



GREAT GULF

GG Redoak Inc.
351 King Street East, 13th Floor
Toronto, Ontario M5A 0L6
Tel. (416) 449-1340
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Part of Lot 10, Concession 1, North of Dundas
Street, Town of Oakville, Regional Municipality of
Halton

MODEL:
PROJECT: **OA3A**
LOT:
PLAN:
SALES PERSON:
CLOSING DATE:

AND/OR REVERSE
PLAN FROM
BROCHURE

AGREEMENT OF PURCHASE AND SALE

BETWEEN: _____
(herein called the "PURCHASER")
— and —
GG Redoak Inc.
(herein called the "VENDOR")

1. In this Agreement, the following words shall have the following meanings:
- (a) "Addendum" means the Ontario New Home Warranties Plan Act ("ONHWPA") Statement of Critical Dates and Addendum to Agreement of Purchase and Sale attached to this agreement.
 - (b) "Agreement" means this agreement of purchase and sale and includes all schedules attached or forming a part of this agreement of purchase and sale;
 - (c) "Closing Date" means the date that this Agreement is to be completed as more particularly defined under the term "Closing" in page 7 of the Addendum.
 - (d) "Lot" means lot number
 - (e) "Model" means the Vendor's house type known as _____ or the reversal of the plan from that shown in the Vendor's brochure for such house type (the "Dwelling Unit");
 - (f) "Plan" means plan
 - (g) "Property" means all and singular the lands and premises on the _____ side of _____ in the _____ Town of _____ **Oakville** in the **Regional Municipality** of **Halton** being **Part** of the Lot on the Plan and on which there is now floor plans and drawings already examined by the Purchaser, subject to the provisions set out herein and in schedules attached hereto; and
 - (h) "Purchase Price" means the sum of _____ Dollars (_____) of lawful money of Canada.
2. The Purchaser agrees to purchase the Property for the Purchase Price, payable as follows:
- (a) _____ Dollars (_____) to the Vendor on acceptance of this Agreement as a deposit to be credited towards the Purchase Price on the Closing Date;
 - (b) _____ Dollars (_____) to the Vendor on _____ as a further deposit to be credited towards the Purchase Price on the Closing Date;
 - (c) _____ Dollars (_____) to the Vendor on _____ as a further deposit to be credited towards the Purchase Price on the Closing Date;
 - (d) _____ Dollars (_____) to the Vendor on _____ as a further deposit to be credited towards the Purchase Price on the Closing Date;
 - (e) _____ Dollars (_____) to the Vendor on _____ as a further deposit to be credited towards the Purchase Price on the Closing Date;
 - (f) the balance of the Purchase Price in cash or by certified cheque on the Closing Date, subject to adjustments.
3. Schedule(s) "A", "B", "N-C", _____ and Addendum annexed hereto form an integral part of this Agreement. Purchaser acknowledges having read and understood all paragraphs and schedules of this Agreement prior to Purchaser's execution of this Agreement.
4. This offer to purchase shall be irrevocable by the Purchaser until one minute before midnight on the _____ day of _____ 20____ after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Purchaser without interest. When accepted, this offer shall constitute a binding agreement of purchase and sale wherein time shall in all respects be of the essence.

DATED at _____ this _____ day of _____ 20____

SIGNED, SEALED AND DELIVERED in the presence of

The undersigned hereby accepts the above offer and terms as set out this _____ day of _____ 20____

Purchaser's Solicitors
Name: _____
Address: _____

Vendor's Solicitors
GOLDMAN, SPRING, KICHLER & SANDERS LLP
40 Sheppard Ave. W. Ste 700
NORTH YORK, Ontario, M2N 6K9
Phone:
Attention: Peter Beglaubter
Legal Asst:
Fax: (416) 225-4805

IN WITNESS WHEREOF I have hereunto set my hand and seal:

Purchaser

Purchaser

Address

Res: _____ Bus: _____

Telephone _____

Fax: _____ Cell: _____

e-mail address: _____

Vendor: GG Redoak Inc.

Per: _____

Authorized Signing Officer

Per: _____

Authorized Signing Officer

I/We have the authority to bind the Corporation

OA3 (Oakpointe)
SCHEDULE "A" (2-Storey, 3-Storey, and Rear Lane Towns)
Forms Part and Parcel to Offer

OFFER TO PURCHASE - LOT NO. _____

REGISTERED PLAN NO. _____

HOUSE TYPE: _____

ELEVATION: _____

PURCHASE PRICE TO INCLUDE THE FOLLOWING WHERE APPLICABLE:

GENERAL

1. All interior finishing materials are to be chosen with the assistance of Great Gulf Interior Design Consultants.
2. All materials and other selections for which the Purchaser is entitled to make a selection are to be chosen from Vendor's samples and are as per Vendor's specifications. Purchaser shall only be entitled to make such selections provided that the items are not already ordered or installed.
3. All exterior finishes and colours are selected by the Vendor and are subject to architectural control.
4. Homes are covered with Tarion Warranty Corporations; enrolment fees to be paid by Purchaser on closing.
5. Homes to be Energy Star certified.
6. All Homes are 3rd party tested and inspected.
7. All Homes to have blower Door Test.

EXTERIORS

6. All model types will be principally brick and siding construction as per applicable model/elevation.
7. Some sections of the house may be constructed of architectural stone, aluminium, vinyl siding, PVC, stucco, and wood as per architectural detailing as per applicable model/elevation.
8. Soldier coursing, brick arches, keystones and other masonry detailing as per applicable model/elevation.
9. All soffits, fascias, eaves and down pipes are prefinished aluminium or vinyl at the option of the Vendor.
10. Exterior house address number.
11. Self-sealing limited lifetime warranty laminate shingles.
12. Weather-stripping on all exterior doors and thresholds.
13. Fibreglass insulated front entry door and "steel-clad" side entry door (as per applicable model/elevation). Glass insert in front entry door, as per applicable/model elevation.
14. Rear Lane Towns to include standard front entry fiberglass insulated double door with glass inserts as per applicable model / elevation.
15. All sliding patio doors to be double-glazed, PVC, with low E glass (as per applicable model/elevation)
16. All windows are to be triple-glazed, PVC, with low-E glass. All operating windows are to be screened. All operable windows on the first, second and third floors will be casement throughout with decorative bars on the front elevation, as per applicable model/elevation.
17. All basement windows to be sliders, double glazed, PVC, with low-E glass. Corrugated galvanized steel window wells may be required as per grading conditions. One (1) window in the basement to be sized to allow for emergency means of egress, as per applicable model/elevation.
18. Garage overhead insulated door(s) with glass inserts as per applicable model/elevation.
19. All garage walls to be completed to drywall and primed.
20. Front, rear and side yards, if applicable to be fully sodded. Some side yards to be stone, as per grading conditions.
21. Concrete front entry steps, as per grading conditions.
22. Precast concrete slab walkway to front entry.
23. Exterior cold water tap installed in attached garage and at rear of house, as per applicable model/elevation. Exterior cold water tap installed in attached garage and at front of house for Rear Lanes only.
24. Basement to be poured concrete with a drainage layer system and a damp protecting footing barrier membrane.
25. Vendor will provide a two-coat asphalt driveway at a cost more particularly set out in Schedule B to the Agreement of Purchase and Sale. Driveway surface to be paved with base coat asphalt within eighteen (18) months of closing and the topcoat to be completed within the next calendar year. Driveway aprons to be concrete. Vendor not responsible for minor settlement.
26. All exterior walls, interior partitions and flooring are built using H+ME Technology.

INTERIORS

27. 2-Storey model types to have approximately 8 ft. ceiling height in basement, 9 ft. ceiling height on ground floor, and 8 ft. ceiling height on second floor, except where precluded by bulkheads.
28. 3-Storey, and Rear Lane model types to have approximately 8 ft. ceiling height in basement, approximately 9 ft. ceiling height on the ground and main floors, and approximately 8 ft. ceiling height on upper floor, except where precluded by bulkheads.

29. Finished oak stairs and railings, metal pickets on main floor staircase to second / third floor with a choice of stain from vendor's standard selection.
30. Two panel square style interior doors.
31. Approx. 2 ¾ "casings on all windows and doors
32. Approx. 4 1/8" baseboards (with shoe mould in tiled and hardwood areas)
33. All closets to have wire shelving.
34. Satin nickel coloured finish hardware on all interior and exterior doors. Dead bolt on side door entry where applicable. Grip set with dead bolt on main entry door, and single lever handles on interior doors.
35. One (1) paint colour throughout the house. All wall paint is Zero VOC.
36. Sprayed stippled ceiling with smooth border in all rooms except the kitchen, bathrooms, and laundry room, which are smooth finish.

FLOORING

37. Engineered flooring system "I" – joists throughout, with exception of dropped areas. Dropped areas to have conventional framing.
38. O.S.B. Tongue and groove sub floor glued, nailed, and sanded.
39. Approx. 3" Prefinished strip hardwood flooring with choice of colour from vendors standard selection, in all areas of first, second and third floors, except where shown as tile, as per applicable model/elevation.
40. Floor tile approximately 12" x 24" in foyer laundry area, and all bathrooms, or as per applicable model / elevation.

KITCHEN

41. Choice of finished kitchen cabinets with a dishwasher opening.
42. Single lever chrome flow efficient faucet with a pull-down sprayer.
43. Approximately 2cm quartz countertops for kitchen with a square edge (No backsplash) and a double stainless steel undermount sink.
44. Stainless Steel ducted range hood fan over stove.
45. Rough-in plumbing and electrical outlet for future dishwasher.
46. Wiring and receptacle for future stove.
47. Electrical outlets are located for future fridge and at counter level for future small appliances.

BATH/PLUMBING

48. Choice of vanity cabinets and approximately 2cm quartz countertops with a white undermount sink in all bathrooms.
49. All bathroom(s) to have a wall-mounted mirror and vanity cabinet as per applicable model / elevation.
50. Primary ensuite bathroom to have a wall mounted mirror and vanity cabinet as per applicable model/elevation.
51. Primary ensuite bathroom to include double sinks as per applicable model / elevation.
52. 2 Storey model types only: Primary ensuite bathroom to include a white drop-in acrylic soaker tub with a deck mount faucet as per applicable model. Soaker tub to have a tiled deck and skirt with tile on surrounding wall approximately 18" in height.
53. 2 Storey, 3 Storey and Rear Lane model types: Primary ensuite bathroom to contain a framed glass shower enclosure, preformed shower base, walls to be tiled to ceiling, including waterproof pot light as per applicable model/elevation.
54. All bathtub enclosure walls in bathrooms to be tiled.
55. All bathtubs to be white acrylic, as per applicable model/elevation.
56. All toilets are to be white, elongated, flow efficient and regular height.
57. Exhaust fan in all bathrooms, vented to the exterior.
58. Privacy locks on all bathroom doors.
59. Single lever chrome flow efficient faucets on all sinks, except laundry faucet.
60. Temperature control valves in all showers.
61. Chrome towel bar and toilet paper dispenser in all bathrooms.
62. Main floor powder room to contain a vanity cabinet with approximately 2cm quartz countertop, a white undermount sink, toilet and wall-mounted mirror.
63. Shut off valves for all sinks and toilets.
64. All water lines to be polyethylene tubing throughout.
65. Rough-in three-piece plumbing in basement for future bathroom (drains only, no water lines).
66. Sump pump provided in all basements.

LAUNDRY

67. Second floor laundry room equipped with floor drain as per applicable model/elevation.
68. 2-Storey model types Laundry room to have a base cabinet with a built-in single-compartment laundry tub with a two-handle laundry faucet and laminate countertop and 3-Storey model types Laundry room to have a freestanding laundry tub with a two-handle laundry faucet as per applicable model/elevation.
69. Plumbing and electrical outlet for future washing machine.
70. Dryer vent and electrical outlet for future dryer.

ELECTRICAL

- 71. 200 amp. electrical service.
- 72. Copper electrical wiring throughout.
- 73. Electric light fixtures with LED bulbs provided in all rooms except living room, as per applicable model/elevation.
- 74. Exterior cast aluminium lights with LED bulbs at all exterior doors, as per applicable model/elevation.
- 75. Two exterior waterproof ground fault circuit Interrupter (GFI) electrical outlets: one (1) at the rear of the house and one (1) in the porch area.
- 76. White decora style switches throughout.
- 77. Electrical outlet for future garage door opener(s). One outlet for each garage door.
- 78. Smoke detectors with strobe light hard wired to the electrical system, as per applicable code requirements.
- 79. Combination smoke detector / carbon monoxide detector hard wired to the electrical system, as per applicable code requirements.
- 80. Door bells to be installed at front entry /side entry doors as per applicable model.
- 81. Rough-in vacuum system, located in the basement for future connection as per applicable model/elevation.
- 82. One in electrical outlet with two USB ports located in the breakfast room.
- 83. One Cat6 capped outlet for a Data line to Family or Great Room to accommodate TV and internet connections.
- 84. One Cat5 capped outlet for a Data line to Family or Great Room to accommodate telephone connections.
- 85. Rough-in conduit for future installation of an electric vehicle charger located in the garage.
- 86. A single ground fault interrupter (GFI) protected electrical outlet in all bathrooms.
- 87. Rough-in conduit for future solar energy.

MECHANICAL SYSTEMS & INSULATION

- 88. 2-Storey Towns to receive direct vent gas-fired high-efficiency forced air furnace with ECM (Electronically Commutated Motor) and includes a programmable thermostat installed. Hot water heater on a rental basis. Note: All mechanical equipment locations may vary from plan.
- 89. 2-Storey Towns to receive standard air conditioning unit.
- 90. 3-Storey and Rear Lane Towns to receive heating and cooling system, including a programmable thermostat. Hot water heater on a rental basis. AC's to be installed on balcony as per plan. Note: All mechanical equipment locations may vary from plan.
- 91. Heat Recovery Ventilator (HRV) as per the Ontario Building Code requirements.
- 92. All insulation to be as per the Ontario Building Code requirements.
- 93. Basement insulation to be installed to within approximately 8" above the basement slab in the basement area. Note: Basement walls are not strapped.
- 94. Spray foam insulation to garage ceiling below any habitable space above.

GENERAL PROVISIONS

- 1. The Purchaser hereby acknowledges and agrees that due to grading, drainage, building code requirements or other conditions or issues, the Vendor, in its sole discretion, may make changes to modify the floorplan, add and/or eliminate doors or steps without adjustment to the purchase price and without further notice to the Purchaser, including without limitation:
 - a. Eliminating the door between the garage and the laundry/utility room.
 - b. Eliminating the side door.
 - c. Installing step(s) with or without a railing in the garage due to different grading may interfere with or limit the use of the interior of the garage.
 - d. Lowering or creating a step down into the laundry/utility room to accommodate the garage door and/or side door to the laundry/utility room.
 - e. Installing a deck depending upon the grading requirements for that particular lot.
 - f. Entry steps may be required, varied, and/or eliminated to the house due to grading conditions.
- 2. The Purchaser acknowledges that finishing materials contained in any model home or sales office display including but not limited to, broadloom, furniture, electrical fixtures, drapes, ceramic flooring, upgrades kitchen cabinets, stained staircases, railing, wallpaper, paint, landscaping and fencing, may be for display purposes only and may not be of the same grade or type, or may not be included in the dwelling unit purchased herein.
- 3. Interior design consultation at The Design Studio on all finishes and colour packages included in purchase price. All interior floor, wall finishes and materials are to be chosen with the assistance of the Vendors Interior Design Consultant. All materials and other selections for which the Purchaser is entitled to make a selection are to be chosen from Vendors samples and are as per Vendor's specifications. Purchaser shall only be entitled to make such selections provided that the items are not already ordered or installed.
- 4. Purchaser acknowledges the right reserved and/or easement in favour of the Vendor permitting entry for installation of berms, fences and/or landscaping, and the purchaser further acknowledges their undertaking to maintain the berms, fences and/or landscaping after installation.
- 5. The Purchaser acknowledges that the Vendor will only replace any obvious floor tile damages caused by settlement within the first year of closing, provided the Vendor is able to match the floor tile dye lots, colours and/or designs.
- 6. The Purchaser understands that the engineered flooring system comprises of some natural components and is subject to environmental factors. Indoor and outdoor humidity levels may influence its appearance by way of cupping and/or shrinkage of this material.
- 7. The purchaser acknowledges that all features are as per applicable plan and are not standard on all plan types.

- 8. The Vendor shall have the right to at any time without notice to the Purchaser substitute other products and materials for those listed in this Schedule 'A' or provided for in the plans and specifications, provided that the substituted products and materials are of a quality equal to or better than the products and materials so listed or being substituted.
- 9. Natural or natural simulated or broadloom products (i.e. wood, granite, stone, marble, laminate, engineered flooring, carpeting etc.) are subject to variations in shade, appearance, colour, grain and texture from samples displayed and the Purchaser agrees to accept same notwithstanding any such variations.
- 10. Due to the nature or the natural grain in wood and the manual process in which stain is applied, there may be some variation in finished colour and texture from prefinished hardwood, including without limitation, stairs, railings, nosings, trim, and pickets.
- 11. The Purchaser acknowledges that there shall be no reduction in the purchase price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
- 12. References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide a product of equal or better quality.
- 13. All dimensions, if any, are approximate, and are subject to change without notice.
- 14. All specifications and materials are subject to change without notice.
- 15. Pursuant to this Agreement, including this Schedule or pursuant to a supplementary agreement or purchaser order, the Purchaser may have requested the Vendor to construct an additional feature within the dwelling unit which is in the nature of an optional extra (such as, by way of example only, a media station). If, as a result of building, construction or site conditions, the Vendor is not able to construct or does not construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
- 16. Floor and specific features will depend on the Vendor's package as selected.
- 17. Unless specifically provided for in the purchase agreement, kitchen and laundry appliances, including without limitation, washer/dryer, stove, dishwasher and refrigerator, are not included in the purchase price.
- 18. Actual useable floor space may vary from stated floor area(s).
- 19. Errors and Omissions Excepted
- 20. This Schedule 'A' is subject to the terms and conditions of the Agreement, including Schedule 'B'.

PURCHASER

VENDOR: GG Redoak Inc.

PURCHASER

Per:

NOTE: All features are as per Vendor's specifications.

