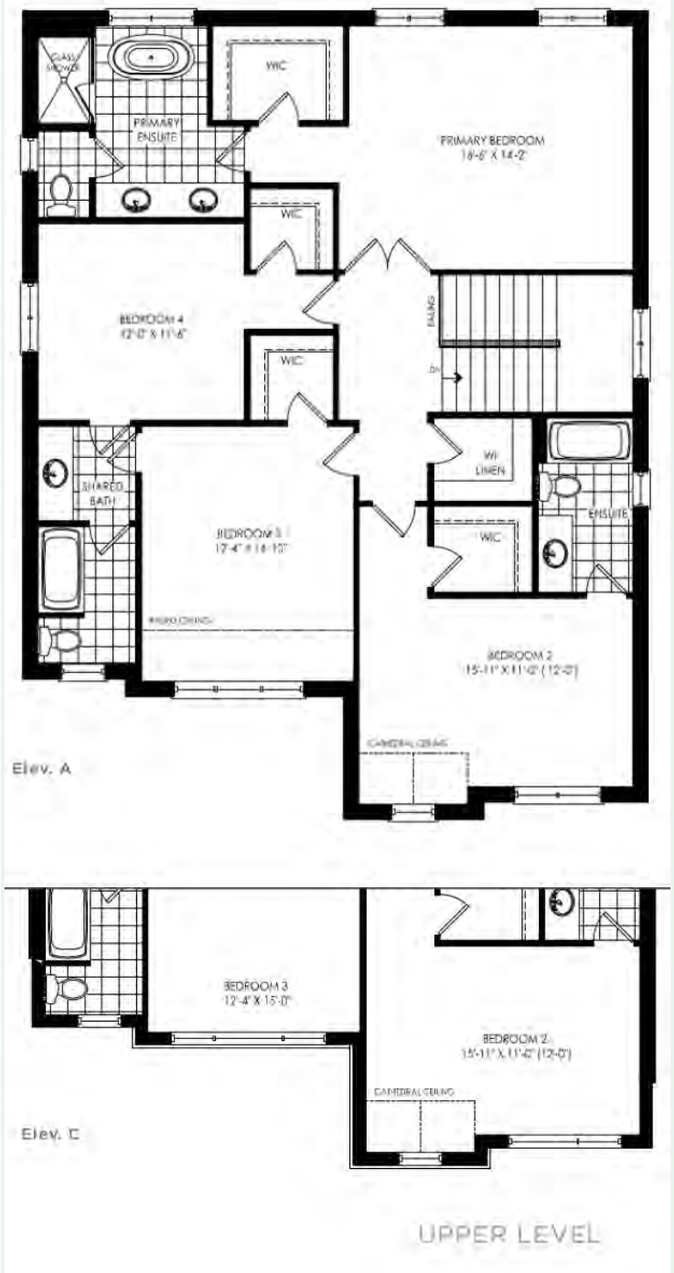


Floor Plan: Image - Main

Orientation of home may be reversed and purchaser agrees to accept the same. Steps and porches may vary at any exterior entrance ways due to grading variance. Actual usable floor space may vary from the stated floor area. All renderings are artist's concept. All exterior railings are black in colour where applicable. Dimensions, specifications and architectural detailing subject to minor modifications. E. & O.E. Copyright Sept. 2026.

Schedule P3

LOT: 29
Norwood (45-01) C, Elevation C - Image - Upper



Floor Plan: Image - Upper

Orientation of home may be reversed and purchaser agrees to accept the same. Steps and porches may vary at any exterior entrance ways due to grading variance. Actual usable floor space may vary from the stated floor area. All renderings are artist's concept. All exterior railings are black in colour where applicable. Dimensions, specifications and architectural detailing subject to minor modifications. E. & O.E. Copyright Sept. 2026.

Schedule P4

LOT: 29
Norwood (45-01) C, Elevation C - Image - Front

Elevation C | 2,842 sq.ft.

