



AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser(s) hereby agree(s) to and with **Menkes Ritson Road Inc.** (the "Vendor") to purchase the property described below on the following terms:

Purchaser Name

LOT NO: _____, MODEL TYPE: _____

Proposed Plan of Subdivision of Part of Lot 7, Concession 5, East Whitby, designated as Parts 1 to 4, inclusive, Plan 40R-28469 and Part of North Half of Lot 8, Concession 5, East Whitby, designated as Parts 5 to 10, inclusive, and Part of North Half of Lot 8, Concession 5, East Whitby, Designated as Part 1, Plan 40R-30594, City of Oshawa, as outlined in red on Schedule "G" attached hereto (the "Property").

PURCHASE PRICE: **00/100 DOLLARS (\$x.xx)**

DEPOSIT AMOUNT	DEPOSIT DUE DATE
Deposit # 1 Amount	Deposit #1 Date
Deposit # 2 Amount	Deposit #2 Date
Deposit # 3 Amount	Deposit #3 Date
Deposit # 4 Amount	Deposit #4 Date

BALANCE DUE ON CLOSING (subject to adjustments): **(\$x.xx)**

THE PURCHASER INFORMATION SCHEDULE AND THE FOLLOWING SCHEDULES ARE APPENDED HERETO AND FORM PART OF THE AGREEMENT HEREIN:

Schedule "A"	-	Schedule "B" (Tarion)	-	Schedule "C-A"	-	Schedule "F"
Schedule "G"	-	Schedule "M"	-	Schedule "P"	-	Schedule "R"
Schedule "S"	-	Schedule "X"				

DATE OF OFFER: **September 17, 2024**

CLOSING DATE: The Closing Date shall be the Firm Closing Date established by the Vendor pursuant to the Tarion Addendum or, if applicable, the Delayed Closing Date if set by the Vendor pursuant to the Tarion Addendum annexed hereto.

DATED at Oshawa, _____.
(month/day/year)

Witness

Purchaser Name

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

IN WITNESS WHEREOF the vendor hereto has executed this Agreement.

DATED at Oshawa, _____.
(month/day/year)

MENKES RITSON ROAD INC.

Per: _____

Authorized Signing Officer

PURCHASER INFORMATION SCHEDULE

PURCHASER(S) SOLICITOR:

Name:

Address:

Telephone:

Cell:

Fax No:

E-Mail:

The addresses of the Purchaser(s) for delivery of any notices pursuant to the Agreement as hereinafter set forth. The Purchaser(s) acknowledge that for the purpose of any such notice, the first Purchaser shall be deemed to be the Primary Purchaser and any notice given to the Primary Purchaser shall be deemed to be notice given to all the Purchasers hereunder.

PURCHASER INFORMATION:

1.

Name:

Purchaser Name

Address:

123 Any Street
Toronto, ON M0M 0M0
Canada

Telephone:

HOME:

CELL:

(416) 123-1234

FAX:

WORK:

E-Mail:

PurchaserEmail@hotmail.com

S.I.N.:

123 123 123

Date of Birth:

October 10, 1989

Purchaser's Initials

Vendor's Initials

RitsonWinchester.V1.20240911
JPY920

SCHEDULE “A”

WINCHESTER ESTATES- QUALITY FEATURES

QUALITY DESIGN AND CONSTRUCTION FEATURES

- Architecturally controlled exterior elevations, with predetermined materials and colour pallets to provide a visually pleasing streetscape.
- Unique and innovative designs inspired by English Traditional and Contemporary and Modern Farmhouse architecture, utilizing genuine clay brick with detailed accent, siding, decorative trim and panels, ornamental frieze board, and other materials as per elevation.
- ENERGY STAR® low-E vinyl casement thermo-fixed glass windows on Main/Ground and Second floors, as per plan, basement windows excluded.
- Decorative grills on front elevation windows for all lots, as per plan. Corner lots to have decorative grills on applicable elevations as per Architectural Control, basement windows excluded. Transom windows on Main Floor, as per plan (screens on all operational windows).
- Windows and exterior doors fully sealed with high quality caulking.
- Elegant insulated metal exterior Front Entry door with glass sidelites and transom above, all with high quality weather stripping, as per plan.
- Elegant satin nickel hardware package including grip set and dead bolt.
- Oversized 6ft wide superior quality sliding door with screen in Breakfast Area, as per plan.
- Convenient direct access to home from garage where grade and code permits, as per plan.
- Premium sectional roll-up garage doors with decorative windows, as per plan.
- Decorative exterior coach lamps for front door, rear patio doors, and garage, as per plan.
- Poured concrete basement exterior walls, as per plan (excluding garage walls), with heavy duty damp proofing and waterproof membrane to enhance overall water resistance.
- Structural steel post and beam construction.
- Tongue and groove subfloor, glued and screwed to engineered floor joists.
- 2" x 6" wood framing to all exterior walls.
- Engineered roof trusses with plywood sheathing.
- Self-sealing architectural roof shingles with a Manufacturer's Limited Lifetime Warranty from Vendor's pre-determined colour schemes.
- Maintenance-free aluminum soffit, fascia, eavestrough, and downspouts, as per elevation.
- Cast in place concrete front porch steps with precast slab walkways as required. Rear door to have precast steps as required.
- Poured concrete garage floor with grade beams for structural reinforcement.
- Garage is fully drywalled and gas proofed with one coat of tape, prime painted.
- Fully paved asphalt driveway installed in two coats, one year apart.
- Two frost free exterior water taps (one in garage and one at rear of home).
- Professionally sodded lot graded to municipally approved standards.

LUXURY INTERIOR FEATURES

- Finished ceiling heights; 9ft on Main Floor, 8ft on Ground and Second Floor, and 8ft Basement (not including dropped ceiling areas and sunken floors).
- Smooth ceilings on Main Floor as per plan.
- Stippled ceilings with 4" smooth borders on Ground floor and Second floor.
- Oak staircase with oak veneer stringer and riser and solid oak treads in a natural finish throughout finished areas. All basement stairs to be painted spruce.
- All stair landings in finished areas to have pre-finished oak flooring in a natural finish.
- Interior railings in finished areas installed on oak nosing in a natural finish, includes oak newel post and oak railing, and choice of oak pickets, as per plan.
- Upgraded interior trim includes painted 2 ¾" wide casing for all windows and doors, with 4" baseboard throughout finished areas. Decorative shoe mould in all tile and hardwood floor areas (sizes are approximate).
- All interior archways on Main/Ground and Second Floor to be trimmed, as per plan.
- Smooth finish painted 2-panel interior doors 6'-8" tall throughout, from Vendor's standard samples.
- Elegant satin nickel interior door levers installed throughout home.
- Wire shelving in all closets.
- Gas fireplace with decorative painted mantle from Vendor's standard samples, as per plan.

GOURMET KITCHEN FEATURES

- Gourmet Kitchens feature quality cabinetry with tall upper cabinets, deep upper cabinet over fridge with full depth finished gable, lower valance below upper cabinets (lighting not included), optional pantry, one bank of drawers, large island or peninsula with breakfast bar, as per plan from Vendor's standard samples.
- Quartz countertops with extended breakfast counters from Vendor's standard samples.
- Undermount stainless steel sink and high efficiency water-saving polished chrome single lever faucet with pullout spray.
- Heavy-duty receptacle for future stove.
- Electrical outlets for future refrigerator and small appliances, at counter level.
- Rough-in plumbing and electrical for future dishwasher.
- Stainless steel under-cabinet exhaust hood fan with 6" venting to exterior.

LUXURY BATHROOM FEATURES

- Primary ensuite features free-standing Oval soaker tub, with polished chrome hot and cold taps, and spout, double vanity, shower with standard quartz jamb surround and recessed shower light, as per plan, with a framed glass shower door.
- Pedestal sink in powder room as per plan.
- Vanity cabinets from Vendor's standard samples.
- White cultured marble vanity top with integrated sink.
- Mirrors in all bathrooms.
- Choice of decorator ceramic wall tiles from Vendor's standard samples in all tub and shower enclosures.
- Polished chrome tissue dispenser and towel bar in all bathrooms.
- Privacy locks on all bathroom doors.
- High efficiency water-saving single lever polished chrome faucets at all vanities, tubs and showers, as per plan.
- Pressure balanced high efficiency water saving tub and shower controls
- Exhaust fans in all bathrooms.
- Full height water resistant backer board in tub and shower enclosures.

LAUNDRY

- Premium fiberglass laundry sink with chrome faucet in a standard base cabinet with laminate countertop, optional uppers as per plan from Vendor's standard samples.
- Water and drain connections for future washer.
- Heavy-duty receptacle and outside vent for future dryer.

ELECTRICAL

- 100 AMP electrical service with breaker panel and copper wiring throughout.
- Arc-fault receptacles provided as per code.
- One USB charger/duplex receptacle at Kitchen counter and Primary bedroom, location pre-determined by Vendor.
- All bathroom electrical duplex receptacles protected by ground fault interrupter.
- Smoke detectors provided as per Ontario Building Code.
- Carbon monoxide detectors provided as per Ontario Building Code
- Weatherproof electrical outlets, one in porch soffit for seasonal lighting (switched), one in garage and one at the rear door.
- Conduit for future EV charger in garage.
- Electrical outlet(s) provided in garage for future garage door opener/s, and future central vacuum.

- Central Vacuum outlets roughed-in to finished areas, including garage for future central vacuum canister installation. Outlets are concealed with non-operable cover plates.
- All rooms to have a switch-controlled quality ceiling light fixture except for the Living Room, which will receive a switch-controlled wall outlet.
- Energy efficient LED light bulbs in all applicable interior light fixtures.
- White Decora style switches and receptacles throughout.
- Electric door chime at main door entry.
- Personalized appointment with our technology experts to choose your rough-in Cable T.V. and Phone locations (total 5 CAT6/6E), with the option to purchase any custom digital, audio, video home automation and home security products. All cable/wiring for the above to terminate at the hydro panel in the basement.

ENERGY SAVING FEATURES

- High efficiency forced air gas central heating system and Air Conditioning combined with an HRV (Heat Recovery Ventilator) for a complete indoor air quality comfort system.
- Sealed ductwork in basement (as required)
- Energy efficient tankless hot water heater (rental basis as per the lease Agreement).
- Exhaust fans in all bathrooms and laundry room.
- Insulation on all exterior walls achieving an R22 rating
- Roof insulation: accessible attic space is R60 insulation, non-accessible attic space is R31 insulation.
- Upgraded R40 spray foam insulation above garage and porch ceilings with living areas above.
- Basement insulation wrap: with R20 insulation up to no more than 8 inches above the concrete floor

PAINTING

- Environmentally friendly low VOC washable flat finish interior paint, one colour throughout, from Vendor's standard sample.
- All trim and doors to be painted white in a semi-gloss finish.

FLOOR COVERINGS

- 5" engineered-composite smart flooring throughout all areas (excluding tiled areas), from Vendor's standard sample in a natural finish.
- Quality 12" x 24" ceramic tile as per plan from Vendor's standard samples.

ADDITIONAL QUALITY CONSTRUCTION FEATURES

- Cold cellar, as per plan.
- Optional Rough-in for 3-piece bathroom in basement, as per plan.
- All subfloor seams are sanded and screwed prior to finished floor installation.
- Deck lots (where applicable) to receive a pressure treated wood deck approximately 8ft x 4ft with steps to grade.
- Lookout deck lots (where applicable) to receive a pressure treated wood deck approximately 8ft x 8ft with steps to grade and larger basement windows at rear.
- Walkout basement lots (where applicable) to receive a pressure treated wood deck approximately 8ft x 8ft without steps to grade and larger basement windows and 6 ft. sliding door at rear. Due to grading conditions, some lots may require steps from basement floor to grade.
- Deck sizes are at the discretion of the governing municipal authority having jurisdiction and may be subject to change.
- Exterior porch railings are installed subject to grading requirements, as per plan.
- All ducts professionally cleaned prior to occupancy.
- Copy of Surveyors Real Property report certified by an Ontario Land Surveyor is provided as an adjustment on closing.

TARION Warranty Coverage

- 7 years: major structural defects
- 2 years: electrical, plumbing and heating delivery and distribution systems, water penetration and exterior cladding
- 1 year: workmanship & materials
- TARION enrollment fee to be paid by the purchaser as an adjustment on closing.

