

AGREEMENT OF PURCHASE AND SALE											
The undersigned purchaser hereby agrees to and with the undersigned vendor to purchase the property (the "Property") described below on the following terms:											
Purchaser:		Sample Sample				Date of Birth (DD/MM/YY):		March 04, 1994			
Purchaser:						Date of Birth (DD/MM/YY):					
Purchaser:						Date of Birth (DD/MM/YY):					
Purchaser:						Date of Birth (DD/MM/YY):					
Purchaser:						Date of Birth (DD/MM/YY):					
Vendor:		Country Wide Homes (Thornhill Estates) Inc			Project / Phase:	Oakridge Meadows					
Vendor's Agent:		Your Advocates Realty Inc			Site Staff:	Christina Lucchesi					
Model Type:		SW38-06	Model Name:	LYNDLE (SW38-06)		2876 sq.ft		Elevation:	B CORNER		
Site Plan Lot #:		305	Block:			Plan #:	65M-TBD		Tarion #:	35054	
Municipal Address:		William Logan Drive				Municipality:		Richmond Hill			
Purchase Price:		TWO MILLION AND SEVENTY FIVE THOUSAND FOUR HUNDRED AND NINETY DOLLARS						Dollars:	\$ 2,075,490.00		
1st Deposit:		\$ 100,000.00	Date:	March 24, 2021		5th Deposit:	\$		Date:		
2nd Deposit:		\$ 100,000.00	Date:	May 23, 2021		6th Deposit:	\$		Date:		
3rd Deposit:		\$ 100,000.00	Date:	June 22, 2021		7th Deposit:	\$		Date:		
4th Deposit:		\$ 50,000.00	Date:	March 24, 2022		8th Deposit:	\$		Date:		
Balance Due on Closing (subject to adjustments on closing):			ONE MILLION SEVEN HUNDRED AND TWENTY FIVE THOUSAND FOUR HUNDRED AND NINETY DOLLARS					Dollars:	\$ 1,725,490.00		
THE ATTACHED AND NOTED SCHEDULES FORM PART OF THIS AGREEMENT OF PURCHASE AND SALE:											
A A1 B1 B2 B3 B4 C D H P W X Tarion Critical Dates Tarion B Addendum											
Unless otherwise specified in this Agreement, it is understood that all brokerages/sales representatives involved in this transaction are working for the Vendor.											
Date of Offer:			Day	24		Month	March		Year	2021	
Irrevocable Date:			Day	3		Month	April		Year	2021	
Closing Date:			Day	23		Month	August		Year	2022	
SUBJECT TO THE EXTENSION PROVISIONS (Tarion Addendum Statement of Critical Dates) INCLUDED IN THIS AGREEMENT OF PURCHASE AND SALE											
ORAL REPRESENTATIONS DO NOT FORM PART OF THIS AGREEMENT OF PURCHASE AND SALE											
In witness whereof I/We have set my hand and seal in the presence of:											
Witness:						Purchaser: SEAL					
Witness:						Purchaser: SEAL					
Purchaser's Address:		Sample, Sample, LLLLLL				Email:	sample@hotmail.com				
Purchaser's Telephone:		Home:				Business:	(416) 888-8888		Cell:	(416) 888-8888	
The Undersigned hereby accepts the Offer and its terms and covenants, promises and agrees to and with the above named purchaser(s) duly to carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit.											
Accepted this				Day of							
Vendor:						Per:					
VENDOR'S SOLICITOR:						PURCHASER'S SOLICITOR:					
Brattys LLP Barristers and Solicitors, Attention Michael Durisin 7501 Keele Street, Suite 200 Vaughan, Ontario L4K 1Y2 Phone: 905-760-2600 Ext 223 Fax: 905-760-2900						, Attn: Phone: Fax:					
CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties and forms a binding agreement.											
Accepted this				Day of							
Accepted by: (Circle Applicable Party)			VENDOR					PURCHASER(S)			
Signature(s) of Accepting Party:											

SCHEDULE A – STANDARD FEATURES & FINISHES

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

Purchaser	Sample Sample				Purchaser					
Additional Purchasers										
Vendor	Country Wide Homes (Thornhill Estates) Inc.									
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft			Elevation	B CORNER			
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive			

Materials, specifications and floor plans are subject to change without notice. All house renderings are artist’s conceptions. All floor plans are approximate dimensions. Actual usable floor space may vary from the stated floor area. E &O.E.

SEDGEWICK WEST GORMLEY- SINGLE DETACHED - Luxury Standard Features & Finishes by CountryWide Homes

STATELY EXTERIORS

1. Traditional and Contemporary inspired architecture utilizing brick, stone, stucco and architectural board, as per elevation.
2. Precast concrete windowsills, headers and arches, as per elevation.
3. Copper accentroof(s), as per elevation, all other roof areas to receive 40-year self-sealing shingles.
4. Low maintenance aluminum soffits, fascia, downspouts, and "European" style 1/2round eavestroughs.
5. Metal insulated sectional roll-up garage doors with heavy duty springs&decorative glazing.
6. Elegant Coach lights at all doorways on all elevations.

SUPERIOR DOORS AND WINDOWS

7. Colour Co-ordinated taller vinylcasement windows (with transoms on main floor) All operating windows to be screened.
8. Basement to receive slider style windows as per builder spec.
9. French doors or sliding patio door at rear and/or leading to porches/patios, as per plan.
10. Approximately 8' High Front Entry Door Assembly with insulated stained fiberglass wood grain look or contemporary metal insulated front entry door(s) - height approximate, as per plan.
11. Insulated metal entry door from garage to house, where grade permits.
12. Front entry doors with multi-point locking system and lever handle, and finished passage and deadbolts on all side and rear entry doors with matching floor mounted doorstops (except for sliding doors).

LUXURIOUS INTERIORS

13. Approximately 10' ceilings on main floor, and 9' ceilings in basement and second floor (excluding areas due to mechanical or structural requirements). Optional Loft Approximately 8' ceilings.
14. Smooth ceilings throughout main floor and second floor areas.
15. 7 ¼" baseboard throughout main floor with 3" casing and back bend. 5 ¼" baseboards with 3" casing throughout second floor.
16. Approximately 8'-0" high 2 panel smooth style interior doors on the main floor. Approximately 7'-0" high doors throughout the 2nd floor, and optional Loft floors.
17. Stained finish Oak venner stairs with your choice of 1 ¾" stained finish oak pickets or Metal Pickets from vendors standard samples, with 3" half round handrails.
18. "Linear" type Electric fireplace with matching Black metal surround for all standard fireplace locations.
19. 5" Cornice molding in single storey foyers, main hall, dining room and the living room (excludes tray ceilings and open to above areas).

SUMPTUOUS FLOORING

20. Imported 12" x 24" tile flooring in foyer, main hall (as per plan), powder room, laundry room and all bathrooms, lower finished foyer (as per plan) from Vendor's standard samples.
21. 4" x ¾" strip hardwood flooring in stained finish throughout (as per plan and excluding tiled areas).

GOURMET KITCHEN

22. Choice of cabinets with extended height uppers (from vendor's standard line) and matching crown molding on upper cabinets.
23. Islands, pantry and/or chef desk, as per plan.
24. Quartz countertops in kitchen from vendor's standard line.
25. Under mounted double-bowl stainless steel sink from vendor's standard line.
26. Superior chrome single hole pull out spray faucet.
27. Rough-in dishwasher space with electrical and plumbing supply.