Floor Plan: Image - Front

Orientation of home may be reversed and purchaser agrees to accept the same. Steps and porches may vary at any exterior entrance ways due to grading variance. Actual usable floor space may vary from the stated floor area. All renderings are artist's concept. All exterior railings are black in colour where applicable. Dimensions, specifications and architectural detailing subject to minor modifications. E. & O.E. Copyright Sept. 2026.

Schedule "AP"

Appliance Canada is pleased to offer you a personalized appliance experience. Contact us to view appliances included with your home, or select an upgrade.

BOOK BY APPOINTMENT ONLY

ELYSE LEVY
905-660-2424 ext. 2229
elevy@appliancecanada.com

All dimensions listed are W X H X D

Appliance Canada
For your Home, For your Life

BEHIND THE SCENES OF EVERY INSPIRED DESIGN
SINCE 1983

SINCE 1968 REGAL CREST HOMES

www.appliancecanada.com

Shining Hill
LIVE BRIGHTER

Thermador

CERTIFICATE FOR APPLIANCES

CONGRATULATIONS! ON THE PURCHASE OF YOUR NEW HOME!

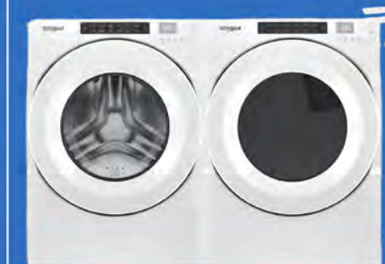
Thermador 18.9 Cu. Ft. 36" Built-In French Door Refrigerator
35¼" × 83 9/16" × 24¾"

Thermador 36" Chimney Wall Hood — 600 CFM
35 15/16" × 42" × 23 3/16"

Thermador 5.1 Cu. Ft. 36" Freestanding Gas Range,6 Burner
35 15/16" × 35⅞" × 24¾"

Thermador 48 dBA 24" — Top Control Dishwasher
23 9/16" × 33⅞" × 23¾"

2 Hoses and Stacking Kit



5.0 Cu. Ft. Closet-Depth Front Load Washer
7.4 Cu. Ft. Front Load Electric Dryer
27" × 38⅝" × 31 9/16" | 27" × 38¾" × 31"

PROUDLY CANADIAN SINCE 1983

Shining Hill

LIVE BRIGHTER

Appliance Canada

For your Home, For your Life

CANADIAN OWNED OPERATED SINCE 1993

ELYSE LEVY

CONTRACT SALES

8701 JANE STREET
CONCORD, ON L4K 2M6
905-660-2424 ext. 2229

elevy@appliancecanada.com

REGAL CREST HOMES

Original signed voucher **must** be presented at time of upgrade. Photocopy and or Digital copy of voucher is not valid and will not be accepted. Unsigned vouchers are considered invalid.

1. If the Homeowner wishes to upgrade their appliances, they must do so prior to closing.
2. **BOOK APPOINTMENT** with **ELYSE** ext.2229.
3. Voucher is void if Homeowner's agreement is cancelled or if agreement is amended/revised to delete any or all the appliances.
4. Installation of standard appliances is included. Appliances to be installed prior to closing.
5. In the event the Homeowner wishes to upgrade their appliances, a credit based on the wholesale cost will be applied to the price of the upgraded appliances. Installation charges for upgraded appliances are extra.
6. All appliances to be upgraded in the same appliance category (ie. Fridge to fridge, range to range, etc.)
ABSOLUTELY NO SUBSTITUTIONS.
7. Models and model numbers may change due to availability.
8. Once the standard package is delivered, exchanges or returns will not be permitted.
9. Certificate has no cash value and is not transferable

HOMEOWNER ACKNOWLEDGES THAT THEY HAVE READ AND ACCEPT THE ABOVE TERMS AND CONDITIONS.

HOMEOWNER SIGNATURE (S) _____ _____

HOMEOWNER PRINTED NAME (S) _____ _____

AUTHORIZATION	
PER:	DATE:

LOT#	HOME#	CELL#	CLOSING DATE

SCHEDULE "T-A"

Dear Homeowner

Congratulations on the purchase of your new home and welcome to your new community. We wish to advise you that, as per the Ontario New Home Warranties Plan Act, your new home comes with specific warranty coverage provided by RCH Homes (Shining Hill) Inc. and Tarion Warranty Corporation. All information regarding your warranty coverage is available electronically on Tarion's website.