E. & O. E. August 29, 2024

SCHEDULE “C-A”

CLOSING ADJUSTMENTS

The Purchaser agrees to pay to the Vendor on Closing the following Closing Costs, in the amounts set out below, plus applicable taxes, with reference to the applicable section of the attached Agreement of Purchase and Sale and in addition to any other amounts payable pursuant to the provisions of the Agreement of Purchase and Sale:

	Item	Amount	Schedule	Paragraph No.
1.	Damage Deposit (subject to adjustment)	\$1,500.00	Schedule “X”	2(d)
2.	Water Meter, Hydro Meter, and Gas Meter	\$1,500.00 (plus HST)	Schedule “X”	2(e)
3.	Boulevard Tree Planting and Landscaping	\$1,500.00 (plus HST)	Schedule “X”	2(e)
4.	Air Conditioning (if required to be installed)	Not Applicable	Schedule “X”	2(e)
5.	Law Society Transaction Levy	\$65.00	Schedule “X”	2(f)
6.	Foundation Survey	\$450.00 (plus HST)	Schedule “X”	2(f)
7.	Blue Boxes or other garbage recycling program	Not Applicable	Schedule “X”	2(f)
8.	Rear Deck (if required to be installed)	Not Applicable	Schedule “X”	3(e)
9.	Walkout Basement (if required to be installed)	\$40,000.00	Schedule “X”	3(e)
10.	Lookout Basement (if required to be installed)	\$15,000.00	Schedule “X”	3(e)
11.	Partial reimbursement of development charges, levies, etc.	\$7,500.00	Schedule “X”	3(f)
12.	Creation of maintenance easement	\$275.00	Schedule “X”	4
13.	Land Realty Taxes (if not separately assessed subject to readjustment)	\$500.00	Schedule “X”	5
14.	Electronic Registration Fee	\$475.00	Schedule “X”	12(b)/12(f)
15.	Canada Post Fee	\$200.00	Schedule “X”	2(f)
16.	Telecommunication Services	\$500.00	Schedule “X”	2(e)
17.	Restrictive Covenants	\$250.00	Schedule “X”	4

Purchaser’s Initial
Purchaser’s Initial
Vendor’s Initial



SCHEDULE F

Silverado

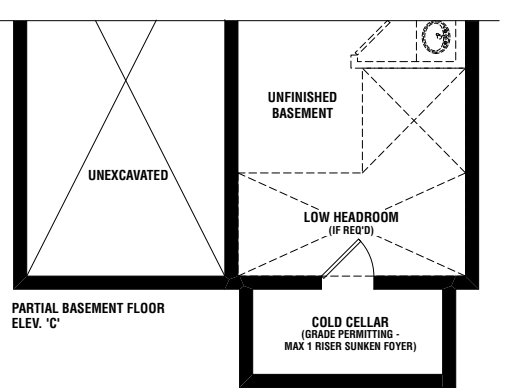
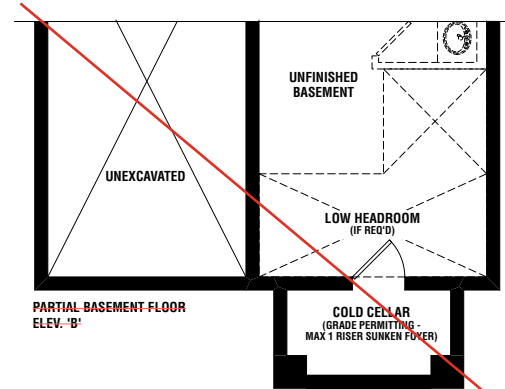
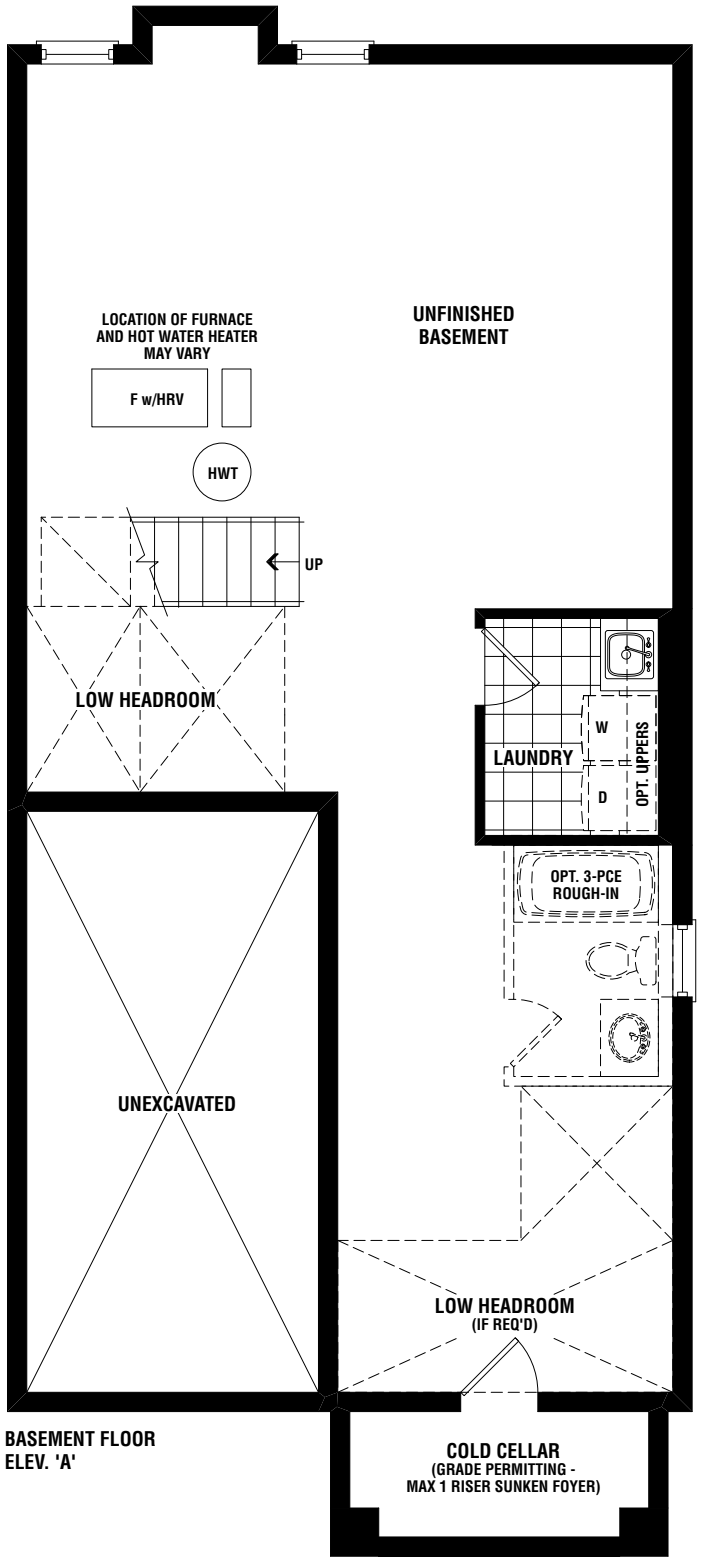
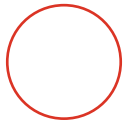
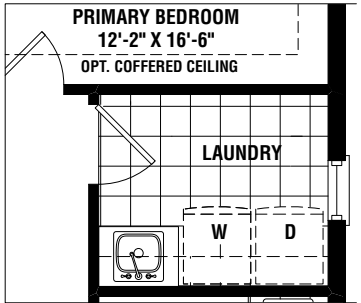
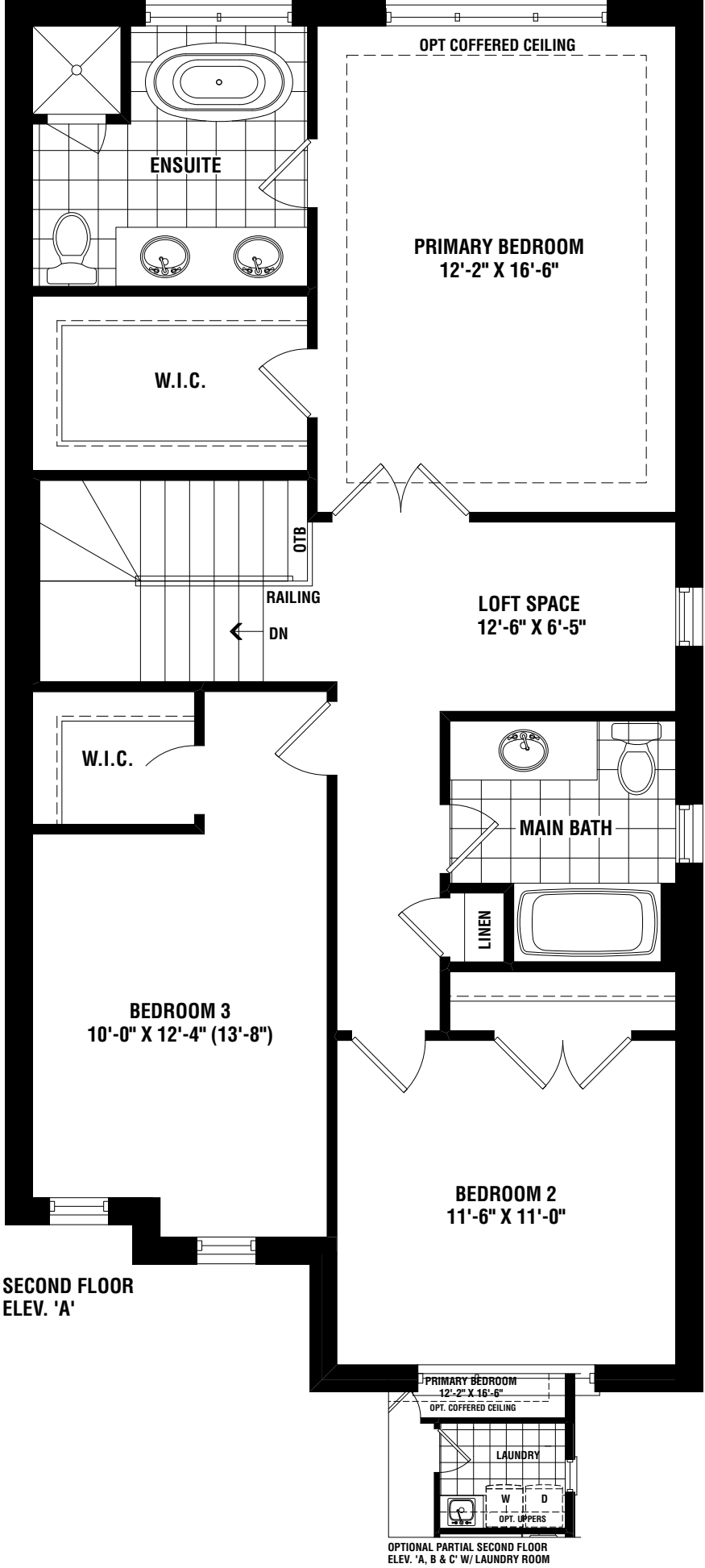
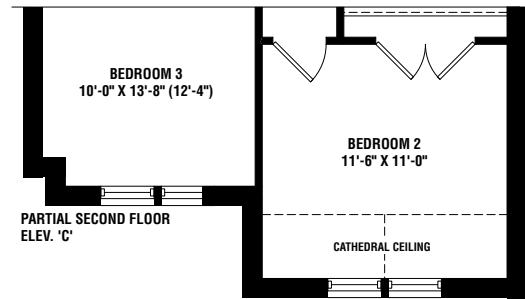
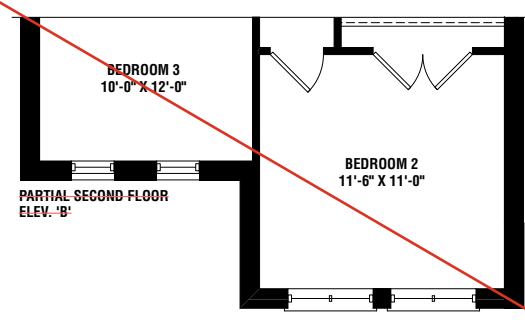
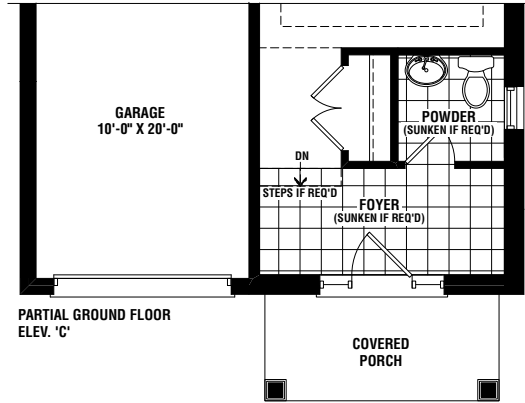
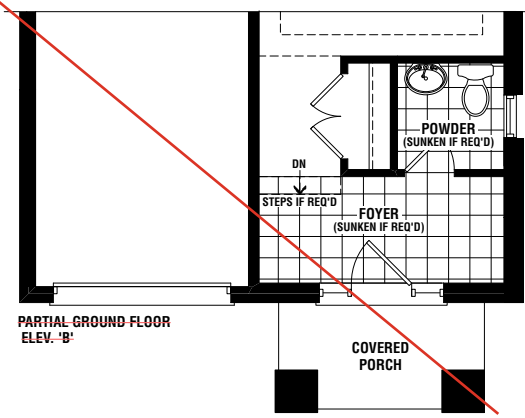
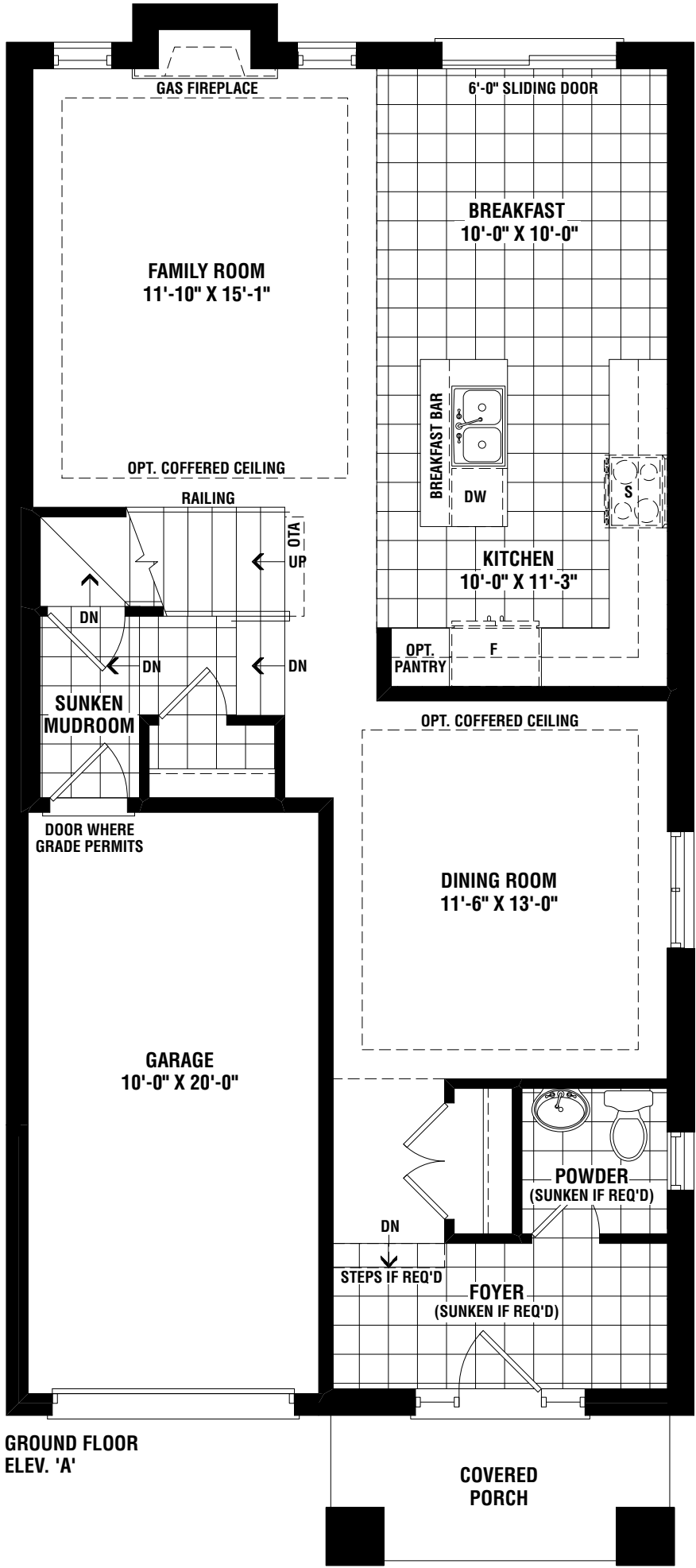
Elevation A
1,991 sq.ft.