BATHROOM RETREATS

28. 8x10 tiles in all bathtub enclosures to ceiling height. Separate shower stalls to include tiles on ceiling.
29. All bathrooms to receive 2 piece upgraded elongated toilet bowl.
30. Separate shower stall in the master ensuite to include frameless clear glass shower enclosure, mosaic floor tile, 2 recessed spotlights and a rain shower head from the ceiling and shower handheld fixture.
31. Quartz countertop in Master ensuite with white porcelain undermount sink as per vendor's standard samples.
32. Powder room to receive mirror, upgraded pedestal sink and upgraded elongated toilet.
33. Crisp white porcelain sinks in all bathrooms with superior faucet package and mechanical pop up drain.
34. Deep acrylic soaker tubs throughout, (excluding ensuite), as per plan.
35. Upgraded standalone soaker tub in Master Ensuite where applicable. (as per plan).
36. Choice of cabinetry (from standard line), with arborite counters (except Master ensuite) and vanity top drawers (where applicable).
37. Upgraded vanity light fixtures in all bathrooms, with standard ceiling mounted fixture in powder room.

FUNCTIONAL LAUNDRY ROOM

38. Deep laundry tubs with chrome faucet.
39. All required plumbing, electrical and venting rough-ins will be

provided.
40. Easy-care Thermafoil lower base cabinet for the laundry tub as per plan in purchaser's choice of white or linen.

COMFORT AND PEACE OF MIND FEATURES

41. Control switch located in master bedroom of home to power off your future garage door opener for added security and safety. Location determined by builder
42. Capped gas line at rear of home for future BBQ hook up.
43. Complete central vacuum system located in garage.
44. Smoke and Carbon monoxide detectors installed and hard wired as per Ontario Building Code.
45. Programmable ENERGY STAR thermostat.
46. Door chimes at all front entry doors, if applicable.
47. Future security/alarm system rough in determined at pre wire consultation meeting with builder's supplier.

LIGHTING ELECTRICAL AND TECHNOLOGY

48. 200 AMP Electrical Service.
49. 20 L.E.D. pot lights on main floor (excluding switches vaulted or cathedral ceilings and open to above areas).
50. One exterior SEASONAL electrical outlet mounted on soffit, operated on a separate switch.
51. European height white screwless Decora plugs and switches throughout, as per vendors standard specifications.
52. Interior light fixtures or wall switched outlets in all bedrooms, family room, kitchen, great room, dining room, living room, breakfast area, den, halls, laundry and capped outlet in open to above areas as per vendors specifications.
53. Weatherproof exterior outlets - one at front, one at rear and one exterior plug on any exterior balcony, as per plan.
54. Electrical wall outlet(s) in garage and an electrical outlet per garage door on garage ceiling for future garage door opener.
55. Up to 7 tv cable (RG6) rough ins throughout home, with locations to be determined at pre-wire consultation
56. Up to 5 Telephone (Cat 5) rough-ins throughout home, with locations to be determined at pre-wire consultation
57. 4 USB electrical outlet combination receptacles throughout home, with locations to be determined at pre-wire consultation

SUPERIOR CONSTRUCTION

58. Approx. 9 foot poured concrete walls with heavy duty damp proofing, drainage board, weeping tiles and full height blanket insulation.
59. Tongue & groove subfloor to be glued, screwed and sanded.
60. 2 x 6 exterior wall construction.
61. Conventional air circulating system (HRV) - simplified/ partial.
62. High efficiency natural gas furnace with ECM Motor.
63. Poured concrete front porch AND steps, with railing, as per plan & grading approval, where applicable.
64. Reinforced concrete garage slab.
65. Advanced floor joist system utilizing upgraded "Engineered Floor Joist Technology" (excluding areas due to structural design).
66. Spray foam insulation above in garage ceiling below livable areas as well as all cantilevered areas.
67. Rough-in three-piece plumbing in basement for future bathroom, as per vendor's standard location.
68. Cold Cellar with solid core door, weather stripping, light, and floor drain. As per Plan.
69. All garage walls to be fully dry walled and to be prime painted.

WARRANTY

- The Taron Warranty Program offers:
- Seven (7) Year protection on structural defects
- Two (2) Year protection on mechanicals and materials including electrical, plumbing, heating and distribution systems, all exterior cladding, windows, and doors.
- One (1) Year protection on workmanship and material defects.

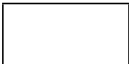
All references to sizes, measurements, materials, construction styles, trade/ brand/ industry names or terms may be subject to change or variation within generally accepted industry standards & tolerances. Measurements may be converted from imperial to metric or vice versa & actual product size may vary slightly as a result. All references to features and finishes are as per applicable plan or elevation and each item may not be applicable to every home. Locations of features and finishes are as per applicable plan or at the Vendors' sole Discretion. All features and finishes where Purchaser is given the option to select the style and/ or colour shall be from the Vendor's predetermined standard selections. Useable square footages may vary from stated floor areas

PRICES & SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE. VENDOR MAY SUBSTITUTE MATERIALS FOR THOSE SHOWN IN THE PLANS AND SPECIFICATIONS. PROVIDED SUCH MATERIALS IN THE SOLE OPINION OF THE VENDOR ARE OF AT LEAST COMPARABLE QUALITY. WHERE BRAND NAMES ARE SPECIFIED, THE VENDOR, IN ITS SOLE DISCRETION, MAY SUBSTITUTE WITH SIMILAR PRODUCT OF AT LEAST EQUAL QUALITY FROM ANOTHER MANUFACTURER. COLOUR, TEXTURE, APPEARANCE. ETC. OF FEATURES AND FINISHES MAY VARY FROM VENDOR'S SAMPLES AS A RESULT OF NORMAL MANUFACTURING AND INSTALLATION PROCESSES. E. & O. E. BROKERS PROTECTED © MAY 2019 COUNTRYWIDE HOMES. ALL RIGHTS RESERVED – February 25, 2021

Vendor Initials



Purchaser Initials



SCHEDULE A1 – INCLUSIONS

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

Purchaser	Sample Sample				Purchaser			
Additional Purchasers								
Vendor	Country Wide Homes (Thornhill Estates) Inc.							
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft				Elevation	B CORNER
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive	

VENDOR AGREES TO INCLUDE THE FOLLOWING ITEMS AS PART OF THE AGREEMENT

Specifications are subject to change without notice. Vendor may substitute materials for those shown in the Plans and Specifications, provided such materials in the sole opinion of the Vendor's consultant are of at least comparable quality. Model homes, displays, marketing materials and Schedule "B's may include finishes that are upgrades and are not included in the purchase price. These upgrades may be offered at extra cost at time of colour selection or may not be made available. Where brand names are specified, the Vendor, in its sole discretion, may substitute with similar product of at least equal quality from another manufacturer. Colour, texture, appearance, etc. of features and finishes installed in the house may vary from Vendor's samples as a result of normal manufacturing and installation processes. Appliance locations shown on Schedule "B's may vary. All dimensions stated herein are nominal and approximate only, including ceiling heights. Presentation Centre display furnishings and decorations are not included.

ADDITIONAL OPTIONS/EXTRAS AND/OR PREMIUMS THAT HAVE BEEN ADDED TO THE PURCHASE PRICE:

Purchaser agrees and acknowledges that this is a firm and binding contract.

"Financial Approval condition in Schedule D is deleted."

