

Agreement of Purchase and Sale

OFFER

1. Through P2 Realty Inc., as agent for the Vendor, _____, ("the Purchaser") hereby offers to purchase the proposed Lot / Part of Lot _____ as shown on the attached plan, in the Town of Uxbridge (the "Real Property"), which Real Property shall include the house to be constructed thereon pursuant to this Agreement, including those features described in Schedules "A" and "B", (collectively the "Dwelling"), being type _____ Elevation _____, from Wentworth Homes Corp. (the "Vendor") on the terms and conditions contained in this Agreement, for \$ _____ (the "Purchase Price") payable:

(a) By payment of \$ _____ to the Vendor by cheque, payable from the date of this Offer and/or deposit payments dated as set forth;

Date: _____ Amount: \$ _____

(b) By payment of the balance of the Purchase Price, as adjusted pursuant to Paragraph 8, to the Vendor on Closing by bank draft or cheque certified from a Canadian Chartered Bank, trust company or credit union.

**SCHEDULES
AND
ADDENDUM**

2. Schedule(s) 1, 2, 3, A, B, C, D, E, F, G, H, I attached to this Agreement form a part of the Agreement (collectively "the Schedules"). The TARION Warranty Corporation's ("TARION") 'Warranty Information for New Freehold Homes', 'Statement of Critical Dates' and Addendum to Agreement of Purchase and Sale (the "Addendum"), the Coppin Forest Estates Home Owner's Manual, together with the appendix to the Addendum containing Additional Early Termination Conditions (if appended thereto) are attached to this Agreement and form a part of the Agreement. The Purchaser confirms it has read and agrees to be bound by the Schedules, the Statement of Critical Dates, the Addendum and the appendix to the Addendum containing Additional Early Termination Conditions (if appended thereto).

CLOSING

3. The date that this Agreement is to be completed (the "Closing") is defined in the Statement of Critical Dates and Addendum.

ACCEPTANCE

4. This offer shall be irrevocable by the Purchaser until 11:59 P.M. on _____, after which time, if not accepted, this offer shall be null and void. If accepted, this offer shall constitute a binding Agreement of Purchase and Sale.

SIGNED, SEALED AND DELIVERED on _____,

Purchaser _____, Purchaser _____

Name: _____ Name: _____

The Vendor hereby accepts the above offer, DATED on _____

Per: _____

Authorized Signing Officer

Vendor: <u>Wentworth Homes Corp.</u>	Purchaser Address:
Address: <u>2 Farr Avenue</u>	
<u>Sharon, ON L0G 1V0</u>	Tel:
Tel: <u>289-803-7933</u>	Tel:
Fax:	Email:
Email: <u>accounting@wentworthhomes.ca</u>	Email:

Vendor's Solicitor <u>HHL Law Firm</u>	Purchaser's Solicitor
<u>Gordon H. Hunter</u>	
Address <u>17360 Yonge St. Suite 200</u>	Address
<u>Newmarket, ON, L3Y7R6</u>	
Tel: <u>905-895-1007</u>	Tel:
Fax: <u>905-895-4064</u>	Fax:
Email:	Email:

SCHEDULE "1"

DEFINITIONS

5. Within this agreement:
 - (a) "Developer": means any predecessor in title to the Real Property who has entered into obligations with the Municipality for subdivision or servicing of the Real Property or any other party who may otherwise have the right as between it and the Vendor over architectural control of the Dwelling.
 - (b) "Municipality": means any municipal corporation, whether local or regional, having jurisdiction over the Real Property.
 - (c) "Levy" or "Levies": means all levies, developmental charges, education development charges, parkland levies or any impost or other charges imposed by a Municipality or private or public utility corporation in respect of the Real Property.

FINANCING

6. Within 20 days after the execution of this Agreement, the Purchaser shall deliver to the Vendor:
 - (a) a mortgage preapproval or a mortgage commitment from a bank, trust company, or other financial institution; or
 - (b) evidence from a bank, trust company, or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Real Property. If the Vendor determines in its sole and unfettered discretion that the evidence provided to its pursuant to Paragraph 6(b) is insufficient or not acceptable for the purposes of Closing, the Purchaser shall deliver a mortgage commitment for at least 75% of the Purchase Price to the Vendor within 20 days of request.

7. The Purchaser acknowledges and agrees that the failure of the Purchaser to deliver the documentation described at Paragraph 6 within the time periods described therein, shall be considered a material default of this Agreement.

ADJUSTMENTS AND DEPOSITS

8. The Purchase Price shall be increased or adjusted as of Closing or deposits paid as set out in sections (a) through (l), inclusive, of Schedule "2" ADJUSTMENT AND DEPOSITS.

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

The Purchaser agrees to pay after Closing any charges for water, hydro, fuel, and other services. The Parties agree to readjust any of the items in Schedule "2" where appropriate after Closing.

MODIFICATIONS AND PLANNING ACT COMPLIANCE

9. The parties shall accept minor modifications which the Developer or Municipality may require, including walkouts, narrowed driveway entrances, decks, side porches, or a reverse layout (mirror image). If the Real Property is a lot on a plan of subdivision which has not yet been registered, lot sizes or dimensions are also subject to change without notice provided they are not substantially varied.

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

CONSTRUCTION, COLOUR SELECTIONS, AND EXTRAS

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

If the stage of completion of the Dwelling permits, the Purchaser may be requested by the Vendor to select certain colours and materials from the Vendor's samples. If any selection of the Purchaser is not reasonably available during construction so that the Vendor is seeking to obtain it would be delayed in the construction of this or other dwellings, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples. If the Purchaser has not made or approved selections within ten (10) days of written request by the Vendor, or as set out in any schedule of this Agreement, in the case of original selections, or ten (10) days of written request in the case of an alternate selection, the Vendor may exercise all of the Purchaser's rights to colour and material selection and such selections by the Vendor shall be binding on the Purchaser.

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

The Purchaser will not enter the Real Property unless the Purchaser makes an appointment with the Vendor for a mutually agreeable time. Appointments are subject to the viability of a visit due to the stage of construction and/or concern for the Purchaser's safety at the Vendor's sole discretion. The Purchaser will be accompanied by a representative of the Vendor at all times during any visit. When entering the Real Property, the Purchaser agrees to abide to the Occupational Health and Safety Act regulations including safety gear for head and foot or any other apparel as required by the Vendor.