Elevation B
1,980 sq.ft.

Elevation C
1,988 sq.ft.

Includes 61 sq.ft. of
finished basement area.

Materials, specifications, and floor
plans are subject to change without
notice. All floor plans are approximate
dimensions. Actual usable floor space
may vary from the stated floor area. E.
& O.E. 30-02

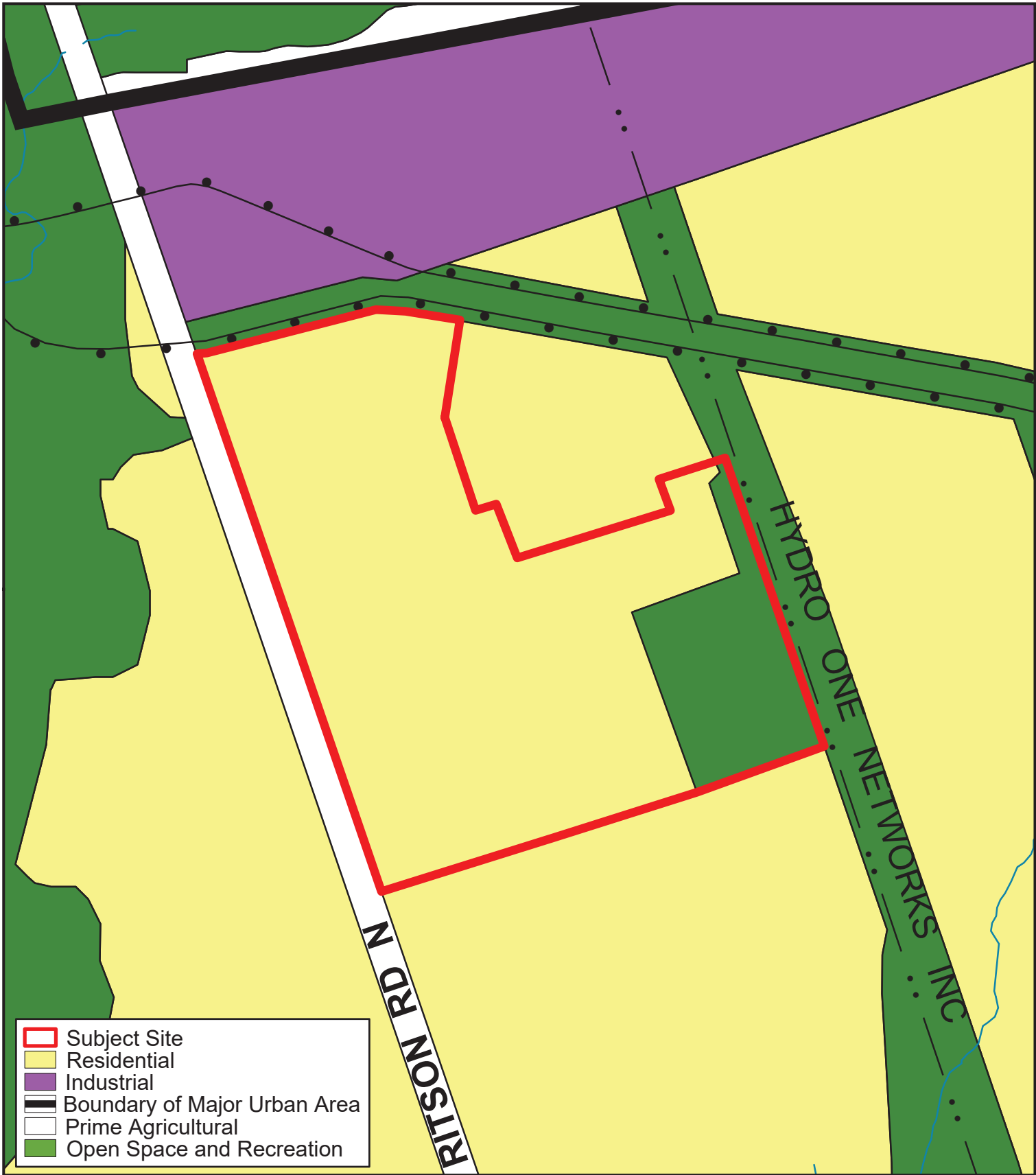




* This Plan is intended to provide home buyers with general information about the neighbourhood and the surrounding area and is based on information available on September 16, 2024 and may be revised from time to time without notice to purchasers. E. & O. E.

* Residential lots shown on this Plan are zoned R3-A(14) H-14 and R1-E(33) H-14 per City of Oshawa Zoning By-law 60-94, as amended.

Exhibit IIA
Schedule G



H:\PLAN\07-IT Mgmt\09-Data Trans\Attachments\2024\07 Jul\2375RitsonRdN\2375RitsonRdN_OPSales.mxd\09/07/2024

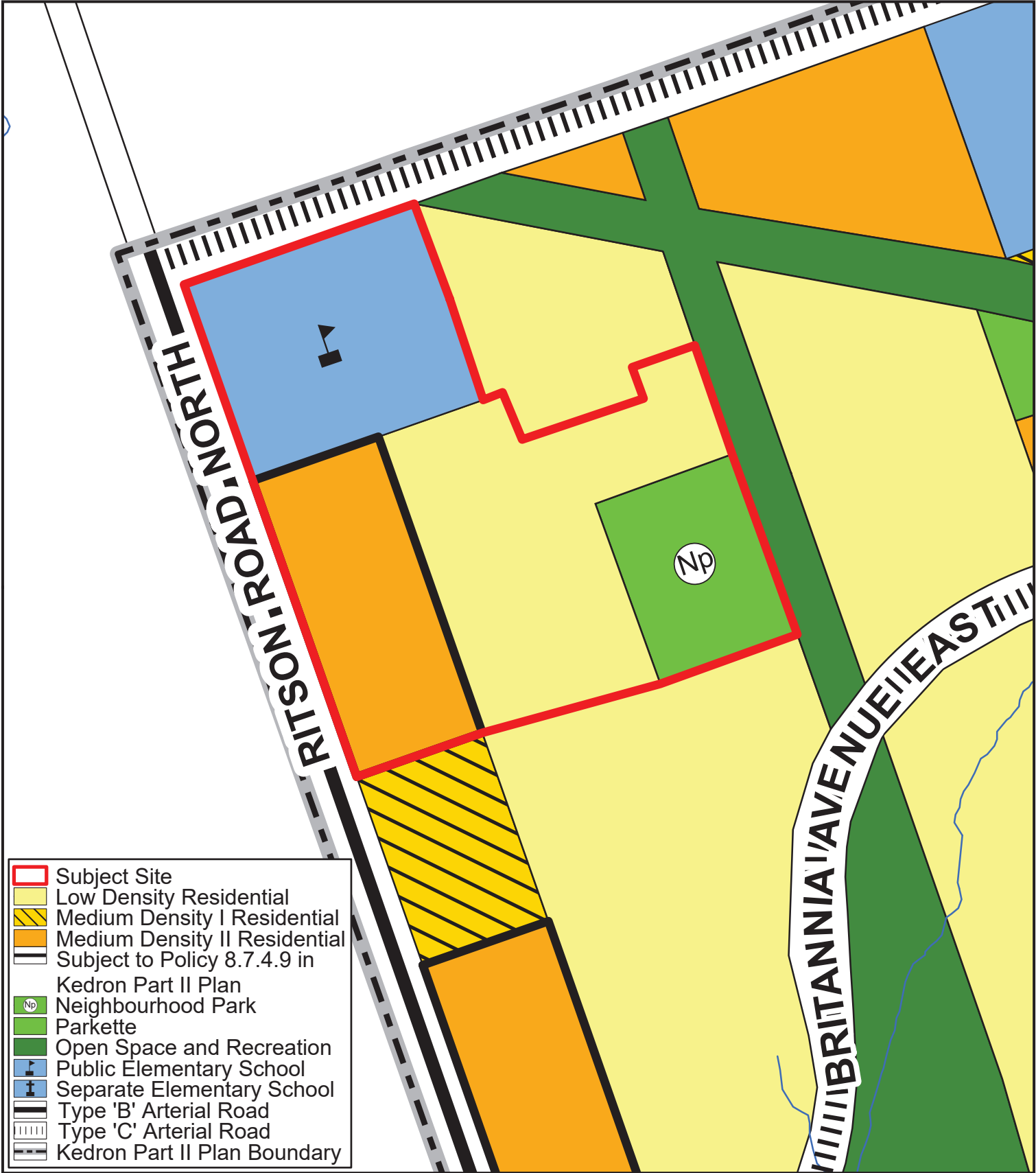
"The purchaser is advised that this map is part of the Official Plan for the City of Oshawa illustrating the approved land use designations of the lands within the plan of subdivision and a minimum of 120 metres (400 ft.) from the boundary of the plan of subdivision. The information shown on this map is current as of September 2024 and is subject to change without necessarily providing notice to purchaser. Any inquiries with respect to this plan of subdivision, the uses permitted by the Official Plan for this area of the City, or the development of adjacent lands should be referred to the City of Oshawa Planning Services at 50 Centre Street South, Oshawa Ontario, L1H 3Z7 or please call (905) 436-3853"