SCHEDULE "B"

CONSTRUCTION:

1. The Vendor will construct (if not already constructed) and complete upon the Property a Dwelling Unit of the type hereinbefore indicated, in accordance with the plans and specifications filed or to be filed with and approved by the governmental authorities.
2. The Purchaser covenants and agrees to attend within ten (10) business days of notification or request to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this Agreement (the "Colour and Style Selections Form"). In the event any item on the Colour and Style Selections Form becomes unavailable, or if such selection could not be available in a timely fashion, (such determination to be made by the Vendor at its sole discretion), the Purchaser shall be allowed to attend on five (5) days written notice from the Vendor to re-select an alternative from the Vendor's available samples. In the event the Purchaser does not so select or re-select within the time or times hereinbefore limited, the Vendor may, at its sole discretion, make such selection or re-selection on behalf of the Purchaser, and in such event, the Purchaser hereby irrevocably agrees to accept the Vendor's selection or re-selection without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligation herein. In the alternative, if the Purchaser does not attend or re-attend when requested, the Vendor may declare the Purchaser to be in breach of this Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or in law as a result of the same. Only such items as may be unavailable, or unavailable in a timely fashion (as determined by the Vendor at its sole discretion) may be re-selected by the Purchaser. In the event of default by the Purchaser in re-selection, any re-selection by the Vendor on behalf of the Purchaser shall be of a quality equal to or better than the original selection. In addition to the foregoing, in the event the Purchaser selects any extra or upgrade and the Vendor subsequently requires the Purchaser to attend or re-attend to make or modify any selection of any kind, the Purchaser covenants to do so forthwith upon request. In the further event that the Purchaser's selected upgrade or extra is not available or will not be available in a timely fashion, the Purchaser shall forthwith upon request re-attend to reselect. In the event such selection or re-selection results in the necessity for a delay in the Closing Date, subject to the provisions of ONHWPA delayed closing provisions, the Purchaser hereby agrees to such amendment to the Closing Date as is thereby required. In the event such delay in the Closing Date is caused, or to the extent contributed to, by the Purchaser's failure to make a timely selection, or re-selection, as the case may be, the Vendor may add as an adjustment on the Closing Date an amount equal to interest on the outstanding balance of the Purchase Price calculated at the prime lending rate of the Vendor's bank which the Vendor is utilizing for the subject residential project, plus 5% per annum, pro-rated for the period of time that the closing was delayed.
3. The Purchaser specifically acknowledges that in the manufacture of internal and external finishing items, colour/shade variances sometimes occur. The Purchaser shall accept any such colour/shade variation resulting from the manufacturing process without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations herein. No changes shall be permitted for those selections which the Purchaser is entitled to make, without the prior written consent of the Vendor (which consent may be arbitrarily withheld), and in the event any item for which the Purchaser has a selection right has been previously installed or completed or has been ordered by the Vendor, which order is not cancellable without cost, then the Purchaser shall be deemed to have accepted the installed/completed/ordered item. Notwithstanding anything herein contained, non-installation of such selections by closing shall not entitle the Purchaser to extend closing.
4. The Purchaser agrees to pay the Vendor in advance for all extras ordered by the Purchaser at the time of such order, or at the discretion of the Vendor, all or part of such payment may be an adjustment on the Closing Date, and such payment shall be non refundable in the event that this transaction is not completed for any reason whatsoever save for the default of the Vendor. If any of the extras ordered by the Purchaser are not supplied, the Vendor shall refund to the Purchaser on or after closing the amount paid by the Purchaser in connection with such extras, and the amount so paid by the Purchaser (or for which at the Vendor's option, the Purchaser is to receive a credit on the Statement of Adjustments) shall be accepted by the Purchaser as a full and final settlement of any claims by the Purchaser with respect to such extras and the Purchaser acknowledges that the Vendor's liability with respect to any and all such extras shall be limited to the return of the amounts referred to, as aforesaid, and upon such payment being made or credit being given, the Vendor shall be released from any and all obligations, liabilities, claims or demands whatsoever with respect to such extras.
5. The Dwelling Unit 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, provided that there is no prohibition against occupancy of the Dwelling Unit, to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete the Dwelling Unit in accordance with this Agreement. The Purchaser hereby agrees, provided that there are no liens under the Construction Lien Act (the "CLA") registered on title to the Property at the Closing Date, to accept the Vendor's covenant of indemnity regarding unregistered lien claims which are the responsibility of the Vendor, its trades and/or suppliers in full satisfaction of the Purchaser's rights under the CLA, and will not claim any lien holdback on the Closing Date.
6. 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 changes in plans, siting and specifications, provided there is no objection from any governmental authority having jurisdiction or failure by the Vendor to comply with specifications in or modifications to the Ontario Building Code or any other applicable legislation. Further, the Vendor shall have the right to make changes to the style of roof for the Dwelling Unit from the style set out on the sales brochures, renderings and/or other plans and specifications provided to the Purchaser in order to ensure compliance with all applicable by-laws and legislation and the Purchaser hereby accepts such changes without any right of abatement of the Purchase Price or any objection thereto.
7. Subject to the Tarion/Home Construction Regulatory Authority ("HCRA") provisions regarding walk-out basements, 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 Unit with a walk-out basement, or rear deck where so indicated in this Agreement. In the event this Agreement calls for a walk-out basement or rear deck and such is not possible, 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, if such change will result in an additional charge which the Vendor elects to recover or a credit which the Vendor wishes to grant to or from the Purchaser as the case may be then, the Purchaser shall pay such additional charge involved in respect of the walk-out basement and/or rear deck or accept such credit for the walk-out basement and/or rear deck where the same cannot be constructed, as the case may be. All additional charges or credits pursuant to this paragraph shall be absolutely determined by Statutory Declaration sworn on the part of the Vendor.
8. The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustical barriers and corner lot fencing (including the location of such acoustical barriers or corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling Unit, may be imposed by either or both of the governmental authorities 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 Unit other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling Unit (all of

which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling Unit herein including the required Amended Elevation, and the Purchaser hereby irrevocably accepts such Amended Elevation in lieu of the elevation specified in this Agreement.

9. The Vendor shall have the right, in its sole discretion, to construct the Dwelling Unit either as shown on the sales brochures, renderings and other plans and specifications therefor, or to construct such Dwelling Unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout, or to rotate same for corner lot units. Construction of a reverse mirror image plan, or rotated plan, of the Dwelling Unit is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling Unit type hereinbefore described. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling Unit at a grade level different than that depicted in the sales brochures, renderings and other plans and specifications therefor, necessitating the addition or elimination of a step or series of steps at any door to the Dwelling Unit, or any door from the garage to the interior of the Dwelling Unit or the addition or removal of bulkhead(s), the Purchaser hereby accepts such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling Unit type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, (whether required before or after closing) fencing or landscaping required pursuant to the plans approved by the governmental authorities.
10. In the event that the Dwelling Unit is not ready for occupancy on the Closing Date due to the Purchaser's failure to select any finishing specifications, or due to the Purchaser's order for any extras, upgrades in interior finishings, or due to the Purchaser performing any work in or about the Dwelling Unit which causes delay in the Vendor's construction operations, then 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, or the transaction shall be, at the Vendor's sole option, extended for such length of time as is required to permit the Vendor to complete the said Dwelling Unit, and adjustments shall remain as of the original Closing Date. If the Purchaser is performing any work in or about the Dwelling Unit, the Purchaser shall: (A) if requested by the Vendor, execute and forthwith deliver to the Vendor an Undertaking and Indemnity not to occupy the Dwelling Unit until: i) the Purchaser's work is complete (and any work of the Vendor which cannot be completed until the Purchaser's work is complete has also been completed); ii) the Dwelling Unit has been approved for occupancy by the relevant governmental authority, if applicable, and to indemnify the Vendor from any liability or claim arising out of the Purchaser's breach thereof; and (B) notwithstanding that the Dwelling may not be approved for occupancy as of the Closing Date, complete the transaction herein. The Purchaser acknowledges that the delays that may be occasioned as set forth above would solely be caused by the Purchaser and the Tarion/H CRA/ONH WPA/New Home Construction Licensing Act ("NHCLA") rules and regulations as to delayed closing compensation and possession shall not apply and that in such event the Vendor shall not be responsible for any damages incurred by the Purchaser.
11. No work shall be done by, or for the Purchaser in or to the Dwelling Unit prior to the Closing Date ("Unauthorized Work"). The Purchaser acknowledges that a breach of this condition constitutes a trespass and entitles the Vendor, at its sole option, to take any of the following actions: i) declare the Purchaser to be in breach of this Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of the same, ii) finish the Dwelling Unit to the extent possible, as determined by the Vendor in its sole discretion, without regard to possible damage to the Unauthorized Work and without incurring any additional expense as a result of the Unauthorized Work. iii) remove and/or repair the Unauthorized Work, and any other portion of the Dwelling Unit thereby affected, and to receive compensation therefore as an adjustment on the Closing Date in an amount to be determined by the Vendor in its sole discretion, including without limitation any compensation for time lost by the delay resulting from the Unauthorized Work and the Purchaser acknowledges that the Unauthorized Work may cause to be void the whole or any part of the warranty prescribed by the ONH WPA. Further, the Purchaser acknowledges that the Vendor's warranty of workmanship is rendered invalid insofar as it relates to matters affected by the Unauthorized Work. Notwithstanding anything to the contrary in this Agreement contained, the Vendor, in its sole and absolute discretion, may authorize the Purchaser or the Purchaser's agents to perform work at the Dwelling Unit prior to the Closing, such authorization to be in writing, signed by the Vendor and subject to such terms and conditions as the Vendor may deem appropriate.
12. The Vendor shall have no liability whatsoever for work done by a third party trade at the behest of the Purchaser, either before or after the Closing Date, whether or not such third party trade was referred to the Purchaser by the Vendor.
13. The Purchaser acknowledges that it is anticipated that settlement will occur due to soil disturbances around the Dwelling Unit, the walkways, driveways and sodded areas. All ordinary and minor settlement as determined by the Vendor's project manager, and rectification thereof shall be the responsibility of the Purchaser. The Vendor shall be responsible to rectify only major settlement once only and such major settlement work will, unless of an emergency nature, be corrected when seasonably feasible and according to the Vendor's work program and availability of materials and tradesmen. Whether there is major settlement which the Vendor will rectify or ordinary/minor settlement which the Vendor shall not be obligated to rectify, the Vendor shall in either event not be responsible to the Purchaser for any consequential damage caused by any such settlement.
14. The Purchaser hereby acknowledges that the Vendor is not responsible for any damages to interior household improvements or décor caused by material shrinkage, twisting or warpage. In addition the Vendor shall not be responsible for any secondary or consequent damage whatsoever which may result from any defective material, design or workmanship and the Vendor's only obligation shall be to rectify the defect pursuant to the terms of this Agreement.
15. The Purchaser acknowledges that grading and sodding is normally done between May and November of any year, or as weather and conditions permit in the Vendor's sole discretion. The Purchaser further acknowledges and agrees that the Vendor shall be entitled to a period of up to twenty four (24) months following the Closing Date to complete all required sodding, grading, fencing and landscape architecture and the Purchaser shall and hereby covenants and agrees to grant to the Vendor following the Closing Date such access to the Property as is required for the purpose of completing such work. The Purchaser agrees that the Purchaser shall be solely responsible for watering and general maintenance of sod on the Property and the boulevard adjacent thereto 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. If grass dies due to lack of watering, or other abuse, and is required to be replaced by the Vendor, then the Purchaser will be responsible for the cost of such new sod and labour, and the Vendor may deduct same from the Security Deposit, in addition to any other right or remedy. The Vendor shall not be responsible in any manner whatsoever for any damage to any improvements to the furnishings in the basement suffered by reason arising from any water leakage into the basement.

PURCHASER'S COVENANTS:

16. Notwithstanding the completion of this transaction, the Purchaser's and the Vendor's covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall provide the Vendor with any further written assurances as may be required by the Vendor to give effect to this covenant either before or after the Closing Date.
17. Acceptance of construction, siting and grading by the governmental authorities shall conclusively constitute acceptance by the Purchaser.
18. The Purchaser will not alter the grading or interfere with the drainage of the Property contrary to the municipal/government authority approved drainage patterns. The Purchaser hereby covenants and agrees for itself, its heirs, executors, administrators, successors and assigns, that it and they will not alter the grading or interfere with the drainage of the Property contrary to the municipal/government authority's approved drainage pattern or to alter the slope of the Property nor interfere with any drains established on the Property, nor alter the width of the driveway except in accordance with the approved lot grading and building siting control plan contemplated by the Development Agreements. The Purchaser acknowledges that a restrictive covenant to this effect may be registered against the title to the Property by the subdivider, Vendor and/or the municipal/government authority and, without in any way limiting the provisions of any other clause in this Agreement respecting title, the Purchaser agrees to accept title to the Property subject to such restrictive covenant. The Purchaser further covenants and agrees that provided that lot grading has been completed in accordance with municipal/government authority approved grading control plan, which may be modified or varied from time to time, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. The Purchaser shall ensure that any lifting of sod and/or trenching for alternate utility suppliers, underground sprinkler systems, or otherwise, is properly compacted and reinstated to original final lot grading levels. If the Purchaser is in default of any of the foregoing, the Vendor shall have recourse to the Security Deposit, in addition to any other right or remedy, to effect the necessary repairs, including registration of a Vendor's lien for the cost of rectification.
19. The Purchaser covenants and agrees not to damage, interfere 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, to deduct same from the Security Deposit, and in addition thereto to pursue any other right or remedy. The Purchaser further agrees for itself and its successors and assigns (including, without limitation, successors in title) to, and does hereby, indemnify and save the Vendor, its servants and agents harmless from all suits, actions, causes of action, damages, liability, fines, claims and demands of any nature or kind whatsoever for, upon or by reason of any damage, loss, injury to or death of person or property attributable directly or indirectly to the Purchaser's or subsequent owner's failure to comply with the foregoing obligations, and the Purchaser covenants and agrees to obtain in favour of the Vendor a similar covenant of indemnity from all assignees and purchasers of and from the Purchaser and a similar covenant from such assignees and purchasers to obtain a similar covenant of indemnity from all of their assignees and purchasers.
20. The Purchaser agrees that neither the Purchaser nor the Purchaser's successors or assigns shall construct any fences, hedges, garden shed, patio, walkway, swimming pool, television antenna/dish or other structure on the Property until the relevant governmental authorities have assumed all Subdivision Services.
21. The Purchaser represents to the Vendor, upon which representations the Vendor has relied in accepting this Offer, that the Property is being purchased for the Purchaser's own personal use and not for short-term speculative purposes, and that the Purchaser will occupy the Dwelling Unit.
22. The Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor, and prior written consent of the subdivider, Vendor and/or the governmental authorities, if required by the Subdivision Agreement, Development Agreements or any other governmental or utility agreement.
23. Prior to the Closing Date, 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, either directly or indirectly, to any person without the prior written consent of the Vendor which may be arbitrarily withheld or delayed. Any offering for sale, sale, assignment or attempted assignment of this Agreement prior to the Closing Date, shall constitute a breach of this Agreement whereupon the Vendor shall be entitled to exercise any right that it may have pursuant to this Agreement or at law as a result of the same.
24. The Purchaser agrees not to install any foundation planting within six feet of the external walls of the home or finish the whole or any part of the basement of the Dwelling Unit for a period of twenty-four (24) months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water seepage, including any consequential damages arising therefrom.
25. Within twenty (20) days of acceptance of this Agreement the Purchaser, and from time to time as requested by the Vendor, the Purchaser shall provide the Vendor with such evidence as may be required by the Vendor, satisfactory to the Vendor in its sole discretion, of the financial ability of the Purchaser to complete this Agreement which evidence shall include, without limitation, a commitment letter from the Purchaser's proposed mortgagee together with evidence of the source and availability of the balance of the Purchase Price due on completion. In the event the Purchaser fails to provide such evidence within the time required, then the Purchaser shall have caused a material default of the terms of this Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of the same.

TITLE AND CLOSING:

26. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed, no later than sixty (60) days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser set forth and named in this Agreement. The Vendor may accept such direction, but is not obligated to do so. If the Purchaser directs title to be conveyed to a person who is not a purchaser herein, both the Purchaser and such person who is to receive the conveyance of the Property shall execute such documents as may be required by the Vendor. Any additional costs incurred by the Vendor regarding such documents, whether administrative or legal, shall be paid for by the Purchaser as an adjustment on Closing.
27. Prior to the Closing Date, the Purchaser covenants not to register this Agreement or any other document on title. In the event of a breach of this provision by the Purchaser, the Vendor is hereby granted a Power of Attorney to authorize deletion of any such document from title, all at the Purchaser's sole cost and expense, and in addition to any other remedy as may be available to the Vendor.
28. Keys will be released to the Purchaser at the construction site or the sales office of the Vendor, as the Vendor in its absolute discretion determines, upon completion of this transaction, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys are available for release to the

Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by five (5:00) p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next business day.

29. The Purchaser agrees to accept the Property, subject to the building and other restrictions registered on title, including provisions in the subdivider's deed to the Vendor and/or Purchaser, provided there is no breach of such restrictions on the Closing Date, and they do not materially and adversely restrict the use of the Dwelling Unit for residential purposes. In addition and if required by any governmental authority or utility supplier after the Closing Date, the Purchaser shall (a) execute and grant, without any cost to the Vendor, any easements or rights-of-way for installation and/or maintenance of services as may be required, both before and after the Closing Date, by any governmental authority, utility, or other body, including easements for catch basins and leads related thereto, and (b) any postponement, discharge or release of any charge, encumbrance or instrument that would otherwise rank in priority to the last-mentioned easements or rights-of-way.
30. The Purchaser acknowledges and agrees that frontage or depth of the real property and the dimensions of the Dwelling Unit, including the floor area or square footage thereof, are calculated by the Vendor's surveyor or architect in accordance with all required and customary guidelines and requirements, including the ONHWPA, and such dimensions, whether used in this Agreement or in any brochure, sketch, floor plan, or other advertising material (collectively, the "printed material"), are approximate and may differ from the actual dimensions after the completion of the construction of the Dwelling Unit. The Purchaser further acknowledges and agrees that the actual usable/livable floor area or square footage of the Dwelling Unit may vary from the floor area or square footage contained in the printed material. If the dimensions of the Dwelling Unit, after construction thereof, differ from the dimensions contained in the printed material, it is understood and agreed that there shall not be any adjustment or change of the Purchase Price and the Purchaser shall not have any claim for an adjustment of the Purchase Price or for any compensation whatsoever, regardless of the extent of any variance or discrepancy in or with respect to such dimensions. For clarity, with respect to any ceiling height dimensions contained in the printed material, Purchaser acknowledges that ceiling heights may vary generally and that where ceiling bulk heads are installed within the Dwelling Unit and/or drop ceilings are required in accordance with proper construction practices, then the ceiling height of the Dwelling Unit in such locations will necessarily be less than that stated in the printed material and the Purchaser agrees to accept the same without any abatement of the Purchase Price or claim for compensation.
31. 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 resulting from the mechanical installations being constructed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air-conditioning units when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if this Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with this Agreement, within a reasonable period 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 no 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.
32. Where any portion of any fence is within thirty (30) 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 and without objection thereto. If any portion of any fence is located more than thirty (30) centimeters within the property line (an "Unpermitted Encroachment"), then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price of the lot only without a Dwelling Unit (or the fair market value of the lot only without a Dwelling Unit as determined by the Vendor in its sole discretion) by the ratio of the area of the Unpermitted Encroachment to the total area of the Property. Despite anything hereinbefore set out, the whole of any fence, or acoustic barrier, erected by any governmental authority, utility or railway or pursuant to any Subdivision, Site Plan or Development Agreement shall be deemed to be a Permitted Encroachment, regardless of its location within the property line. Without in any way limiting the generality of the above, the Purchaser acknowledges and agrees that the Vendor shall have the right, at the Vendor's sole option, to locate the posts for any fence within thirty (30) centimeters outside of the property line and, in such instance, the Purchaser agrees to accept title to the Property and complete the sale contemplated herein without abatement of the Purchase Price and without objection thereto.
33. The Vendor shall have the right to store topsoil on the rear of the Property after the Closing Date, which topsoil shall remain the property of the Vendor, to be used by the Vendor to complete the final grading of the subdivision. The Vendor shall have the right, after the Closing Date, to enter and remove same.
34. 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 and in the manner required by such authority.
35. The Purchaser acknowledges that the Subdivision Agreement or other Development Agreements entered into between the subdivider and/or the Vendor and/or the governmental authorities may require the Vendor to provide the Purchaser with certain notices ("Subdivision Agreement Notices"), including, but not limited to, land usage, maintenance of fencing and acoustic barriers, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the governmental authorities, the subdivider and/or Vendor to inhibit or affect the enjoyment by the Purchaser of this Property. In the event the Subdivision Agreement is not registered and/or Development Agreements are not entered into as of the date of acceptance of this Agreement, and therefore the Subdivision Agreement Notices are not yet available, or if after they are available, they are amended, or are inadvertently omitted or misquoted by the Vendor herein, and if the governmental authorities, the subdivider and/or Vendor require the Purchaser to receive, sign and/or acknowledge receipt of a copy of the Subdivision Agreement Notices, then a copy of the Subdivision Agreement Notices, as revised as necessary and if applicable, shall be provided to the Purchaser or to the Purchaser's solicitor and in accordance with the notice provisions of this Agreement and such notice shall be deemed to constitute appropriate notification. The Purchaser covenants and agrees to sign for receipt and/or acknowledge receipt of such Subdivision Agreement Notices if required by the subdivider, Vendor or governmental authority.

The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgment containing such notice if and when requested to do so by the Vendor. The Purchaser further acknowledges that the height, style, location, paint or stain colour, or even the prohibition of fencing may be regulated by the Subdivision Agreement, Site Plan Agreement, by-laws, Architectural control guidelines, fire department regulations or other Development Agreements. The Purchaser acknowledges and agrees that easements over the property may be required to allow access to, without limitation, side yards or the rear yards of internal townhouse units, and the Purchaser

agrees to grant such easements after closing if necessary. The Purchaser agrees to abide by any such requirement and acknowledges that breach of this covenant or any such regulation or agreement may entitle the Vendor, the subdivider, and/or the governmental authorities to enter upon the Purchaser's property without notice to repair, rectify, or demolish contravening fences, all at the Purchaser's expense. The Purchaser further agrees not to install any fencing, decks or decking, until the sod is laid, a final grading certificate is issued and the Subdivision as a whole is assumed by the governmental authorities, and the Purchaser shall ensure that access by gate or otherwise of at least 1.25 meters in width is available to permit access and affect repairs to grade and sod. Without limiting the provisions of Section 32, the Purchaser further acknowledges that some required fencing and acoustic and/or other barriers might be entirely and well within the property line (in some instances in excess of thirty (30) centimeters) and that it may be the Purchaser's responsibility to repair and maintain such fencing and acoustic and/or other barriers and the Purchaser hereby agrees to do so at its own expense.