The Purchaser hereby acknowledges and agrees that the hot water heater to be installed will be a rental unit, rented from the Vendor's Supplier of choice (the "Supplier") and as such is not included in the Purchase Price. By entering into this Agreement of Purchase and Sale the Purchaser acknowledges and accepts that it will enter into a rental contract with the Supplier pursuant to the Supplier's standard terms and rates, as agreed upon with the Vendor, and hereby constitutes the Vendor, to the extent required, to act as its fully indemnified agent for the limited purpose of doing so.

OCCUPANCY & COMPLETION

11. For the purpose of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling reasonably may be occupied, notwithstanding that there may remain exterior work to be completed including, but not limited to, painting, driveway, grading, sodding, and landscaping. There shall be no holdback or deduction on Closing for uncompleted work. The requirement that the Vendor deliver evidence to the Purchaser that the Dwelling is ready for occupancy prior to Closing is described at Paragraph 9 of the Addendum.

TARION WARRANTY CORPORATION

12. (i) The parties hereto agree that the Purchaser or the Purchaser's designate (being a person designated by the Purchaser in writing as having authority to complete the Pre-Delivery Inspection and sign the PDI Form in a form acceptable to the Vendor) shall meet with the Vendor's representative at the date and time designated by the Vendor prior to the day of Closing, in order to conduct a pre-delivery inspection of the Dwelling (hereinafter referred to as the "Pre-Delivery Inspection"), and to list all incomplete, deficient or missing items with respect to the Dwelling on TARION's Pre-Delivery Inspection Form ("PDI Form") and to complete and sign the PDI Form and TARION's Certificate of Completion and Possession ("CCP"), in the forms prescribed from time to time by (and required to be completed pursuant to the provisions of) *The Ontario New Home Warranties Plan Act R.S.O. 1990*, as amended, and the regulations promulgated thereafter.

(ii) It is further understood and agreed that the most current version of TARION's Homeowner Information Package ("HIP") shall be delivered to the Purchaser by the Vendor no later than the date of the Pre-Delivery Inspection, and that the HIP is also available for the Purchaser's review or possession at any prior time, directly from TARION. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor TARION'S Confirmation of Receipt form acknowledging the Purchaser's receipt of the HIP forthwith upon receipt of same.

(iii) The Purchaser hereby irrevocably nominates and appoints the Vendor to be its lawful attorney in the Purchaser's name in order to execute the PDI Form, the CCP and/or the Confirmation of Receipt form in the event the Purchaser fails to do so when required by the terms hereof.

TITLE

13. Title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision or other agreements, covenants, and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights required by the Vendor, Developer, Municipality or other affecting authorities including utilities, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted. The Purchaser shall satisfy himself or herself as to compliance with such matters and any releases specifically contemplated in such agreements may be obtained by the Vendor subsequent to Closing. Title may also be subject to easements for maintenance or encroachment required for adjoining properties and to the encroachments permitted thereby. If any of the foregoing easements, restrictions or rights are required to be created after Closing the Purchaser shall execute any documents needed. The rights of re-entry referred to in Paragraph 17 shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser.

Municipal subdivision agreements regulate development. The Purchaser should inquire of the Municipality on whether the applicable subdivision agreement contains special warnings, construction or servicing requirements, easement, fences or berms or other matters affecting the Real Property.

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

The Vendor shall provide a foundation survey of the Real Property at or before closing.

PRIOR MORTGAGES

14. Title to the Real Property may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor's written undertaking to remove such encumbrance on title within a reasonable time after Closing if accompanied by,

(i) a written statement from the mortgagee of the amount required to be paid to obtain a discharge of the Real Property together with a direction from the Vendor permitting payment to that mortgagee of such amount by the Purchaser; or

(ii) written confirmation by the mortgagee that a discharge will be available without any action or payment on the part of the Purchaser or Vendor;

(iii) together with an undertaking by the Vendor's solicitors to remit to the mortgagee any funds directed to it pursuant to 14 (i) above and to register any such discharge when received by them.

RISK

15. The Dwelling shall remain at the Vendor's risk until Closing. If the Dwelling is damaged prior to Closing, the Vendor shall repair the damage, finish the Dwelling and complete the sale, subject to any Unavoidable Delay, as such term is defined at Page 4 of the Addendum.

TRANSFER

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

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

AFTER CLOSING

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

The Purchaser shall not alter the grading or drainage pattern of the Real Property in any way and shall not construct any fences, pools, patios, sheds, or similar structures prior to final grading approval without the Vendor's consent. Some settlement of the lands is to be expected and the Purchaser shall repair minor settlement.

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

The Purchaser acknowledges the following:

- a) the Vendor shall not be liable for any damaged or diseased trees on the Real Property however caused and that the Purchaser assumes full responsibility for care, removal and replacement of such trees, provided that no trees may be removed from the Real Property except in conformance with the provisions of the municipal subdivision or other agreement affecting the Dwelling;
- b) the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when seasonably feasible and according to the Vendor's work programme 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;
- c) final lot grading and sodding may not be completed until the year following the year of occupancy, and the Purchaser agrees that the timing for the completion of same shall be at the Vendor's sole discretion subject to Registrar Bulletin 1;
- d) the Developer has agreed to provide and pay for paved roads, curbs, street lighting, sanitary and storm sewers and such other private or public services along the public highways as required by the Municipality or the municipal subdivision agreements; and
- e) a sidewalk, if any, will be installed by the Developer in accordance with the appropriate municipal subdivision agreement.

**NON
ASSIGNABLE**

18. This Agreement is personal to the Purchaser and may not be assigned other than to the Purchaser's spouse without the Vendor's written approval. Prior to closing, the Purchaser covenants that it shall not advertise or list or enter into an agreement to sell the Real Property for resale without the Vendor's prior written approval in its sole discretion.

**CLOSING AND
TENDER**

19. The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of Paragraph 24 of this Agreement, may be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the Vendor's Solicitors' office at 12:00 p.m. on the Closing Date or the Firm Occupancy Date as the case may be and remaining there until 5:00 p.m. and is ready, willing and able to complete the transaction. In the event the Purchaser or their Solicitor fails to provide the Purchaser's signed documents and closing funds by noon on the Closing Date, such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on Closing, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with Paragraph 14 ("Prior Mortgages") hereof in the event that the Purchaser completed this transaction. The Purchaser further acknowledges and agrees that the key(s) to the property may be released to him directly from the sales office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party thereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it..

**WHOLE
AGREEMENT**

20. The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting the Agreement or the Real Property except as contained in this Agreement. Any statement or representation made by Agents or employees of the Vendor or contained in any sales brochures or in any other document shall not be legally binding upon the Vendor unless contained in this Agreement. This Agreement may not be amended other than in writing.