[illegible]

Vendor Initials

11

Purchaser Initials

11/11/2019

SCHEDULE B1 – SKETCH

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

Purchaser	Sample Sample				Purchaser				
Additional Purchasers									
Vendor	Country Wide Homes (Thornhill Estates) Inc.								
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft				Elevation	B CORNER	
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive		

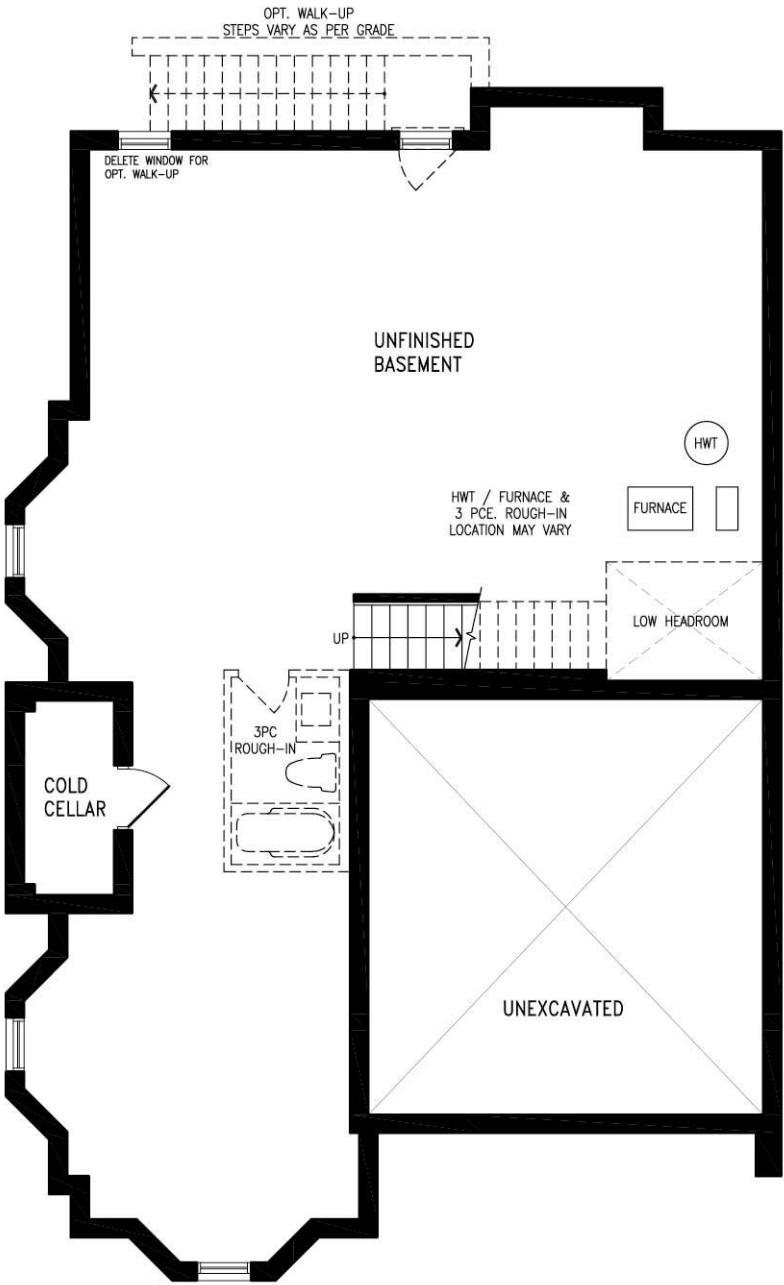
Materials, specifications and floor plans are subject to change without notice. All house renderings are artist’s conceptions. All floor plans are approximate dimensions. Actual usable floor space may vary from the stated floor area. E.&O.E.



Vendor Initials

Purchaser Initials

SCHEDULE B2 – SKETCH							
ORAL REPRESENTATIONS DO NOT FORM PART NOR CAN THEY AMEND THIS AGREEMENT							
Purchaser	Sample Sample			Purchaser			
Additional Purchasers							
Vendor	Country Wide Homes (Thornhill Estates) Inc.						
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft			Elevation	B CORNER
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive
Materials, specifications and floor plans are subject to change without notice. All house renderings are artist’s conceptions. All floor plans are approximate dimensions. Actual usable floor space may vary from the stated floor area. E.&O.E.							

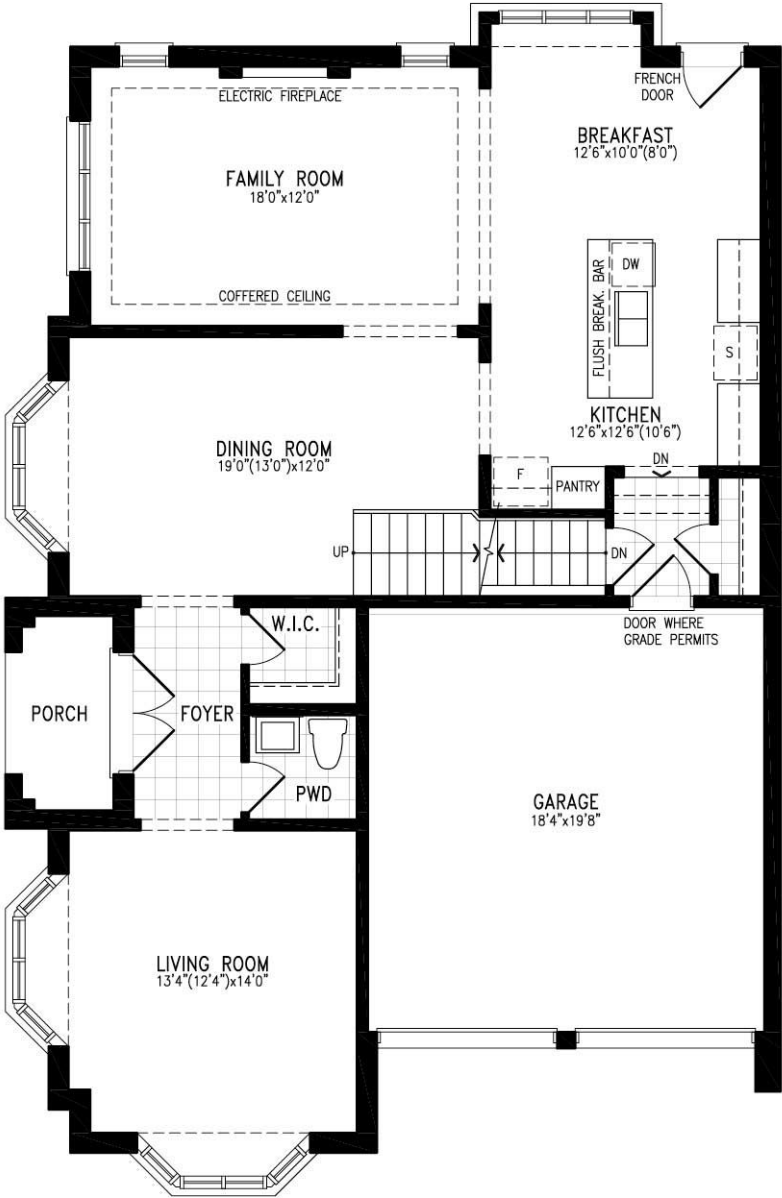


SW38-6 THE LYNDLE_Basement Elev B

Vendor Initials

Purchaser Initials

SCHEDULE B3 – SKETCH									
ORAL REPRESENTATIONS DO NOT FORM PART NOR CAN THEY AMEND THIS AGREEMENT									
Purchaser	Sample Sample				Purchaser				
Additional Purchasers									
Vendor	Country Wide Homes (Thornhill Estates) Inc.								
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft				Elevation	B CORNER	
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive		
Materials, specifications and floor plans are subject to change without notice. All house renderings are artist’s conceptions. All floor plans are approximate dimensions. Actual usable floor space may vary from the stated floor area. E.&O.E.									