36. The Purchaser agrees that title may on the Closing Date 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 governmental authorities, which the Vendor herein is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on the Closing Date 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 make such inquiries as are necessary to be satisfied as to such compliance.
37. The provisions contained in this paragraph are subject to the provisions of Tarion/H CRA and Addendum attached hereto. The Vendor may have agreed to acquire registered title to the Property from the subdivider on terms set forth in a separate agreement. In the event of default by the subdivider in compliance with the requirements therein contained, or in the event the subdivider exercises its right, by reason of adverse soil conditions affecting the Property, to terminate the agreement as it relates to the Property, or if the Vendor fails to acquire title through no fault of the Vendor, this Agreement shall be deemed to be frustrated and the Purchaser shall be entitled to a refund of all monies paid, without interest, but in no event shall the Vendor or the Vendor's agent be liable for any damages or costs whatsoever. The Purchaser acknowledges that all matters external to the lot are the responsibility of the subdivider from whom the Vendor has acquired the lot upon which the Dwelling Unit is to be built and that any information shown or provided for on any sketch, schedule or plan, relating to matters external to the Property, whether attached to this Agreement, contained in any Sales Office or promotional literature, shall be considered to be preliminary only.
38. The Purchaser agrees to accept any variation or change with respect to any and all information external to the Property being acquired including: the location of sidewalks, electric transformers and/or poles/lighting, telephone or cable services, hydrants, curb cuts, landscape features, community amenities, and street configuration, direction, signage or name, without abatement in the Purchase Price and the Vendor shall have no liability or obligation with respect to such change or variation to any matters which are external to the Lot.
39. The Purchaser acknowledges that title may be conveyed directly from the subdivider of the lands, and not the Vendor herein, and the Purchaser hereby releases the subdivider from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling Unit and installation of all other improvements within the lot boundaries and the Purchaser agrees to execute and deliver on the Closing Date a separate acknowledgment and release in favour of the subdivider to this effect.
40. In the event any mortgages are outstanding on the Closing Date the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register discharge of same within a reasonable period of time after the Closing Date in full satisfaction of the Vendor's obligation in that regard. In the event that, on the Closing Date, a charge is registered on title to the Property in favour of a Chargee other than a bank, insurance company, trust company or other like institutional Chargee (hereinafter the "Private Mortgage"), which Private Mortgage is to be discharged on or before the Closing Date, and if the Purchaser does not wish to accept the Vendor's solicitors' undertaking in that regard, then the Purchaser's solicitor shall provide notice in writing to the Vendor's solicitor, at least ten (10) days prior to the Closing Date requiring it to be discharged on the Closing Date.
41. The Vendor warrants that, on the Closing Date, all conditions in the Subdivision or other Development Agreements, which restrict occupancy, will have been complied with, and the governmental authorities will have approved the Dwelling Unit for occupancy. The Purchaser shall not call for the production on the Closing Date of an occupancy permit issued by the governmental authorities but shall accept the evidence prescribed by Tarion/H CRA/ONH WPA as to availability of occupancy without the necessity of an occupancy permit. The Purchaser acknowledges that some governmental authorities do not issue written occupancy permits. If work exterior to the Dwelling Unit, such as fencing, sodding, grading, landscape architecture and acoustical barriers, remains incomplete and the governmental authorities will not grant occupancy unless it is in receipt of an Indemnity, or any other document as may be required by the governmental authorities, from the Purchaser with respect to such incomplete work, the Purchaser shall execute and deliver to the Vendor forthwith upon request an Indemnity, or any other document as may be required by the governmental authorities, in the form required by the governmental authorities. The Purchaser agrees to forthwith upon request to do all acts and execute and deliver all documents, both before and after the Closing Date, as may be required by the Vendor or the relevant governmental authorities in connection with the acceptance of the subdivision as a whole by the governmental authorities.
42. On the Closing Date, the Purchaser shall accept the title to the Property provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, Municipal Subdivision and other development related (including without limitation any site plan agreement or subdivision agreement) agreements and to any easement or right-of-way granted or to be granted for installation and/or maintenance of any service such as, but not limited to, public or private utilities including water, sewage, storm water drainage, gas, or electricity, and telephone or cable lines whether servicing this or neighbouring properties, TV transmission systems, mutual driveways, and for maintenance of adjoining dwelling units, if applicable (collectively the "Development Agreements"). The Purchaser covenants and agrees to execute and deliver, without cost or charge to the Vendor, any such easements or rights-of-way after the Closing Date, within seven (7) days after receipt of written request therefor from the Vendor and shall also obtain the postponement to any such easement or right-of-way for any mortgages registered by or on behalf of the Purchaser. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including without limitation eaves, eavestroughing, or other attachments to the roofs, vents, pipes, wires or cables and the Purchaser further acknowledges that portions of the Dwelling Unit may encroach onto abutting lands. The Purchaser accepts legal access to the subject Property even though it may be restricted by .3 metre reserves owned by the governmental authorities 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. The Purchaser is to be allowed until sixty (60) days prior to the Closing Date, to examine the title at the Purchaser's own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove or to obtain title insurance to cover (with all related costs at the expense of the Purchaser) and which the Purchaser will not waive, this Agreement shall, (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations, be void and the deposit money shall be returned, without interest, and the Vendor and the Agent shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

Except where electronic registration of the documents is available, the Purchaser agrees to attend at the appropriate Registry Office at Twelve o'clock (noon) on the Closing Date to complete this transaction unless an alternate time has been specifically agreed upon between the Vendor and the Purchaser or their respective solicitors, in default of which attendance by the Purchaser, the Purchaser hereby waives tender by the Vendor and the Vendor need not thereafter establish that it could have effected a sufficient, good and valid tender upon the Purchaser. Any tender of documents or money or giving of notice herein may be made or given either upon or to the party hereto or the party's solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule "1" Chartered Bank. The balance due on the Closing Date shall be paid by certified cheque on the Closing Date drawn in favour of those parties as may be directed by the Vendor and/or its solicitors.

43. 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.
44. 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.
45. This Agreement shall be effective to create an interest in the Property only if the subdivision control provisions of the Planning Act are complied with by the Vendor on or before the Closing Date. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as such laws from time to time shall be in effect.
46. The Vendor will provide the Purchaser with a survey of the Property prepared by an Ontario Land Surveyor, showing the Dwelling Unit under construction upon the Purchaser's written request for the same, provided that the Purchaser shall not request the survey more than twenty-one (21) days before the Closing Date.
47. The Purchaser acknowledges and agrees that in the event, the Dwelling Unit being purchased herein is a semi-detached Dwelling Unit; the subject lot will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot.
48. 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:
 - a) the Purchaser shall be obliged to retain a solicitor in good standing with the Law Society of Ontario ("LSO") no later than thirty (30) days following acceptance of this Agreement and shall inform the Vendor with respect to same, to represent the Purchaser in connection with the completion of the transaction, and shall authorize such solicitor to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "EDRA"), establishing the procedures and timing for completing this transaction. The EDRA shall be consistent with the requirements of LSO. The Purchaser shall reimburse the Vendor as an adjustment on closing for any legal costs that the Vendor may incur to complete this transaction under the ERS. Should the Purchaser fail to retain a solicitor and maintain such retainer until successful completion herein or fail to inform the Vendor of the solicitor's identity as hereinbefore required, such omission shall be an anticipatory breach of this transaction entitling the Vendor to pursue all of its rights and remedies with respect to same;
 - b) the delivery and exchange of documents and monies for the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
 - I. shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and
 - II. shall be governed by the EDRA, 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 provision of the EDRA
 - c) if the Purchaser's solicitor is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the EDRA, then said solicitor (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;
 - d) 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;
 - e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and
 - f) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - I. delivered all closing documents and/or funds (if applicable) to the Purchaser's solicitor in accordance with the provisions of the EDRA
 - II. the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors on or before the Closing Date and the same shall be deemed to have affected a sufficient, good and valid tender upon the Purchaser;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. In addition, the Vendor shall have a one-time unilateral right in its sole and absolute discretion to extend the Closing Date for one (1) business day (as defined in the Addendum) to avoid the necessity of tender where the Purchaser is not ready to close on the Closing Date. In such a case, delayed closing compensation will not be payable for such period as set out in the Addendum;
 - g) If the Purchaser or their respective solicitor fail to deliver closing funds or documents to the Vendor's solicitor by 4:30 p.m. on the Closing Date, the Purchaser hereby waives tender and the Vendor shall need not thereafter establish that it could have affected tender upon the Purchaser. The parties agree that the delivery of documents (other than documents to be registered) on the Closing Date may occur by facsimile transmission or similar system reproducing them, provided that all documents have been properly executed by the appropriate parties, save and except for such documents as may be specified by the Vendor's solicitors as required original copies to be delivered on the Closing Date. The person transmitting the documents shall also provide original documents to the recipient within seven (7) business days of the later of (i) facsimile transmission of the documents, or (ii) a request for the original documents by the recipient'
 - h) Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario (the "ECAO"), as amended (or any successor or similar legislation) the Purchaser consents to use and accept any information and/or document to be

provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors. The Vendor acknowledges and confirms that the Vendor has authorized its solicitors noted herein to transmit all information and documents executed by the Vendor in an electronic format with a "trued up" or copy of the signature(s) of an authorized signing officer(s) of the Vendor and that such "trued up" or copy of the signature(s) shall satisfy the signature requirements of the ECAO as an electronic signature unless otherwise prescribed by the ECAO wherein such other prescribed signature format shall be incorporated herein. The Vendor agrees that it shall be bound by all such information and documents when so transmitted and shall continue to be bound from and after the Closing Date as therein provided.

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 by electronic funds to the Vendor's solicitor (or in such other manner as the latter may direct) by no later than 1:00 p.m. on the Closing Date. In addition to the foregoing, at the option of the Vendor's solicitor, the Purchaser shall deliver all closing funds through the Teranet Closure System and all costs and fees of delivering the closing funds in such manner shall be paid for by the Purchaser. In the event the Vendor's solicitor elects to have closing funds delivered by the Teranet Closure System, then the Purchaser's solicitor shall be a registered user of the Teranet Closure System.

49. The deed is to be prepared at the Vendor's expense and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on the Closing Date at the Purchaser's expense.

EXTENSIONS:

50. If for any reason, except the Vendor's willful act or neglect, the Dwelling Unit is not completed, utility services are not operative, the Planning Act has not been complied with, or the Dwelling Unit has not been approved for occupancy by all relevant governmental authorities, if applicable, 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, subject to the provisions of the ONHWPA and the Addendum attached hereto, the Closing Date shall be extended accordingly. The Purchaser acknowledges that construction of the Dwelling Unit is subject to the Vendor's overall construction schedule within this subdivision and that an extension of the Closing Date due to commencement of any phase of construction of the Dwelling Unit at a date other than the earliest possible date shall not constitute nor be deemed willful act or neglect. In the event an extension of the Closing Date is required by the Vendor pursuant to the WONHPA and Addendum attached hereto, in order to reduce the inconvenience caused by multiple extensions of the Closing Date, the Vendor has established a policy of requiring extensions which are longer than might appear to be required by the stage of construction of the Dwelling Unit as at the date of the extension, and thereafter to accelerate the Closing Date when it is clear that the Dwelling Unit can be delivered in accordance with its obligations hereunder. Therefore the parties hereto confirm and agree that the Vendor may accelerate the Closing Date by delivery of written notice of such acceleration to the Purchaser, or the Purchaser's Solicitor, to a date no earlier than 14 days from the date of such notice, provided the Purchaser consents to the same and subject to the provisions of the ONHWPA and the Addendum attached hereto.

ADJUSTMENTS ON CLOSING:

51. The Purchase Price includes all Municipal, Regional, educational or other governmental Development Charges that are in effect as of September 16, 2023 (the "Effective Date"). The Purchaser shall pay to the Vendor, as an adjustment on closing, the amount of any increases in any fees, charges, taxes, assessments, levies, development charges, education development charges or other levy or similar charge assessed against or attributable to the Property or construction of the Dwelling Unit after the Effective Date (the foregoing referred to as the "Increase") and any new fees, charges, taxes, assessments, levies, development charges, education development charges of any nature or kind assessed or imposed against or attributable to the Property or construction of the dwelling after the Effective Date (the foregoing referred to as the "New Charges"). The amount of the Increase and the New Charges shall be confirmed by a Statutory Declaration sworn on behalf of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
52. With respect to any business transfer tax, value added tax, goods and services tax, sales tax or any tax similar to them or any of them (any such tax or all such taxes being herein referred to as "Tax") that is applied to the sale of the Property or any component, building material or service relating to the construction or sale of the Dwelling Unit or the Property in which the Dwelling Unit is located, in the event that (a) a Tax that is not applicable to the within transaction as of the date of execution of this Agreement is imposed by the Government of Canada or the Government of the Province of Ontario or other authority having jurisdiction, or (b) a Tax that is applicable to the within transaction as of the date of execution of this Agreement is increased after the date of execution of this Agreement, and if the Vendor bears any responsibility for the payment or collection of such new Tax or increase in Tax, the Purchaser shall pay such new Tax or increase of Tax to the Vendor on the Closing Date. If the Purchaser fails to pay such new Tax or increase of the Tax, as aforesaid, the Vendor shall have the same rights and remedies as if the Purchaser had failed to pay the whole or any part of the Purchase Price. For clarity, it is understood and agreed that the Purchase Price includes all Tax payable by the Vendor and rebates available to the Vendor or the Purchaser with respect to the Dwelling Unit and the sale thereof as of the date of execution of this Agreement and any newly imposed Tax or increase in Tax, including an increase resulting from the combining of Goods and Services Tax and Retail Sales Tax, shall be payable by the Purchaser. The certificate of an officer or director of the Vendor as to the amount of such new Tax or increase in Tax shall be good and sufficient evidence of the amount payable by the Purchaser pursuant to the within paragraph of this Agreement.
53. Utilities, including fuel, water rates, and hydro, to be apportioned and allowed to the Closing Date. Where, by the Closing Date, the Vendor is in receipt of a final tax bill for the property for the year of closing, taxes will be adjusted based upon such final tax bill with the Vendor to receive a credit on the statement of adjustments for the Purchaser's proportionate share of the entire year's taxes whether or not paid, and the Purchaser shall close on the Vendor's undertaking to pay such realty taxes as they fall due. Otherwise, taxes shall be adjusted based upon the Vendor's reasonable estimate of such year's taxes with the Vendor to receive a credit on the statement of adjustments for the Purchaser's proportionate share of the entire year's taxes, so estimated, and the Purchaser shall close on the Vendor's undertaking to pay such realty taxes as and when the final tax bill for the property is received, with an adjustment to be made by the Vendor within 180 days of the Vendor's receipt of the final realty tax bill. Municipal Realty Tax reassessment and supplementary tax bills relating to the Dwelling Unit constructed on the Property shall be the sole responsibility of the Purchaser.
54. The Purchaser covenants and agrees to reimburse the Vendor on the Closing Date for the Tarion/ONHWPA enrollment fee(s) paid by the Vendor for, or with respect to, the Dwelling Unit, as well as any regulatory oversight or other fees payable to the HCRA pursuant to the New Home Construction Licensing Act ("NHCLA").
55. (a) The hot water heater and/or tank and/or the water filtration system, if any, may not be included in the purchase price, in which case, the Purchaser agrees to execute a contract for the purchase, rental or lease to own of said heater, tank and/or water filtration system, if any, from a service provider designated by the Vendor. If applicable, attached as a Schedule to this Agreement is the current form of Residential Water Heater Rental Agreement, which is subject to change,

as to form, terms and price, which is in effect as of the Closing Date. If the heater, tank and/or water filtration system, if any, are not rental or lease to own or directly purchased from the service provider, the Purchaser shall pay, or reimburse the Vendor on the Closing Date, the cost of the said heater, tank and water filtration system, if any, such cost to be absolutely determined by Statutory Declaration sworn on the part of the Vendor. On the Closing Date the Purchaser agrees to take all necessary steps to immediately assume, charges for hydro, gas, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The water meter and the hydro meter and the services with respect thereto are not included in the purchase price. The Purchaser shall pay on the Closing Date the sum of Three Hundred Fifty Dollars (\$350.00) (plus HST) for the cost of, or the charge made for, water service or installation of the water meter and Three Hundred Fifty Dollars (\$350.00) (plus HST) for the cost of, or the charge made for hydro service/meter energization and installation therefor.

55. (b) The Purchaser covenants and agrees to reimburse the Vendor on the Closing Date for the cost paid by the Vendor for the recycling containers, being one Blue Box, one Green bin and one kitchen collector, if applicable. The Vendor will provide to the Purchaser a voucher on or before the closing date, to be presented by the Purchaser at the Town office for redemption.
56. 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 One Thousand Dollars (\$1,000.00). All re-adjustments, without interest, to be made upon written request following Municipal Assumption of Subdivision Services, and after confirmation from the Vendor's project managers as to compliance with the Purchaser's obligations, as aforesaid.
57. Unless otherwise provided for on a separate schedule or schedules, if the Vendor agrees to take back a mortgage(s), the Purchaser acknowledges that the Vendor's solicitors shall act for the Vendor in respect of the mortgage(s). The Purchaser shall pay on the Closing Date as an adjustment the mortgagee's legal fees and registration expenses, including the levy of the LSO with respect to each such mortgage(s) registration.
58. The Purchaser shall be solely responsible and shall accept on the Closing Date a credit in favour of the Vendor for the amount charged or to be charged by the Vendor's solicitors to the Vendor representing the transaction levy imposed by the LSO or any similar authority with respect to the within transaction.
59. Purchaser is responsible for a charge of Four Hundred Dollars (\$400.00) (plus HST) for a townhouse building parcel, Seven Hundred Dollars (\$700.00) (plus HST) for a semi-detached home and Nine Hundred Dollars (\$900.00) (plus HST) for a detached home for a two coat asphalt driveway. This charge is for the private portion of the driveway. The Municipal portion of the driveway is the Vendor's responsibility. The driveway surface is to be paved with the base coat of asphalt within eighteen (18) months after closing and the top coat to be completed within the next calendar year.
60. The Purchase Price shall be adjusted accordingly for any other charge or cost provided for elsewhere in this Agreement, the Schedules attached hereto or any amendment or modification thereof, with all such adjustments, together with all specific adjustments set out herein, to be set out on Schedule "B" to the Addendum.
61. All proper readjustments shall be made after the Closing Date, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustments or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty percent (20%) per annum, calculated daily, not in advance, until fully paid 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.
62. The Vendor shall have the option to collect and remit the retail sales tax or HST, if any, payable by the Purchaser on any adjustments set out in this Agreement on chattels which are purchased in this transaction as a charge on the Closing Date and the allocation of such chattels to be estimated, if necessary, by the Vendor.
63. A Two Hundred Fifty Dollar (\$250.00) administrative fee (plus HST) shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is not accepted by the Purchaser's bank for any reason and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments and shall be paid on the Closing Date.
64. The Purchaser may be left without a tree on the lot in question. Purchasers are advised and hereby put on notice that tree planting is the responsibility of the builder and is only required to be carried out in accordance with the approved plans and municipal guidelines.
65. In the event the Purchaser has caused a delay in the Closing Date or in the event the Purchaser has requested a delayed Closing Date which the Vendor has in writing granted, the Vendor shall at its sole option, be entitled to charge an administration fee (plus HST) and/or a legal fee (plus HST) for the additional work caused by amending the Closing Date.