INTERPRETATION

21. This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement.

**RESIDENCY AND
FAMILY LAW ACT**

22. The Vendor represents that it is not a non-resident for the purposes of Section 116 of the Income Tax Act, Canada, and that spousal consent is not necessary to this transaction under the provisions of the Family Law Act.

**NO
REGISTRATION**

23. The Purchaser confirms that this Agreement does not create an interest in the Real Property. The Purchaser will not at any time register or permit to be registered on title to the Real Property, this Agreement or a notice or assignment or transfer thereof or a caution, purchaser's lien or certificate of pending litigation or any encumbrance or cloud or other document whatsoever, and any such registration shall permit the Vendor to exercise any of its remedies set forth in this Agreement or at law, including the right of the Vendor to terminate this Agreement subject to the provisions of the Ontario New Home Warranties Plan Act, whereupon the Deposit may, in addition to any other remedy hereunder or at law available to the Vendor, be fortified as liquidated damages.

ELECTRONIC REGISTRATION

24. As the electronic registration system (hereinafter referred to as the **Teraview Electronic Registration System** or **TERS**) is operative in the applicable Land Titles Office in which the Property is registered, the following provisions shall prevail:

- (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Ontario 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 and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors prior to the Closing Date.
- (b) The delivery and exchange of documents, monies and keys to 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 registrable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) The Purchaser expressly acknowledges and agrees that they 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 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.
- (d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property may be delivered to the other party hereto by telefax transmission (or by electronic transmission of electronically signed documents through the Internet) or email, provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature, unless the Purchaser is eligible for the Rebates, in which case the Purchaser shall deliver originally signed documents relating to same.
- (e) 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 and keys are made available for the Purchaser to pick up at the Vendor's construction site or customer service/sales office;
 - (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 TERS 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 provided that the Vendor's solicitor is able to do so without the Purchaser's solicitor's cooperation or participation;

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

GRADING

25. The Purchaser covenants that it will not at any time before or after Closing, without the prior written consent of the Vendor and the Developer, interfere with any drainage ditch completed by the Developer or take any steps which may result in the alteration or change of any grading or drainage or removal of top soil in contravention of the Developer's obligations under the applicable subdivision agreement. In such event, the Vendor or the Developer may enter upon the Real Property and correct such grading and remove any such obstructions at the Purchaser's expense to be paid forthwith upon demand. This covenant may be included in the Purchaser's transfer at the option of the Vendor.

The Purchaser further acknowledges that settlement may occur due to soil disturbance and conditions including areas affecting walkways, driveways and sodded areas. The Vendor agrees to rectify such settlement problems as and when required by the Municipality or the Developer subject to the Purchaser's obligation to assume the cost of removing and re-installing any driveways or walkways installed by the Purchaser.

In the event that the garage or rear access is more than 2 steps, access will be removed or a guard will be attached at vendors discretion. The purchaser assumes all responsibilities for the construction of any deck, landing, or railing for rear or garage access.

H.S.T.

26. The Purchaser acknowledges that the Harmonized Sales Tax, the "HST", is included in the Purchaser Price shown on page one of this Agreement of Purchase and Sale, and the Purchase Price is calculated on the basis that the Purchaser is entitled to the Rebate (as defined below), and the Vendor agrees to pay to the appropriate authority, on

behalf of the Purchaser, all HST payable with respect to the transfer of the real property, provided that the Vendor shall have the right to receive any rebate, deduction or set off of any kind whatsoever (hereinafter referred to collectively as the "Rebate") available to the Purchaser pursuant to the legislation imposing the HST, and the Purchaser hereby irrevocably assigns to the vendor the Purchaser's right to receive the Rebate. The Purchaser agrees to execute and provide to the Vendor, by the closing date, any and all documentation as may be required by the legislation to effect the Rebate and to direct payment to the Vendor, together with all other documentation required, at its sole discretion, by the Vendor. In particular (and without limiting the foregoing) the Purchaser shall provide a statutory declaration in a form satisfactory to the Vendor confirming that:

- (a) The Purchaser is acquiring the Real Property for use as the primary place of residence of the Purchaser (being all the individual purchasers if more than one), an individual related to the Purchaser, or a former spouse of the Purchaser; and
- (b) The Purchaser or a person related to the Purchaser will be the first individual to occupy the Real Property as a place of residence.

In the event that the Purchaser is not entitled to the Rebate, that the Purchaser takes any action or makes false representations that would, or does, disentitle the Purchaser from receiving the Rebate, or in the event that the Vendor, acting reasonably, determines that the Purchaser is not (or may not) be entitled to the Rebate, then the Purchaser shall indemnify the Vendor from any loss of such rebate amount, and the amount of such loss shall be credited to the Vendor on Closing if discovered prior to Closing, or paid to the Vendor by the Purchaser after Closing if not so discovered prior to Closing. The Rebate amount plus an administration fee of \$2000+HST (together called the "Rebate Fee") shall be paid by the Purchaser on closing pursuant to Schedule "2", or paid to the Vendor by the Purchaser after Closing if not so discovered prior to Closing. The Purchaser may seek the payment of the Rebate from the HST authorities if the Purchaser is entitled thereto.

Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST eligible with respect to any of the closing adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tax Act. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Rebate Reduction") then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Rebate Reduction

UPGRADES,
SELECTIONS &
CHANGES

27. (a) The Purchaser is advised that exterior elevation, appearances, and finishing will be similar to pictures or renderings but may not necessarily be identical in form and renderings are not indicative of colour schemes.

(b) The Purchaser acknowledges and agrees that various types of flooring, such as carpets, marble, tile and/or hardwood floors in the Dwelling may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area as required.

(c) Variations from the Vendor's samples may occur in finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process and different dye lots.

(d) The Purchaser acknowledges Vendor's advice that at Vendor's discretion door swings may be different from those indicated on brochures and agrees to accept door swings as adjusted at Vendor's discretion.

(e) The Purchaser is notified that the number of steps to the front or rear entrances may be increased or decreased depending on final grading.

(f) The Purchaser acknowledges that the finishing materials contained in any model suite, customer service office, or sales office are for display purposes only, and may not reflect the actual type, quality, or grade of materials and/or finishes included in the Dwelling.

(g) The Purchaser acknowledges that any hardwood flooring installed in the Dwelling is made of a natural material which is subject of normal shrinkage, board separation and expansion due to changes in humidity for which the Purchaser agrees is not the responsibility of the Vendor.