City of Oshawa
Economic and Development Services



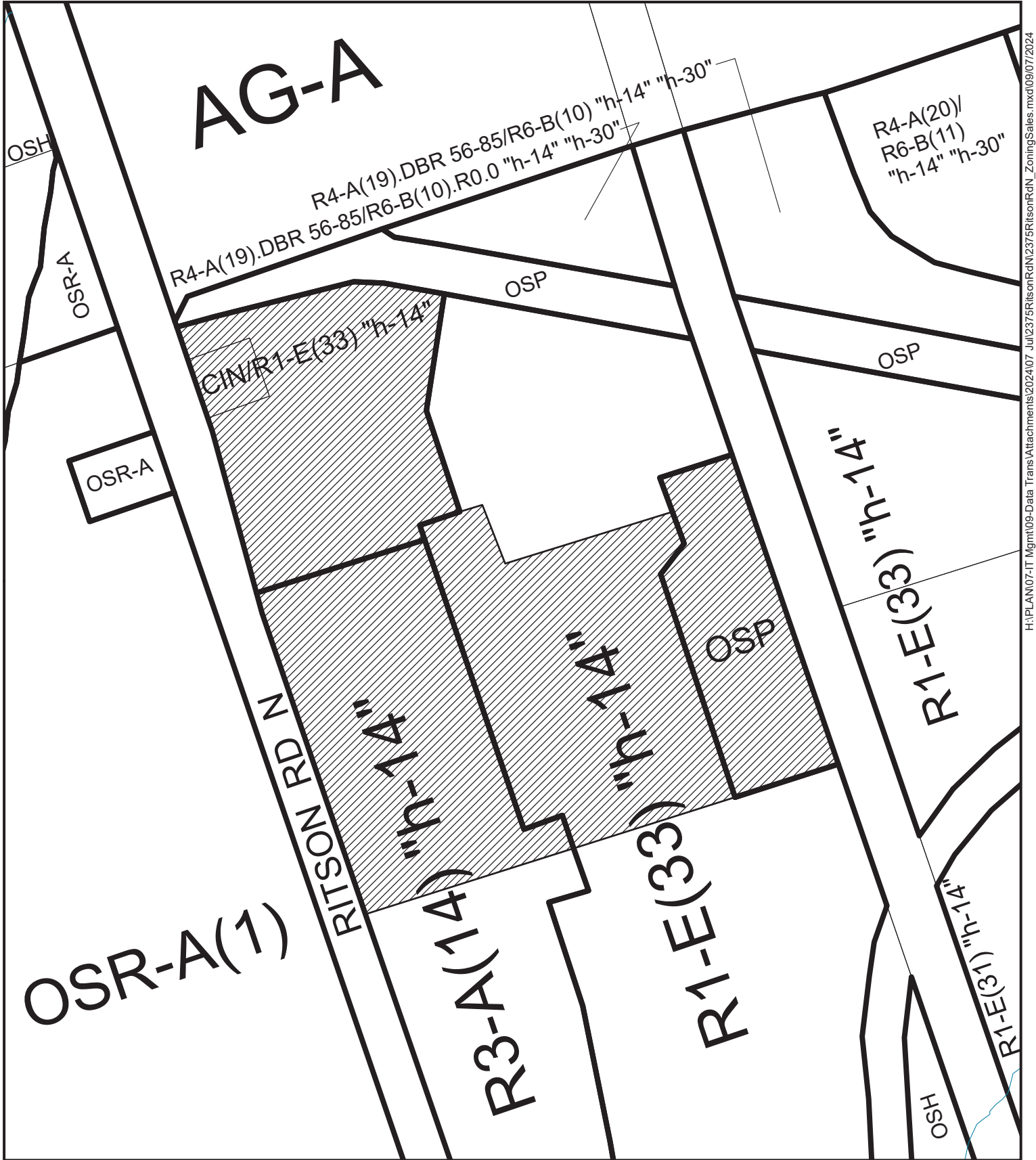
Exhibit IIB
Schedule G



"The purchaser is advised that this map is part of the Kedron Part II Plan of the Official Plan for the City of Oshawa illustrating the approved land use designations of the lands within the plan of subdivision and a minimum of 120 metres (400 ft.) from the boundary of the plan of subdivision. The information shown on this map is current as of September 2024 and is subject to change without necessarily providing notice to purchaser. Any inquiries with respect to this plan of subdivision, the uses permitted by the Official Plan for this area of the City, or the development of adjacent lands should be referred to the City of Oshawa Planning Services at 50 Centre Street South, Oshawa Ontario, L1H 3Z7 or please call (905) 436-3853"

City of Oshawa
Economic and Development Services



Exhibit III
Schedule G

"The purchaser is advised that this map is an excerpt from Zoning By-law 60-94 of the City of Oshawa showing all areas within the plan of subdivision and a minimum of 120 metres (400 ft.) from the boundary of the plan. The information shown on this map is current as of September 2024 and is subject to change without necessarily providing notice to the purchaser. Any inquiries with respect to this plan of subdivision, the uses permitted by the Zoning By-law for this area of the City, or the development of adjacent lands should be referred to the City of Oshawa Planning Services at 50 Centre Street South, Oshawa, Ontario, L1H 3Z7 or please call (905) 436-3853."



City of Oshawa
Economic and Development Services



SCHEDULE “M”

WARNING CLAUSES AND NOTICE PROVISIONS

The Purchaser acknowledges the provisions herein set out and that further warning clauses may be required in accordance with Paragraph 2 (o) of Schedule “X”. Except where otherwise specifically restricted to named lots or blocks, the terms of this Schedule apply to all of the lands comprising the proposed subdivision of which the subject lot forms a part. All of the lands are hereinafter referred to in this Schedule as the “Subdivision Lands”.

1. All mail will require retrieval from designated Canada Post Boxes which will be located throughout the development.
2. Purchasers are advised that private landscaping is not permitted to encroach within the City’s road allowance or any other City property. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption.
3. 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 City’s road allowance or on easements.
4. 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 City of Oshawa Zoning Section to confirm whether the unit can be accommodated.
5. Purchasers are advised that Catholic school accommodation may not be available for students residing in this area and that their children may have to attend an existing school, outside of their immediate neighbourhood, and although a site in the area has been reserved for a school building, a school may not be built for several years, if at all, and only then if it can be justified to the satisfaction of the Ministry of Education.
6. Purchasers are advised that the schools on sites designated for the Durham District School Board in the community are not guaranteed. Students from this development may have to attend existing schools. Although a school has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board received funding for the construction of this required school.
7. 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.
8. Purchasers are advised that the City may install lighting in the park for illumination and that the illumination may be visible from the subdivision.
9. 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 south of this subdivision.
10. Purchasers are advised that the installation of a private swimming pool prior to the assumption of the subdivision is governed by the City by-laws. Homeowners are required to obtain written authorization from the developer prior to the City releasing a permit for pool construction. The developer is not obligated to provide this clearance letter and therefore pool installation may be delayed until the subdivision is assumed by the City.
11. 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. Purchasers are 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.

12. 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.
13. Purchasers and/or tenants are advised that home/business mail delivery will be from designated centralised mail boxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing.
14. Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the City's approved protocol and policies for snow removal.
15. Purchasers are advised that it may be necessary for the developer to re-enter the lot to grade or regrade the lot as required under the subdivision agreement and that it is the responsibility of the developer under the subdivision agreement (and in default of the Purchaser/homeowner) to engage engineers, surveyors, contractors, lawyers or other persons to determine whether the lot grading has been carried out as required or to rectify the grading.
16. Purchasers acknowledge that lot grading is a matter of contract between the developer and the Purchaser/homeowner, and that the Purchaser/homeowner will not alter the grading on the lot without first obtaining the developer's approval.
17. Purchasers are advised that sidewalks, street trees, fencing and Canada Post facilities proposed for the Subdivision Lands are indicated on Exhibit "I" and/or the plans identified in Appendix "II" and/or Appendix "III" to the subdivision agreement. Purchasers/homeowners are advised, that the locations of sidewalks, street trees, fencing and Canada Post facilities are subject to change by the City or by Canada Post Corporation in consultation with the City at any time without notice and that the locations shown in Exhibit "I" and/or the plans identified in Appendix "II" and/or Appendix "III" are shown as planned sites, for information purposes, as at the date that the subdivision agreement was executed. Purchasers are advised that prior to the issuance of a building permit for a new home, the building siting and exterior architectural design of the home must be approved in accordance with the provisions of the subdivision agreement.
18. Purchasers are advised that street tree planting will be undertaken by the developer in conjunction with the installation of top soil and sod in the boulevard for each lot where a street tree is to be planted.
19. With respect to westernmost units in each of Blocks 80 and 82, in the plan of subdivision, Purchasers/homeowners and subsequent owners are hereby advised that:
 - (a) despite the inclusion of noise abatement features within the development area, noise levels from future road traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level may exceed the Ministry of the Environment, Conservation and Parks' noise criteria;
 - (b) this dwelling unit was fitted with central air conditioning to allow the windows and exterior doors to remain closed, thereby reducing indoor noise levels; and
 - (c) a fence of not less than 2.2 metres high was required to be installed adjacent to the westerly lot line on the lots in order to attenuate road noise. A fence or fence/gate combination between the fence along the westerly lot line and the wall of the house on this lot was also required to be installed to attenuate road noise. Any fence or gate on this lot is private and is not controlled or maintained by the City. The Purchaser/homeowner and subsequent owners are responsible for the maintenance of this private fence and are advised that this fence must not be tampered with in order to maintain the integrity of the noise mitigation. All subsequent owners must obtain the City's prior approval for removal or alteration of that fence.
20. With respect to Blocks 80 to 83, all inclusive, except for the westernmost unit in Blocks 80 and 82, in the plan of subdivision, Purchasers are hereby advised that:
 - (a) despite the inclusion of noise abatement features within the development area, noise levels from future road traffic may be of concern, occasionally interfering with some activities of the dwelling

occupants as the noise level may exceed the Ministry of the Environment, Conservation and Parks’ noise criteria; and

- (b) this dwelling unit was fitted with central air conditioning to allow the windows and exterior doors to remain closed, thereby reducing indoor noise levels.
- 21. With respect to Blocks 80 to 83, Purchasers are hereby advised that dwellings on these lots are required to be verified by the developer as having been designed and constructed in accordance with the Noise Study.
- 22. Purchasers are advised that the City will not take steps to monitor or enforce the requirements of the Noise Study as these relate to the construction of the dwelling unit. The City considers the enforcement of those parts of the Noise Study which relate to the dwelling unit to be a matter between the Purchaser/homeowner (or subsequent owner) and the developer.
- 23. With respect to Lots 32, 67 and 68 in the plan of subdivision, Purchasers are advised that the chain link fence adjacent to the easterly lot line is located on City lands (Block 98).
- 24. With respect to the westernmost unit in Block 80 in the plan of subdivision, Purchasers/homeowners and subsequent owners are advised that the decorative masonry wall adjacent to the westerly lot line is located on City lands (Block 100).
- 25. With respect to Lots 21, 25, 26, 64, 65, 71, 72, 75 and 76, inclusive, and Blocks 80, 81, 93, 94 and 95, inclusive, in the Plan 40M-XXXX, Purchasers/homeowners and subsequent owners are advised of the presence of rear yard catch basins and associated underground piping and easements in favour of the City. Purchasers/homeowners and subsequent owners shall not alter or block or permit the altering or blocking of the catch basins in any way as to impede the drainage of stormwater.
- 26. With respect to Lots 35, 45 to 49, 52 and 62 to 66, inclusive, in the Plan 40M-XXXX, Purchasers are advised of the presence of rear yard infiltration trenches. Purchasers/homeowners acknowledge that the infiltration trenches are designed to accept drainage from the lot and adjacent lots and that the grading is not be altered in any way so as to adversely affect the drainage pattern of the surrounding lots. Purchasers/homeowners and subsequent owners are advised that the City is not responsible for the ongoing inspection and/or maintenance of said rear yard infiltration trenches, as this is the responsibility of the Purchasers/homeowners and subsequent owners. Where the rear yard infiltration drainage pattern is altered, the City shall have the right to enter the property to correct the grading and the costs of such work, including an administrative fee, shall be billed to the Purchaser/homeowner and may, if not paid, be recovered in a like manner as taxes.
- 27. With respect to all lots in the Subdivision Lands, Purchasers are advised that Laurelview Drive and George Kingsland Drive are local roads that are planned to be extended northerly and/or southerly with subsequent development approvals.