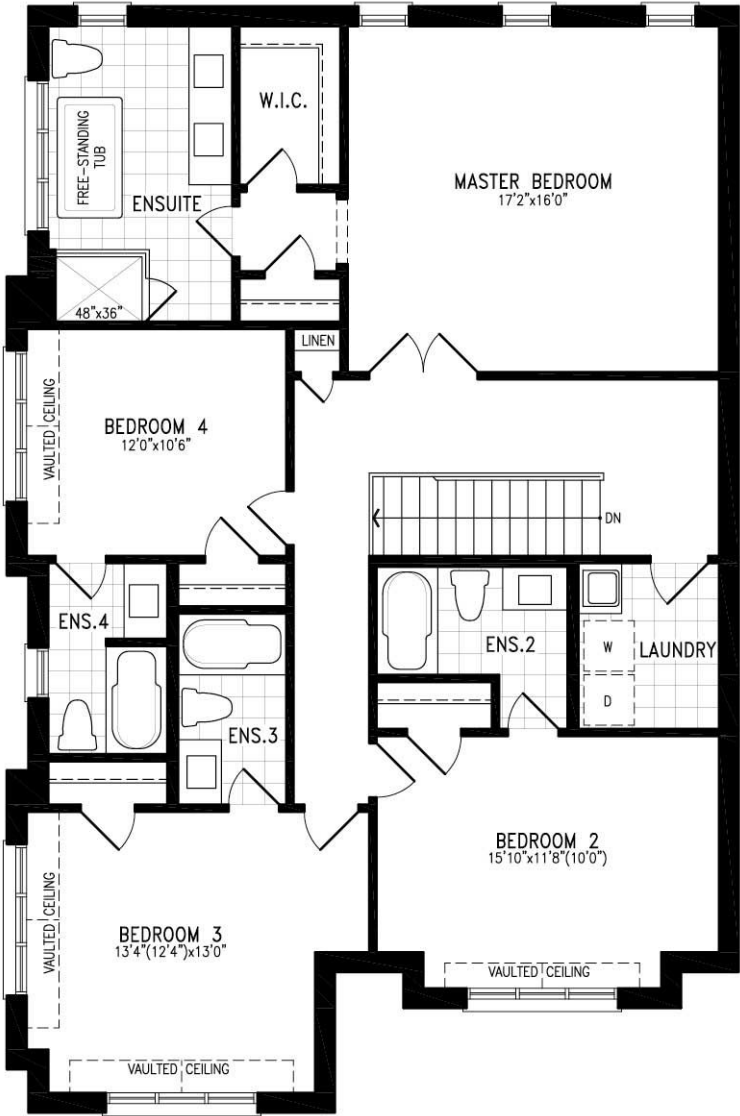


SW38-6 THE LYNDE_Ground Floor Elev B

Vendor Initials

Purchaser Initials

SCHEDULE B4 – SKETCH									
ORAL REPRESENTATIONS DO NOT FORM PART NOR CAN THEY AMEND THIS AGREEMENT									
Purchaser	Sample Sample				Purchaser				
Additional Purchasers									
Vendor	Country Wide Homes (Thornhill Estates) Inc.								
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft				Elevation	B CORNER	
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive		
Materials, specifications and floor plans are subject to change without notice. All house renderings are artist’s conceptions. All floor plans are approximate dimensions. Actual usable floor space may vary from the stated floor area. E.&O.E.									



SW38-6 THE LYNDE_Second Floor Elev B

Vendor Initials

Purchaser Initials

SCHEDULE C – SITE PLAN

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

Purchaser	Sample Sample				Purchaser					
Additional Purchasers										
Vendor	Country Wide Homes (Thornhill Estates) Inc.									
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft					Elevation	B CORNER	
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive			

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All plans and dimensions are approximate and subject to change at the discretion of the Vendor. Lot frontages refer to the minimum width of the lot at the building set back unless marked otherwise. Landscaping and park layout is artist's concept only. E & O. E.

- DETACHED 50 FT. SINGLES
- DETACHED 45 FT. SINGLES
- DETACHED 41 FT. SINGLES
- DETACHED 38 FT. SINGLES
- 20 FT. TOWNHOMES
- FUTURE RESIDENTIAL



AKRIDGE MEADOWS


Vendor Initials

ADG

Purchaser Initials

SCHEDULE D - CONDITIONS							
ORAL REPRESENTATIONS DO NOT FORM PART NOR CAN THEY AMEND THIS AGREEMENT							
Purchaser	Sample Sample			Purchaser			
Additional Purchasers							
Vendor	Country Wide Homes (Thornhill Estates) Inc.						
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft			Elevation	B CORNER
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive
VENDOR AGREES TO INCLUDE THE FOLLOWING ITEMS AS PART OF THE AGREEMENT							
<div>1. Solicitor’s Review March 31, 2021</div> <p>The Purchaser shall have a period of 5 business days from the date of the Purchaser’s execution of this Agreement to have the Purchaser’s solicitor review the form and content of the Agreement and to set out in writing to the Vendor’s solicitor any specific comments with respect to the form and content of the Agreement, which comments shall at all times be commercially reasonably. The Vendor agrees that it will permit such review to this Agreement as the Vendor’s solicitor deems acceptable and the parties hereto covenant and agree that the Agreement shall be amended in accordance with those comments requested by the Purchaser’s solicitor and as may be approved by the Vendor’s solicitor in its sole and unfettered discretion. If no comments are so approved by the Vendor’s solicitor, no amendments shall be deemed to be made to the Agreement. The Purchaser acknowledges and agrees that this paragraph does not grant the Purchaser a right to negotiate the terms and conditions of the Agreement nor does this paragraph grant the Purchaser a right of rescission or termination with regards to the Agreement.</p>							

Vendor Initials



Purchaser Initials

SCHEDULE H									
ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT									
Purchaser	Sample Sample				Purchaser				
Vendor	Country Wide Homes (Thornhill Estates) Inc.				Project	Oakridge Meadows			
Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft				Elevation	B CORNER	
SITE PLAN LOT #	305	Block #		Plan	65M-TBD	Street	William Logan Drive		

HARMONIZED SALES TAX

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

WHEREAS the Government of Ontario has announced it’s intention to harmonize the Ontario Retail Sales Tax with the Federal Goods and Services Tax (the "HST") to take effect from July 1, 2010;

AND WHEREAS the parties have agreed to amend the Agreement of Purchase and Sale to which this schedule is attached to define their respective obligations for the payment of the HST;

SCHEDULE “HST”
FREEHOLD

The Purchaser shall, at his own cost and expense, be responsible for payment of all taxes including, without limitation, the tax eligible pursuant to the Excise Tax Act (commonly known as the "GST"), the HST (as defined hereinafter) and any transaction tax, value added tax, sales, use, or transfer tax and any increase in the rate of such taxes imposed by any of the Government of Canada, Government of Ontario and/or any other governmental and/or taxing authority (collectively, the "Government"), on all amounts payable under this Agreement, including, without limitation, for extras, changes and upgrades. Notwithstanding the foregoing, the Purchase Price for the Property includes a component equivalent to the HST (the "Amount") less the current new housing rebate or the like (collectively, the "Rebate") relating thereto. The Amount less the applicable new housing rebate is herein referred to as the "Included Tax". The Government of Ontario has announced its intention to harmonize the Ontario retail sales tax with the GST (the "HST") to take effect on July 1, 2010, subject to legislative approval. The Purchaser agrees that the HST, including the provincial portion thereof, applies to this transaction and the Purchase Price does include the entire HST, net of the Ontario new housing rebate. The Purchaser shall assign a form required by the Vendor or 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 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 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.

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

May 2, 2019

ADG

SCHEDULE P – PRIVACY									
ORAL REPRESENTATIONS DO NOT FORM PART NOR CAN THEY AMEND THIS AGREEMENT									
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Additional Purchasers									
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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 and/or disclosing the Purchaser’s name 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 Dwelling (including, without limitation, gas, electricity, water, telephone, cable and/or satellite TV.) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Dwelling; and
- (C) the Vendor’s trades and sub-trades engaged in the construction of the Dwelling for the purposes of completing the Dwelling or resolving any deficiencies or work in connection with the Dwelling or listed on any Pre-Delivery Inspection, 30 day or 1 Year Deficiency Lists.
- (D) the Vendor’s consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement.