SUCCESSION

28. This Agreement shall be binding upon the heirs, executors, administrators, successors, and permitted assigns of each party.

NOTICE

29. Any notice required to be given pursuant to this Agreement may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor or to the Purchaser's or Vendor's Solicitor at the address/contact numbers identified on page 1 of this Agreement. If either party wishes to receive written notice under this Agreement at an address/contact number other than those identified on page 1 of this Agreement the party shall send written notice of the change of address/contact number to the other party. Written notice given by one of the means identified in this paragraph is deemed to be given and received in accordance with paragraph 15(b) of the Addendum, provided that in respect of electronic transmission, the sender does not receive notification that the transmission did not go through.

DEFAULT

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

31. Time shall be of the essence.

WAIVER

32. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, nor shall any waiver constitute a continuing waiver unless otherwise provided.

NON-MERGER 33. The Purchaser's covenants and agreements herein shall not merge on Closing but shall remain in full force and effect according to their terms, notwithstanding the conveyance of title to the Real Property and the payment of the Purchase Price.

FURTHER ASSURANCES 34. The Purchaser will execute such other documents and assurances to carry out the intention of this Agreement, and will deliver same upon, prior to or after Closing, as may be required by the Vendor.

PLANNING APPLICATIONS 35. The Purchaser acknowledges that applications may be made to obtain minor variances or other planning or development approvals in respect of the Real Property, the residential development upon which the Real Property is situate or any nearby residential developments marketed by the Vendor and the Purchaser hereby covenants and agrees that it shall not oppose any such applications and the Purchaser further acknowledges and agrees that the covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

CLOSING DOCUMENTS 36. The Purchaser acknowledges that the Vendor is not required to deliver "hard" or paper copies of the documentation pertaining to the Closing of the herein transaction, draft or otherwise, to the Purchaser or the Purchaser's solicitor (the "Closing Documentation"). The Vendor or the Vendor's representatives may, at their option, deliver to the Purchaser or the Purchaser's solicitor any or all of the Closing Documentation by email and/or by website. If delivered by website, the Closing Documentation shall be made available for download on an internet website designated by the Vendor and access to such website shall be effected by way of a confidential password to be provided to the Purchaser and/or the Purchaser's solicitor.

EXTENSION 37. The Vendor may unilaterally 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 close on the Firm Closing Date or Delayed Closing Date, as the case may be. The parties hereto acknowledge that delayed closing compensation will not be payable for such period and that the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension. "Firm Closing Date", "Delayed Closing Date" and "Business Day" are defined in the Addendum.

ASSIGNMENT 38. The Vendor shall have the right to assign this Agreement, provided that any such assignee shall be bound by all the covenants made by the Vendor herein, in which event the Vendor shall thereupon be released from all obligations hereunder.

CREDIT REPORT 39. The Purchaser acknowledges having been notified by the Vendor that a consumer report containing credit and/or personal information may be applied for, obtained, or referred to in connection with this transaction and the Purchaser hereby consents to same and to forthwith execute any documents and authorizations required by the Vendor in this regard.

SUBORDINATION 40. The Purchaser agrees that this Agreement shall be subordinated to and postponed to any mortgage(s) arranged by the Vendor and any advances made thereunder from time to time or liabilities secured thereunder and to any agreements, easements, licenses, rights covenants, and restrictions referred herein to which title to the Real Property may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as requested by the Vendor.

SIGNATURES 41. The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction. This Agreement may be executed in counterpart and each such counterpart shall for all purposes constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart. This Agreement may be executed and delivered by facsimile transmission or other electronic transmission and the parties hereto may rely upon all such facsimile or other electronic signatures as though such signatures were original signatures.

SEVERABILITY 42. If any provision of this Agreement or the application thereof to any person or circumstances, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SCHEDULE "2" ADJUSTMENTS AND DEPOSITS

- (a) any charges paid to a utility for the connection and/or energization of services or the installation of meters set at \$ 2000 plus H.S.T.;
- (b) The TARION enrolment fee, the HCRA enrolment fee and any other enrolment fees payable in connection with the Property (together with any provincial and/or federal taxes exigible with respect thereto) as of the date of closing.
- (c) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed, and the taxes paid. (THE PURCHASER IS ADVISED that the Mortgagee may require deposit to be paid to it to establish a tax account. And further, that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor, and wholly or partly the responsibility of the Purchaser.)
- (d) Any other new taxes imposed on the Property after the date of this Agreement by the federal, provincial, and/or municipal government;
- (e) costs incurred by the Vendor as set forth below:
 - (i) boulevard landscaping fee set at \$ 2500 plus H.S.T.;
 - (ii) Any increase (the "Price Adjustment") in the Vendor's original budgeted costs for construction costs, material, labour or supplies relating to the construction of the Dwelling (and related services) on the Real Property, occurring after the date of execution of this Agreement by the Purchaser, provided that the Price Adjustment shall not exceed the sum of \$ N/A. The amount of the foregoing Price Adjustment shall be determined solely by the Vendor, acting reasonably, and the determination of the Vendor shall be determinative, final, and not subject to review or dispute by the Purchaser or any other party. On or prior to closing the Vendor shall provide the sworn statutory declaration of a senior officer of the Vendor attesting to the determination of the Price Adjustment and confirming the accuracy of same.
 - (iii) any charges 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 described as a transaction levy or similar charge: \$ 65.00 plus H.S.T.;
 - (iv) The amount of any increase in Development Levies attributable to the Property after the date of this Agreement and the amount of any new Development Levies that were not exigible as of the date of issuance with respect to the Property and were subsequently assessed against the Property or attributable to the Property. The amount of the foregoing adjustment shall be determined by a statutory declaration sworn on the part of the Vendor which the Purchaser agrees to accept. The Purchaser acknowledges and agrees that should any of the Development Levies be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Development Levies to the Purchaser on a proportionate basis, by dividing the total amount of Development Levies by the number of Dwellings in the project and by charging the Purchaser in the statement of adjustments with that portion of the Development Levies. This charge shall not exceed the sum of \$ 2500.;
 - (v) the cost of preparing a foundation survey of the Dwelling: \$ 1500 plus H.S.T.
- (f) a damage deposit for the Purchaser's covenants contained in paragraph 25, in the amount of \$ 2000 to be refunded to the original Purchaser without interest, upon request following municipal assumption of the subdivision services and return of any security deposit given by the Vendor to the Developer or the Municipality;
- (g) an administration fee of \$ 250 plus H.S.T. for any cheque delivered to the Vendor not accepted by the Vendor's bank for any reason;
- (h) an administration fee of \$ N/A plus H.S.T. for the delivery of notices to the Purchaser's solicitor as required pursuant to the Addendum;
- (i) -RESERVED-;
- (j) An administrative fee of Twenty-five Dollars (\$25.00) per wire transfer, where the Vendor or its solicitors permit a payment via wire;
- (k) any charge imposed by the Municipality for new municipal numbering for the Real Property; and
- (l) The Rebate Fee if the purchaser is not eligible for the Rebate as per section 26