Purchaser’s Initials

Purchaser’s Initials

Vendor’s Initials

SCHEDULE "P"

PURCHASER(s): Purchaser Name

LOT NO:

MODEL TYPE:

DESCRIPTION	PRICE
30' Detached	
3 piece rough- in in basement	
Appliance Package (see voucher for details)	
Ceramic backsplash from Vendor's standard sample	
OPTIONAL 2ND FL LAUNDRY	\$ x.xx
Total Extras:	\$ x.xx

This form when accepted by the Vendor constitutes an agreement under which the Purchaser agrees to purchase the option(s) /upgrade(s) (collectively the "Options") described above at the price(s) set out above. The Purchaser hereby directs the Vendor to install such Options in the Dwelling in accordance with the following terms and conditions:

1. In the event the work on the Dwelling has progressed beyond the point where the Options can be installed without entailing an unusual expense to the Vendor, then this order may be cancelled by the Vendor and any deposit paid by the Purchaser shall be returned to the Purchaser without interest. The Purchaser acknowledges that the Options may not be included in the Dwelling, or may be included subject to minor variations as determined by the Vendor. In the event that the Dwelling does not include the Options, the Purchaser shall receive a credit for such items, as determined by the Vendor, without interest. Save as aforesaid, the Vendor will not otherwise be liable to the Purchaser.
2. In the event any Options are not completed on or before closing, the Purchaser covenants and agrees to close the transaction notwithstanding the non-installation of such Options.
3. Any drawings or diagrams being submitted must be attached to this document and initialed by both the Purchaser and the Vendor in order to be valid and binding.
4. The Vendor accepts no responsibility for errors or omissions of a clerical nature.
5. The Vendor has the right of refusal for any reason whatsoever for any or all of the Options.
6. It is understood and agreed that if for any reason whatsoever, other than the Vendor's default, the transaction of purchase and sale is not completed, the total cost of the Options is not refundable to the Purchaser. In that event, the Vendor also reserves the right to apply any deposits paid by the Purchaser for the purchase of the Dwelling against the unpaid balance of the cost of the Options prior to refunding any such deposits to the Purchaser.
7. Options will not be processed unless this form is signed by the Purchaser and Vendor and accompanied by a cheque for the total cost of Options ordered or a signed amendment to the Agreement of Purchase and Sale, as applicable, at the Vendor's discretion.
8. The prices quoted above are contingent on the Options being ordered at the time of making this request. Should the Purchaser wish to add any of these items at a later date, then new prices must be quoted.

DATED at Oshawa, _____.
(month/day/year)

Witness

Purchaser Name

DATED at Oshawa, _____.
(month/day/year)

MENKES RITSON ROAD INC.

Per: _____
Authorized Signing Officer

SCHEDULE “R”



4299 Queen Street East, Unit 1
Brampton, Ontario L6T 5V4
Phone: 1-800-844-9936; Fax: 905-794-3712
Email: info@allianzepowercorp.com

CUSTOMER RENTAL AGREEMENT

HST No: 85377 5203 RT0001

CUSTOMER INFORMATION		
Name: <i>(In full)</i>		Date of Birth <i>(YYYY/MM/DD)</i>
New Address: <i>(Closing Address)</i>		
City/Town:	Province: Ontario	Postal Code:
Scheduled Occupancy/Closing Date:		Social Insurance No: (optional)
Current Home Address: <i>(Street address, city, province, postal code)</i>		
Current Home Phone Number: ()		Current Home Email Address:
Work or Cell Phone Number: ()	ext.	Current Work Email Address:

CO-CUSTOMER INFORMATION	
Name: <i>(In full)</i>	Date of Birth <i>(YYYY/MM/DD)</i>
Work or Cell Phone Number: ()	Email Address:

EQUIPMENT			
QTY	MANUFACTURER/MODEL NUMBER	DESCRIPTION	SERIAL NUMBER
		Glow T-180 Tankless Water Heater	

BUILDER INFORMATION (to be completed by Builder)			
Builder Name:		Subdivision / Site Name:	
Lot #:	Block #:	Plan #:	Project:

RENTAL CHARGES
Current calendar year regular monthly Equipment rental amount: \$49.99 (plus applicable taxes).↕ ↕ See General Terms and Conditions 5(b) & (c).

PAYMENT INFORMATION (to be completed by Customer): By selecting a method of payment below, you authorize Allianze Power Corp. to collect the monthly rental amount (plus applicable taxes) according to the method selected.

Select: ☐ Credit Card: ☐ MasterCard ☐ Visa Credit Card # _____ Exp. Date.: _____
Name of Account Owner (if not the same as Customer): _____
CVV Number (3 digit code): _____

By signing this Customer Rental Agreement (this “Agreement”), Customer agrees to rent from Allianze Power Corp. the Equipment on the terms and conditions of this Agreement. The terms and conditions on the following pages are incorporated into and form part of this Agreement. **You certify that the information contained herein is true. You authorize us to make inquiries concerning your credit standing and authorize any consumer reporting agency to furnish credit information to us.** Information contained in and related to this Agreement will become part of our file. You consent to the collection, use and disclosure of your personal information by us for the purposes described in this Agreement. **By signing below, you agree that you have read, understand and agree to the terms and conditions of this Agreement, and acknowledge receipt of a copy of this Agreement.**

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

Customer’s Signature: _____ Witness: _____

Co-Customer’s Signature: _____ Witness: _____

General Terms and Conditions

1. **Interpretation.** In this Agreement, “Allianze”, “we”, “us” or “our” refer to Allianz Power Corp. and our authorized personnel, agents, successors or assigns, and “Customer”, “you” or “your” refer to the person(s) named on Page 1 renting the equipment described on Page 1 of this Agreement (the “Equipment”). Where more than one person is named as Customer, all obligations of Customer under this Agreement are joint and several, meaning that each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement. For greater certainty, the Equipment includes any replacement parts, attachments and/or accessories to or for such equipment supplied pursuant to this Agreement, but does not include, as applicable: the thermostat, mixing valve, supply and return water pipes that supply and withdraw water or fluids therefrom (whether furnished with the Equipment or supplied separately) and/or any or all connections (whether supply or discharge) to the Equipment whatsoever, including water, plumbing, drain, gas, hydro, electrical, air, sheet metal ducts, condensate draw and/or refrigeration.
2. **Term.** The term of this Agreement commences on the date you agree to this Agreement. The term of this Agreement (and the Equipment rental) ends if this Agreement is terminated by us in accordance with the terms hereof, if you exercise your buyout option in accordance with the terms hereof, or when the useful life of the Equipment has ended. The useful life of the Equipment ends when Allianz or its authorized service provider determines, having regard to relevant factors including the age of the Equipment and the cost of any repairs to be made to the Equipment, that it is no longer commercially reasonable to repair the Equipment. You do not have any right to subsequently request different Equipment than rented by you under this Agreement.
3. **Our Commitment and Obligation to You.** In consideration of you making timely and complete payment of all rental charges and other amounts due to Allianz hereunder and provided you are not then in default under the terms of this Agreement, we will, during the term of this Agreement, service and repair the Equipment 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 Equipment;
 - (b) if service or repairs to the Equipment are necessary due to use of the Equipment for an unintended or unauthorized purpose (including non-residential purposes);
 - (c) if wiring, venting, piping, plumbing, ducting and/or electrical services leading to the Equipment (but not expressly itemized in the Equipment) requires cleaning, repair, replacement or installation (including to meet applicable laws or installation requirements);
 - (d) if any diagnosis, adjustments, repairs, service, and/or parts replacement are needed as a result of or in any way referable to:
 - (i) accidental or deliberate damage caused by you (or a third party not authorized by us), loss, theft, freezing, subsidence, fire, lighting, explosion, earthquake, flood, storm, acts of war or other insurable risks;
 - (ii) the thermostat being improperly set, the pilot light having been extinguished or the Equipment having been turned off, by you (or a third party not authorized by us);
 - (iii) the household electrical fuse or breaker required for the Equipment having been blown;
 - (iv) renovation work on the premises in which the Equipment is located;
 - (v) hazardous or toxic materials on the premises in which the Equipment is located unless the presence of such materials is due to Allianz or its authorized service providers;
 - (vi) improper installation of the Equipment or building code and/or other code violations (including improper floor grading), unless such installation or violations are by Allianz or its authorized service providers;
 - (vii) the installation or use of load control devices, peak savings, load timers and/or other energy saving devices or computer energy management systems including “Smart House”;
 - (viii) re-setting required due to FVIR “lock-out” as described below under “Customer Advisory”;
 - (ix) your failure to properly maintain the Equipment in accordance with the requirements set out below under “Customer Obligations - Safety” and “Customer Obligations - Duty to Maintain”; or
 - (x) your failure to notify us as described below under “Customer Obligations – Duty to Maintain”.

If you require assistance, our 24-hour per day, 7 days per week emergency phone number is 1-800-844-9936. If we update this phone number, the updated number will be posted on Allianz’s website at <http://www.allianzepower.com>.

4. **Customer Advisory.** Where the Equipment includes a water heater equipped with flammable vapour ignition resistant (“FVIR”) technology, Allianz encourages you to read the Water Heater Use & Care Manual provided to you upon or after installation of the water heater. Certain activities including 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 Allianz under this Agreement and, if applicable, you will be charged for parts and labour at our then current rates.

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

- (a) **Location of and Access to Equipment** – You agree to keep the Equipment at the address set out on Page 1 of this Agreement (see “New/Closing Address”) or at such other address as Allianza may agree to in writing (the “**premises**”). You agree to provide Allianza and our authorized service providers with timely access to the Equipment whenever required by Allianza in order to inspect the Equipment and records maintained therewith and to perform our obligations or exercise our rights under this Agreement.
- (b) **Rental Charges** – The rate on the date of this Agreement of your monthly rental charge is indicated on Page 1 of this Agreement. You will be responsible for paying rental charges (plus applicable taxes) from the date the Equipment is installed or, if you purchased the premises after the Equipment was installed, the sooner of the closing date of the purchase or the date on which you occupy the property. 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.
- (c) **Payment of Rental and Other Charges** – You agree to pay your charges billed under this Agreement when due, without holdback, set-off or deduction whatsoever. You agree to pay HST and any other taxes and charges imposed by any government authority in connection with the Equipment or this Agreement. Allianza may bill your charges to you directly or through our service provider, on a monthly basis. Payment is due promptly on receipt of your bill or in accordance with your pre-authorized payment agreement, as applicable. Acceptable methods of payment currently include Online Banking, VISA, MasterCard and payment by cheque. Additional accepted methods of payment may be set out on the bill you receive. Should any payment be declined or credit card chargeback, you agree to pay a returned payment fee or chargeback charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable 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). In addition, you agree to pay an administrative fee of \$35, plus reasonable disbursements, for each request made by you to Allianza to process an administrative matter in connection with this Agreement including any amendment, assignment, or discharge of any security. If we register notice of our interest in the Equipment against you and/or title to the premises, you will be responsible for payment of the registration and discharge costs including our reasonable solicitor’s costs in connection therewith.
- (d) **Safety** – You will use the Equipment safely and responsibly and in compliance with manufacturer specifications and instructions supplied with the Equipment and applicable laws. In particular, you will:

 - (i) maintain in good working order the ancillary piping, plumbing, venting, wiring or ducting that relate to, but are not included within, the Equipment;
 - (ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Equipment;
 - (iii) ensure that the Equipment is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
 - (iv) replace filters and fuses regularly (as applicable) and ensure that the filters, vents and openings are kept clear, clean and otherwise well maintained by you;
 - (v) provide us with access to the Equipment whenever reasonably required for purposes of inspection, maintenance, repair and/or removal;
 - (vi) inspect the area around the Equipment on a regular basis for any sign of water leakage, as applicable;
 - (vii) contact us promptly for service if you see any sign of carbon or rust on the bottom or sides of the Equipment or any sign of water leakage, as applicable;
 - (viii) ensure that the Equipment is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective, it being acknowledged by you that, to the fullest extent permitted by law, Allianza shall not be responsible for any damage arising from inadequate drainage or improper grading;
 - (ix) if the Equipment is gas-fired, ensure that the vents and openings for combustion air are kept clear, clean and otherwise well-maintained and that there is adequate ventilation;
 - (x) except as provided below under “End of Agreement - Removal and Disposal”, not attempt to or permit or authorize anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Equipment;
 - (xi) obtain our approval before you connect, or permit or authorize the connection of, any add-on equipment, such as air handlers, humidifiers, storage tanks, air duct systems or hydronic baseboards to the Equipment, it being acknowledged by you that, irrespective of whether such consent has been obtained, Allianza shall not be responsible for the installation, maintenance and/or repair of any add-on equipment or our Equipment if break down or damage occurs as a result of the add-on equipment; and

- (xii) notify us promptly if the Equipment breaks down, is damaged, or is not working properly.
- (e) **Duty to Maintain** – If the Equipment is gas-fired, you are required, as the user of the Equipment, under law to ensure that it is maintained in a safe operating condition [Technical Standards and Safety Act, 2000, Ontario Regulation 212/01 Section 15]. In the event that a service or repair is required, please call: 1-800-844-9936.
- (f) **Changes in Your Information.** You will promptly notify us of any change in your: (i) mailing address at least 30 days in advance of such change; (ii) telephone number(s) and/or email address(es) provided herein; and/or (iii) if previously provided, your bank account or credit card information promptly after such change is made.
- (g) **Credit History** – You agree that we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. 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 may withdraw this authorization at any time. If you do so 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.
- (h) **Ownership and Security Interest** – During the term of this Agreement, the Equipment will at all times remain our property and does not become a fixture. You have no interest in the Equipment, other than the right to possess and use the Equipment for the term of and in accordance with this Agreement and to purchase the Equipment in accordance with the terms hereof (see – “Termination – Termination by You”). You will not tamper with any plate(s), tag(s) or sticker(s) identifying the Equipment as rented equipment or that it is owned by us. We may register, at your expense, our interest in the Equipment against you and/or 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 Equipment will remain personal property even though it may become affixed to the premises. You agree to keep the Equipment free and clear of all liens, security interests, mortgages, and other claims and encumbrances of every kind.
- (i) **Insurance** – During the term of this Agreement, you will keep the Equipment fully insured against physical loss or damage and will obtain and maintain public liability and third party property insurance. You are responsible for any loss or damage to the Equipment from any cause (unless caused by us or our authorized service providers), reasonable wear and tear excepted, whether or not insured, until all of your obligations under this Agreement have been fulfilled.
- (j) **Equipment Risks** – If the Equipment is lost or damaged beyond repair or is stolen or for any other reason is not available or suitable for return at any time during the term of this Agreement, you will promptly notify Allianza of that event and, unless we are agreeable to another arrangement, we may terminate this Agreement under “Termination – Termination by Us” and, without limiting our rights under that section, require you to immediately pay to Allianza on demand an amount equal to the Buyout Price [as per Section 11(b)] and any other amounts owing by you under this Agreement.
6. **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 Equipment 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 Equipment 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) you submit to us the attached “Assignment/Transfer of Rental Agreement” duly signed by you and the transferee (or the transferee otherwise agrees in writing to assume your obligations under this Agreement in form acceptable to us); and (e) you have paid us all amounts then owing under this Agreement. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee. Unless and until these conditions are satisfied, or unless Allianza otherwise waives any or all of these conditions (which we are under no obligation to do), you will remain responsible for the Equipment rental and your obligations under this Agreement, including making all rental payments when due. If you sell or transfer the premises and fail to comply with these conditions, unless Allianza has waived compliance, Allianza may, at its option, terminate this Agreement under “Termination – Termination by Us” and, without limiting our rights under that section, require you to immediately pay to Allianza on demand an amount equal to the Buyout Price [as per Section 11(b)] and all other amounts owing by you under this Agreement.
7. **Warranties and Disclaimer.** Allianza makes no representations, warranties or conditions as to the performance of the Equipment except for those which are given by applicable statute and which you cannot waive. We are not the manufacturer of the Equipment and we are not making any warranty or guarantee in respect of the Equipment (except as expressly provided in this section) or the manufacturer of the Equipment, including whether the Equipment is suitable for you. Any warranties, conditions or guarantees provided under applicable legislation are hereby excluded to the maximum extent permitted by law.
8. **Limitation of Our Liability.** Except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, Allianza shall not be liable to you or any third party for any loss, damage, death or injury of any type (including as a result of water leakage or any electrical or natural gas related events) or any indirect, incidental, special or consequential damages, arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use, maintenance, operation, repossession and/or removal of the Equipment or by your failure to comply with any of your obligations under this Agreement including those under “Customer Obligations”, even if reasonably foreseeable and whether claimed in contract, tort (including negligence) or under any other legal theory. None of the limitations of liability stated in this section will apply in cases of Allianza’s deliberate fault, gross negligence or breach of contract where the breach results from our gross negligence. 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.

9. **Indemnity by You.** You agree to indemnify and save Allianza harmless from all claims, losses, damages and costs that we may suffer, incur or pay or may be required to pay, including legal fees and expenses, in connection with this Agreement, including its termination or enforcement, or the use and/or operation of the Equipment including any claims against us for any injury or death to individuals or damage to property, including those arising from your negligence or misuse of the Equipment or your breach of your obligations under this Agreement. This obligation will survive termination of this Agreement for any reason.
10. **Privacy; Personal Information About You.** Your privacy is important to us. We collect, use and disclose personal information about you in order to establish and manage our business relationship with you, including performing our obligations or exercising our rights under this Agreement. Other than with our authorized service providers and/or parties that provide us with credit information in connection with this Agreement, a party to whom we transfer, assign or encumber this Agreement or the Equipment, or as required or permitted by law, we won't knowingly share your personal information with third parties without your permission. For more information about our privacy policies and practices, please contact us as described below under "How to Contact Us".
11. **Termination.**
- (a) **Termination by Us.** Default will occur upon any of the following events occurring:
- (i) if you fail to make any rental payment or payment of any other amount under this Agreement by its due date;
 - (ii) if you remove the Equipment without our authorization.
 - (iii) if the Equipment is lost, damaged beyond repair, stolen or for any other reason not available or suitable for return at any time during the term of this Agreement;
 - (iv) if you sell or transfer the premises at which the Equipment is located without complying with the conditions set forth above under "Sale of Your Home";
 - (v) if you otherwise breach or fail to comply with any other covenant, obligation, or provision of this Agreement including any of your obligations set out above under "Customer Obligations";
 - (vi) if a bankruptcy, insolvency, receivership or similar proceeding is instituted by or against you, or if an encumbrancer takes possession of the Equipment; or
 - (vii) if any representation or information provided by you in connection with this Agreement is untrue or incorrect.

In the event of default, we may, at our option, terminate this Agreement and (x) bill you for the applicable Buyout Price (as defined below) and on the other terms set out below under "Termination - Termination by You", in which case you agree to pay the Buyout Price (and all other amounts owing by you hereunder) when invoiced by us; (y) enter the premises where the Equipment is located (or where we believe the Equipment is located) and repossess and remove the Equipment (if necessary, disconnecting it from any other property), in any lawful manner, and you waive any claims for any damages to property or otherwise arising from such repossession and removal; and/or (z) sell, lease or otherwise dispose of the Equipment in such manner and for amounts and upon such terms as Allianza may reasonably determine and apply the net proceeds against what you owe to us. You will be liable for all costs and expenses incurred by Allianza associated with your default, including the costs of enforcement and repossession. No termination of this Agreement as a result of your default will relieve you from any of your obligations to Allianza accrued hereunder, including your obligations relating to accrued and unpaid rental charges and other amounts due or becoming due hereunder and indemnification.

(b) **Termination by You. Your sole method of terminating this Agreement prior to the end of the useful life of the Equipment is to purchase the Equipment.** You may purchase the Equipment at any time for a buyout price equal to the then depreciated fair market retail value of the Equipment, determined by us on a straight-line basis in accordance with Canadian generally accepted accounting principles (assuming, for the purposes of such determination, that the Equipment is valued on an installed basis without regard to the cost of removal and has been maintained as required by this Agreement) (the "**Buyout Price**"), which Buyout Price is in addition to all other accrued and unpaid amounts owing by you under this Agreement. You may request written confirmation of the Buyout Price by calling Allianza at 1-800-844-9936 or emailing Allianza at info@allianzepowercorp.com. When you exercise your buyout option, you accept the Equipment on an "as-is, where is" basis, free and clear of liens, charges or encumbrances by Allianza, subject to the balance of any transferable manufacturer's warranty but without any further warranties, representations or conditions whatsoever, whether express or implied, on the part of Allianza, and you assume full responsibility for the Equipment and its repair and maintenance. You agree to pay the Buyout Price (and any and all other amounts outstanding under this Agreement) when invoiced by us. You may not purchase less than all of the Equipment. 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 Equipment and, as set out more particularly below in the section called "End of Agreement", you will have no further obligation to pay rent and we will have no further obligation to you.

12. End of Agreement. At the end of this Agreement:

- (a) **Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment, unless we mutually agree at the time and enter into a new equipment rental agreement in the form then in use and at the rental rates then charged by us.
- (b) **Replacement** – Allianza is not responsible for replacing the Equipment or re-connecting any ancillary or other equipment including venting, piping, plumbing, wiring, ducting, and/or electrical services.
- (c) **Removal and Disposal** – if the Equipment has reached the end of its useful life and we are not supplying or installing a replacement, you will at such time, at your own risk, make prompt arrangements to have your own qualified contractor disconnect and remove the Equipment from the premises and schedule an appointment for one of our representatives or agents to pick up the Equipment at the property and return it to our office or dispose of it.
- (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.

13. Remedies Cumulative. Allianza's rights and remedies hereunder are cumulative and not alternative and may be exercised by Allianza separately or together in any order or sequence, without prejudice to any other right or remedy Allianza may have at law or in equity.

14. Assignment. We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Equipment to another party at any time without notice to you and without your permission. You hereby consent to the delivery by Allianza to any actual or prospective transferee of such information concerning you and your account as may be in our possession and as may be necessary in connection with such transfer or assignment. 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 Equipment without our prior written consent (see section called "Sale of Your Home").

15. Further Assurances. You agree to provide such further information or assurances, sign and deliver such documents and take such other actions as may be required by Allianza from time to time to give effect to this Agreement and to protect our rights hereunder.

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

17. Severability. If any provision of this Agreement, or part thereof, or the application thereof to any person or circumstances is held to be invalid or unenforceable, such provision or part thereof will be deemed severed and the remainder of this Agreement will continue in full force and effect.

18. Entire Agreement; Binding Effect; Interpretation. This Agreement is the entire agreement between Allianza and you and supercedes all prior agreements, understandings or discussions, whether oral or written. There are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement is binding upon you and your heirs, legal personal representatives, successors and permitted assigns. Section headings are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement or its effect. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation". Time is of the essence of this Agreement.

19. Notifications. Pursuant to the general terms and conditions of this Agreement, communications may be issued by us from time to time by way of bill inserts, letter or by any method permitted by law.

20. Amendment. The parties hereto agree that this agreement will not be amended in any way save and except for amendments which are entered into mutually and agreed upon by both parties. The parties agree that in the event an amendment is contemplated, that amendment will be executed by way of addendum to the Agreement, executed by both parties separate to the herewith Agreement.

21. How to Contact Us. You may contact us as follows:

Allianza Power Corp.
4299 Queen Street East, Unit 1
Brampton, Ontario L6T 5V4
Tel. 1-800-844-9936 Fax: 905-794-3712
Email: info@allianzepowercorp.com
Website: <http://www.allianzepower.com>



ASSIGNMENT / TRANSFER OF RENTAL AGREEMENT

IF YOU ARE SELLING OR TRANSFERING YOUR HOME, COMPLETE THE FOLLOWING INFORMATION AND SEND IT TO ALLIANZE A.S.A.P.

Property Sale Closing Date: _____
Property Address with Rental Equipment:
Street Address: _____
City: _____, Ontario, Postal Code: _____

I/We, _____ (individually and collectively, the “**Customer**”), hereby assign all of Customer’s rights, interest, and obligations under the Consumer Rental Agreement, Contract # _____, between Customer and Allianze Power Corp. to _____ (individually and collectively, the “**Assignee**”) and the Assignee hereby accepts and agrees to assume all rights, interest and obligations of the Customer under the Agreement and agrees to the terms and conditions thereof.