The Purchaser(s) also acknowledges and consents to the Purchaser’s name and personal information remaining in the Vendor’s file for the uses and purposes set out above.

Vendor Initials


ADG

Purchaser Initials

SCHEDULE W – WARNING CLAUSES									
ORAL REPRESENTATIONS DO NOT FORM PART NOR CAN THEY AMEND THIS AGREEMENT									
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Additional Purchasers									
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Model Type	SW38-06	Model Name	LYNDLE (SW38-06) 2876 sq.ft					Elevation	B CORNER
Site Plan Lot #	305	Block #		Plan #	65M-TBD	Street	William Logan Drive		

Furtherance of the provisions of paragraph 11(a), 11(b), 11(c) of Schedule X annexed to the Agreement of Purchase and Sale: The Vendor has not received from the Municipality notices required under the subdivision agreement that are to be provided to the Purchaser. These notices include, but are not limited to, land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, notice ad/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, sidewalk locations, the location of street furniture and 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. In the event that notices are not yet available, or it they are amended by the Municipality or are inadvertently omitted or misquoted by the Vendor, then a copy of the notices revised as necessary shall be mailed to the Purchaser’s address as shown on this Agreement or to the Purchaser’s solicitor and such notice shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such notice and covenants and agrees to execute forthwith upon request an acknowledgement containing such notice if and when requested to do so by the Vendor. The Vendor shall provide the Purchaser(s) with the specific notices required under the subdivision agreement when such notices are available to the Vendor and the Purchaser shall execute a replacement Schedule W1 which shall incorporate such notices and which replacement schedule shall form part of the Agreement of Purchase and Sale.

Vendor Initials



Purchaser Initials

SCHEDULE X

1. ADJUSTMENTS

- a) The hot water heater and tank may not be included in the Purchase Price and shall remain chattel property. The Purchaser acknowledges that the “hot water tank” is a lease and agrees to execute a Lease Agreement with the Vendor’s designated supplier and agrees to take all necessary steps to assume immediately on closing charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The water meter is not included in the purchase if it is not the Property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service or installation of the water meter and the cost of hydro installation and connection fee. The Purchaser shall pay the Vendor on closing for any recycling container, green bin or kitchen collector charges imposed upon the Vendor by the Developer or the Municipality.
- b) Taxes, fuel, water rates, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor’s undertaking to pay realty taxes once individually assessed against this Property and agrees to pay on closing a deposit to be readjusted and to be applied on account of the Purchaser’s portion of realty taxes a plicable 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 Date shall be the sole responsibility of the Purchaser.
- c) The Purchaser shall pay to the Vendor on closing the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of the Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument.
- d) The Vendor represents and warrants that it is registered as a builder under the Act, as hereinafter defined, and that the Dwelling is or will be enrolled under the Act. The Purchaser covenants and agrees to reimburse the Vendor on closing for the enrolment fee paid by the Vendor for the Dwelling under the Act.
- e) In the event that any level of government including, without limiting the generality of the foregoing, federal, provincial or municipal , shall impose a levy, development charge, impost charge or tax against the Property (the “New Charge”) or increase any levy, development charge, impost charge or any other charge or tax (the “Increase”) after the date of signing of this agreement by both parties, the Purchaser shall pay to the Vendor in addition to the Purchase Price an amount equal to the New Charge and/or Increase which amount will be added to the Statement of Adjustments and payable on the Closing Date.
- f) The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on chattels which are purchased in this transaction as a charge on closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.
- g) All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser’s obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of 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.
- h) 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 set forth in Paragraph 1(f) hereof, and 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 monies have been received by the Vendor.
- i) The Purchaser shall provide a refundable deposit on the Closing Date (the “Security Deposit”) to secure compliance with the Purchaser’s obligations hereunder including, without limitation, the Purchaser’s grading and subdivision damage covenants. Such Security Deposit shall be equal to the lesser of point three percent (.3%) of the Purchase Price or Two-Thousand-Five-Hundred Dollars (\$2,500.00), all re-adjustments, without interest, to be made forthwith upon municipal assumption of subdivision services.
- j) In the event the Vendor has undertaken an obligation to the Subdivider to contribute to the cost of subdivision esthetic enha ncement such as boulevard treatment or improvement, or landscaping, or subdivision entrance features, or corner lot fencing, or fences or retaining walls, in the subdivision, the Purchaser shall, on closing, reimburse the Vendor as to the cost thereof for the Property, the cost to be absolutely determined and apportioned by statutory declaration sworn on the part of the Vendor.
- k) A One Hundred Fifty Dollar (\$150.00) administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned “N.S.F.” or upon which a “stop payment” has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively “Returned Cheque”) and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each Returned Cheque and shall be paid on the Closing Date.

2. PRE-CONSTRUCTION APPROVALS

- a)Notwithstanding the closing of this transaction, the Purchaser’s covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date. 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 completio n or correction of sodding, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including insta llation 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 can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing, air conditioning unit or decking nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained final lot certification from the Municipality and the Subdivider or 2 years from date of closing whichever is the latter. 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.
- c) The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Subdivider of the Property (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) This Agreement is conditional upon compliance with the subdivision control requirements of the Planning Act (Ontario) which compliance shall be obtained by the Vendor at its sole expense, on or before closing.
- f) All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever will be permitted to the aforementioned and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme chosen by the Vendor and any changes to the exterior colour schemes as may be approved by Architectural Control from time to time.


SCHEDULE X

- g) The Purchaser acknowledges and agrees that in the event the dwelling unit being purchased herein is a semi-detached dwelling unit, the lot upon which such semi-detached 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.
- h) The Purchaser covenants and agrees that should the Purchaser request any changes such as but not limited to lot change, elevation change, model type change which would require a Mutual Release of this Agreement of Purchase and Sale and a new Agreement of Purchase and Sale prepared, the Purchaser shall be required to pay to the Vendor an administration fee of One Thousand Five Hundred Dollars (\$1,500) together with HST plus any additional costs associated with the requested change prior to the Vendor agreeing to process such a change.

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 “A” annexed hereto. If, for any reason, except the Vendor’s wilful neglect, the Dwelling is not completed, utility services are not operative, or the Dwelling has not been approved for occupancy by the Municipality on or before the Closing Date, the Purchaser agrees to grant, and hereby grants such reasonable extension or extensions of time for completion of the foregoing as may be required by the Vendor , and the Closing Date shall be extended accordingly. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and the Purchaser agrees in such case to close this transaction, without holdback of any part of the Purchase Price, on the Vendor’s undertaking given pursuant to Paragraph 4(a) 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. Subject to the foregoing, if the Dwelling is not completed on or before the original or extended Closing Date, or if the said Dwelling type cannot be sited or built on the Property in accordance with the requirements of the Municipality, the Vendor may cancel this Agreement and the Purchaser shall be entitled to a refund of the deposit monies, without interest, subject to deductions for any extras ordered by the Purchaser, if such extras have already been included in the Dwelling, but in no event shall the Vendor or the real estate broker, if any, described in this Agreement or any of its agents (collectively, the “Broker”) be liable for any damages or costs whatsoever. The Vendor shall not be obliged to provide the Purchaser or his solicitor with an Occupancy Permit, a provisional Occupancy Permit or any other evidence whatsoever that the Purchaser is entitled to take occupancy of the Property save and except if required by the Municipality.
- 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, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, 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 or to eliminate side windows on such Dwelling as may be required by the Municipality sideyard set back restrictions. 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 determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, or any door from the garage to the interior (if grade permits) 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), the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor’s obligation as to construction of the Dwelling type hereinbefore described. In the event a landing or series of steps are required at a door from the garage to the interior, the Purchaser(s) agree to pay the additional cost involved (such cost shall be absolutely determined by Statutory Declaration sworn on the part of the Vendor) as an adjustment on closing.
- 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 or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement 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 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 or rear deck, as the case may be (such costs shall be absolutely determined by Statutory Declaration sworn on the part of the Vendor).
- e) The Purchaser acknowledges that certain lots within the subdivision may require catch basins in the rear yard and associated leads and that hydro transformers, telephone/cable pedestals and/or boxes, street light poles and hydrants or any other street furniture will front onto certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any retaining walls, catch basins, fencing, landscaping or other subdivision enhancement features 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 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 and its 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 in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed for any reason whatsoever save and except for the default of the Vendor. 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 in the manner following, 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 deemed to have been 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 Date 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.