SCHEDULE "3" PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Document Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Real Property, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (d), (h), (i), and (j) below, and in respect of residential status, and social insurance number only for the limited purpose described in subparagraphs (i) and (j) below, as well as the Purchaser's financial information and desired design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) the Vendor's sales agents, and any companies or legal entities that are associated with, related to, affiliated with the Vendor, other future real estate developers that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other real property developments or commercial properties that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new real property developments and/or related services to the Purchaser and/or members of the Purchaser's family;
- (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family;
- (d) any private lender(s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor, the Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Real Property;
- (e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Real Property (or any portion thereof), unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
- (h) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to H.S.T.);
- (i) Canada Revenue Agency, to whose attention the appropriate interest income tax information return and/or the non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(l)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;
- (j) the Vendor's solicitors, to facilitate Closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits;
- (l) the Vendor's solicitors for the purposes of facilitating closing of the transaction or enforcement of the Vendor's rights under the Agreement of Purchase and Sale;
- (m) the Vendor's solicitor or any person or entity which the Vendor may acquire services from for the purpose of determining the Purchaser's credit report, property ownership, or other financial information; and
- (n) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

SCHEDULES

Vendors may add Schedules including further or alternate provisions about: (Any such Schedules should be initialized by the parties.)

- *Features Schedule (referred to in paragraph 1)*
- *Deposit (referred to in paragraph 1 (a))*
- *Adjustments and Deposits (continuation of Schedule 2, if applicable)*
- *Site Plan or other plans*
- *Warning clauses required by subdivision agreements or other provisions in subdivision agreements affecting particular lots.*
- *Restrictive covenants or other title matters of note.*
- *Resale/assignment restrictions before closing*
- *Agency disclosure*

APPENDIX TO ADDENDUM

Additional Early Termination Conditions – Page 1

ADDITIONAL CONDITION #1

Description of the Early Termination Condition:

The Purchase Agreement is conditional upon confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction based on the information set forth in Paragraph 6 and 7 of the Purchase and Sale Agreement. This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. The date by which this condition is to be satisfied or waived by the Vendor is noted and is a maximum of 60 days following the signing of the Purchase Agreement.

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

There is no Approving Authority for this Early Termination Condition.

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20_____.
This condition is applicable only if a date is given.

ADDITIONAL CONDITION #2 (IF APPLICABLE)

Description of the Early Termination Condition:

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

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20_____.
This condition is applicable only if a date is given.

ADDITIONAL CONDITION #3 (IF APPLICABLE)

Description of the Early Termination Condition:

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

The date by which Condition #3 is to be satisfied is the _____ day of _____, 20_____.
This condition is applicable only if a date is given.

Schedule A

The following items are to be included in this Purchase and Sale Agreement:

- \$15,000 Décor Dollars
- Tile backsplash in the Kitchen from Builders standard samples
- Gas line in the kitchen
- Up to twenty (20) interior LED pot lights on the main floor ceiling with a maximum of three (3) additional switches. Locations selected by Purchaser(s) and approved by the Vendor
- Wrought Iron Pickets and upgraded Newel Posts
- Hardwood In Master Bedroom
- Six (6) exterior LED pot lights on the front elevation only on a separate switch located at the front door. Locations selected by Purchaser(s) and approved by the Vendor
- Crown Moulding in kitchen, dining room, great room, front foyer and lower hall, as applicable per plan

All items to be chosen from Builder's standard samples.

The Purchaser(s) hereby acknowledges having received and reviewed the above items included in the Agreement of Purchase and Sale within "Schedule A".

Dated on: _____

Purchaser: _____

Purchaser: _____



Schedule B

Standard Features Sheet

EXTERIOR FEATURES

- Elevations are primarily stone with clay brick, structural precast, Hardie Board (or equivalent), decorative moldings & accent features as per elevation. Exterior colour packages are architecturally controlled with profiles from Vendor's predetermined colour schemes.
- Architectural features including raked and/ or tooled masonry joints, detailed dormers, metal roofs, decorative brackets, decorative columns, shutters, turrets, and box bay windows, as per elevation.
- 25 Year self-sealing asphalt shingles from Vendor's predetermined colour schemes.
- Upgraded black coach lamp(s) at front door and garage doors as per elevation.
- Two (2) exterior water taps with inside shut-off valves. One (1) located in the garage and one (1) located at the back of the house.
- Professionally graded, sodded and/ or seeded lot as required.
- Sectional roll-up insulated garage doors with pre-finished metal or metal clad exterior, from Vendor's predetermined colour schemes as per elevation.
- Exterior front door to be 8 feet high with full length entry set. Colour and style are as per Vendor's predetermined colour schemes.
- Low maintenance vinyl casement, or thermo-fixed glass windows throughout. Muntin bars on front elevation. Colours are as per Vendor's predetermined colour schemes. Basement windows to be white vinyl sliders as per plan. All operable windows to have screens.
- Convenient direct access to home from garage where grading permits, as per plan. Landing & steps may be required.
- Prefinished aluminum soffits, fascia, frieze, eavestroughs and downspouts, as per elevation.

QUALITY CONSTRUCTION

- 2 x 6 wood frame construction on all exterior walls.
- Engineered truss roof systems with plywood sheeting.
- Steel beam and engineered floor joist system, not including landings, with tongue & groove subfloor, nailed, glued and/ or screwed.
- Poured concrete basement walls with damp proofing, weeping tiles, and exterior drainage membrane.
- Poured concrete porches, decorative columns, and poured steps at front exterior entrances, where applicable. Railings installed subject to grading requirements. Porches and columns are as per plan.
- Poured reinforced concrete garage floor.
- Windows and exterior doors fully sealed with high quality caulking.
- 200 AMP service with breaker panel and copper wiring throughout.
- Ethernet cable rough-in in family/great room, kitchen, and all bedrooms, as per plan.
- Front entry door chimes.
- Smoke and CO detectors provided as per Ontario Building Code.
- Rough-in central vacuum finished areas. Pipes dropped to the basement.