VENDOR'S RIGHTS AFTER CLOSING:

66. At any time prior to assumption of the subdivision by the Municipality, the Vendor may, following seven (7) days written notice to the Purchaser enter upon the Property and relocate or remove any changes, modifications or improvements made or installed by the Purchaser to the Dwelling Unit or the Property (which without limiting the generality of the foregoing includes air conditioning units, garden shed, patios, porches, fences, plantings, landscape architecture, driveway widening, alterations in curbs or curb cuts) which do not conform or comply with the applicable By-Laws, Site Plan or Subdivision Agreement or certification of the Dwelling Unit/Property or which were installed without the requisite permits or approvals or which the governmental authorities or other lawful authority requires to be removed or rectified before assumption of the subdivision by the Municipality, and the Vendor shall not be liable to the Purchaser for such removal or relocation nor shall the entry by the Vendor its servants or agents be considered a trespass. The Purchaser shall indemnify and save the Vendor harmless from any cost, charge, expense, penalty or outlay which arises from delay in Subdivision Assumption and forthwith reimburse the Vendor for any and all costs, charges and expenses including overhead and supervision with respect to any work undertaken or performed by it, firstly, to be taken from the Security Deposit and thereafter paid by the Purchaser to the Vendor forthwith upon demand. In addition to the above, the Purchaser acknowledges and agrees that, both prior to and following assumption of the subdivision by the municipal/government authority, the Purchaser, and all subsequent owners of the Property, shall be solely responsible for maintaining and repairing the sidewalk(s) and other areas surrounding the Dwelling Unit and the Property, including, without limitation, shovelling all snow and removing all ice from same, failing which the Vendor may, at its option, attend to such maintenance and repair prior to or after assumption of the subdivision by the municipal/government authority and in such instance, without the entry by the Vendor its servants or agents being considered a trespass, the Purchaser, or such subsequent owner or occupant (as the case may be), shall forthwith

reimburse the Vendor for any and all costs, charges and expenses including profit, overhead and supervision with respect to any work undertaken or performed by it, firstly, to be taken from the Security Deposit and thereafter paid by the Purchaser or such subsequent owner or occupant (as the case may be) to the Vendor forthwith upon demand. The Purchaser further agrees for itself and its successors and assigns (including, without limitation, successors in title) to, and does hereby, indemnify and save the Vendor, its affiliated and associated companies, their servants and agents harmless from all suits, actions, causes of action, damages, liability, fines, claims and demands of any nature or kind whatsoever for, upon or by reason of any damage, loss, injury to or death of person or property attributable directly or indirectly to the above, which indemnity shall survive in perpetuity, and the Purchaser covenants and agrees to obtain in favour of the Vendor a similar indemnity from all assignees and purchasers of and from the Purchaser and a similar covenant from same to obtain a similar indemnity from all of their assignees and purchasers

67. The Purchaser agrees that the Vendor, the subdivider or their servants or agents may, for such period after the Closing Date as is designated by the Vendor and/or subdivider have the right to enter upon the Property; (a) after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession; and (b) at all reasonable hours to inspect, repair, complete or rectify construction or grading and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such a provision. Further, the Vendor shall have the right, including without limitation, in the form of a licence, after the Closing Date, to enter upon the Property at all reasonable hours to permit access to complete or rectify construction, sodding, grading, fencing, landscape architecture or any matter required by the Subdivision Agreement or Site Plan, on this or other properties in the subdivision or to complete the Dwelling Unit on this or any abutting lands, provided however, the Vendor shall be responsible for all repairs to any damages caused by its entry as aforesaid to the Dwelling Unit constructed upon the Property by the Vendor. The Purchaser acknowledges and agrees that the Vendor may, in the Vendor's sole and absolute discretion, register notice of such right including a licence, on title to the Property, either with such right, including a licence, contained within the Transfer/Deed or otherwise, and the Purchaser shall and hereby covenants and agrees to accept title to the Property subject to such right, including a licence, and to execute and deliver to the Vendor any documentation required to give effect to such right, including a licence, and to facilitate the registration of such right, including a licence, on title to the Property. The Purchaser acknowledges that the Dwelling Unit is being constructed in a subdivision, which is, and may for some substantial period of time, be under construction and which will require the Vendor to enter upon the Property after the Closing Date. As such the Purchaser hereby releases the Vendor from any liability caused by the Vendor or its trades and arising from damage to, destruction or removal of Purchaser's improvements or additions to the Property including, without limiting the generality of the foregoing, underground sprinklers, paving, interlocking stone or brick, fencing, air conditioning units, landscaping or decorative features, installed by the Purchaser on or after the Closing Date and prior to Assumption of the subdivision by the governmental authorities.
68. 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 applicable or relevant interest thereon as set forth elsewhere in this Agreement, and that 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.

MISCELLANEOUS:

69. The Purchaser acknowledges that the Dwelling Unit has been purchased on the basis of plans, or brochure material, which the Purchaser has viewed and not necessarily from a model. Notwithstanding anything herein written, if at the time that this Agreement is executed, the Dwelling Unit constructed on the Property has already been substantially completed, the Purchaser shall purchase the Property in an "as built" condition rather than in accordance with any other representations herein contained.
70. The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling Unit unless the same is specifically provided for in any schedule forming part of this Agreement.
71. The deposit monies and further 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 or breach of any of the Purchaser's obligations or covenants hereunder shall constitute 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 provisions contained in this Agreement, including interest thereon from the date of demand for payment at the rate of twenty (20%) percent per annum, calculated daily, not in advance until paid until paid.
72. If the Purchaser has received a credit or reduction against the Purchase Price in order to induce the completion of this transaction, accelerate the Closing Date or change/modify any critical dates or other Addendum information or other details of this transaction or to change or alter the construction specification of the Dwelling Unit and thereafter the Purchaser fails to complete this transaction, all damages shall be assessed as if such credit or reduction had not been granted.
73. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on the Closing Date one or more covenants incorporating the terms hereof.
74. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser, upon which the Purchaser relies, and which were essential to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same. 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.
75. All buildings and equipment shall be and remain at the Vendor's risk until the Closing Date. In the event of any damage to the Dwelling Unit, howsoever caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling Unit.
76. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several. After execution of this Agreement, and save as to any agreement to terminate this Agreement,

execution of any supplementary document (including without limiting the generality of the foregoing, amendments, extra sheets and colour charts) signed by one of the Purchasers shall be sufficient to bind all Purchasers and each such Purchaser expressly grants the other Purchaser(s) a power of attorney to so execute such documents. The Purchaser hereby consents to the Vendor conducting enquiries or exchanging credit information with the credit agencies concerning this Agreement or the Purchaser at any time. The Purchaser consents to the Vendor's collection and use of the Purchaser's personal information pursuant to this Agreement (the "Personal Information") as may be required to complete the construction and sale of the Dwelling Unit to the Purchaser and for post closing and after sales customer care purposes. In addition the Purchaser consents to the distribution of Personal Information to any other trade, businesses, bodies or agencies as deemed appropriate by the Vendor which shall include but not be limited to (i) financial institutions or private lenders; (ii) insurance companies; (iii) any of the Vendor's trades or suppliers or any sub-trades and sub-suppliers; (iv) providers of telephone, television, telecommunication, security and utility services; and (v) any taxing or governmental authorities, whether Federal, Provincial or Municipal.

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

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

77. This Offer is irrevocable by the Purchaser until one minute before midnight on the irrevocable date as hereinbefore set out, after which time if not accepted, this Offer shall be void and the deposit monies returned to the Purchaser, without interest or deduction.

78. This transaction to be completed on the Closing Date subject to the Vendor's various rights of extension and acceleration as hereinbefore set out, but subject to the ONHWPA, on which date vacant possession of the Dwelling Unit is to be given to the Purchaser.

79. 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.
80. Headings are for the ease of reference only and shall not be read as part of this Agreement nor limit or modify any of the obligations of either party hereto.
81. (a) Any notice required to be given to the Vendor or Purchaser herein, prior to or on the Closing Date, shall be adequately given if given in writing to the party's solicitor, or prior to or on the Closing Date to the Purchaser's address, if any, set out on the front page of this Agreement of which this Schedule "B" forms a part. Any change of address by the Purchaser shall not be effective unless given in writing to the Vendor at its head office. In addition, any notice to be given hereunder by the Vendor to the Purchaser or the Purchaser's solicitor may be given by the Vendor using electronic communications, including the facsimile transmission number or the e-mail address as set forth on the front page of this Agreement or in the Addendum, and such notice shall be deemed received by the Purchaser on date of facsimile or e-mail transmission.
- (b) The parties hereto consent, agree and acknowledge that this Agreement and any amendments, disclosures, acknowledgments, document or agreement that is legally or otherwise required in connection with the transaction contemplated by this Agreement to be executed and/or delivered by the Purchaser and/or the Vendor (including, without limitation, the Pre-Delivery Inspection Form or other forms as required by the Tarion, HCRA, ONHWPA and/or NHCLA), or other agreements over the course of the parties' relationship (each a "Document") may be executed using electronic signature(s). An e-mailed or electronic signature of a party shall constitute an original signature binding upon that party. An electronic version of a Document shall be deemed to be the same as an original of the Document.
- Each of the parties hereto acknowledge and agree that the: (i) Purchaser's electronic signature, or, if applicable, the Purchaser's and Vendor's electronic signatures, or, if applicable, the Vendor's electronic signature, on any Document shall have the same legal and binding effect as if signed in ink, and shall satisfy all legal and other signature requirements; and (ii) act of executing the Document by electronic signature in no way constitutes a basis in favour of the party so executing to subsequently question, contest or challenge, the effective execution of such Document.
- The parties further agree that any Document, including the Agreement, may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Document.
82. In the event that this Agreement provides for any event to occur on a date, which is a Saturday, Sunday, or a Statutory Holiday, such event will occur on the first business day immediately thereafter.
83. If, on or after registration of the Plan of Subdivision, the lot number or municipal address of the Property is changed, the Purchaser agrees to accept such variation in lot number and this Agreement shall be read with all amendments required thereby.
84. If, prior to closing, the Purchaser fails to comply with any of the Purchaser's obligations herein or otherwise breaches any portion hereof, the Purchaser shall be deemed to be in default of this Agreement, whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of the same. The Vendor's non-enforcement of any default or remedy shall not be deemed to be a consent to any default or to be a waiver of any continuing or subsequent default.

HST:

85. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser agrees as follows:
- (a) In this Agreement, the following words and phrases shall have the following meanings:
- "**HST**" means the harmonized sales tax which shall consist of a federal portion (currently 5%) and a provincial portion (currently 8%). The Purchaser and Vendor agree that the HST, including the provincial portion thereof, applies to this transaction;
 - "**HST Legislation**" means the statutes, rules and regulations pertaining to the HST (including, without limitation, the provincial and federal portions thereof) that are enacted, passed, issued or promulgated in order to implement and administer the collection of the HST;
 - "**HST Rebate**" means all of the new housing rebates, refunds and credits, or the like that are permitted pursuant to the HST Legislation and includes, without limitation, the rebates, refunds and credits, pertaining to the federal and provincial portions thereof;
 - "**Net HST**" means the difference between the HST included in the Purchase Price and the HST Rebate.
- (b) It is understood and agreed that the Purchase Price set forth in this Agreement includes Net HST, and that the actual consideration for the Property, exclusive of requested changes or adjustments as herein provided, is the amount derived by subtracting Net HST payable with respect to the within transaction from the Purchase Price (the "**Consideration**"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration of the conveyance of the Property that the Vendor delivers to the Purchaser on the Unit Transfer Date. Subject to the foregoing provision and any other applicable subsections of this paragraph, the Purchaser covenants and agrees to pay the HST, as required by the HST Legislation.
- (c) The Purchaser covenants, warrants, and represents that the Purchaser is an individual and that the Purchaser or one of his or her relations (as defined in the HST Legislation) shall personally occupy the Property as his, her or their primary place of residence (as defined in the HST Legislation) within fourteen (14) days of Closing Date, for such period of time as shall then be required in order to entitle the Purchaser to the HST Rebate. The Purchaser shall execute all documents and do all such things so as to fully co-operate with the Vendor in any manner, which would legally minimize the amount of HST payable. In the event the Purchaser shall, for any reason, fail to qualify for the HST Rebate, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for such rebate and the Vendor shall have a charge upon the Property for such amount, such charge being enforceable in the same manner as a mortgage in default; in the event that such failure to qualify is known on or before Closing, the Vendor shall be credited in the Statement of Adjustments with the amount of such rebate on Closing.
- (d) In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights the Purchaser may have to the HST Rebate available with respect to the within transaction of purchase and sale pursuant to the HST Legislation. Such rebate may be reasonably estimated by the Vendor if necessary. The Purchaser shall, both before and after Closing, on demand of the Vendor, execute and deliver to the Vendor any assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor to apply for and receive such rebate.

- (e) In the event that, for any reason, the Purchaser shall fail to qualify for the HST Rebate, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified.
- (f) Despite the above, the Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on Closing or Unit Transfer Date, such credit shall be reflected as a reduction in the consideration so as to minimize the amount of HST payable.
- (g) Notwithstanding that the Purchase Price stipulated in this Agreement is inclusive of HST, the Purchaser shall at the Purchaser's own cost and expense, be responsible for payment of HST on all closing adjustments, amounts payable for extras, amounts payable for any other item in this Agreement and any increase in the rate of HST after the date hereof. The Vendor shall, however, be entitled to include in the calculation of the HST Rebate all HST payable, including the HST payable for extras and closing adjustments.
- (h) Notwithstanding anything contained in this Agreement to the contrary, the Vendor, in its sole and unfettered discretion, may require that the Purchaser apply directly for the HST Rebate after the Unit Transfer Date and in such event the Purchaser shall pay to the Vendor (in such form and by such method as may be directed in writing by the Vendor) on Closing or the Unit Transfer Date, at the Vendor's option, the amount of the HST Rebate in addition to the amount otherwise payable and the HST Rebate shall not be assigned by the Purchaser to the Vendor on Closing or Unit Transfer Date.
- (i) At the option of the Vendor, the Vendor shall be solely responsible for the payment of Net HST to the appropriate governmental authority.
- (j) The provisions of this paragraph supersede any provisions with respect to the Goods and Services Tax, the Retail Sales Tax and HST to the contrary contained in this Agreement.

ONTARIO NEW HOME WARRANTY:

- 86. The Purchaser shall not be entitled to examine the Dwelling Unit except when accompanied by a representative of the Vendor. Breach of this provision constitutes a trespass, and the Vendor in addition to any other remedy it may have at law, shall be entitled to terminate this agreement and forfeit the Purchaser's deposit. The Purchaser agrees to comply with all regulations under the Occupational Health & Safety Act, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor. The Purchaser further agrees to, and does hereby, indemnify and save the Vendor, its servants and agents harmless from all action, causes of action, fines, claims and demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of the Purchaser's friends, relatives, workmen or agents who have entered on the Property or any part of the subdivision of which the Property forms a part whether with or without permission, express or implied, of the Vendor.
- 87. The Purchaser (or the Purchaser's designate) agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to Closing, to conduct a pre-delivery inspection of the Dwelling Unit (the "PDI"). The PDI shall take approximately two (2) hours to complete. The Vendor's representative shall attend the PDI and no more than two (2) persons shall attend on behalf of the Purchaser, which two (2) persons shall include the Purchaser's designate authorized in writing in the form specified by Tarion, HCRA, ONHWPA and/or NHCLA. In the event of any items remaining uncompleted, at the time of such PDI, only such uncompleted items shall be listed by the Vendor on the approved forms required to be complete pursuant to the provisions of Tarion, HCRA, ONHWPA and/or NHCLA (the "Tarion Forms"), which the Purchaser covenants to execute. The Tarion Forms as completed, shall constitute the Vendor's only undertaking to complete or rectify the Property or the Dwelling Unit. If the Purchaser or the Purchaser's designate fails to attend the PDI or if the Purchaser or the Purchaser's designate should fail to execute the Tarion Forms, the Vendor shall have the right to execute the Tarion Forms and complete the PDI on behalf of the Purchaser by showing no items requiring rectification on the Tarion Forms and the Vendor shall be entitled to deem such failure of the Purchaser to complete the PDI and execute the Tarion Forms as a breach of this Agreement and in such event, the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of the same.
- 88. The Vendor shall complete such warrantable items as are contained within the Tarion Forms within a reasonable time after the Closing Date, subject to weather conditions, and the availability of supplies and trades. The warranties given under the ONHWPA replace any warranties at law or otherwise.
- 89. The Purchaser acknowledges that a Homeowner Information Package is available from Tarion.

SUCCESSORS AND ASSIGNS:

- 90. The Purchaser acknowledges and agrees that this Agreement and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors (including where applicable successors in title) and assigns of the parties hereto.

OTHER:

- 91. The Purchaser acknowledges and agrees that they may be responsible for any installation and/or activation charge that Canada Post may impose relating to community mailboxes.
- 92. Without limiting the generality of any of the foregoing in this Agreement, the Purchaser agrees to, and does hereby, indemnify and save the Vendor, its affiliated, associated and beneficiary entities, their respective officer, directors, employees, servants and agents, harmless from all costs, expenses, suits, actions, causes of action, damages, liability, fines, claims and demands of any nature or kind whatsoever for, upon or by reason of, or arising out of the Purchaser's actions, failure to act or negligence in keeping, observing, or performing any of the terms, provisions, conditions or obligations to be kept or observed herein. All schedules attached hereto shall constitute and form part of this Agreement.

CHANGE OF SOLICITOR:

- 93. In the event that the Purchaser desires to change his or her solicitor but fails to inform the Vendor's Solicitor of the foregoing change prior to the time that the closing package has been completed (even if the package has not yet been forwarded to, or received by, the Purchaser's solicitor), then the Purchaser shall reimburse the Vendor, on the Closing Date, for the legal fees and ancillary disbursements which may be incurred by the Vendor and/or charged by the Vendor's Solicitor in order to revise the closing package accordingly, and/or to reproduce and resend the closing package (or any portion thereof) as the case may be, to the Purchaser or the Purchaser's solicitor, but without there being any obligation whatsoever on the part of the Vendor or the Vendor's Solicitor to approve of, or to implement, any such changes so requested by the Purchaser, and with such legal fees of the Vendor's Solicitor to be a minimum of \$200.00 plus ancillary disbursements, plus HST.

Energy Star Program

94. That the Vendor and the representative of Energy Star Program shall be entitled to enter the dwelling after closing to complete inspection(s) of the dwelling house and the Energy Star Program features therein contained; and

In the event that the Vendor did not supply appliances and fixtures to the Purchaser(s)/Tenant(s), the Purchaser(s)/Tenant(s) agrees to outfit the home only with the Energy Star Program appliances and fixtures.

THIRD-PARTY SERVICES AND MARKETING MATERIAL

95. The Purchaser acknowledges that the Vendor provides no express or implied representation or warranty with respect to the quality, performance or fitness of any product and/or service provided by a third-party service provider who may install fixtures and/or provide services to the Property and/or the Dwelling Unit constructed thereon, including, without limitation, any telecommunication or “smart home” service provider and/or product(s) (collectively, the “Third-Party Services/Products”), notwithstanding the Vendor’s presentation of marketing material or advertising related to the Third- Party Services/Products (including, without limitation, in the sales office of the Vendor). The Vendor assumes no liability with respect to the accuracy of, or representations made, in any marketing or informational material received by the Purchaser related to the Third-Party Services/Products. The Purchaser acknowledges that the ONHWPA shall not apply to the Third-Party Services/Products. Warranties for the Third-Party Services/Products, if any, shall come from such third-party service provider, as applicable.

DRAFT

Purchaser's Initials _____
Purchaser's Initials _____

Statement of Critical Dates

Delayed Closing Warranty

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

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

VENDOR

Full Name(s) _____

PURCHASER

Full Name(s) _____

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 15th day of February, 2024.

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 14th day of June, 2024.

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 15th day of October, 2024.

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 16th day of June, 2025.

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the 17th day of November, 2023.

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

Notice of a second delay in Closing must be given no later than: the 15th day of March, 2024.

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

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on: the 16th day of July, 2025.

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

Acknowledged this ____ day of _____, 20____.

VENDOR: _____

PURCHASER: _____

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR

Full Name(s)			
HCRA Licence Number		Address	
Phone	City	Province	Postal Code
Fax	Email*		

PURCHASER

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

PROPERTY DESCRIPTION

Municipal Address		
City	Province	Postal Code
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: _____

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 ____ day of _____, 20__. | |

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

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

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

Freehold Form (Tentative Closing Date)

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

**Freehold Form
(Tentative Closing Date)**

Condition #1 (if applicable)

Description of the Early Termination Condition:

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.

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.

Freehold Form (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.

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

**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

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

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

DRAFT

**Freehold Form
(Tentative Closing Date)**

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

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

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

DRAFT

Freehold Form
(Tentative Closing Date)

Property Lot: Plan:
Oakville, ON

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 GG Redoak Inc.
Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ____ day of _____, 20__.

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 ____ day of _____, 20__.

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 ____ day of _____, 20__.

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 ____ day of _____, 20__.

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the ____ day of _____, 20__.

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

Notice of a second delay in Closing must be given no later than: the ____ day of _____, 20__.

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

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on: the ____ day of _____, 20__.

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

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

Acknowledged this ____ day of _____, 20__.

VENDOR: _____

PURCHASER: _____

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR

GG Redoak Inc.

Full Name(s)

61155

351 King Street East, 13th Floor

HCRA License Number

Address

(416) 449-1340

Toronto ON M5A 0L6

Phone

City Province Postal Code

(416) 449-1073

customercare@greatgulf.com

Fax

Email*

PURCHASER

Full Name(s)

Address

City Province Postal Code

Phone

Fax

Email*

PROPERTY DESCRIPTION

Municipal Address

Oakville ON

City Province Postal Code

Part of Lot 10, Concession 1, North of Dundas Street, Town of Oakville, Regional Municipality of Halton

Short Legal Description

Number of Homes in the Freehold Project 115 (if applicable — see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

Yes No

Yes No

Yes No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property.

Yes No

If yes, the nature of the confirmation is as follows:

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 day of , 20.