Vendor Initials



Purchaser Initials

SCHEDULE X

- 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 cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in 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 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 plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser.
- i) All dimensions and specifications on sales brochures and other sales aids are artists' concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Codes. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanicals being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate theft of air-conditioning units when they are installed prior to the Closing Date. 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 seven (7) days after the Closing Date. 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 Date. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing date, the Purchaser shall make written request therefor, such request to be received not later than thirty (30) days prior to the Closing Date by way of separate written request addressed to the Vendor's solicitor. 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 date and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.
- j) Where any portion of any pre-existing fence (not installed by the vendor) is within twelve (12) centimeters 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 of the lot only without a Dwelling Unit (or the fair market value of the lot only without a Dwelling Unit as determined by the Vendor at its sole discretion) by the ratio of the area of the Unpermitted Encroachment to the total area of the Property.
- k) On those lots where a fencing structure (chain link, privacy and/or acoustical) is or will be installed as required by the municipality and/or any other applicable governing authority in accordance with the requirements of the Subdivision Agreement, the Purchaser is hereby notified and acknowledges and agrees that such fencing structure shall be located completely within the Purchaser's property and agrees to maintain such fencing structure to the satisfaction of the appropriate authority. Such fencing structures shall be deemed not to be an encroachment and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without any abatement of the Purchase Price.

4. COMPLETION AND TARION (ONTARIO NEW HOME WARRANTY) INSPECTION

- a) The Vendor agrees to make available, and the parties hereto acknowledge and agree that the Purchaser and/or the "Purchaser's Designate" agrees to meet with a representative of the Vendor during the seven day working period immediately prior to closing to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of Schedule X Paragraph 3(a). The Purchaser acknowledges and agrees that the **Purchaser shall be entitled to a maximum of one (1) person as "Designate" to either attend the Pre-Delivery Orientation (PDI) together with the Purchaser or to be appointed to conduct the Pre-Delivery Orientation (PDI) on the Purchaser's behalf.** The Purchaser or the Purchaser's Designate shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor. No other access, except with a representative of the Vendor, will be permitted and will be deemed a trespass. The Purchaser and/or the Purchaser's Designate 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 fines incurred as a result of non-compliance with these provisions by the Purchaser or the Purchaser's Designate. The Purchaser is to arrange the inspection with a representative of the Vendor and is to give the representative of the Vendor at least five (5) days prior notice of the said inspection. In the event the Purchaser has chosen to send a Designate to the Pre-Delivery Orientation in his/her place, the Vendor will require written authorization indicating the identity of the Designate and that the Purchaser has given the Designate authority to attend the PDI on his/her behalf and must provide the Vendor with an executed "Appointment of Designate for Pre-Delivery Inspection" form prior to the PDI. In the event of any items remaining uncompleted at the time of such inspection, only such uncompleted items shall be listed by the Vendor on the form of Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act (the "Act"), which the Purchaser or the Purchaser's Designate covenants to execute and which Certificate of Completion and Possession shall constitute the Vendor's only undertaking to complete the said uncompleted items and the dwelling. The Purchaser agrees that such uncompleted items as are included in the Certificate of Completion and Possession represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession. The Vendor shall complete such items as are contained in the Certificate of Completion and Possession within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the said Certificate of Completion and Possession. The warranties given under the Act replace any warranties at law or otherwise. In the event the Purchaser has omitted to execute the Certificate of Completion and Possession prior to the Closing Date, the Vendor shall have the right to extend the Closing Date for a further period of seven (7) days by notice in writing delivered to or mailed to the Purchaser or to his Solicitor and, in the event the Purchaser has not completed an inspection and executed a Certificate of Completion and Possession prior to the extended Closing Date as aforesaid, this Agreement shall, at the Vendor's sole option, be at an end and the Purchaser agrees that the deposit monies paid by the Purchaser hereunder shall be forfeited to the Vendor in addition to and without prejudice to any other remedy available to the Vendor arising out of such default. The Purchaser (or the Purchaser's Designate) further agrees to have noted at the time of inspection on the form of Certificate of Completion and Possession any damages or defects found on the Dwelling's floor coverings, kitchen and bathroom cabinetry including countertops, bath tubs, sinks, toilets and other finished plumbing (these deficiencies listed on the form will be the limit of the Vendor's repairs to these items to be completed before or within a reasonable time after closing, subject to availability of material and trades).
- b) The Purchaser acknowledges that a "Homeowner Information Package" ("HIP") is available from TARION and that the Vendor will deliver one to the Purchaser at or before the Pre-Delivery Orientation (PDI). The Purchaser covenants and agrees to execute a confirmation of receipt of the HIP forthwith upon receipt thereof from the vendor.

Schedule X as of May 15, 2020 – New E-signature Clause

Vendor Initials

ADG

Purchaser Initials

SCHEDULE X

5. CONVEYANCE

a) 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 Occupancy Agreement. From and after the date of possession the Purchaser shall be responsible for realty taxes, water, hydro, gas and other public or private utilities. 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 adjustments 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.

6. 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 service, T.V. transmission system, 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, or other attachments to the roofs, 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 .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 sixty (60) days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this Agreement shall (except for the Purchaser’s obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit 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. Any tender of documents or money or giving of notice herein may be made or given either upon or to the party hereto or his solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule “A” chartered bank. Provided further, that tender for any reason by the Vendor shall be deemed as sufficiently made when the Vendor or its solicitor appears at the recording Land Registry Office for the Property at two p.m. (or such other time agreed to by the parties) on the Closing Date or any extension thereof, and tender shall accordingly be deemed to have been sufficiently made by the Vendor notwithstanding the non-appearance of the Purchaser or his solicitor at such date. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment. Vendor covenants and agrees to provide a building location survey to the purchaser’s solicitor prior to closing.
- 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 licenses for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water and cable television, as well as any rights or easements reserved by the Vendor for maintenance purposes and roof overhangs, if necessary on or about the Property. 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.
- c) In the event the Property borders 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 Vendor may have agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall be terminated, all deposit monies shall be repaid to the Purchaser without interest or deduction, and all parties hereto shall be relieved of any liability or obligation hereunder.
- g) The Purchaser agrees to provide the Vendor’s Solicitor with a written direction as to whom title is to be conveyed no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby 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.
- h) 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.
- i) In the event that this Agreement provides for any event to occur on a date which is Saturday, Sunday or a Statutory Holiday, such event shall occur on the first business day immediately thereafter.
- j) Keys will be released to the Purchaser at the registry office or the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pick-up the keys by five o’clock (5:00) pm 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” shall mean Monday to Friday excluding Statutory holidays in the province of Ontario). 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.
- k) The Purchaser acknowledges and agrees that the Vendor shall have the right to request from the Purchaser at any time and from time to time mortgage approval/qualification information. This information will be required forthwith after the time of purchase and will be updated on a regular basis to permit the Vendor to assess the Purchaser’s ability to complete the purchase of the dwelling on a timely basis.

7.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 or fences are located within six (6) feet of an external wall, the Purchaser will remove such addition and/or improvements 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, 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.