ENERGY SAVING FEATURES

- R31 spray foam insulation in garage ceiling & exterior overhangs with living areas above.
- Exterior walls with R22 insulation.
- Attic space with R50 blown insulation in all above living areas.
- Basement wrapped with R20 insulation.
- High efficiency forced air central heating, HRV, and energy efficient central air conditioning system.
- High efficiency gas fired hot water heater (rental).

INTERIOR DETAILS

- White Décor switches and outlets throughout.
- 10' ceiling height on main floor with height accents in ceiling as per plan. 9' ceiling height on second floor.
- Interior walls to be painted builders standard colour.
- All interior doors and trim to be painted white.
- Satin nickel finish levers and hinges throughout.
- All ceilings are to be smooth.
- All main floor doors and archways to be 8 feet, as per plan.
- Main staircase in finished areas to be oak finish, with 1-3/4" turned oak pickets, grooved oak from Vendor's standard samples. Stained to match hardwood floor selection.
- 7-1/4 inch baseboards and 3-3/4 inch casing throughout all finished areas.
- Cathedral ceilings, vaulted ceilings, dry walled barrel arches, niches and open two storey areas, as per plan.
- Gas fireplace, as per plan.
- Privacy locks on the master bedroom and all bathroom doors.

KITCHEN

- Double bay stainless steel undermount kitchen sink with chrome single lever faucet with pull out spray.
- Quartz countertops selected from Vendor's standard selections.
- Quality Canadian-made custom cabinetry. Purchaser's choice from Vendor's standard samples for extended height uppers, crown moulding and light valance cover. All drawers and cabinet doors to have soft close.
- Flush breakfast counter on kitchen island.
- Full depth fridge gables with deep upper cabinet above fridge.
- Decorative range hood cover with 8" venting and standard electrical for vent liner insert as per plan.

FLOORING FEATURES

- Purchaser's choice of up to 5 inch wide prefinished, stained oak strip hardwood flooring from Vendor's standard samples for lower hall, dining room, and great room.
- Purchaser(s) choice from Vendor's standard samples of Berber carpet (one colour throughout) in bedrooms and upper hall.
- Purchaser(s) choice of up to 12" X 24" ceramic/porcelain tile in all tiled areas, as per plan, from Vendor's standard samples.

LAUNDRY ROOM, MUD ROOM, AND BATHROOMS

- Purchaser's choice of cabinets from Vendor's standard samples. All drawers and cabinet doors to have soft close. Cabinet layout as per plan.
- Laundry connections and drain for washing machine.
- Single stainless steel laundry tub, as per plan, to have two (2) handle faucet from Vendor's standard selection.
- Elongated water saver toilets in all bathrooms.
- Vanity mirrors in all bathrooms.
- Exhaust fan in all bathrooms and laundry rooms.
- Shut off valves on all bathroom vanity faucets.
- Showers have pressure balance shower faucets with polished chrome water saver showerhead.

MASTER ENSUITE

- Master ensuite to have a freestanding acrylic tub with tub mounted faucet as per plan.
- Frameless clear glass shower enclosure with polished chrome handle and hinges, as per plan.
- Countertops to be Quartz sections from Vendor's standard samples.
- Polished chrome faucets with white ceramic undermount sinks from Vendor's standard samples.

CONCESSION ROAD 4



Schedule F

The Purchaser acknowledges and agrees to allow the Vendor access to the home during regular business hours to make warranted repairs, given at least 24 hours email notice by the Vendor. The Purchaser further agrees to confirm appointments by email to the Vendor at least 12 hours before the scheduled appointment and that failure to confirm email appointments shall be considered denied access.

The Purchaser agrees to complete the Vendor's warranty service repair forms as required by Vendor and shall initial beside each repair item once the Purchaser has been satisfied that the repair item has been completed. The Purchaser further agrees that initialed items are considered completed in full and to the satisfaction of the Purchaser.

The Purchaser agrees to move or cover all furniture and personal belongings as required by the Vendor to complete warranted repairs. The Purchaser further agrees that the Vendor should be required to clean the repaired area in a broom swept condition only.

The Purchaser agrees to maintain a relative humidity level between 35% and 50% within the home by installing and/or using a central air conditioning unit as well as by installing and/or using a whole home humidifier to prevent shrinkage, drying out, and/or expansion of materials specifically, with respect to tile, trim, drywall, cabinets, caulking, stairs and hardwood floors. The Purchaser acknowledges and agrees that failure to install and/or use a central air conditioning unit and whole home humidifier as well as maintain the stated humidity levels shall void the Vendors, manufactures and installers warranties and if repairs are required by the Vendor as a result of the Purchasers failure to maintain the agreed relative humidity levels the Purchaser shall reimburse the Vendor for its costs.

The clauses contained above in this Schedule, shall survive and not merge upon closing.

The Purchaser(s) hereby acknowledges having received and reviewed the above included in the Agreement of Purchase and Sale within "Schedule F".

Dated on: _____

Purchaser: _____

Purchaser: _____

Schedule G

Colour/Sample Selections and Upgrades

The Purchaser agrees to select and sign off on all flooring, structural changes, finish customizations, kitchen and bathroom cabinets and other cabinet upgrades, counter tops and any other customer selectable items before the date of:

Customers will meet with the Vendor's representative at the Vendor's décor center. The date and the appointment will be made by the Vendor's representative with the Purchaser.

Selections and upgrade availability are subject to the availability of a product at time of ordering and the stage of construction progress. Some upgrades may be unavailable due to construction progress, thus making changes not possible.

In the event of a selection not being available after a selection has been made and at the time of ordering for construction, the Vendor will notify the Purchaser that a substitution must be made. The Purchaser will have ten (10) days to reselect a different sample.

The Purchaser agrees that if selections, or reselections, have not been completed and signed by the above date and/or timeframe, the Vendor shall make these choices on the Purchaser's behalf from the Vendor's standard samples. The Purchaser agrees that the selections made by the Vendor will be final and binding without the Purchaser's further written acknowledgement.

The Purchaser further agrees that once the sample selections are completed and signed, it shall be final and no further changes shall be permitted except as provided in the purchaser order form.

Pursuant to Schedule 'B' a "professionally graded, sodded and/or seeded lot" will be provided. However, due to construction scheduling the grading and/or sodding may not be completed prior to homeowner occupancy.