We strongly recommend to all our homeowners to download a copy of the "Homeowners Information Package" from the website and familiarize themselves with the warranty and the process before the closing date.

Please visit the link below to get started:

http://www.tarion.com/Resources/hip/Pages/default.aspx

Tarion Homeowner Information Package Acknowledgement:

I, JOHN DOE & JANE DOE the purchaser/s of Lot 29 , Plan 65M-4828 fully acknowledge that RCH Homes (Shining Hill) Inc., has provided us a copy of this form instructing how to obtain our copy of the Homeowners Information Package on Tarion's website before the closing date.

Purchaser: JOHN DOE

Purchaser: JANE DOE

SCHEDULE "REBATE"
HST REBATE MATTERS
PURCHASE PRICE INCLUSIVE OF HST NET OF REBATE

1. A new housing rebate exists to help offset the 8% Provincial portion of the HST on qualifying purchases of new homes, the maximum amount of said new housing rebate being $24,000.00 (the "Existing Provincial HST Rebate").

2. The Ontario first-time home buyers' rebate (the "Provincial FTHB Rebate") was enacted by the Ontario government's HST Relief Implementation Act (Residential Property Rebates), 2026, S.O. 2026, c. 5. The Federal first-time home buyers' rebate (the "Federal FTHB Rebate") was enacted by the Federal government's Making Life More Affordable for Canadians Act (Bill C-4). The Provincial FTHB Rebate and the Federal FTHB Rebate are hereinafter collectively referred to as the "FTHB Rebates".

3. The Ontario Enhanced New Housing Rebate (the "ENHR") and the Ontario New Home Affordability Payment (the "ONHAP") have been created pursuant to Provincial legislation (the HST Relief Implementation Act (Residential Property Rebates), 2026, S.O. 2026, c. 5) and certain changes to Provincial and Federal regulations.

4. The Purchaser and the Vendor acknowledge, accept and agree that, notwithstanding any provisions of this Agreement to the contrary, the definition of "Rebate", as defined within this Agreement shall mean exclusively those rebates, payment programs and/or incentives listed below which are identified by an "X" in the box opposite their respective names, and all references in this Agreement to the term "Rebate" are hereby amended accordingly:

   Existing Provincial HST Rebate
   ENHR
   ONHAP
   Provincial FTHB Rebate
   Federal FTHB Rebate

   The rebates, payment programs and/or incentives listed above which are not identified with an "X" in the box opposite their respective names (collectively, the "Other Rebates") are hereby expressly excluded from the definition of "Rebate" and accordingly, the Other Rebates are not being assigned to the Vendor under this Agreement and the Vendor hereby disclaims any right to the Other Rebates.

5. The Purchaser hereby warrants and represents that the Purchaser currently qualifies for the Rebate and, further, shall qualify for the Rebate on the closing of the purchase of the home described herein and shall continue to qualify after closing for such period of time as is required by the Government.

6. The Purchaser acknowledges that the Vendor shall not, under any circumstances whatsoever, be liable for, and the Purchaser hereby fully and completely releases, indemnifies and saves harmless the Vendor, its related, affiliated or associated corporations and partnerships, and their respective directors, officers, partners, employees and agents, and the legal 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 not qualifying for, being entitled to, or not receiving the benefit (in whole or in part) of, any of the Existing Provincial HST Rebate, the ENHR, the ONHAP and/or either or both of the FTHB Rebates for any reason whatsoever including, without limitation:

   a. any acts or omissions of the Purchaser and/or the Vendor;

   b. the cessation, alteration, modification and/or expiry of any of the Existing Provincial HST Rebate, the ENHR, the ONHAP and/or either or both of the FTHB Rebates, or any of the legislation, regulations and/or other frameworks enacted by the Government in order to give effect to same, including any successor legislation, regulations and/or other frameworks thereto; and