Schedule X as of May 15, 2020 – New E-signature Clause

Vendor Initials

ADG

Purchaser Initials

SCHEDULE X

- 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 Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made 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.
- 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 twenty-four months after the Closing Date or such longer period which is equivalent to the warranty period under the 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 around 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 b e 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 hydro.
- h) The Purchaser agrees that after closing, if required by the Municipality or any public utility such as the local hydro -electric authority, gas company or Bell Canada, he will grant an easement for the installation and maintenance of sewers, water mains, lines or any other similar installations.

8. 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 therein, 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.

9. 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 of 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 of Purchase and Sale null an d 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, 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 Agreement of Purchase and Sale 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 by the “Act”.
- 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 “ACT”.
- c) The Purchaser covenants and agrees that it will not be entitled nor permitted to enter upon the Property prior to the Closing Date 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 of Purchase and Sale.

10. CONTRACT

- a) This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. 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 constituted substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. Without prejudice to the Vendor’s rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out 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 l2% 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 cr edit 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 of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, colla teral 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 damage to the Dwelling, however caused, the Vendor shall be entitled to the insura nce 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.
- b) The marginal notations or headings in this agreement are for convenience purposes only and do not form part of, or in any way amend or affect, the contents of the whole or any part of this Agreement. This Agreement shall be construed and interpreted by the courts of and in accordance with the Laws of the Province of Ontario, as such laws from time to time shall be in effect.

SCHEDULE X

11. SUBDIVISION AGREEMENT REQUIREMENTS

- a) The Purchaser acknowledges and agrees that title may on closing be subject to one or more subdivision or other development agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor 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 Date 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 acknowledges that the Subdivision Agreement entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices ("Notices"), including, but not limited to, land usage, maintenance of Municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, sidewalk locations, 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. In the event the Subdivision 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 herein, 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 shown on this Agreement or to the Purchaser's solicitor and such mailing shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgement containing such notice if and when requested to do so by the Vendor.

12. COLOUR AND MATERIAL SELECTION

- a) Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within ten (10) 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 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, he 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 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 three (3) days 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 or other work 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 ten (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 and/or an Upgrade/Revisions form will not be deemed to be part of the Agreement of Purchase and Sale.
- 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) The Vendor expressly makes no representation, warranty, guarantee or collateral agreement with respect to workmanship or materials relating to the construction of the dwelling or any of the Vendor's finishings supplied and installed in the dwelling except for those warran ties deemed to be given by the Vendor of a residential home as set out in the Ontario New Home Warranties Act. In satisfaction of such warranties, the Vendo r may provide the Purchaser with the full benefit of any warranties or guarantees obtained by it from manufacturers or suppliers of any home appliances sold to the Purchaser as part of this transaction, to the extent it is able to do so pursuant to the terms of such warranties or guarantees, and the Purchaser agrees to accept such warranties and guarantees in lieu of any other warranties or guarantees, expressed or implied, at equity or at law.

13. MODEL HOMES

- a) The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which he has viewed and not from a model. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, up-graded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, lighting, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alarm systems, landscaping, 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 consist of only those items listed on Schedule "A".
- b) Notwithstanding anything herein written, if at the time that this Agreement of Purchase and sale 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 i n accordance with any other representations herein contained.
- c) The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales representatives are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordi ngly, the Purchaser acknowledges that no representations have been made to the Purchaser, upon which the Purchaser relies, and which were essential to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior and/or seek tax advice to signing same. Failure to do so will be at the sole option of the purchaser(s).
- d) The Purchaser(s) confirm and acknowledge and consent to the fact that the Vendor's Agent or any other representative or agent of the Vendor acts as an agent only for the Vendor and will be compensated only by the Vendor. The Purchaser(s) hereby acknowledge that the listing broker represents the interests of the Vendor and the Purchaser, and there has been, and is, dual agency. The Vendor and the Purchaser acknowledge and consent to such dual agency and release the Broker of duty of confidentiality regarding the transaction.

SCHEDULE X

14. TARION

- a) DISCLOSURE: Purchasers should note that the Agreement may contain provisions about some or all of the following:
- (i) There may be rights or conditions by which the Vendor may terminate this Agreement regardless of whether or not the Purchaser is in default;
 - (ii) It may be a condition of closing that the Purchaser be approved by mortgage lender(s);
 - (iii) The rate payable on any mortgage in the Agreement may be subject to increase;
 - (iv) The Vendor may have the right to alter plans and specifications or substitute materials without notice;
 - (v) The purchase price in the Agreement may be increased or adjusted by certain additional costs or charges. (In addition, purchasers are advised that on closing and registration, certain fees and taxes will be payable to the Province of Ontario.)
 - (vi) If the Purchaser cannot identify or understand any of these provisions the Purchaser should discuss them with the Vendor or salesperson.
 - (vii) The Purchaser is advised to consult a solicitor before signing the Agreement.
- b) PLANNING STATUS: The current planning status of the land is:
- (i) if the land in the Agreement is within a Plan of Subdivision, the Plan of Subdivision IS/IS NOT REGISTERED; and
 - (ii) A building permit for construction of the dwelling IS/IS NOT available for issuance by the municipality after application has been submitted and all municipal review completed.
- c) ONTARIO NEW HOME WARRANTIES PLAN
- (iii) The Ontario New Home Warranties Plan registration number for the Builder is as noted on the front page of the Agreement of Purchase & Sale
 - (iv) The enrolment number for the dwelling will be provided at the time of the Pre-Delivery Orientation
- d) BUILDER
- (i) For further information about this Agreement and your home, the Vendor may be contacted at: 1500 Highway 7, Concord, ON L4K 5Y4 (Telephone 905-907-1500, Fax 905-907-1501)
 - (ii) It is recommended that the Purchaser contact the Vendor prior to the closing date to determine that construction is proceeding on schedule and that closing may occur on time.

e) EXTENSION AND TERMINATION

The Vendor shall take all reasonable steps to construct the dwelling without delay. If the Vendor cannot close the transaction by the closing date listed in the Agreement, any extensions taken will follow the rules outlined by the Tarion addendum. This addendum, including the accompanying “Statement of Critical Dates” forms part of the Agreement of Purchase and Sale between the Vendor and the Purchaser relating to the property. It 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. 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. For further information about anything contained in the Tarion addendum or about the warranties available to purchasers under the Ontario New Home Warranties Plan Act, please contact the Ontario New Home Warranty Program, toll free, at 1-888-463-6466 during regular business hours, Monday through Friday.

15. H.S.T. CLAUSE

- a) The Purchase Price includes the federal goods and services tax (the “HST”) arising from this transaction. The Purchaser shall assign (in form required by the Vendor or the Government of Canada) to the Vendor all of its right, title and interest in any refund, credit, rebate or the like (the “Rebate”) of the HST 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 closing, such applications, documents and affidavits as may be required by the Vendor and the Government of Canada to establish the Purchaser’s entitlement to the Rebate. In this regard, the Purchaser represents and warrants that the Purchaser is acquiring the Dwelling for his or his relative’s primary place of residence within the meaning of the Excise Tax Act. If it is determined by the Vendor that the Purchaser has not acquired the Dwelling for his or his relatives primary place of residence and is not entitled to the Rebate, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor the amount of the Rebate, (which shall, if the Vendor requires, be paid on closing as a requirement of closing), and until so paid, the amount of the Rebate shall form a charge against the Dwelling which charge shall be recoverable by the Vendor in the same manner as a mortgage in default.
- b) The Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on closing in relation to a construction, financing or timing change, such credit shall be reflected as a reduction in the Purchase Price so as to minimize the amount of the HST payable. The Purchaser further acknowledges that where the Vendor has agreed to provide an inducement or incentive relating to the payment of the Purchaser’s mortgage interest (the “prepaid interest”), the Purchase Price shall be automatically reduced by the amount of the prepaid interest, and the Purchaser shall reimburse the Vendor on closing with the amount of the prepaid interest, which reimbursement shall be shown as a credit to the Vendor on the statement of adjustments. The amount of the prepaid interest shall be absolutely determined by a Statutory Declaration of an Officer of the Vendor.
- c) Notwithstanding that the Purchase Price is inclusive of the HST, the Purchaser shall, at his own cost and expense, be responsible for payment of the HST on all closing adjustments and amounts payable for extras and any increase in the rate of HST after the date hereof.