The Purchaser(s) hereby acknowledges having received and reviewed the above included in the Agreement of Purchase and Sale within "Schedule G".

Dated on: _____

Purchaser: _____

Purchaser: _____

Schedule I

1. Special Warning and Notices Clauses

The Purchaser(s) shall ensure that the following Special Warnings and Notices are included in ALL subsequent Agreements of Purchase and Sale for the Lot being purchased and, further to that, said Agreements shall require all subsequent Agreements of Purchase and Sale to contain the same.

1.1 Warning - Occupancy

Occupancy of any dwelling within this Development is illegal unless a Lot Clearance Certificate has been obtained from the Township of Uxbridge. For further information contact:

Building department
Township of Uxbridge
PO Box 190
Uxbridge Ontario
L9P1T1

1.2 Warning - Bioswale Areas

The Purchaser acknowledges that lands within the boulevard area of Newton Reed Crescent of the Plan shall be used for bios well facilities. In particular, the said lands May retain a level of water that may be dangerous to unattended children or two other persons not adequately supervised.

The Purchaser acknowledges and agrees that neither the Developer nor the Township shall be responsible to provide any supervision of any kind on the said land and hereby agrees to release, Indemnity and save harmless the Developer and the Township from any and all claims arising from the use or occupation of the bioswale areas, by the Purchaser, his or her family, friends, or invitees.

1.3 Warning - Development Charges

Purchaser must be aware that this Plan of subdivision is subject to the provisions of the Development charges act, as amended and By-Law No. 2004-111, or as later amended or replaced, enacted pursuant thereto. Development charges for dwelling units are payable at the time of issuance of the building permit and therefore pursuant to the bylaw, are subject to increase until the building permits are actually issued.

Purchaser must also be aware that the Township May refuse the issuance of building permits for any dwelling for which the Development charge has not been paid. In addition, the Township may add unpaid Development charges to the tax roll for the property and may collect such amount as taxes.

1.4 Warning - Agricultural Lands

The Purchaser must be aware that this subdivision is located in a rural setting and that nearby agricultural practices, as permitted by the laws of the Province of Ontario, can cause disturbances of sight, smell, and noise and may affect the living environment of the residences. The Purchaser agrees that they will not object, complain, or seek legal action against such nuisances as noise and odour resulting from normal farming practices. As residents of a rural residential community the Purchasers are encroaching into areas primarily dedicated to agricultural uses and must be prepared to accept the validity and necessity of all legitimate, lawful agricultural practices. By executing this agreement of purchase and sale, the Purchasers acknowledged the foregoing and agree to accept and tolerate the legitimate and lawful use of neighbouring lands for permitted and agricultural purposes.

1.5 Notice- School Buses

Students from the Development will have to attend existing schools. The School Boards may or may not provide busing. If busing is provided, students will be required to meet the school bus at a designated place convenient to the School Board.

1.6 Notice - Environmental Area

The Purchaser acknowledges that he or she is aware that the lands within blocks 34, 35, 38, 39, 40, and 41 of the Plan are intended to be owned by the TRCA for the purpose of Environmental Protection. The Purchaser covenants and agrees that he or she will not object to the lawful use of said lands for such purposes as the TRCA may lawfully permit and in particular will not object to the resulting odour or perceived visual unsightliness of such uses.

1.7 Notice - Future Development on Adjacent Lands

The Purchaser acknowledges that the Newton Reed Crescent is intended to be extended in the future to provide for a second phase of development adjacent to the Lands. The Purchaser must also be aware that surrounding lands to the subdivision may be re-designated and/or rezoned to allow for future development.

1.8 Notice - Sump Pump Discharge

The Purchaser acknowledges that the sump pump shall discharge towards the rear of the Lot onto a concrete splash pad prior to flowing into the adjacent side yard swale or ditch. The discharge line shall, in all cases, be routed through the floor joists of the first level of the dwelling before passing through the basement wall. The backwash system of water softeners and purification systems shall not be connected to the foundation weepers or sump pump. The private sewage system shall be designed to accommodate backwash systems of water softeners and purification systems, subject to the approval of Durham Regional Health Services.

1.9 Warning - Watercourses and Overland Flow Routes

The Purchaser acknowledges that roadside ditches and blocks 34, 35, 38, 39, 40, and 41 of the Plan will be used for watercourses and overland flow routes, and in particular, shall at times have a retained level of water that may be dangerous to unattended children or to other persons not adequately supervised. The Purchaser acknowledges and agrees that neither the Developer nor the Township shall be responsible to provide any supervision of any kind on said blocks and hereby agrees to release, indemnify, and save harmless the Developer and Township from any and all claims arising from the use or occupation of said blocks, by the Purchaser, his or her family, friends, or invitees.

1.10 Notice - Catchbasins and Swales

The Owners of any Lot which has a drainage swale or swales, a catchbasin, or any other drainage works (hereinafter called "works") located thereon shall be solely responsible for the ordinary and proper operation of the works and shall be solely responsible for any and all damages or injuries which may arise from the negligent failure to do so.

The Purchaser acknowledges that the rear and side yard drainage swales cannot be altered after issuance of the Lot Clearance Certificates without the written consent of the Township of Uxbridge.

1.11 Notice - Fencing

The Purchaser of lots 1, 2, 3, 16, 17, 20, 21, 22, 23, 24, 25, 28, and 29, and blocks 37, 40, and 41 of the Plan, acknowledges that he or she is aware that fencing is located along the side and/or rear property line and that they are responsible for the maintenance and/or replacement of this fence with the equivalent fencing at the discretion of the Township. Fencing required by the subdivision agreement may not be removed by a Purchaser.

1.12 Warning - Assumption of Municipal Services

The Purchasers are hereby advised that a considerable period of time may elapse before the municipal services are eligible for Assumption under municipal by-law. The Purchaser acknowledges that the Developer is responsible for the maintenance of all municipal works until Assumption of the Subdivision.

1.13 Warning – Lot Grading and Landscaping

The Purchasers are hereby advised that the alteration of Lot grading, construction of above and below ground pools, landscaping, construction of fencing, sheds, and other structures, including decks, etc., will not be permitted until an Unconditional Lot Clearance Certificate has been issued by the Township.

1.14 Warning - Right of Entry

The Purchasers are advised that the Developer has granted to the Town, its successors, employees, contractors or agents, an easement or license to enter upon the Lands to correct any drainage or grading problem to the satisfaction of the Township or to construct, complete, or repair any other work required by the Subdivision Agreement and which have not yet been completed by the Developer. Such entry, repairing and/or correction will not be deemed an acceptance of any of the works or drainage works by the Township nor an assumption by the Township of any liability in connection therewith or of its liabilities under the Subdivision Agreement.