Date: _____ Customer Name: _____ Customer’s Signature: _____

Date: _____ Co-Signee’s Name: _____ Co-Signee’s Signature: _____

Date: _____ Assignee’s Name: _____ Assignee’s Signature: _____
Home phone: (_____) _____ Work or cell phone: (_____) _____ ext. _____ Email: _____

Date: _____ Assignee’s Name: _____ Assignee’s Signature: _____
Home phone: (_____) _____ Work or cell phone: (_____) _____ ext. _____ Email: _____

SCHEDULE “S”

BROKER: 1000158617 ONTARIO INC.O/A PIVOT REAL ESTATE GROUP
3601 HIGHWAY 7 E. UNIT 1001, MARKHAM, ON L3R 0M3 TEL.: 416.268.5555

ATTENTION: ELLIOTT TAUBE, Principal [email: elliott@pivotre.com]; and
LOUIS NGUYEN, Principal [email: louis@pivotre.com]

Geographical Location: MENKES RITSON ROAD INC., OSHAWA, ONTARIO

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Buyer Customer Service Agreement (“Authority” or “Agreement”), “Buyer” includes purchaser and tenant, a “seller” includes a vendor, a landlord or a prospective seller, vendor or landlord and a “real estate board” includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Agreement shall be read with all changes of gender or number required by the context.

2. COMMISSION: For a Buyer Customer Service Agreement between Buyer and Brokerage, there is no requirement for the Buyer to pay the Brokerage compensation for the customer service provided by the Brokerage, unless otherwise agreed to in writing.

3. REPRESENTATION AND CUSTOMER SERVICE: The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service.

The Buyer acknowledges that the Brokerage will be providing customer service to the Buyer and will not be representing the interests of the Buyer in a transaction.

The Brokerage may be representing the interests of the seller as an agent or sub-agent. When the Brokerage is representing the seller, the seller is considered to be the Brokerage’s client, and the Brokerage’s primary duties are to protect and promote the interests of the seller/client. The Brokerage will disclose all pertinent information to a seller/client obtained from or about the Buyer.

Even though the Brokerage’s primary duties may be to the seller, the Brokerage may provide many valuable customer services to the Buyer. When providing customer service to the Buyer, the Brokerage’s duties to the Buyer include:

- the **Ethical** duty to deal fairly, honestly and with integrity;
- the **Legal** duty to exercise due care when answering questions and providing information; and
- the **Legal** duty to avoid misrepresentation.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer.

The Buyer hereby agrees that the terms of any buyer’s offer or agreement to purchase or lease the property will not be disclosed to any other buyer.

The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers.

If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage’s relationship to each seller and buyer.

4. INDEMNIFICATION: The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer’s own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.

5. FINDERS FEE: The Buyer acknowledges that the Brokerage may be receiving a finder’s fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

6. CONSUMER REPORTS: The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.

7. USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer’s information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

8. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

9. ELECTRONIC COMMUNICATION: This Buyer Customer Service Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.

Purchaser’s Initials

Purchaser’s Initials

Vendor’s Initials

SCHEDULE "X"

1. (a) The Vendor will construct (if not already constructed) and complete upon the property a dwelling of the type hereinbefore indicated. The dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor, and the Purchaser agrees to close this transaction on the Closing Date, provided the Municipality has approved the dwelling for occupancy and the Vendor has provided the evidence required by the Statement of Critical Dates and Addendum annexed hereto (the "Addendum"), without holdback of any part of the purchase price and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. The Vendor has the right to extend the Closing Date in accordance with the Addendum. The Purchaser hereby agrees, provided that there are no liens under the *Construction Act* (the "CA") registered on title to the property on the Closing Date, to accept the Vendor's covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the CA, and will not claim any lien holdback on Closing (as defined in the Addendum). If there are any such liens registered against title to the property on the Closing Date, then, in such event, the Purchaser shall accept the Vendor's undertaking to obtain and register, within a reasonable time after Closing, a discharge of any such liens and/or an order vacating any certificates of action registered in connection therewith, on title to the property, arising from the Vendor's work and to close on the Closing Date without holdback of any part of the purchase price. Subject to the requirements of the Tarion Warranty Corporation ("Tarion") and/or the Home Construction Regulatory Authority ("HCRA"), if the said dwelling type cannot be sited or built on the property in accordance with the requirements of the Municipality, subject to the right of the Vendor to make such changes to the dwelling type as hereinafter set out, this Agreement of Purchase and Sale shall be deemed to be frustrated and the Purchaser shall be entitled to a refund of all monies paid, without interest, but in no event shall the Vendor or the Real Estate Broker or any of its agents be liable for any damages or costs whatsoever.
- (b) The Purchaser acknowledges that warranty information is available from Tarion and the Vendor will deliver any additional required warranty information to the Purchaser at or before the Pre-Delivery Inspection ("PDI") required under the provisions of Tarion. The Purchaser (or the Purchaser's designate) agrees to execute and provide to the Vendor any confirmation of receipt ("Receipt") of the forgoing, in the form required by Tarion, forthwith upon receipt. The Purchaser (or the Purchaser's designate) will meet at the subject dwelling unit on or before the Closing Date to conduct the PDI. The Purchaser shall not be entitled to examine the dwelling except when accompanied by a representative of the Vendor. The Purchaser agrees to comply with all regulations under the *Occupational Health & Safety Act*, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor and the Purchaser agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser (or the Purchaser's designate) is to arrange the PDI with a representative of the Vendor and is to give the representative of the Vendor at least three (3) days' prior notice of the PDI, which shall be conducted at a mutually convenient time prior to the Closing Date. During the PDI, the Purchaser (or the Purchaser's designate) and the Vendor agree to list any incomplete, damaged or deficient items with respect to the dwelling unit on the PDI Form (the "Form") required by or approved by Tarion. In addition, the Purchaser (or the Purchaser's designate) shall execute all other forms prescribed from time to time by, and required to be completed pursuant to the requirements of Tarion, including any Certificate of Completion and Possession (the "CCP"). The Purchaser agrees that such items as are included in the Form represent the balance of work to be completed by the Vendor with respect to the dwelling unit and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, save and except in accordance with Tarion, and this shall serve as a good and sufficient release of the Vendor in that regard. Except for the PDI, the Purchaser agrees that prior to the Closing Date, the Purchaser, their agents or representatives will not, in any circumstances enter onto the property and the dwelling except at the request of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and a breach of this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In the event the Purchaser sends a designate to conduct the PDI in the Purchaser's place, the Purchaser shall first provide the Vendor with the Appointment of Designate for PDI in the form prescribed by Tarion, prior to the PDI, failing which the Purchaser shall be required to attend personally. In the event that the Purchaser appoints such designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the same force and effect as if executed by the Purchaser directly. The Purchaser further agrees that the Vendor shall have the right to enter upon the property and dwelling after completion of the transaction in order to complete such items as are included in the Form. The Vendor shall complete such items as are contained in the Form within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The warranties given under the Ontario New Home Warranties Plan Act, as amended, replace any warranties at law or otherwise. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the dwelling unit until and unless the Purchaser (or the Purchaser's designate) has executed the Receipt, Form and CCP, together with any other documents required under Tarion (collectively the "Documents"). In the event the Purchaser (or the Purchaser's designate) has failed to complete the PDI and execute the Documents on or before the Closing Date, the Vendor may declare the Purchaser to be in default under this Agreement and exercise any or all of its remedies set forth herein or at law, or may complete this transaction on the Closing Date and shall be entitled to: (a) refuse to provide possession of the property to the Purchaser until the Documents have been completed and signed by the Purchaser; or (b) complete the Documents on behalf of the Purchaser, and in such case, the Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as the Purchaser's lawful attorney to complete and sign the Documents in the Purchaser's name, place and stead in accordance with the provisions of the *Powers of Attorney Act*. Prior to Closing, the Purchaser shall not be entitled to do or cause to be done any work, installation, improvement or alteration to the dwelling or the property, in default of which, the Vendor shall have the right to either charge the Purchaser on closing, for all costs and expenses incurred by the Vendor in removing or rectifying all work done by the Purchaser, in such amounts as determined by the Vendor in its sole discretion, or, at the Vendor's sole option, to treat same as a breach of this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. If the Purchaser makes any changes, alterations or additions to any mechanical, electrical or plumbing system or equipment installed by the Vendor, the Vendor's warranty with respect to same (including those provided by Tarion and the *Ontario New Home Warranties Plan Act*) shall be automatically voided and of no further force of effect. 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.
- (c) In the event of an occurrence, such as but not limited to a pandemic, state of emergency, natural disaster or other like event or peril, the Vendor may modify or vary any procedure, timeline or process, including but not limited to PDI, colour selections and key release, herein specified or applicable as permitted by any emergency order, governmental or other quasi-governmental authority or as the Vendor, acting reasonably determines is appropriate in the circumstances.

2. The Purchaser agrees with the Vendor as follows:

- (a) Notwithstanding closing, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Vendor, the subdivider or their servants or agents may, for such period after closing as is designated by the subdivider and/or Vendor, enter upon the property at all reasonable hours to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such a provision. Further, the Vendor shall have the right after closing, to enter upon the property at all reasonable hours to permit access to complete construction or grading on other properties in the subdivision, provided however, the Vendor shall be responsible for all repairs to any damages caused by its entry as aforesaid. Provided however that all of the covenants, warranties and obligations contained in this Agreement to be performed by the Vendor, including title, shall merge on Closing and shall not survive same, save and except for the obligations of the Vendor to complete the dwelling in accordance with the requirements of Tarion.
- (b) The Purchaser acknowledges and agrees that the Vendor may, from time to time, in its sole discretion, or as required by the Municipality, Region or other governmental authority or agency having jurisdiction, or the Subdivider, change, vary or modify the plans and specifications pertaining to the dwelling, real property or the Plan of Subdivision (including without limiting the generality of the foregoing, architectural, structural, engineering, landscaping, grading, mechanical, site, servicing or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure, model in the Sales Office or otherwise, and the Purchaser shall have absolutely no claim or cause of action against the Vendor or its agents for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials and/or colours for those designated in the plans and/or specifications provided the quality is equal or better. The Purchaser further acknowledges that all matters external to the lot are the responsibility of the Subdivider from whom the Vendor may have acquired the lot upon which the dwelling is to be built and that any information shown or provided for on any sketch, schedule or plan, relating to matters external to the lot, whether attached to this Agreement, contained in any Sales Office or promotional literature, shall be considered to be preliminary only. The Purchaser agrees to accept any variation or change with respect to any and all information external to the lot including, without limiting the generality of the foregoing, the location of sidewalks, transformers, poles, lights, telephone service, cable service, hydrants, curb cuts, landscape features, entrance features, community amenities and street configuration, direction or names, without abatement in the purchase price and the Vendor shall have no liability or obligation with respect to such change or variation to any matters which are external to the lot.
- (c) The Purchaser will not alter or obstruct the grading or drainage of the Property contrary to the Municipally approved drainage pattern, and, provided that lot grading has been completed in accordance with municipally approved grading control plan 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, in default of which, the Vendor shall have recourse to the damage deposit, in addition to any other right or remedy, to cover the cost of effecting any repairs. Purchasers are advised that storm water management infrastructure, namely infiltration trenches which includes tile drainage and underground piping (collectively the "Drainage Infrastructure") may be located on their property. Purchasers are advised that it is their responsibility to maintain, clean and repair said Drainage Infrastructure to ensure that proper drainage is maintained. Purchasers are not permitted to alter the grading or drainage on their property and are not permitted to alter or cover any swales. No structures are permitted on the Drainage Infrastructure and no modification, alteration or excavation of the Drainage Infrastructure is permitted. Should the Purchasers alter, interfere and/or damage the Drainage Infrastructure the Vendor shall be permitted to enter the Purchaser's property to reinstate the Drainage Infrastructure to municipal requirements, at the sole cost and expense of the Purchaser. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the Subdivision Agreement or any other Municipal Agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing or decking upon the property until after the Vendor has obtained acceptance of lot grading from the Municipality.
- (d) Purchaser shall pay an amount on Closing as an adjustment, to be estimated by the Vendor, to apply to Purchaser's grading and subdivision service damage covenants: all readjustments, without interest, to be made forthwith upon municipal assumption of subdivision services and the release of any security posted by the Vendor with the Municipality and/or Subdivider.
- (e) The hot water heater and tank are not included in the purchase price. The Purchaser agrees to either execute and deliver on or before Closing, a rental or lease contract (the form of which may be attached hereto as a separate schedule) for the said heater and tank, together with a void cheque, if applicable, or if the heater and tank are not rental or leased, the Purchaser shall pay, or reimburse the Vendor on Closing, the cost of the said heater and tank, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for hydro, gas, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The water meter is not included in the purchase if it is not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service or installation of the water meter, gas service or installation of the gas meter, the cost of hydro installation and connection fee and for the cost of any telecommunication services offered to the Purchaser. In the event that the Vendor is required to pay or provide any utility authority or service provider with cash security or a letter of credit as a pre-requisite to the provision of any utility or service to the property, then in such circumstances, the Purchaser shall pay to the Vendor as an adjustment on Closing, the amount of any such cash security or letter of credit. In the event the Vendor has incurred an obligation to install, pay for and/or to contribute to the cost of boulevard tree planting, or landscaping, or installation of fences along the lot line of the subject property or retaining wall, the Purchaser shall, on Closing, reimburse the Vendor as to the cost thereof, the cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The Purchaser acknowledges that notwithstanding payment for boulevard tree planting, a tree may not be located in front of the dwelling but shall be located by the Subdivider within the subdivision in accordance with the municipally approved plans. In the event the Municipality requires the installation of air conditioning in the subject dwelling unit, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on Closing, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The location of mechanical installations may not be as shown on the sales brochure and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air conditioning units and appliances when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if this Agreement provides for the Vendor to supply an air

conditioning unit and/or appliances, the Vendor shall have the right to supply the unit and/or appliances within fourteen (14) days after the Closing Date, weather conditions permitting or later when weather conditions permit. The Purchaser shall not be entitled to any holdback notwithstanding that the air conditioning unit and/or appliances are not supplied at the Closing Date.