   c. the rejection, refusal or failure of the Government to accept, approve, review or process the documentation, materials, applications, schedules, affidavits, statutory declarations and the like (collectively, the "Rebate Forms") required for the Purchaser to be entitled to, or receive the benefit of and/or assign to the Vendor, any of the Existing Provincial HST Rebate, the ENHR, the ONHAP and/or either or both of the FTHB Rebates for any reason, including, but not limited to, errors and/or omissions made in, and/or a failure to complete, any of the Rebate Forms, the use and/or submission of outdated or incorrect Rebate Forms, the failure to submit such Rebate Forms within the time limits permitted for doing so, the date this Agreement was entered into and/or the dates of commencement of construction and/or substantial completion of the home purchased pursuant to this Agreement.

   The aforementioned provisions shall not merge and shall survive closing of the transaction contemplated by this Agreement and may be pleaded as an estoppel against any and all claims and demands that the Purchaser may attempt to make against the Vendor and their respective directors, officers, partners, employees and agents, and the legal representatives, successors or assigns of each.

7. The Vendor makes no representation or warranty whatsoever that the Purchaser, this transaction or the home purchased pursuant to this Agreement will qualify for the Existing Provincial HST Rebate, the ENHR, the ONHAP, and/or either or both of the FTHB Rebates and/or any other rebates or incentives.

8. Notwithstanding anything herein, if the Purchaser assigns the Rebate to the Vendor on the closing of the transaction contemplated by this Agreement, the Purchaser shall not claim (or attempt to claim), apply for (or attempt to apply for), or otherwise obtain the benefit of any Other Rebates that may or will conflict with, deny, disqualify, prohibit, delay, or hinder the Vendor's entitlement to, benefit of and ability to recover the assigned Rebate. This paragraph shall survive the closing of the transaction contemplated by this Agreement.

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

Dated this 10th day of September, 2026

Vendor's Initials: _____ Purchaser's Initials _____

Purchaser's Initials _____

SCHEDULE "ES"
(Electronic Signature)

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

DATED this 10th day of September, 2026

_____	PER: _____
Purchaser's Signature	Vendor's Signature
_____	PER: _____
Purchaser's Signature	Vendor's Signature

AGENCY DISCLOSURE ACKNOWLEDGEMENT

Lot Number: 29
SITE NAME: Gates of St. Anne's
VENDOR: RCH Homes (Shining Hill) Inc.

The Purchaser(s) herein acknowledge Spectrum Realty Services Inc. has an agency relationship with the Vendor: RCH Homes (Shining Hill) Inc. and will be compensated through the Vendor. This compensation is usually called commission and usually takes the form of a fee or payment from the Vendor of the real property upon successful completion of the real estate transaction. An agency relationship is created where one person, known as the principal asks another person, known as the agent, to act for and on behalf of the principal. The principal will define the nature and extent of the relationship. Real estate agency relationships are created when vendors or purchasers ask realtors to act on their behalf in real estate transactions. An agent who represents a principal (vendor) owes the principal (vendor) the highest duty of "upmost faith", the agent must represent the principal's (vendor) best interest at all times. The agent owes his principal (vendor) a duty of confidentiality regarding information about the principal (vendor). However, the purchaser can expect the realtor to disclose all pertinent information about the property, not to misrepresent any facts, and to honestly answer all questions about the property. This has been a usual form of relationship for many years in the real estate industry. As Purchaser(s), I/we confirm and acknowledge being advised that, and consent to the fact that Spectrum Realty Services Inc. acts as agent only for the Vendor and will be compensated only by the Vendor.

_____ The Purchaser(s) acknowledge that they are being represented by a Broker/Sales Representative by a separate Broker Representation Agreement

_____ The Purchaser(s) acknowledge receipt of the RECO Information Guide, and the Information and Disclosure statement with the Self-Represented Party Form.

DATED at Aurora this 10th day of September, 2026.

Witness	Purchaser
Witness	Purchaser