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

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

FREEHOLD TENTATIVE - October 7, 2020

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https://db.greatbuildersolutions.com/library/gbs_so_forms_printer.php

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SCHEDULE B TO ADDENDUM
ADJUSTMENTS TO PURCHASE PRICE OR
BALANCE DUE ON CLOSING
OAKPOINTE
OAKVILLE, ONTARIO

PART 1—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.

HYDRO SERVICE/METER ENERGIZATION AND INSTALLATION Section 55 of Schedule B of the Purchase Agreement	\$350 plus HST
WATER SERVICE/METER INSTALLATION Section 55 of Schedule B of the Purchase Agreement	\$350 plus HST
SUBDIVISION DAMAGE SECURITY DEPOSIT Section 56 of Schedule B of the Purchase Agreement	\$1,000
ASPHALT PAVING DRIVEWAY CHARGE Section 59 of Schedule B of the Purchase Agreement	\$400 plus HST for townhouse \$700 plus HST for semi-detached home \$900 plus HST for detached home
DISHONoured CHEQUE ADMINISTRATIVE FEE Section 63 of Schedule B of the Purchase Agreement	\$250 plus HST for <u>each</u> occurrence
CHANGE IN SOLICITOR Section 93 of Schedule B of the Purchase Agreement	Minimum of \$200 plus HST

PART 2—ALL OTHER ADJUSTMENTS – to be determined in accordance with the Purchase and Sale 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.

ADJUSTMENT FOR PURCHASER’S FAILURE TO MAKE A SELECTION OR A RE-SELECTION, if applicable Section 2 of Schedule B of the Purchase Agreement	
UNPAID BALANCE OWING FOR EXTRAS ORDERED BY PURCHASER, if applicable Section 4 of Schedule B of the Purchase Agreement	
VENDOR’S RIGHT TO REFUND FOR EXTRAS NOT SUPPLIED, if applicable Section 4 of Schedule B of the Purchase Agreement	
CHARGE OR REFUND, IF APPLICABLE, FOR WALKOUT BASEMENT AND/OR REAR DECK Section 7 of Schedule B of the Purchase Agreement	
REMOVAL OF UNAUTHORIZED WORK, if applicable Section 11 of Schedule B of the Purchase Agreement	
DIRECTING CHANGE IN TITLE, if applicable Section 26 of Schedule B of the Purchase Agreement	

VENDOR’S COSTS IN REMOVING IMPROPER REGISTRATION ON TITLE PRIOR TO CLOSING, if applicable

Section 27 of Schedule B of the Purchase Agreement

VENDOR’S SOLICITOR’S CHARGES FOR ELECTRONIC REGISTRATION

Section 48 of Schedule B of the Purchase Agreement

“INCREASE” DEFINED IN S.51, if applicable

Section 51 of Schedule B of the Purchase Agreement

“NEW CHARGES” DEFINED IN S.51, if applicable

Section 51 of Schedule B of the Purchase Agreement

INCREASE OR NEW TAXES, SUCH AS VALUE ADDED TAX, HST, SALES TAX, ETC. , if applicable

Section 52 of Schedule B of the Purchase Agreement

UTILITIES AND REALTY TAXES

Section 53 of Schedule B of the Purchase Agreement

TARION/ONHWP ENROLMENT FEE(S), HCRA/NHCLA REGULATORY OR OTHER FEES

Section 54 of Schedule B of the Purchase Agreement

COST OF HOT WATER HEATER AND TANK AND WATER FILTRATION SYSTEM, INCLUDING RENTAL, if applicable

Section 55 of Schedule B of the Purchase Agreement

VENDOR’S SOLICITOR’S CHARGES FOR TAKE-BACK MORTGAGE, if applicable

Section 57 of Schedule B of the Purchase Agreement

TRANSACTION LEVY CHARGED BY THE LAW SOCIETY OF ONTARIO

Sections 57 and 58 of Schedule B of the Purchase Agreement

RETAIL SALES TAX, if applicable

Section 62 of Schedule B of the Purchase Agreement

DELAYED CLOSING DATE ADMINISTRATIVE AND LEGAL CHARGES, if applicable

Section 65 of Schedule B of the Purchase Agreement

VENDOR’S COSTS, LOSSES, DAMAGES AND INTEREST DUE TO PURCHASER’S DEFAULT, if applicable

Sections 61 and 71 of Schedule B of the Purchase Agreement

REIMBURSEMENT FOR LOSS OF HST REBATE IF PURCHASER DOES NOT QUALIFY OR IF VENDOR EXERCISES ITS OPTION, if applicable

Section 85 (c), (e) and (h) of Schedule B of the Purchase Agreement

“NET HST”, AS DEFINED IN THE PURCHASE AGREEMENT

Section 85 (b) of Schedule B of the Purchase Agreement

ASSIGNMENT OF HST REBATE

Section 85 (d) of Schedule B of the Purchase Agreement

HST ON TAXABLE ITEMS ADJUSTED

Section 85 (g) of Schedule B of the Purchase Agreement

INSTALLATION AND ACTIVATION OF COMMUNITY MAILBOX, if applicable

Section 91 of Schedule B of the Purchase Agreement

**APPENDIX TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE
EARLY TERMINATION CONDITIONS**

The Early Termination Conditions referred to in paragraph 6 of the Addendum are as follows:

A. CONDITIONS PERMITTED IN PARAGRAPH 1(b) OF SCHEDULE "A" TO THE ADDENDUM

1. Description of the Early Termination Condition:

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, that the Purchaser has the financial resources to complete the transaction in this Agreement. The Vendor shall have sixty (60) days following the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting Income and source of funds or evidence of a satisfactory and unconditional mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. This condition shall be deemed satisfied or waived by the Vendor unless written notice is sent to the Purchaser by the date set forth below (being 60 days following the date of acceptance of this Agreement by the Vendor).

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

There is no Approving Authority for this Early Termination Condition

The date by which Condition #A1 is to be satisfied is the ____ day of _____, ____.

**ADDENDUM TO AGREEMENT OF PURCHASE AND SALE WITH
DRAFT PLAN OF SUBDIVISION
Warning Clauses and/or Restrictive Covenants
OA3 - Oakville**

Purchaser(s) _____

Lot No.: _____ **Plan No.:** TBR

The Owner agrees to place the following notification in all offers of purchase and sale for all lots and/or units and in the Town's subdivision agreement to be registered on title:

Purchaser(s) acknowledge that:

- a) Purchasers and/or tenants for all lots/blocks are advised that the Dundas Urban Core block at the intersection of Dundas Street and Robert Lamb Boulevard may be developed for future residential, commercial or mixed commercial /residential uses up to 12-storeys in height.
- b) Purchasers and/or tenants of all lots/blocks are advised that the block of land at the north-east and south-east corner of Wheat Boom Drive and Eighth Line may be developed for future commercial or mixed commercial /residential uses up to 6-storeys in height.
- c) Purchasers and/or tenants of all lots/blocks are advised that the block of land at the north-east of Dundas Street East and Eighth Line may be developed for future commercial or mixed commercial / residential uses up to 12-storeys in height.
- d) Purchasers and/or tenants of units within Blocks 3, 39, 21, 25, 40 and 42 are advised that the development adjacent to these lots are part of a future phase and may remain vacant until the developer/builder proceeds.
- e) Purchasers and/or tenants of Blocks 1, 2, 39 and 21-24 adjacent to or near the Natural Heritage System, or any other parkland and open space are advised that these Parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out routine maintenance such as grass and weed cutting.
- f) Purchasers and/or tenants of Blocks 21-24 are advised that they abut a Walkway Block, which will allow for public access. These walkways may be lit or unlit at certain times.
- g) Purchasers and/or tenants of lots or units adjacent to or near the Village Square, Neighbourhood Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out routine maintenance such as grass and weed cutting.
- h) Purchasers and/or tenants of lots or units adjacent to or near the Village Square and servicing / walkway block abutting Blocks 46 and 47 are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, and trails.
- i) Purchasers and/or tenants of Blocks 39 are advised that a walkway may abut the subject property consistent with the North Oakville East Trails Plan. During normal use of, and activity on, the walkway, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property.
- j) Purchasers and/or tenants of units within Blocks 1-7, 13-18, 20, and 24-39 are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks.
- k) Purchasers and/or tenants for Blocks 1-3, 21-24, and 39 adjacent to the Natural Heritage System and Stormwater Management Facility, a statement which advises that the Town

reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited.

- l) Purchasers are advised that the Town of Oakville's current street tree planting standards, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree. Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision particularly on narrow building lots.
- m) Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal.
- n) Purchasers and/or tenants are advised that the homeowner's builder is responsible for the timing and coordination of rectifying lot grading matters which occur prior to assumption.
- o) Purchasers and/or tenants are advised that prior to the placement of any structures in side and rear yards, the Zoning By-law should be reviewed to determine compliance and that a Site Alteration Permit may be required prior to proceeding to do any site work, and further that grading alterations or placement of any structure including sidewalks are not permitted within 0.3m (one (1) foot) of all side and rear yards without prior approval from the Town of Oakville.
- p) Purchasers and/or tenants are advised that private landscaping is not permitted to encroach within the Town's road allowance, Natural Heritage System, Stormwater Management Ponds, or any other Town property. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption.
- q) Purchasers and/or tenants are advised that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins.
- r) Purchasers are advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots.
- s) Purchasers and/or tenants are advised that the homeowner's Builder is required to ensure the lot is graded to the approved lot grading plan and to have the lot grading certified prior to the reduction/release of any post lot grading securities. The Builder is to advise the purchaser once the lot has been graded to the approved plan and certification has been provided to the Town. The purchaser and/or tenant will be provided a period of time in which contest any grading issues. Should the purchaser not contest the grading certificate completed by the Builder, the purchaser will then assume full responsibility for the lot grading beyond that point. Purchasers are advised that they are not permitted to modify or alter the grading of their lot without prior written approval from the Town of Oakville.
- t) Purchasers are advised that the following street(s) in the area may be designated as interim or permanent bus routes, and that bus stops and shelters may be installed along the street(s): Wheat Boom Drive and Eighth Line.
- u) Purchasers and/or tenants are advised that home/business mail delivery will be from designated Community Mailboxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mailbox locations prior to the closing of any home sales.
- v) Purchasers are advised that the schools on sites designated for the Halton District School Board or Halton Catholic District School Board in the community are not guaranteed.

Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.

- w) Purchasers are advised that school buses will not enter a cul-de-sac and pick-up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed.
- x) Purchasers are advised that Village Squares will contain children's play equipment that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Village Squares may also contain community mailboxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks.
- y) Purchasers are advised that Town Stormwater Management Ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.
- z) Purchasers are advised that driveway entrance widenings or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable.
- aa) Purchasers are advised that Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Further, Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board.
- bb) Purchasers are advised that North Oakville is founded on the principle of public transit as a priority and as such buses with varying frequencies of services are expected to operate throughout the neighbourhoods. Residents are expected to accept bus operations, with their associated impacts as a reality along roadways of this community. Transit infrastructure including bus stops and bus shelters may be located on municipal streets within subdivisions either as temporary and/or permanent features.
- cc) Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent public parking along municipal roads except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent.
- dd) Purchasers are advised that there is the potential for high water pressures within the subdivision.
- ee) Purchasers and/or tenants are advised that there is the potential for future water pressures changes within the subdivision resulting from the realignment of the Region's water pressure zones from the existing zone condition, to the interim, and ultimate zone pressure conditions.
- ff) Purchasers and/or tenants of lots in proximity to Dundas Street are advised that noise attenuation barriers may be located adjacent to the lot on public property and that no modifications or alterations are permitted to the noise attenuation structure.
- gg) Purchasers and/or tenants are advised that private landscaping is not permitted within the road allowance area abutting your property without a boulevard garden permit. Unauthorized landscape material may be removed without notification.
- hh) Purchasers are advised that on certain lots in the Subdivision, service trenches cross the driveway and settlement may occur. Purchasers are also advised that prior to paving, they

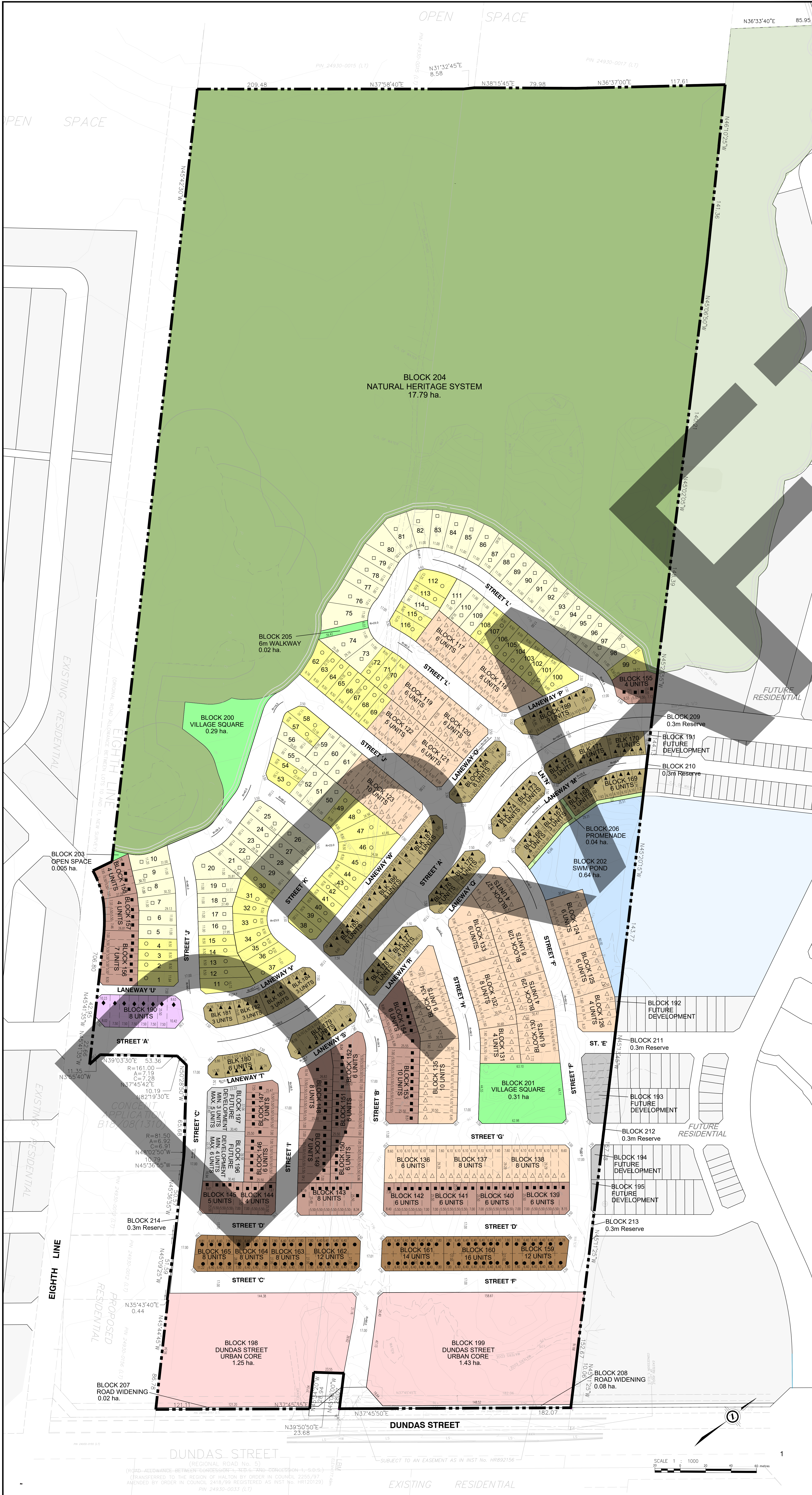
should ensure that there is no further settlement taking place.

- ii) Purchasers acknowledge that the Town's Subdivision Agreement may require that a sidewalk be built on the side of the street on which their lot fronts and will not object to the construction of that sidewalk and this clause shall not merge in the closing of this transaction.
- jj) Purchasers and/or tenants acknowledge that every contract for the sale of any land within the plan shall, notwithstanding that land may have been released from the charge and burden of the Town's Subdivision Agreement, for all other purposes, contain the following restrictions and they will be incorporated in all conveyances as covenants running with the land for the benefit of the other land in the plan:
 - i) No hedge, fence or other structure on any corner lot shall be planted, constructed or permitted to exceed three feet in height measured above the crown of the road at the intersection at any point within thirty feet of the corner of the lot measured on both frontage and flanks, provided however, that this shall not prevent the construction of any building that complies with the setback requirements of the by-laws of the Town of Oakville applying to the lot.
 - ii) No rear lot drain, or other drain established by this Agreement may be clogged, filled altered, obstructed, or removed without the consent of the Director of Planning Services of the Town of Oakville.
 - iii) No building may be erected except in accordance with a site, grading and elevation plan approved by the Engineer.
 - iv) No lot shall be altered in such a way that its drainage or the drainage of any other lot is interfered with, or the plan required by subsection (iii) of this Section is not adhered to, subject to any change approved by the Engineer.
- kk) Purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes, cable/telecommunication pedestals and on street parking restrictions located in front of their properties within the Town's road allowance or on easements.
- ll) Purchasers are advised that due to site specific side yard setbacks and zoning restrictions, air conditioning units may not be able to be accommodated in the side yard. Prior to proceeding to install an air conditioning unit the owner is to contact the Town of Oakville Zoning Section to confirm whether the unit can be accommodated.
- mm) Purchasers are advised to confirm the zoning requirement for their lot prior to the placement of any structures in or along their side and rear yards. Grading alterations and/or placement/installation of any structure, including sidewalks, that impacts/alters the approved lot drainage arrangement (see approved lot grading plan for the subject lot), requires the review/approval of the Town of Oakville.
- nn) Purchasers are advised that nearby park facilities will attract people from outside the area and parking on the street by park users may be a common occurrence. Subject to compliance with municipal parking regulations, this on-street parking is deemed to be a legitimate use of the public road allowance.
- oo) Purchasers of dwelling units in Blocks 4-7, 11-15, 18-20 and 39 are advised that their properties are subject to a municipal storm sewer drainage easement to accommodate rear lot catch basins located on or adjacent to their lot or block.
- pp) Purchasers are advised that the Town may install lighting in the park for illumination and that the illumination may be visible from the subdivision.
- qq) Purchasers are advised that designated Transit Routes, service stops and/or shelters may be erected anywhere in the future. Purchasers are further advised that these Transit Routes will eventually connect to the future developments to the east and west of this subdivision.
- rr) Purchasers are advised that the park facilities may be used in the evenings and on weekends and that during peak periods, park visitors may park upon the street in front of their home.

- ss) Purchasers are advised that the installation of a private swimming pool is not permitted until the subject lot receives its necessary lot grading certification. This certification serves to confirm that the lot has been constructed according to the approved plans, including the approved lot grading plan. Once the subject lot has been certified, owners wishing to construct a pool will be required to secure the necessary permits that allow for its installation which may include modifications to the lot's grading.
- tt) Purchasers are advised that overnight on-street parking on one side of the street may be available on the street in front of their home. The purchaser is advised to review the approved plan to determine which side of the street will accommodate on-street parking. Vehicles may be parked overnight on the street when a valid parking permit has been served for that vehicle. A permit does not entitle any owner to a particular space, nor does it entitle the vehicle to a space on the street, should all spaces be occupied by permit or otherwise.
- uu) Purchasers adjacent to, or near channel blocks, and storm water management blocks are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkway and trails.
- vv) Purchasers are advised that the storm water management pond will contain a permanent pool of water. The pond is subject to fluctuating water levels due to rain events and is not to be used for recreational purposes. Purchasers are also advised that the Town reserves the right to install a public trail connection within this block.
- ww) Purchasers and/or tenants of lots or units adjacent to or near Blocks 198 and 199 on Draft Plan of Subdivision 24T-20009 are advised that these Blocks are identified for higher density residential development, potentially with condominium tenure.
- xx) Purchasers and/or tenants are advised that gates are not permitted to be installed along any boundary fence adjacent to any lands intended for a park, school, or Natural Heritage System.
- yy) All mail will require retrieval from designated Canada Post Boxes which will be located throughout the development.
- zz) Purchasers are advised that this plan of subdivision was developed with a defined amount of on-street parking and that in order to ensure the continuance of this parking provision, no driveway widening will be permitted beyond that approved at the time the lot was developed. Exceptions may be considered by the town where driveway widening would not result in a loss of on-street parking spaces.
- aaa) Purchasers of lots/units abutting, fronting and adjacent to the school site designated for the Halton District School Board are advised that temporary facilities / portables may be sited on the school site in order to accommodate pupils in excess of the school building capacity.
- bbb) Purchasers will give similar notices to their purchasers ad infinitum. No general release of any lot from the provisions of this agreement will release any Owner from the provisions of this section unless this section is specifically referred to in the release.
- ccc) Purchasers and/or tenants of lots or units adjacent to, or in proximity to, the Neighbourhood Park and servicing/walkway blocks are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bike paths, playgrounds, trails, sports fields (lit or unlit), splash pad, skateboard park, tennis court, visitor parking and/or multi-use courts. In addition to daytime uses, park facilities may be used in the evenings and on weekends.
- ddd) Purchasers and/or tenants are advised the builder is responsible for rectifying lot grading matters up until acceptance of the lot grading certification. Any lot grading issues identified once the lot has been certified and accepted by the Town/lot owner, will be the

lot owners to address.