16. ELECTRONIC REGISTRATION

- a) In the event that 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, then at the option of the Vendor’s solicitor, the following provisions shall prevail, namely:
- b) 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;
- c) 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;
- d) 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 time of 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;
- e) the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed 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/deed for registration;

Vendor Initials

ADG

Purchaser Initials

SCHEDULE X

- f) 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
- g) 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 specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitor; 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.

17. DELIVERY OF DOCUMENTS

Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein, or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number. FACSIMILIE NUMBER: 905-907-1501.

18. IRREVOCABLE DATE


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 Offer shall be void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the Closing Date, on which date vacant possession of the Dwelling is to be given to the Purchaser.

19. ELECTRONIC SIGNATURE

The Vendor and Purchaser acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature.

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

Vendor Initials



Purchaser Initials

**Freehold Form
(Tentative Closing Date)**

Property Lot: 305 William Logan Drive
Town of Richmond Hill

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 Country Wide Homes (Thornhill Estates) Inc

Full Name (s)

PURCHASER Sample Sample

Full Name(s)

1. Critical Dates

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

the **23** day of **August** , **2022** .

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

the **21** day of **December** , **2022** .

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

the **20** day of **April** , **2023** .

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

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

the **21** day of **December** , **2023** .

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than:

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

Notice of a second delay in Closing must be given no later than:

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

the **25** day of **May** , **2022** .

the **22** day of **September** , **2022** .

3. Purchaser's Termination Period

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

the **22** day of **January** , **2024** .

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 24 day of March , 2021 .

VENDOR: _____

PURCHASER: _____

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR	Country Wide Homes (Thornhill Estates) Inc			
	Full Name(s)			
	#35054	1500 Highway 7		
	HCRA Licence Number	Address		
	905-907-1500	Concord	Ontario	L4K 5Y4
	Phone	City	Province	Postal Code
	905-907-1501	OakridgeSales@countrywidehomes.ca		
	Fax	Email *		

PURCHASER	Sample Sample			
	Full Name(s)			
	Sample	Sample	ONTARIO	LLLLL
	Address	City	Province	Postal Code
	(416) 888-8888 (416) 888-8888			
	Phone			
	N/A	sample@hotmail.com		
	Fax	Email *		

PROPERTY DESCRIPTION	Street: William Logan Drive			
	Municipal Address			
	Richmond Hill	Ontario	N/A	
	City	Province	Postal Code	
	Lot: 305 65M-TBD			
	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

☐ No

If yes, the plan of subdivision is registered.

☐ Yes

☒ No

If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

☒ Yes

☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:

(i) water capacity; and (ii) sewage capacity to service the Property.

☒ Yes

☐ No

If yes, the nature of the confirmation is as follows: Draft Plan Approval

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

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

☐ Yes

☒ No
- (d) Commencement of Construction: ☐ has occurred; or ☒ is expected to occur by the 22 day of September, 2022

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

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

Vendor Initials



Purchaser Initials

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Freehold Form
(Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

Vendor Initials

ADG

Purchaser Initials

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Freehold Form
(Tentative Closing Date)

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

Freehold Form
(Tentative Closing Date)

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

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

Vendor Initials

ADG

Purchaser Initials

Freehold Form
(Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

Freehold Form
(Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

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(Tentative Closing Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

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15. Disputes Regarding Termination

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

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Freehold Form
(Tentative Closing Date)

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

SCHEDULE B (TARION)

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.

- 1. LAW SOCIETY FEE
Section 1(c) of Schedule "X"
\$65.00
- 2. SECURITY (GRADING) DEPOSIT
Section 1(i) of Schedule "X"
\$2,500.00
- 3. N.S.F. ADMINISTRATIVE FEE (if applicable)
Section 1(k) of Schedule "X"
\$150.00 plus applicable taxes

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

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

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

- 1. WATER METER & HYDRO METER INSTALLATION
Section 1 (a) of Schedule "X"
- 2. HOT WATER HEATER AND TANK RENTAL
(if applicable)
Section 1(a) of Schedule "X"
- 3. CHARGES FOR HYDRO, WATER AND OTHER SERVICES
Section 1(a) of Schedule "X"
- 4. REALTY TAXES, FUEL, WATER RATES, ASSESSMENT RATES, LOCAL IMPROVEMENT RATES ETC
Section 1(b) of Schedule "X"
- 5. ONTARIO NEW HOME WARRANTIES PLAN ACT ENROLMENT FEE
Section 1(d) of Schedule "X"
- 6. LEVIES / CHARGES ETC.
Section 1(e) of Schedule "X"
- 7. INTEREST ON UNPAID SUMS / PURCHASER BREACH / DELAY (if applicable)
Section 1(g) and Section 10 (a) of Schedule "X"
- 8. VENDOR’S LIEN FEES (if applicable)
Section 1(h) of Schedule "X"
- 9. COSTS OF SUBDIVISION ESTHETIC ENHANCEMENT (if applicable)
Section 1(j) of Schedule "X"
- 10. COST TO RECTIFY DAMAGE OR ALTERATION TO ANY SUBDIVISION SERVICE / LIEN / REMOVAL OF ADDITIONS/IMPROVEMENTS AND/OR GRADE ALTERATIONS (if applicable)
Section 2(b) of Schedule "X"

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- 11. COST RE WALK-OUT BASEMENT, REAR DECK OR ADDITIONAL STEPS (if applicable)
Section 3(c) and (d) of Schedule "X"
- 12. UPGRADES, COLOUR AND MATERIAL SELECTIONS (if applicable)
The Purchaser shall reimburse the Vendor, on or before closing, for the purchase of upgrades. Section 3 (g) of Schedule "X". As well as items detailed in Section 12 (b) and (d) of Schedule "X" (if applicable).
- 13. MODEL, LOT AND/OR ELEVATION CHANGE (if applicable)
Section 2 (h) of Schedule "X"
- 14. COSTS TO CORRECT DAMAGES CAUSED BY UNLAWFUL WORKS (IF APPLICABLE)
Section 9(a) of Schedule "X"
- 15. COSTS, LOSSES AND DAMAGES ARISING OUT OF DEFAULT / INTEREST
Section 10(a) of Schedule "X"
- 16. PAYMENT OF HST REBATE (if applicable)
Section 15 of Schedule "X"

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

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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/learning hub**

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Continued...

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

About Tarion

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

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

Find more warranty information at Tarion.com



Purchaser's Agency Disclosure Acknowledgement

The Purchaser(s) hereby acknowledge Your Advocates Realty Inc.

has an agency relationship with the Vendor: Country Wide Homes (Thornhill Estates) 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 an on behalf of the principal. The principal will define the nature and extent of the 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 "utmost faith", the agent must represent the principals (vendors) best interests at all times. The agent owes his principal (vendor) a duty of confidentiality regarding information about the principal (vendor). However, the purchaser can expect the Realtor to disclose all pertinent information about the property, not to misrepresent any facts, and to honestly answer all questions about the property. This has been a usual form of relationship for many years in the real estate industry.

As Purchaser, I/we confirm and acknowledge being advised that, and consent to
the fact that Christina Lucchesi acts as agent only for the Vendor
and will be compensated only by the Vendor.

Dated at 24 day of March, 2021.

Witness

Purchaser/Buyer

Sample Sample
(Please Print Name)

Witness

Purchaser/Buyer

(Please Print Name)