1.15 Warning - Mailbox Location

The Purchaser of any Lot acknowledges that he or she is aware that the mail will be delivered to community mailboxes within the subdivision. The location of the community mailboxes is subject to the approval of Canada Post and the Township of Uxbridge.

1.16 Warning - Parking on Internal Streets

The Purchaser of any Lot acknowledges that all streets in the Subdivision will be subject to the Municipal By-Laws. The Municipal By-Laws limit the time that Vehicles may be parked on Municipal streets to three (3) hours.

1.17 Warning - Infiltration Facilities (Lot Ditch / Bioswale)

The Purchaser acknowledges that Lot Ditch / Bioswale areas are located on their Lot and that the maintenance and replacement of these facilities are the sole responsibility of the Purchaser. In particular, the Bioswale areas at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

1.18 Warning - Retaining Wall

The Purchaser of any Lot of the Plan requiring a retaining wall acknowledges that the retaining wall must be constructed so that grading in accordance with Township Design Criteria can be achieved. The Developer shall be responsible for the design and construction of the retaining wall. The Purchaser shall be responsible for the maintenance of the retaining wall. The Purchaser shall be solely responsible for any and all damages or injuries which may arise from the failure to maintain the retaining wall.

1.19 Warning - Developer Deposits

The Purchaser hereby acknowledges that the Township is not involved in any Lot grading or sodding deposits between the Purchaser and the Developer.

1.20 Warning - Aggregate Operations

The Purchaser hereby acknowledges that there are existing licensed aggregate operations in the immediate area of this subdivision. These operations include the removal of sand and gravel by use of heavy machinery including backhoes and bulldozers; dredging, crushing, and screening equipment; blending of imported materials; and trucking, etc. There is the likelihood of expansion of these operations which could bring such operations closer to the subdivision lands. Further, such existing operations and any alterations thereto, or expansions thereof, may adversely affect the living environment and the enjoyment of the residents within the subdivision, their tenants, occupants, invitees, and guests.

1.21 Warning - Quality of Water

The Purchaser hereby acknowledge is that the quality of water in the subdivision may be such that treatment mechanisms are required. Prior to issuance of a building permit, the Purchaser, in consultation with the Township's Hydrogeologist, shall determine the type of treatment required for each Lot based on initial groundwater testing. The installation and maintenance of the treatment mechanisms are the responsibilities of the Purchaser (or subsequent Purchasers of the Lots).

1.22 Warning - Individual site Plans

The Purchaser hereby acknowledge is that upon application for a building permit, for each individual Lot, to submit for the review and approval of the Township an implementing site Plan, including individual Lot grading and drainage plans, and architectural drawings.

1.23 Warning - Lot Specific Subdivision Amending Agreement

The Purchasers each of Lots 1, 2, 3, 4, 5, 6, 7, 17, 18, 19, 25, and 26 hereby acknowledge that no building permit shall be issued for the aforementioned Lots until a Lot specific Subdivision Amending Agreement is entered into between the Purchaser and the Township, which shall provide for the location of all buildings, structures, and services permitted on the Lot to the satisfaction of the Township and Region of Durham Health Department, in consultation with the TRCA, and any further conditions required by the Township in order to fully implement the conditions of draft Plan approval, including all conditions related to Environmental Protection.

1.24 Warning - Block 36 and 26 on the Master Plan

The Purchaser of Block 36 hereby acknowledges that Block 36 shall only be developed in conjunction with Block 26 on the Master Plan. The Purchaser hereby agrees that the legal title of Blocks 26 (Master Plan) and 36 will merge and may not be transferred separately as provided by a restrictive covenant in favour of the Township.

1.25 Warning - Block 37 and 47 on the Master Plan

The Purchaser of Block 37 hereby acknowledges that Block 37 shall only be developed in conjunction with Block 47 on the Master Plan. The Purchaser hereby agrees that the legal title of Blocks 37 and 47 (Master Plan) will merge and may not be transferred separately as provided by a restrictive covenant in favour of the Township.

1.26 Warning - Natural Forests Conservation

The Purchasers of Lots 16 through 22 and Blocks 36 and 37 all-inclusive hereby acknowledges that the said Lots and Blocks are subject to a restrictive covenant in favour of the TRCA, to have the effect and purpose of maintaining the natural forest on these Lots, and the Purchaser agrees that they shall comply with the restrictions therein.

1.27 Warning - Wetlands Conservation

The Purchaser of lots 1, 2, 3, 4, 5, 6, 7, 17, 18, 19, 25, and 26 hereby acknowledge is that the said Lot are subject to a restrictive covenant in favour of the TRCA for the purposes of conserving the wetlands and their drainage situated on Lots 1, 5, 18, 25, and 26. This restrictive covenant provides for the restriction of land from alteration or other activities within the catchment area, which would limit and/or adversely affect the drainage received by said wetlands and the Purchaser agrees that they shall comply with the restrictions therein.

1.28 Warning - Creek Protection

The Purchaser of Lots 23-25 inclusive hereby acknowledges that the said Lots are subject to a restrictive covenant on title in favour of the TRCA that has the purpose and effect of protecting the creek through the restriction of vegetation removal within 10 metres of the rear lot line and the Purchaser agrees that they will comply with the restrictions therein. This condition is not intended to supersede any approved silvicultural methods.

1.29 Warning – Homeowners Manual

The Purchaser hereby acknowledges that they have received a copy of a "Homeowners Manual" attached to their Offer of Purchase and Sale. The "Homeowners Manual" identifies the significant natural features of the Lands to be preserved and protected, and provides other relevant information that will educate the Purchaser as to the edge management/ treatment plan and the respective corresponding restrictive covenants.

1.30 Warning - Access Easement

The Purchasers of Lots 1-5 inclusive hereby acknowledges that a portion of the said Lots is subject to right-of-way in favour of the owners of the adjacent lands to the north as set out in instrument No. D341549.

The Purchaser(s) hereby acknowledges having received and reviewed the above Special Warnings and Notices contained within "Schedule I".

Dated on : _____

Purchaser: _____

Purchaser: _____

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 **<https://www.tarion.com/homeowners/homeowner-resources-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: **<https://www.tarion.com/homeowners/homeowner-resources-hub>**

Deposit Protection

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

price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

1. 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.



5160 Yonge Street, 7th Floor
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877.982.7466 | tarion.com

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