- eee) Purchasers are advised that an overall grade control plan has been approved for this Lot and Plan of Subdivision and the approved plan may allow/provide for lot through lot drainage arrangements. The overall drainage arrangement for the lands (including the subject lot) must be maintained for the overall benefit of the area and as such, the approved lot drainage arrangement (see approved lot grading plan for this lot) shall not be altered without the review/approval of the Town of Oakville.
- fff) Purchasers are advised that the established lot grading supports an overall drainage plan for the lands within and abutting their lot. Alterations to the established lot grading and drainage pattern may only be undertaken with the approval of the Town of Oakville. Unauthorized alterations to the established lot grading plan are prohibited by By-law.
- ggg) Purchasers and/or tenants of all lots and blocks are advised that sound levels due to increasing road and air traffic may occasionally interfere with some activities of the dwelling unit occupants, as the sound levels exceed the Town's and the Ministry of the Environment's noise criteria.
- hhh) Purchasers and/or tenants of Blocks 1-7, 13-17, 18 (western end unit), 20 (eastern end unit), 24 (western end unit) and 25-39 are advised that this dwelling unit has been fitted with a forced air heating system and the ducting etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality and the Ministry of the Environment, Conservation and Park's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done to minimize the noise impacts and comply with the criteria of the MECP publication NPC-300, as applicable Residential air conditioning devices).



KEY PLAN



DRAFT APPROVAL
Subject to the conditions set forth in our letter dated October 21, 2021, this Draft Plan is approved under Section 51 of the Planning Act, R.S.O. 1990, as amended, this 5th day of October, 2021

Gabe Charles, MCIP, RPP
Director of Planning Services for the Town of Oakville
(Authority by By-law 1998-272)

SCHEDULE OF LAND USE

Lot/Block	Land Use	Units	Area(ha)
Lots 1-116	Single Detached 11.0m (36x100ft) min.	58	3.84
Blks 117-138	Single Detached 8.5m (28x100ft) min.	58	3.01
Blks 139-158	Street Townhouse 6.1m (20x100ft) min.	144	1.99
Blks 159-165	Street Townhouse 5.5m (18x83.7ft) min.	122	0.75
Blks 166-189	Back to Back S.T.H. 6.4m (21x44ft) min.	78	1.45
Block 190	Rear Lane Live Work 7.5m (24.6x83.7ft) min.	8	0.17
Blks 191-195	Future Development		0.27
Blks 196,197	Future Development	11	0.23
Blks 198,199	Dundas Street Urban Core		2.68
Blks 200,201	Village Square		0.60
Block 202	Storm Water Management Facility		0.64
Block 203	Open Space		0.01
Block 204	Natural Heritage System		17.79
Block 205	6.0m Walkway		0.02
Blks 206	Promenade		0.04
Blks 207,208	Dundas Road Widening		0.10
Blks 209-214	0.3m Reserves		0.01
Public Roads	22.0m ROW (543m) 17.0m ROW (3,014m) 11.0m ROW (192m) 7.50m ROW (129m)		7.01
Total		592	40.61

OWNER'S AUTHORIZATION

We, Redoak G & A Inc. and Capoak Inc. hereby authorize Malone Given Parsons Ltd. to prepare and submit this Draft Plan of Subdivision to the Town of Oakville.

Kathleen Schofield A.S.O. March 25, 2020

NOTE: Town of Oakville owner authorization provided separately

SURVEYOR'S CERTIFICATE

I hereby certify that the boundaries of the lands to be subdivided as shown on this Plan and their relationship to the adjacent lands are accurately and correctly shown.

Ron Querubin, O.L.S., O.L.I.P. March 26, 2020

JD Barnes Limited

ADDITIONAL INFORMATION

AS REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT, CHAPTER P.13(R.S.O. 1990).

- (a),(e),(f),(g),(j),(l) - As shown on the Draft Plan.
- (b),(c) - As shown on the Draft and Key Plan.
- (d) - Land to be used in accordance with the Schedule of Land Use.
- (i) - Soil is Clay Loam.
- (h),(k) - Full municipal services to be provided.

NOTE: Contours relate to Canadian Geodetic Datum, Contour interval is 1m with .25m interpolated.

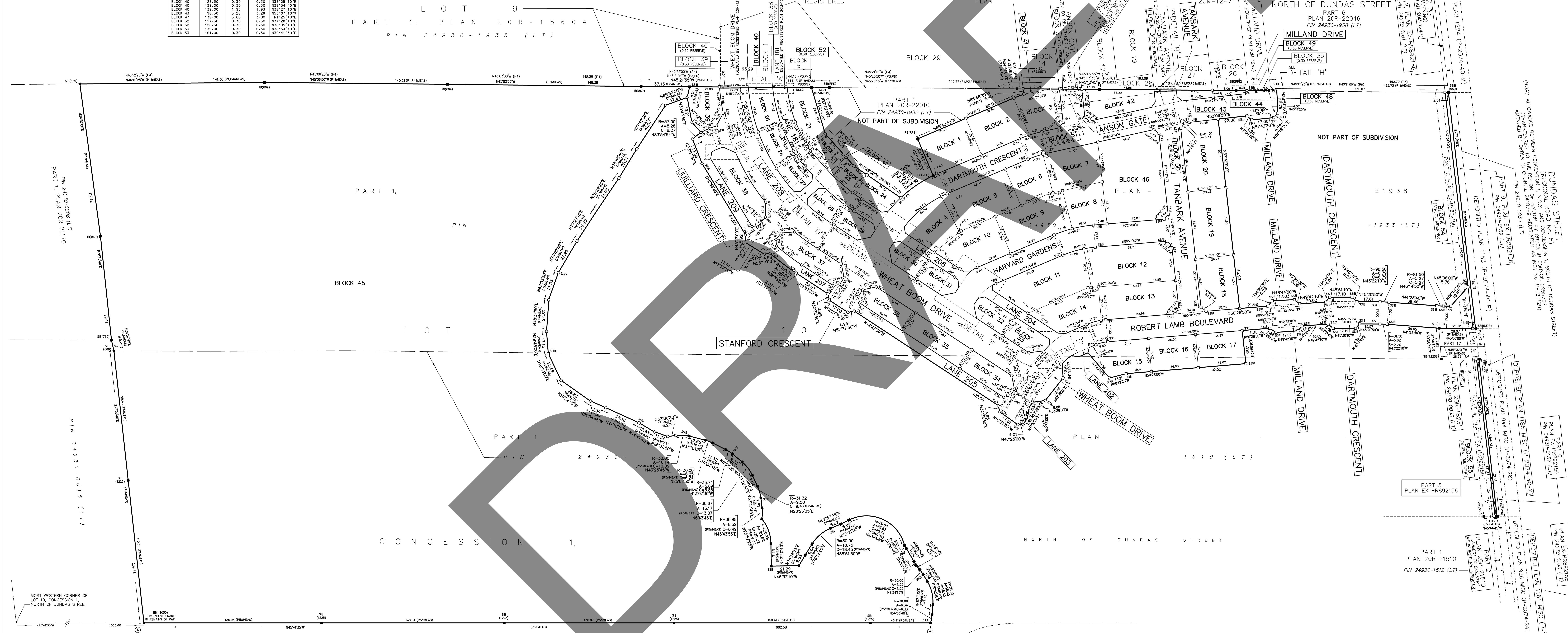
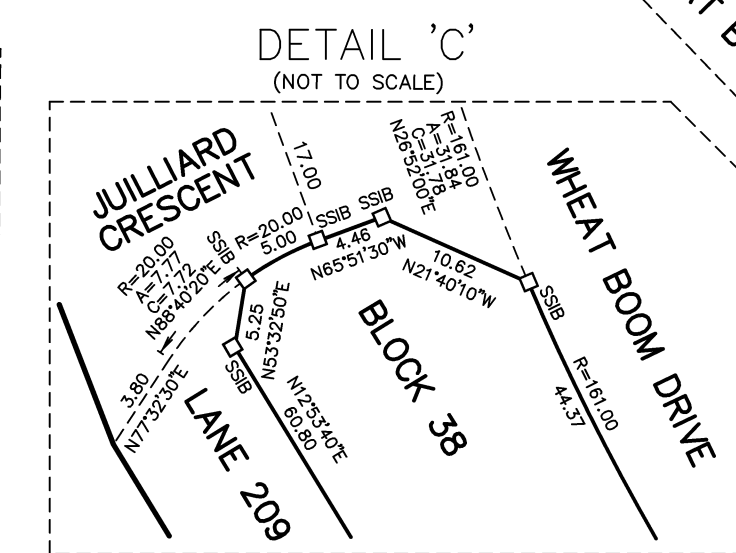
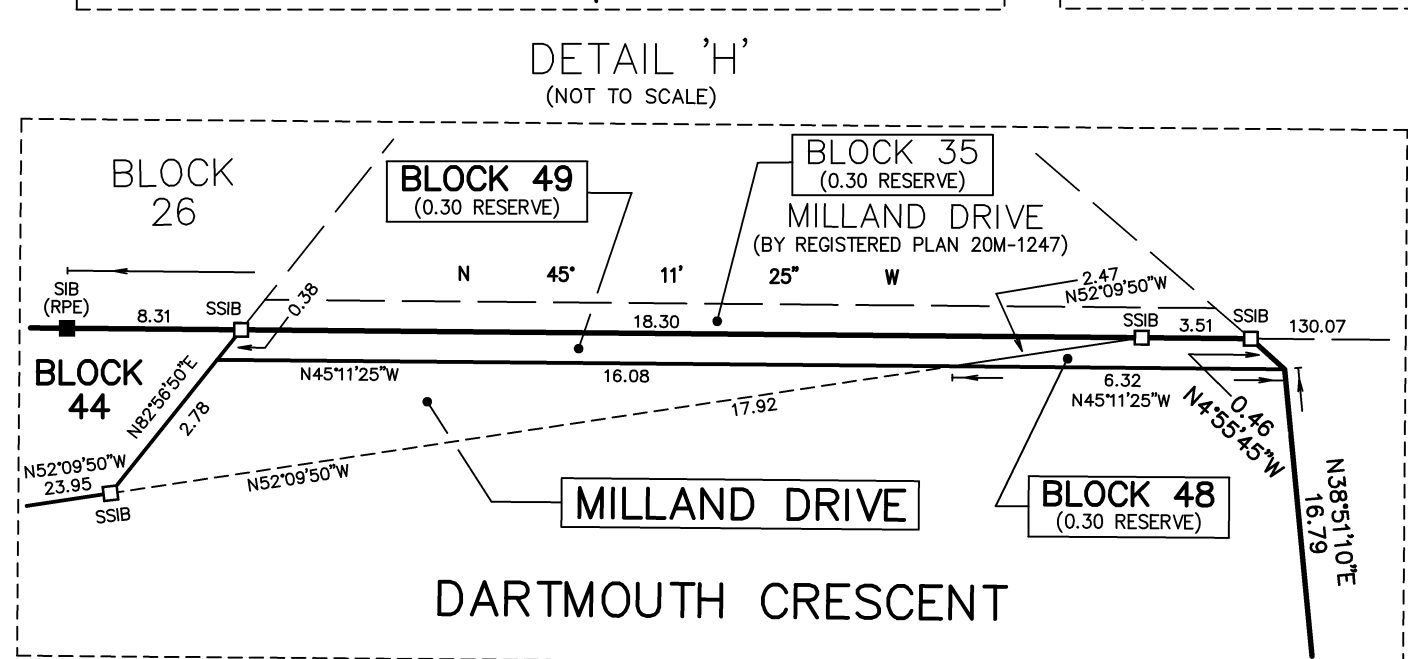
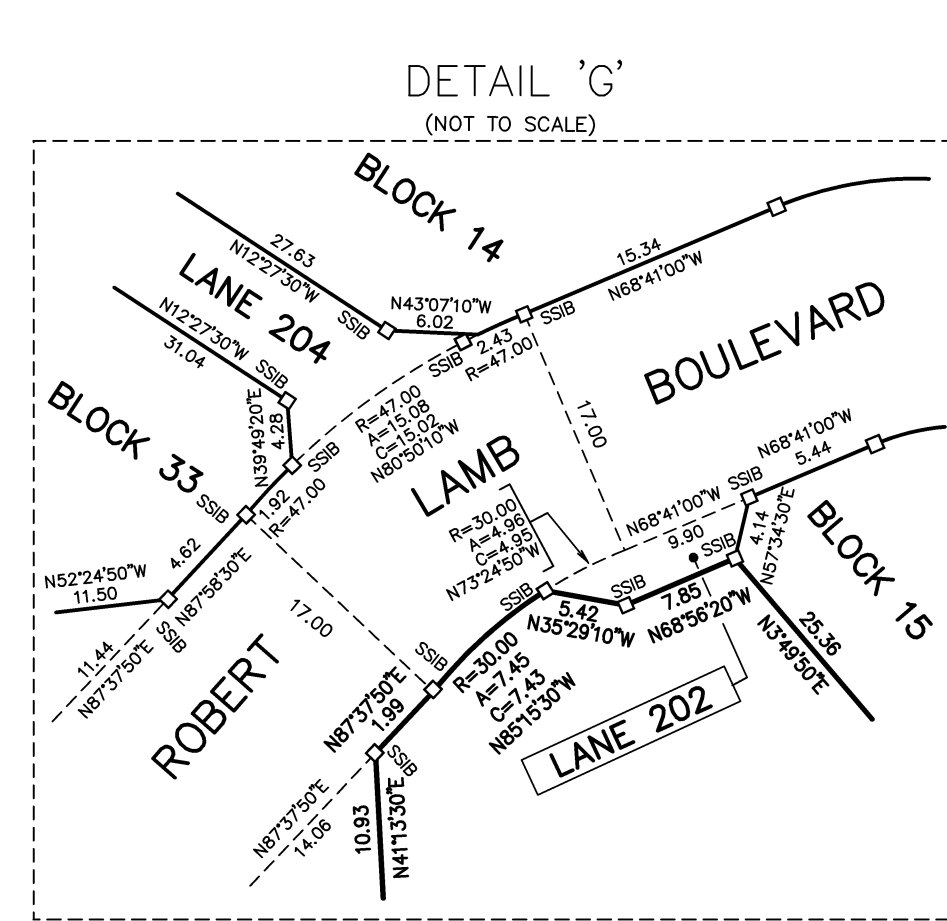
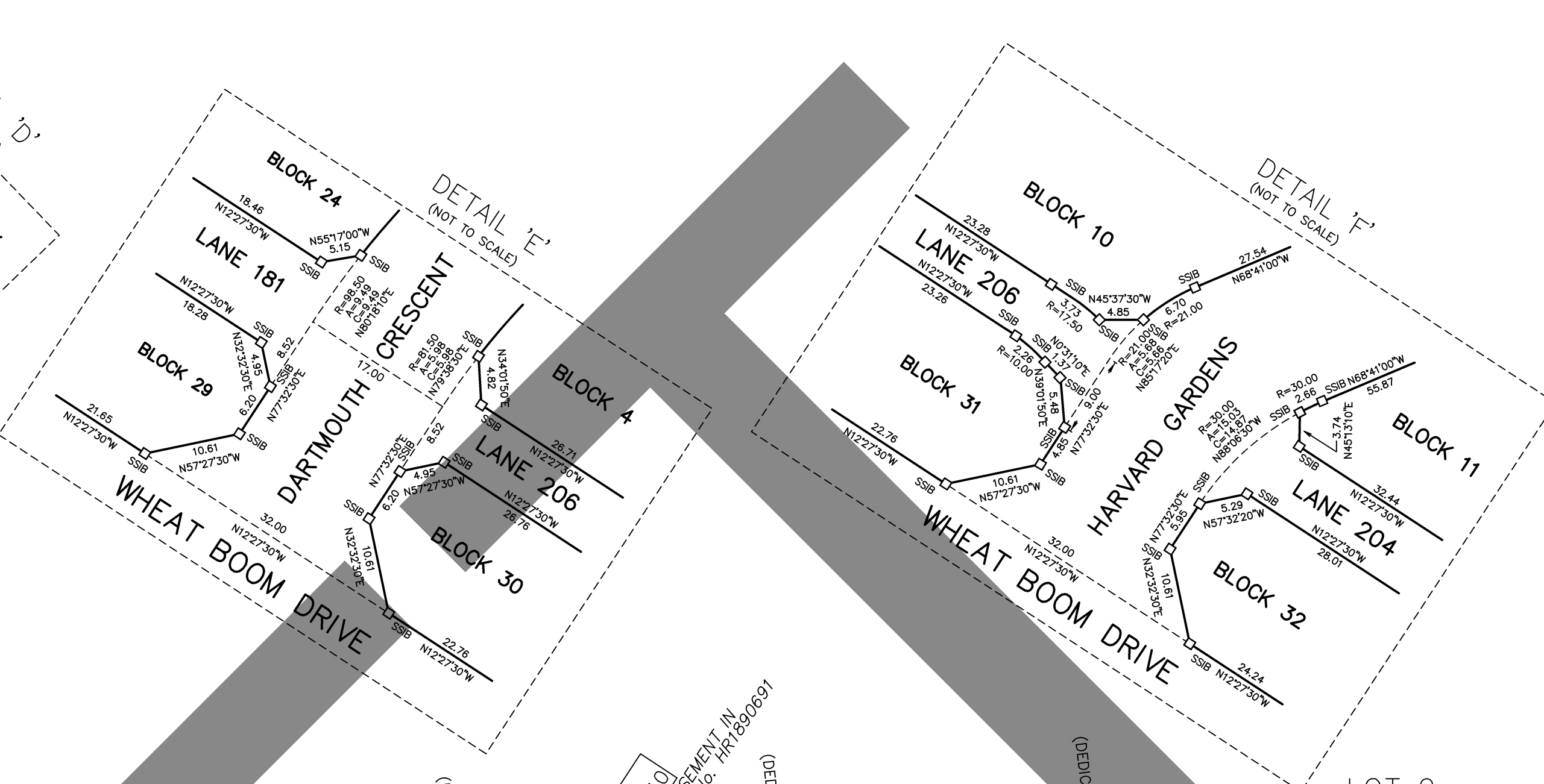
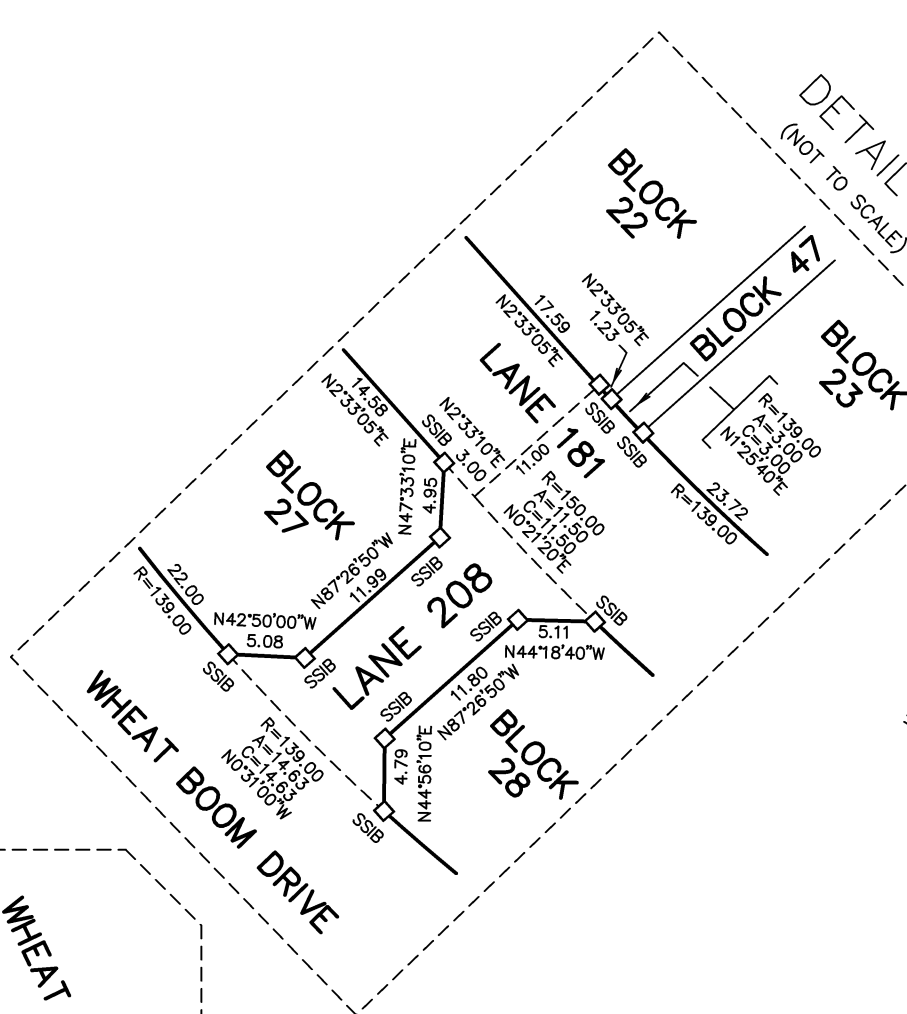
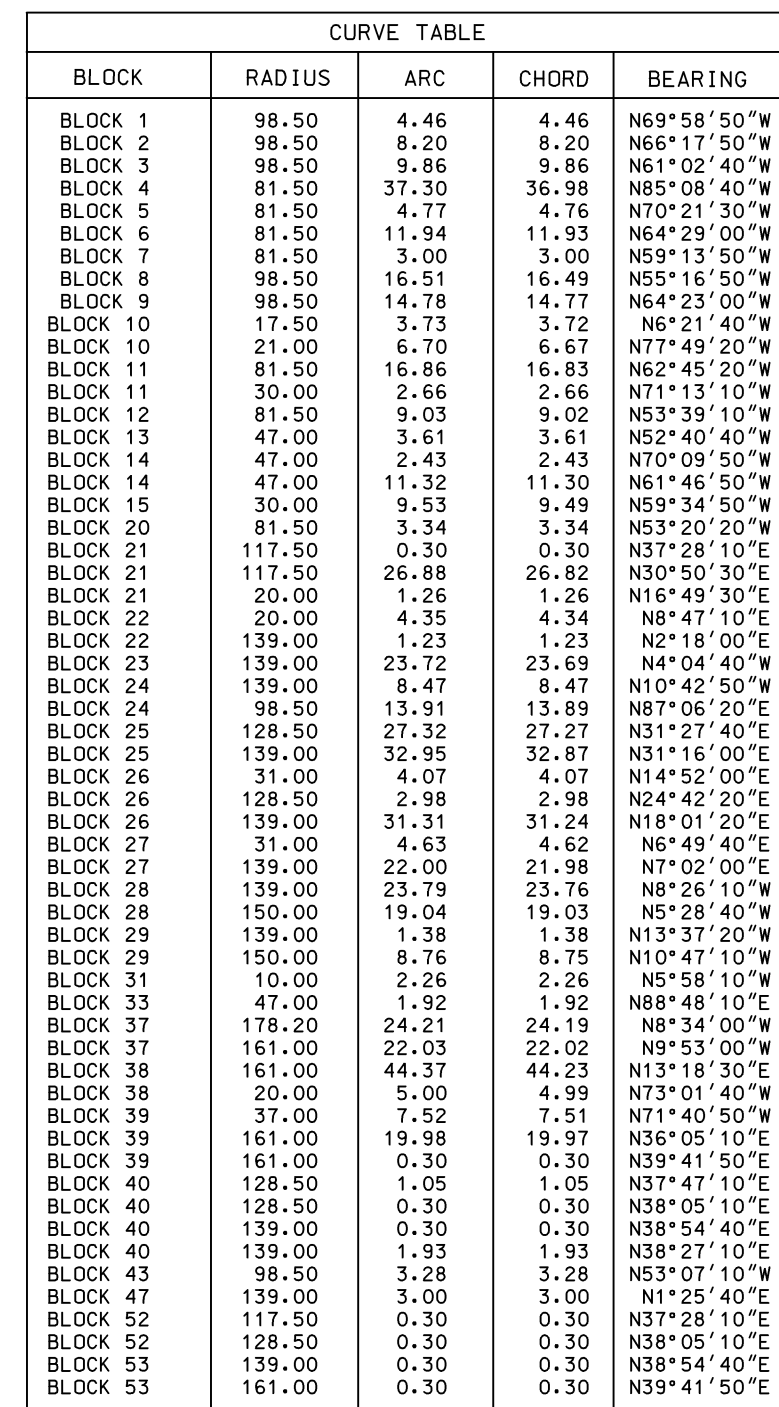
DRAFT PLAN OF SUBDIVISION
24T-2009

Part of Lot 10
Concession 1
North of Dundas Street
(Geographic Township of Trafalgar)
Town of Oakville
Regional Municipality of Halton

Prepared For:
Redoak G & A Inc.
Capoak Inc.

MGP File: 17-2651
Date: April 14, 2021

MGP Malone Given Parsons.
140 Renfrew Drive, Suite 201 | Markham, ON | L3R 6B3
905 913 0170 | mgo.ca



I CERTIFY THAT THIS PLAN IS REGISTERED IN
THE LAND REGISTRY OFFICE FOR THE LAND TITLES
DIVISION OF HALTON (No. 20)
AT _____ O'CLOCK ON THE _____ DAY
OF _____, 2022 AND ENTERED IN THE PARCEL
REGISTER FOR PROPERTY IDENTIFIER 24930-1519 (LT) AND
24930-1933 (LT)
AND THE REQUIRED CONSENTS ARE REGISTERED AS
PLAN DOCUMENT No. _____

METRIC DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

THIS IS TO CERTIFY THAT:

1. BLOCKS 1 TO 47, BOTH INCLUSIVE AND THE STREETS NAMELY: ANSON GATE, DARTMOUTH STREET, HARVARD GARDENS, JULLIARD STREET, MILLAND DRIVE, ROBERT STREET, KILBURN, STANFORD CRESCENT, TANGARA AVENUE, WHEAT BROOM DRIVE, LANE 181, LANE 202, LANE 203, LANE 204, LANE 205, LANE 206, LANE 207, LANE 208 AND LANE 209 AND THE 0.3hr RESERVES NAMELY BLOCKS 48 TO 53, BOTH INCLUSIVE AND THE STREET WIDENINGS NAMELY BLOCKS 54 AND 55, HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUMENT DATED _____ DAY OF _____ 2022.

NAME _____
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999733.
FOR BEARING COMPARISONS, A ROTATION OF 00°56'10" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 208-15604.

INTEGRATION DATA		
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).		
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF OREG 216/10.		
POINT ID	EASTING	NORTHING
ORP (A)	603 276.48	4 817 201.24
ORP (B)	603 707.57	4 816 780.48
COORDINATES CANNOT, IN CORNERS OR BOUNDARIES, BE USED TO RE-ESTABLISH THEMSELVES, BE SHOWN ON THIS PLAN.		

SB	DENOTES	STANDARD IRON FOUND
SIB	DENOTES	STANDARD IRON SET
SMB	DENOTES	STANDARD IRON BAR
IB	DENOTES	IRON BAR
PB	DENOTES	PATENT BAR
MEAS	DENOTES	MEASURED
760		K.H. MCCONNELL, O.L.S.
860		F.H. MUCKLESTONE, O.L.S.
950	DENOTES	F.C. CUNNINGHAM, O.L.S.
1050	DENOTES	BALCHAM AND ANSHUTZ LIMITED
1225	DENOTES	DAVID B. SEARLES SURVEYING LTD.
DHD	DENOTES	DEPT. OF HIGHWAYS OF ONTARIO
RPE	DENOTES	REDF-PEXTER & EDWARD SURVEYING LTD.
NOT	DENOTES	NOT IDENTIFIED
P1	DENOTES	PLAN ZOR-21938
P2	DENOTES	PLAN ZOR-21939
P3	DENOTES	PLAN ZOR-22010
P4	DENOTES	PLAN ZOR-22504
P5	DENOTES	PLAN ZOR-21754
P6	DENOTES	REGISTERED PLAN ZOM-1247

ALL SET SSB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN
AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH
SECTION 11 (4) OF O.R.G. 525/91.

SURVEY MONUMENTS PLANTED ARE IRON BARS UNLESS OTHERWISE NOTED.

DISTANCES SHOWN ON CURVED LIMITS ARE ARC MEASUREMENTS.

SURVEY MONUMENTS FOUND ARE J.D. BARNES LTD. UNLESS OTHERWISE NOTED.

CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON 2022.

J. D. BARNES
LIMITED
LAND INFORMATION SPECIALISTS
401 WHEELABRATORY WAY, SUITE A, MILTON, ON L9T 3C1
T: (905) 875-9955 F: (905) 875-9956 www.jdbarnes.com

**SURVEY
MAPPING
GIS**

DRAWN BY: ML/CE	CHECKED BY: RSQ	REFERENCE NO.: 17-30-178-04-MP-PH
FILE: G:\17-30-178\04\Drawing\mcp1730178040-ppn.dgn		DATED: DECEMBER 15, 2022
PLOTTED:		12/19/22

MUNICIPAL APPROVAL
APPROVED UNDER SECTION 51 OF THE PLANNING ACT, R.S.O. 1990, c.P.13,
THIS DAY OF, 2022

MARK H. SIMEONI, MCIP, RPP
DIRECTOR OF PLANNING SERVICES
(AUTHORITY GRANTED BY BY-LAW 1998-272, AS AMENDED)

PLOTTED: 12/19/2

ACKNOWLEDGMENT RE: UTILITIES

REGARDING PROPERTY KNOWN AS

_____ (the “Property”)

PURCHASER(S): _____

VENDOR: _____ GG Redoak Inc.

DATE OFFER: _____ (the “Agreement of Purchase and Sale”)

Purchaser acknowledges and agrees that the Property may contain items or features that are intended to service or benefit other units adjacent to or near the Property, including without limitation, hydro, gas and/or water meters, street furniture, utility pedestals, service boxes, hydrants, hydro transformers, sidewalks, light poles, retaining walls and other municipal or service related items or features. Purchaser will accept the Property containing any of such items and features.

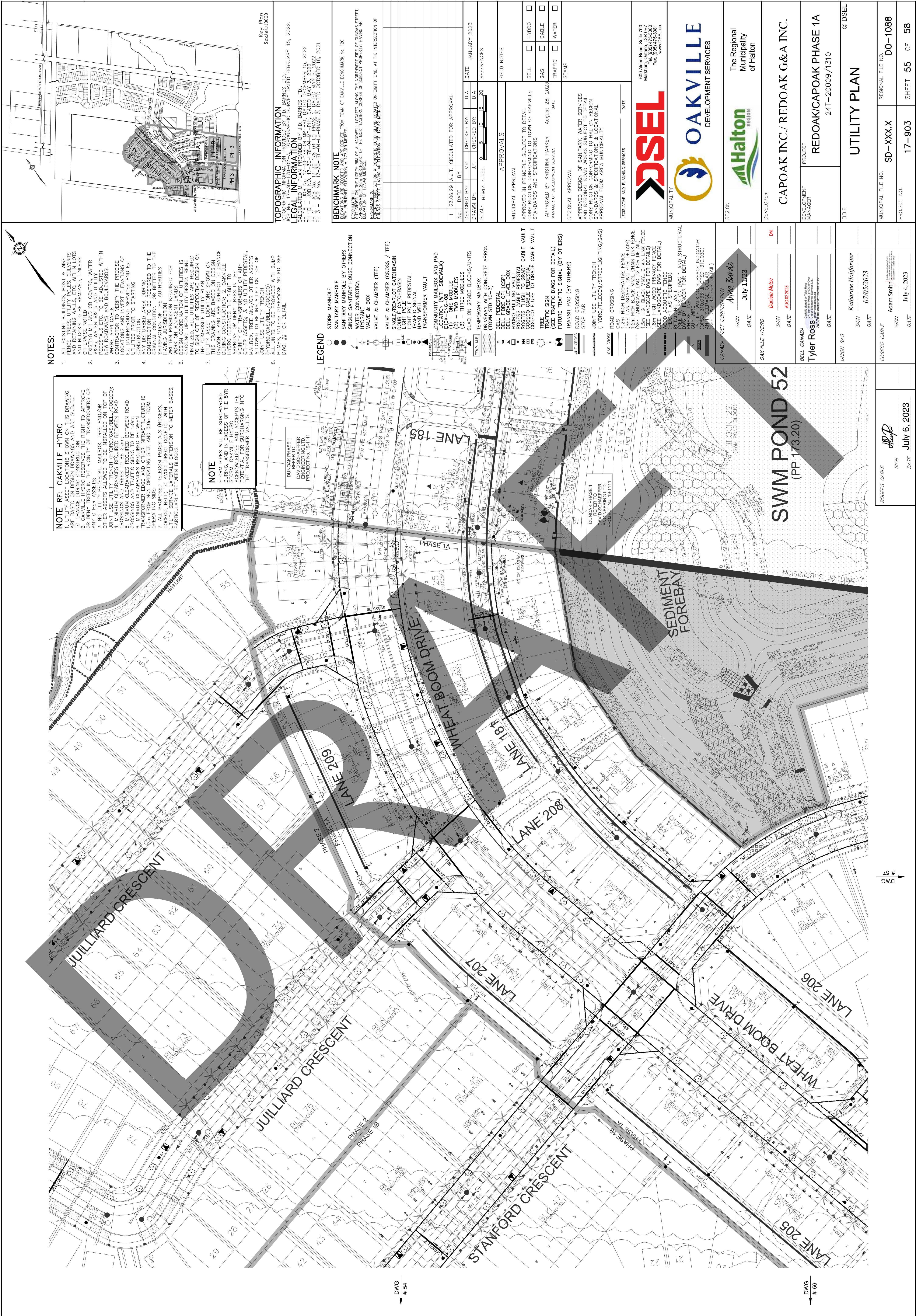
Dated this _____ day of _____, 2023.

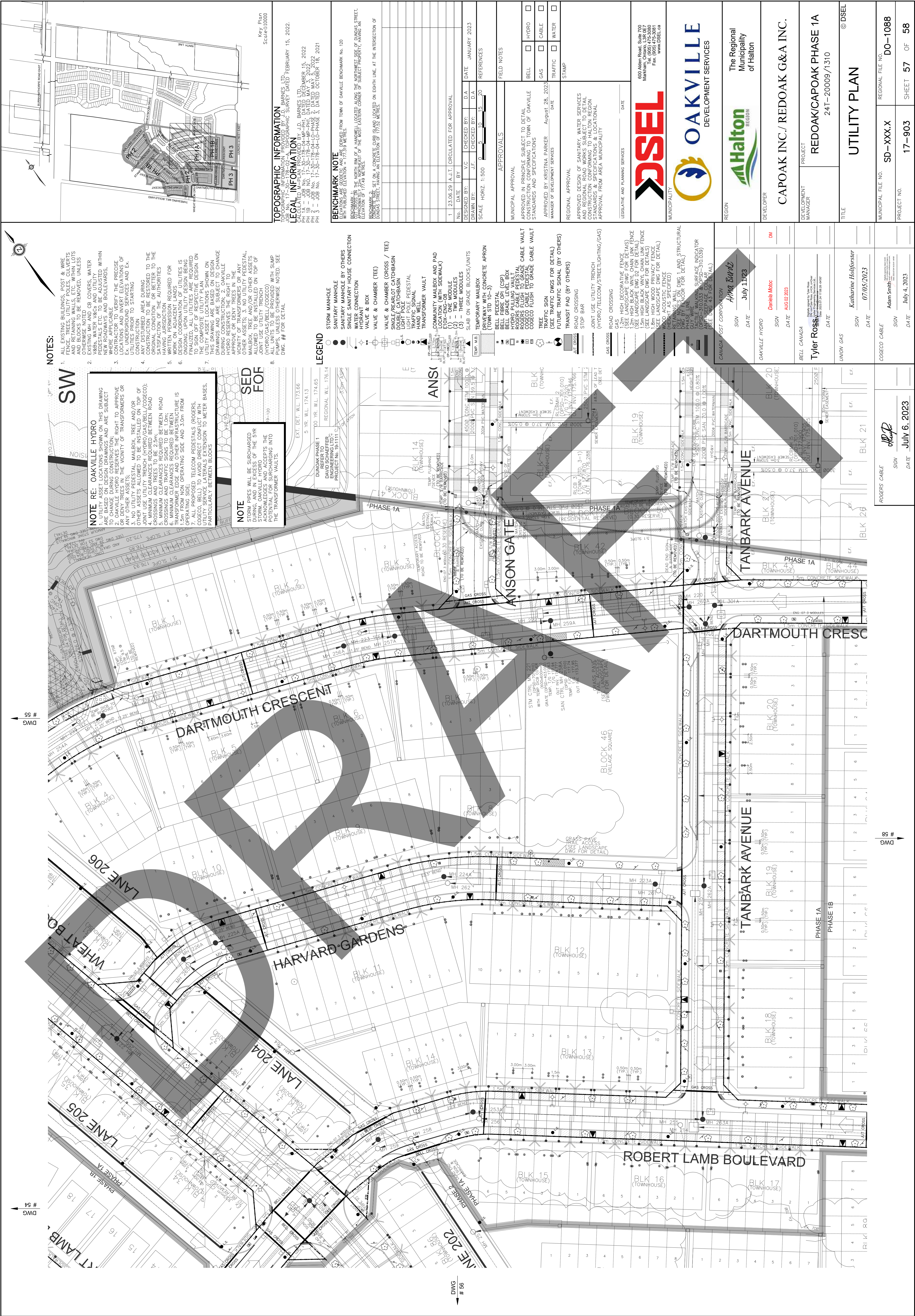
Witness

PURCHASER

Witness

PURCHASER





NOTES:

- 1. ALL EXISTING BUILDINGS, POST & WIRE, AND BLOCKS TO BE REMOVED, UNLESS OTHERWISE NOTED.
- 2. EXISTING MH AND CB COVERS, WATER MAINS, WATER VACS AND UTILITY TRENCHES TO BE REMOVED WITHIN NEW ROADS AND BOULEVARDS, WHERE APPLICABLE.
- 3. CONTRACTOR TO VERIFY THE PRECISE LOCATION OF ALL EXISTING UTILITIES PRIOR TO STARTING EX. UNDERGROUND SERVICES AND EX. UTILITIES.
- 4. ANY DISTURBED AREA DURING CONSTRUCTION TO BE RESTORED TO THE ORIGINAL CONDITION OR BETTER, TO THE SATISFACTION OF THE AUTHORITIES HAVING JURISDICTION.
- 5. WRITTEN PERMISSION REQUIRED FOR ANY EXCAVATION OR CONSTRUCTION WORK.
- 6. DESIGN COORDINATION OF UTILITIES IS ONGOING. UPON UTILITY DESIGN BEING COMPLETED, THE CONTRACTOR SHALL SIGN OFF OF RESPECTIVE DESIGN ON THE COMPOSITE UTILITY PLAN.
- 7. THIS DRAWING IS BASED ON DESIGN DRAWINGS AND ARE SUBJECT TO CHANGE DURING CONSTRUCTION. 2. OAKVILLE DURING CONSTRUCTION, 2. OAKVILLE APPROVE OR DENY TREES IN THE VICINITY OF TRANSFORMERS OR ANY TALL, MAJOR TREE AND/OR OTHER ASSETS ALLOWED TO BE INSTALLED ON TOP OF JOINT USE UTILITY TRENCH.
- 8. ALL UNITS TO BE PROVIDED WITH SUMP PUMPS, UNLESS OTHERWISE NOTED. SEE DWG. ## FOR DETAIL.

LEGEND

- STORM MANHOLE
- SANITARY MANHOLE
- SANITARY MANHOLE BY OTHERS
- SINGLE SANITARY HOUSE CONNECTION
- HYDRANT
- VALVE & CHAMBER
- VALVE & CHAMBER (TEE)
- SINGLE/REARLOT CATCHBASIN
- DOUBLE CATCHBASIN
- LIGHT POLE PEDESTAL
- HAND SIGNAL
- TRANSFORMER VAULT
- COMMUNITY MAILBOX AND PAD LOCATION (WITH SIDEWALK)
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**Legal siteplan
placeholder**

Unit Types
2 Storeys

Single Detached - 116 Units

2-3 Storeys

Street Townhomes - 275 Units

Live Work Units - 8 Units

Rear Lane Units - 113 Units

Back to Back Units - 78 Units

Future Residential Development

Up to 12 Storeys

Condo Apartments / Townhouse Units

Other Land Uses

Walkway Block

Future Dundas Urban Core

Natural Heritage System Area

Park Land / Open Space

Stormwater Pond

Other Phases / Residential Areas

Legend

- Sidewalk
- Trail
- Walkway/Stormwater Pond Access Road
- Potential location of on-street parking
- Purchasers are advised that these units have been designed to accommodate central air conditioning to allow windows and exterior doors to remain closed if necessary due to noise
- Canada Post Community Mailbox
- Temporary Canada Post Community Mailbox
- Potential location for stop signs
- Potential bus stop location
- Primary Transit Corridor Service
- Secondary Transit Corridor
- Busway Corridor
- Streetlight
- Transformer
- Hydrant
- Location of ground utilities are currently being reviewed . Location shown for ground utilities are approximate and are subject to change
- Chain Link Fence
- Easement on private property
- Retaining Wall
- Rearyard catchbasin
- Pedestrian Walkway

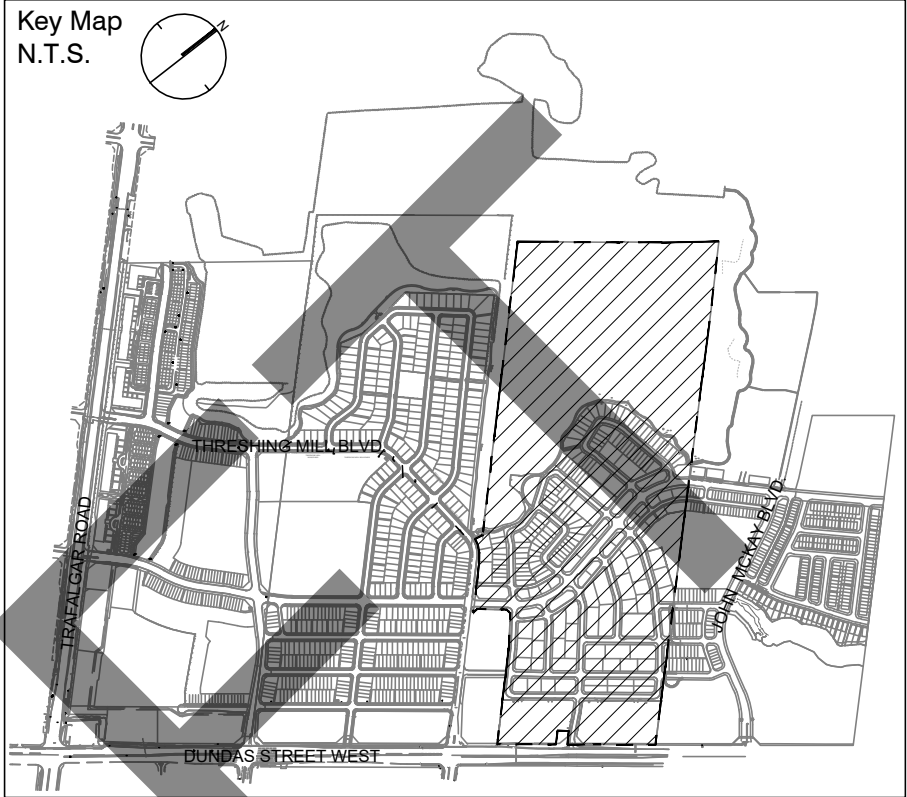


Preliminary
Neighbourhood
Information Map

REDOAK

DEVELOPMENT

Town File No. 24T-20009/1310



NOTICE TO NEW HOME
PURCHASERS

This map, and the following list, is intended to provide potential home buyers with general information about the neighbourhood and the surrounding area. If you have specific questions, you are encouraged to call the Town's Planning Department during normal business hours which are 8:30 am to 4:30 pm, Monday to Friday.

This map is based on information available on (February 2023) and may be revised without notice to purchasers.

- The map shows that there will be several types of proposed and potential housing and building heights in the subdivision.
- Sites shown on the map for future schools, townhouses, parks, shopping, etc. could have driveways anywhere along their street frontage.
- Some streets in this subdivision will be extended in the future and temporary access roads may be closed.
- There may be catch basins or utilities easements located on some lots in this subdivision.
- Purchasers are advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots.
- Some lots and blocks will be affected by noise from adjacent roads and warnings will apply to purchasers.
- Some dwelling units are in proximity to commercial, institutional and/or school uses from which activities may at times be audible. The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise.
- Village Square blocks 200 & 201 will be developed as active parks and may contain play equipment, walkways, lighting, landscaping and passive use free-play areas. Residents close to Block(s) 200 & 201 may be disturbed by noise and lighting from the park. For detailed information pertaining to park or open space issues, please call the Town's Parks & Open Space Department 905.845.6601
- Purchasers and/or tenants of Blocks/lots adjacent to the Natural Heritage system are advised that a walkway may abut the subject property consistent with the North Oakville East Trails Plan. During normal use of, and activity on, the walkway, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property.
- Natural Heritage System, valleys, woodlots and stormwater management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of debris. Residents adjacent to these blocks are requested to limit the use of pesticides and fertilizers to reduce adverse effects on the NHS.
- Purchasers and/or tenants adjacent to or near the Natural Heritage System, or any other parkland and open space/Stormwater Management pond are advised that these Parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out routine maintenance such as grass and weed cutting.
- Community mailboxes will be directly beside some lots.
- Purchasers are advised that the final location of walkways in Blocks 205 & 206 may change without notice.
- School sites in this subdivision may eventually be converted to residential uses.
- Most streets contain on-street parking, and may be available for overnight parking, subject to parking permits.
- The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings.
- There may be Transit bus routes on some streets within this subdivision with stops beside some homes. Oakville Transit reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, and associated amenities on any municipal right-of-way to provide effective service coverage.
- Boulevard trees will be planted according to Town standards and a tree will not necessarily be located in front of every home. Purchasers are further advised that home builders are not permitted to charge a purchaser separately for the cost of trees, sodding, fencing and paving of the driveway apron. The Town will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.
- The design of features on public lands may change. Builders' sales brochures may depict these features, however, the Town has no control over builders' sales brochures.
- Gates are not permitted in fences when lots abut the Natural Heritage System, a trail, valleyland, active park, woodlot or stormwater management pond.
- The Town's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot.
- Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal.
- This community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder regarding the particular situation for the model and lot you intend to purchase.
- Halton Region is responsible for household garbage, recycling and green bin collection. For further information, please call 311 or visit Halton.ca
- For further general information on proposed and existing land use, please call the Town's Planning Department 905.845.6601.
- For detailed grading and berming information, please call the Town's Development Service Department 905.845.6601

Director of Planning Services

Date: _____

SUBJECT TO CHANGE PENDING TOWN APPROVAL

**RESIDENTIAL WATER HEATER
RENTAL AGREEMENT SCHEDULE**

See attached Residential Water Heater Rental Agreement Schedule.

DRAFT

Water Heater Model:	Current Calendar Year Rental Rate:
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1. Commitment. “Our”, “us” “we” or “Enercare” means **Enercare Home and Commercial Services Limited Partnership**. Our commitment to you, our rental customer, (“**you**”, “**your**” or “**customer**”), is to provide you with a reliable, trouble- free water heater in accordance with this Residential Water Heater Agreement (the “**Agreement**”). The water heater (“**Water Heater**”) you rent from us, as set out above, is backed by Enercare to the extent provided in this Agreement.

2. Term. The term of this Agreement commences on the date you agreed to this Agreement (which is the same as the date of your agreement of purchase and sale for the home). The term of the Water Heater rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Water Heater has ended. The useful life of the Water Heater ends when Enercare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater. For greater certainty, you do not have any right to subsequently request a different water heater than the one you rent from us under this Agreement.

3. Our Obligation to You. Our obligation to you is to service and repair the Water Heater with no service charges or parts replacement charges **except** in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose, including non- residential purposes;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, Enercare determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements;
- e) where re-setting is required due to FVIR “lock-out” as described below under “Customer Advisory”;
- f) if you fail to maintain the Water Heater in accordance with the requirements set out below under “Customer Obligations - Safety”;
- g) for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or
- h) if you fail to notify us as described below under “Customer Obligations - Duty to Maintain”.

Should you require assistance, our 24-hour per day, 7 days per week emergency phone number is **1-844-enercare**. Should we update this phone number, the updated number can be found on the Enercare website at www.enercare.ca.

4. Customer Obligations. In return for fulfilling our obligations to you, you agree that:

- a) Rental Charges** – The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Water Heater is installed or, if you purchased the premises after the Water Heater was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.
- b) Payment of Charges** – You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non- sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.
- Late Payment Charges on your Enbridge Gas Distribution (“EGD”) Bill** (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment

charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB- approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

c) Access – You will provide us with timely access to the Water Heater whenever required by us to perform our obligations or exercise our rights under this Agreement.

- d) Safety** – You will use the Water Heater safely and responsibly. In particular, you will:
- i) maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater;
 - ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater;
 - iii) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
 - iv) provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
 - v) inspect the area around the Water Heater on a regular basis for any sign of water leakage;
 - vi) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage;
 - vii) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective;
 - viii) if the Water Heater is gas-fired, ensure that the vents and openings for combustion air are kept clear and clean and otherwise well-maintained and there is adequate ventilation; and
 - ix) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater.

e) Duty to Maintain – If the Water Heater is gas-fired, you are required, as the user of the Water Heater, under law to ensure that it is maintained in a safe operating condition [Ontario regulation 212/01 Section 15]. In the event that a service or repair is required please call **1-844-enercare**.

- f) Ownership, Credit and Security Interest.** You agree that:
- i) if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
 - ii) during the term of this Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment or that it is owned by us;
 - iii) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time to time during the term of this Agreement. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination - Termination by Us” will apply;
 - iv) you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
 - v) this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
 - vi) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

5. Sale of your Home – If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- a) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement;
- b) you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer;
- c) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- d) the transferee agrees in writing or by conduct to assume your

obligations under this Agreement; and

e) you have paid us all amounts owing under this Agreement.

Unless and until these conditions are satisfied, or unless Enercare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

6. Customer Advisory. The Water Heater may be equipped with flammable vapour ignition resistant (“**FVIR**”) technology. Enercare encourages you to read the Water Heater Use & Care Manual provided to you upon or after installation of the Water Heater. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to “lockout” the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR “lockout” is not covered by Enercare under this Agreement and, if applicable, you will be charged for both parts and labour at our then current rates.

7. Warranties and Liability.

- a) **Warranties** – We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Water Heater, except as provided below. Subject to you carrying-out your obligations under this Agreement (including those under “Customer Obligations”) and subject to the limitations set out under “Liability”, we hereby warrant that the Water Heater will work and provide hot water, and will not leak or rupture, for the term of this Agreement, reasonable wear and tear excepted. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater, including whether the Water Heater is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.
- b) **Liability** – Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.
- c) **Indemnity** – You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason.
- d) **Insurance** – During the term of this Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

8. Personal Information About You. We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Water Heater or otherwise in accordance with our Privacy Policy which is available at enercare.ca/privacy-policy or can be obtained from our Privacy Officer. In light of this, you hereby (i) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you) in accordance with the terms of our Privacy Policy, you may opt out at any time by contacting our Privacy Officer using the information below; (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy; and (iii) if your Water Heater is billed by your gas utility, you authorize your gas utility to provide us with any information about your Water Heater, including charges and payment information. We may record our telephone conversation with you and disclose the recordings to achieve the purposes set out in this section.

You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or

to request that your personal information be revised or removed from our promotional list by telephone at 416-649-1862, e-mail at privacy@enercare.ca, or mail at: Privacy Officer, Enercare Inc., 7400 Birchmount Rd., Markham, ON L3R 5V4.

9. Termination

Termination by Us – If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under “Termination – Termination by You”. You agree to pay the buyout price when invoiced by us.

Termination by You – Your sole method of terminating this Agreement prior to the end of the useful life of the Water Heater is to purchase the Water Heater. You may purchase the Water Heater at any time for a buyout price that reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an Enercare Rental Specialist at **1-877-334-1846**. You may exercise your buyout option by notifying us in writing or by calling an Enercare Rental Specialist at **1-877-334-1846**.

When you exercise your buyout option, you accept the Water Heater in an “as-is” condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Water Heater and, as set out more particularly below in the section called “End of this Agreement”, you will have no further obligation to pay rent and we will have no further obligation to you.

10. End of this Agreement. At the end of this Agreement (for whatever reason):

- a) **Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water heater), unless we mutually agree at the time and enter into a new water heater rental agreement.
 - b) **Replacement** – Enercare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting, and/or electrical services.
 - c) **Removal and Disposal** – if the Water Heater has reached the end of its useful life and we are not installing a replacement Water Heater, you shall at such time own the Water Heater, and if you wish for us to disconnect and/or dispose of the Water Heater, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.
 - d) **No Further Obligations** – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.
- 11. Assignments.** We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent (see the section called “Sale of your Home”).

12. Invalidity of Provision. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

14. Entire Agreement and Amendments. You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law in which case you will have the option to not accept such amendment and retain this Agreement unchanged.

15. How to Contact Us. You may contact us as follows:
Enercare Home Services
7400 Birchmount Road
Markham, Ontario L3R 5V4
Attention: “Rental Administration”
1-844-enercare (1-844-363-7227)
Visit us at enercare.ca

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**Legal floorplan
placeholder**

SCHEDULE "N-C"
Non-Canadians
(Freehold)

REGARDING PROPERTY KNOWN AS Lot _____, Plan TBA

PURCHASERS: _____

VENDOR: GG Redoak Inc.

DATE OF OFFER: _____(the "Agreement")

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

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

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

- A) individual that is neither a Canadian citizen, nor a person registered as an Indian under the Indian Act, nor a permanent resident;
- B) a corporation incorporated otherwise than under the laws of Canada or a Province
- C) a corporation incorporated under the laws of Canada or a Province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the Income Tax Act is in effect and that is controlled by a person referred to in paragraph (A) or (B); and
- D) a prescribed person (to be defined by regulation).

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

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

For Individuals:

- | | |
|---------------------------------------|-----------|
| 1. Canadian Passport | No. _____ |
| 2. Canadian Birth Certificate | No. _____ |
| 3. Canadian Permanent Residency Card: | No. _____ |
| 4. Canadian Citizen Certificate | No. _____ |
| 5. Indian Status Card: | No. _____ |

For Corporations/Trusts/Partnerships:

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

P Initial	P Initial	V Initial	V Initial

Date: April 29th, 2023

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](https://www.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.

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

DRAFT

ACKNOWLEDGMENT

REGARDING PROPERTY KNOWN AS Lot_____, Plan 20M-TBR

PURCHASERS: _____

VENDOR:_____ GG Redoak Inc. _____

DATE OF OFFER:_____ (the “Agreement”)

The Purchaser(s) acknowledge receipt of the following schedules, notices and attachments, which shall form part of this Agreement:

- 1. Schedule A: Feature Sheet;
- 2. Schedule B to the Agreement of Purchase and Sale;
- 3. Addendum – Statement of Critical Dates;
- 4. Appendix to Addendum – Statement of Critical Dates;
- 5. Schedule B to Addendum – Statement of Critical Dates;
- 6. Addendum to Agreement of Purchase and Sale - Notice and Warning Clauses;
- 7. Draft Approved Plan of Subdivision
- 8. Draft M-Plan;
- 9. Site Plan;
- 10. Acknowledgement re: Utilities;
- 11. Preliminary Utility Plan;
- 12. Schedule Y - Floor Plan;
- 13. Schedule X – Elevation;
- 14. Preliminary Home Buyers Information Plan;
- 15. Residential Water Heater Rental Agreement;
- 16. Warranty Information for New Freehold Homes; and
- 17. Schedule N-C - Non-Canadians (Freehold).

Dated this_____ day of _____, 20 .

Witness

Purchaser:

Witness

Purchaser:



GREAT GULF

Disclosure of Agency Relationship

In Ontario, the real estate profession is governed by the *Real Estate and Business Brokers Act, 2002* and Associated Regulations (REBBA 2002 or ACT), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is a consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers.

The Sales Representative representing Oak Pointe is a licensed REALTOR® with Gulf Lake Realty LTD., Brokerage and represents the interest of the Vendor in this new home transaction. The Sales Representative is providing Customer Service to the purchaser and not a Client relationship. Under this type of agency relationship the REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness and integrity, but unlike a client, provides a customer with a restricted level of service.

For more information about Agency Relationships please ask your Sales Representative or visit www.orea.com.

Acknowledged this _____ Day of _____, 20____.

Purchaser Signature

Print Name

Purchaser Signature

Print Name

OPTIONAL EXTRAS - A

841603

Purchaser's Name:
Address:

Home Phone:
Business Phone:

Project: OA3A
Lot Number:
Model:
Reg. Plan: To Be Registered

LINE	CODE	DESCRIPTION	QTY	PRICE	EXTENSION

Purchaser
Purchaser
Purchaser
Purchaser
Sales Representative
ACCEPTED BY MAIN OFFICE

Date
Date
Date
Date
Date
Date

General Provisions forming a part of this Selections, Options & Upgrades Form

GENERAL PROVISIONS

1. The items listed in this SELECTIONS, OPTIONS & UPGRADES FORM are to be incorporated into the Dwelling Unit. It is understood by the Purchaser that all items as listed are Optional Extras.
2. This Schedule to the SELECTIONS, OPTIONS & UPGRADES FORM is subject to and includes any terms and conditions of the Purchase Agreement, including any Schedules therein and any Amendments thereto.
3. The Vendor shall have the right to at any time without notice to the Purchaser substitute other products, specifications and materials for those listed in this SELECTIONS, OPTIONS & UPGRADES FORM or provided for in the plans and specifications, provided that the substituted products and materials are of a quality equal to or better than the products and materials so listed or being substituted.
4. Any products selected herein (for example without limitation, wood, granite, stone, marble, laminate, countertops, natural flooring, engineered flooring, carpeting etc.) are subject to variations in manufacturing in shade, appearance, colour, grain and texture from samples displayed and the Purchaser agrees to accept same notwithstanding any such variations.
5. All dimensions, if any, are approximate, and are subject to change without notice. Actual useable floor space may vary from stated floor area(s).
6. All items not included in the Purchase Price of the Dwelling Unit must be paid in full upon submission of this request. In the event the Purchaser fails to close the transaction contemplated in the Purchase Agreement, the Vendor retains the right to retain any or all monies deemed necessary to cover any losses incurred.
7. Any credits which may be due will be rendered on Closing. If the Vendor fails to complete any of the Optional Extras, the Purchaser will accept a full refund for said Optional Extras without further recourse.
8. THE VENDOR SHALL NOT BE HELD LIABLE TO INCORPORATE ANY OF THE ITEMS LISTED IN THIS SELECTIONS, OPTIONS & UPGRADES FORM UNTIL: A FULLY EXECUTED COPY HAS BEEN EXECUTED AND DELIVERED TO THE VENDOR AND ALL AMOUNTS DUE AND OWING BY THE PURCHASER HAVE BEEN RECEIVED BY THE VENDOR.
9. Pursuant to the terms of the Purchase Agreement, including this SELECTIONS, OPTIONS & UPGRADES FORM or pursuant to a supplementary agreement or purchaser order, the Purchaser may have requested the Vendor to construct an additional feature within the Dwelling Unit which is in the nature of an "Optional Extra" (such as, by way of example only, a media station). If, as a result of building, construction or site conditions, the Vendor is not able to construct or does not construct such Optional Extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such Optional Extra, without interest and in all other respects this Agreement shall continue in full force and effect.
10. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this SELECTIONS, OPTIONS & UPGRADES FORM shall be joint and several. After execution of this SELECTIONS, OPTIONS & UPGRADES FORM, and save as to any agreement to terminate this Agreement, execution of any supplementary document (including without limiting the generality of the foregoing, amendments, extra sheets and colour charts) signed by one of the Purchasers shall be sufficient to bind all Purchasers and each such Purchaser expressly grants the other Purchaser(s) a power of attorney to so execute such documents. In addition, one of the Purchasers may attend (in person or virtually) to make colour

DRAFT

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

BETWEEN:

GG REDOAK INC. (the “Vendor”)

-and-

(the “Purchaser(s)”)

REGARDING PROPERTY KNOWN AS PROJECT:_____, LOT_____,PLAN:_____(the “Property”)

It is hereby understood and agreed between the Vendor and the Purchaser that the following amendment(s) shall be made in the above-mentioned Agreement of Purchase and Sale and Part I and/or II forming part of the Schedule B of the Addendum, except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein and time shall continue to be of the essence.

- 1. Schedule B, Section 51, insert after the last sentence: "The Increase as defined in this section 51 only shall not exceed Ten Thousand Dollars (\$10,000.00) plus HST."

This Amendment may be transmitted by means of electronic systems and in one or more counterparts, in which case each signature(s) shall be deemed to be original and all of which together shall constitute one and the same agreement.

DATED at _____ this _____ day of _____, 20 ____.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

WITNESS

Purchaser

WITNESS

Purchaser

GG REDOAK INC.

Per:
Authorized Signing Officer

Per:
Authorized Signing Officer