- (f) The Purchaser covenants and agrees to reimburse the Vendor on Closing for the enrollment, licensing, oversight or other similar fees paid by the Vendor for the dwelling under Tarion, the HCRA or other similar regulatory body or agency, and for the real estate transaction levy surcharge charged by the Law Society and to be paid by the Vendor to its solicitors for this transaction. The Purchaser shall also reimburse the Vendor on Closing for the cost of preparing a foundation survey of the dwelling and any charges paid by the Vendor to the Municipality and/or Region with respect to "Blue Boxes"/ "Green Bins" or other garbage recycling or organic/composting program, such charges to be absolutely determined by Statutory Declaration sworn on the part of the Vendor. The Purchaser shall pay to the Vendor on Closing an administration fee, as determined by the Vendor, for the delivery of notices to the Purchaser and/or the Purchaser's solicitor as required pursuant to the Addendum. The Purchaser shall also reimburse the Vendor on Closing, the amount paid to or on behalf of Canada Post with respect to the installation and activation of the community mail boxes and addresses in the development.
- (g) The Purchaser shall retain a solicitor in good standing with the Law Society of Ontario to represent the Purchaser, and shall cause such solicitor to notify the Vendor's solicitors that they have been retained within thirty (30) days of execution of this Agreement of Purchase and Sale. Subject to the restrictions contained herein regarding assignment and the right to direct title, the Purchaser agrees to advise the Vendor's solicitor not less than thirty (30) days prior to the Closing Date, as to how title will be taken, failing which, the Vendor is hereby directed to engross title in the name of the Purchaser(s) named in this Agreement and the Vendor's solicitors shall be entitled to charge a fee in order to make any subsequent changes thereto. The Purchaser agrees to accept any changes required to the lot number of the subject property as a result of the registered plan of subdivision or otherwise as determined by the Vendor. The Purchaser acknowledges and agrees that the Purchaser shall only have the right to direct title into the name of all persons or entities who are contractually bound as a Purchaser pursuant to this Agreement. The Vendor, in its sole, absolute and unfettered discretion may (but shall have no obligation) to permit the Purchaser to direct title into the name of the Purchaser's spouse or child (a "Related Party") (with or without the Purchaser) provided the Purchaser makes such request in writing to the Vendor at least 30 days prior to the Closing Date and the Purchaser provides to the Vendor a Statutory Declaration confirming that the Related Party is the Purchaser's spouse or child. An administration fee of \$500.00 plus applicable taxes together with the Vendor's solicitor's fees of \$500 plus applicable taxes and disbursements will be charged for each requested amendment to the final closing documentation to add or subtract a Related Party as a named party to the transaction documents. For certainty, the Purchaser acknowledges and agrees that the Vendor shall have the right to accept or refuse such a request to direct title in its sole, absolute and unfettered discretion and to impose such conditions on acceptance as it requires, including the provision of all financial information from the Related Party and the execution of the Vendor's form of assignment agreement. The Purchaser shall satisfy themselves as to any tax consequence for any changes arising from such direction or assignment. The Purchaser agrees to provide the Vendor's solicitor with a written direction, in accordance with the foregoing, as to whom title is to be conveyed, no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby irrevocably directed to convey title to the Purchaser set forth and named in this Agreement. In the event that the Purchaser wishes to vary or change the manner in which the Purchaser has previously requested to take title to the property, then the Purchaser agrees to pay to the Vendor's solicitors, on Closing, their legal fees in order to implement any such change in the amount of \$500.00 plus taxes, for any such change, but without there being any obligation whatsoever on the part of the Vendor's solicitors to approve of, or to implement any such change so requested.
- (h) Keys will be released to the Purchaser at the Registry Office or the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, upon Closing, unless otherwise specifically agreed in writing between the Vendor and Purchaser. Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.
- (i) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event this transaction is not completed due to the Purchaser's default. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part (as determined by the Vendor in its sole discretion, subject to the Vendor's right, should it determine, to supply any such item following Closing) or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon Closing that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, all as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.
- (j) Prior to Closing, the Purchaser covenants and agrees not to post any signs or advertise the property for sale, lease or rent, or list the property for sale, lease or rent, or advise others that the property is or may be available for sale, lease or rent, offer for sale, lease or rent or sell, lease or rent the real property or to enter into any agreement, conditional or otherwise, to sell, lease or rent the real property, or any interest therein, nor to assign this Agreement or any interest therein, or any rights of occupancy, 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, lease or rent, or any sale, lease, rental, assignment or attempted assignment of this Agreement or the property shall constitute a breach of this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In addition, in the event that the Purchaser is in breach of this subparagraph, the Purchaser acknowledges and agrees that the Vendor shall have the right to charge a default fee of Five Thousand Dollars (\$5,000.00) plus applicable taxes, plus legal fees for each violation as an adjustment on the Closing Date. In the event that more than one party is named as Purchaser, the Purchaser acknowledges that they shall not be entitled to direct title in the Transfer/Deed of Land to be registered on Closing other than to all of the parties comprising the Purchaser, without the Vendor's written consent, which consent may be arbitrarily withheld.
- (k) The Purchaser agrees not to finish the whole or any part of the basement of the dwelling for a period of twenty-four months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage, including any

consequential damages arising therefrom. The Purchaser covenants and agrees, forthwith after Closing, to install a humidifier in the subject dwelling unit and in the event the Purchaser fails to do so, the Vendor will not be held responsible for the repair or rectification of any damage to the dwelling caused as a result of lack of humidity levels.

- (l) Where any portion of any fence bordering lands not owned by any governmental or utility authority ("Private Fence") is within fifteen (15) centimetres of the property line, such Private Fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the property and to complete the sale contemplated herein, without abatement of the purchase price and without objection. If any portion of any Private Fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment or, at the Vendor's sole option, upon an abatement in the purchase price, such abatement to be calculated by multiplying the purchase price of the lot only without a dwelling unit (or the fair market value of the lot only without a dwelling unit as determined by the Vendor in its sole discretion) by the ratio of the area of the Unpermitted Encroachment to the total area of the property. The Purchaser acknowledges that in the event the property borders land owned by any governmental or utility authority, such authority may require fences, entrance gates or other structures to be located within the property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority. Notwithstanding anything hereinbefore set out, the whole or any fence, acoustic barrier, entrance gate or other structure required to be erected by any governmental authority, utility or railway or erected pursuant to any Subdivision, Site Plan or Development Agreement shall be deemed to be a Permitted Encroachment. The Vendor shall have the right to store topsoil or soil on the lot after the Closing Date, which topsoil or soil shall remain the property of the Vendor, to be used by the Vendor to complete the final grading and the Purchaser shall not alter, remove or add any other material to same.
- (m) The Purchaser acknowledges that the real property dimensions and the square footage of the dwelling unit are approximate only. In the event the frontage, depth or area of the real property and/or the square footage of the dwelling unit and/or the dimensions or square footage of any room or area in the dwelling unit are varied by up to and including five (5%) percent, from those specified in this Agreement or the sales brochure, or any or all of the foregoing, the Purchaser agrees to accept all such variations without notice and without claim for compensation or abatement in the purchase price and this Agreement shall be read with all amendments required thereby. If any such variation exceeds five (5%) percent, the Purchaser may either accept such variation without abatement in the purchase price and without any claim as against the Vendor and its servants and agents for any loss or damages whatsoever, or terminate this Agreement and the Purchaser shall be entitled to a refund of all monies paid, without interest, and the Vendor, Vendor's Agent and Purchaser shall be released of all further obligations and liabilities. If there is any reference in the plans and specifications for the dwelling to a specific ceiling height, the Purchaser acknowledges that such measurement is approximate only. Where ceiling bulkheads are installed or where drop ceilings are necessary, such as kitchens, foyer, closets, bathrooms, laundry rooms and hallways, the ceiling height will be less than as set out.
- (n) The Purchaser acknowledges that grading and sodding shall be done as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser. The Purchaser covenants and agrees not to plant any trees or shrubbery, install plants, flowers or landscaping or install fences or any other structure or improvements exterior to the dwelling, upon or within the property, prior to the Vendor completing the grading and sodding of the property, and obtaining a final grading certificate from the Consulting Engineer for the subdivision, failing which the Purchaser acknowledges that the Vendor shall have the right to remove any such planting or installation without reimbursement to the Purchaser and the Purchaser shall indemnify and be responsible for all of the Vendor's costs and expenses in so doing. From and after the Closing Date, the Purchaser shall be obligated to maintain any sidewalks or areas designated for sidewalks which are adjacent to the property as well as any driveway aprons free from snow, ice or any other obstruction or material and shall indemnify and save harmless the Vendor from and against all claims, demands, damages, costs and expenses which may be made or brought against the Vendor or which the Vendor may sustain by reason of the Purchaser's failure to so maintain.
- (o) The Purchaser acknowledges that existing and/or future development or subdivision agreements affecting the real property may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the usage of the real property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, the absence of door-to-door mail delivery, the location of "super mailboxes", the status of services and works in the subdivision and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of the real property. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before the Closing Date, the Purchaser shall forthwith execute upon request by the Vendor, acknowledgements or amendments to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the real property to the Purchaser unless the Purchaser executes such acknowledgements or amendments as aforesaid. In addition, the Purchaser covenants and agrees to forthwith execute upon request by the Vendor, any acknowledgement or document required by a Committee of Adjustment decision or pursuant to any requirement of any governmental or utility authority pursuant to any minor variance application or by-law amendment obtained in order to construct the dwelling. In the event that the Purchaser fails to execute such acknowledgements, documents or amendments forthwith upon being requested to do so by the Vendor, the Vendor shall be entitled, at its sole option, to declare the Purchaser to be in breach of this Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same.
- (p) The Purchaser covenants and agrees to attend within seven (7) days of notification to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this agreement (the "Colour Chart"). In the event any item on the Colour Chart becomes unavailable, or, if such selection would not be available in a timely fashion, (such determination to be made by the Vendor at its sole discretion), the Purchaser shall be allowed to attend on seven (7) days written notice from the Vendor to re-select an alternative from the Vendor's available samples. In the event the Purchaser does not attend and execute the Colour Chart at the date and time specified in the above-noted notice from the Vendor or if the Purchaser does not so re-select within the time or times hereinbefore limited, the Vendor may at its sole option, either make such selection on behalf of the Purchaser, and in any such event, the Purchaser hereby irrevocably agrees to accept the Vendor's selection without any right of abatement of purchase price and in full satisfaction of the Vendor's obligation herein, or declare the Purchaser to be in breach of this Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. Only such items as may be unavailable, or unavailable in a timely fashion (as determined by the Vendor at its sole discretion) may be re-selected by the Purchaser. In the event of default by the Purchaser in re-selection, and a re-selection by the Vendor on behalf of the Purchaser, the re-selection shall be of equal or better quality than the original selection.

- (q) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby shall accept any such colour variation resulting from the manufacturing process without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations herein. The Purchaser further acknowledges and agrees that various types of flooring including but not limited to carpets, marble, tile, hardwood floors, or engineered wood in the dwelling unit may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area. The Purchaser further acknowledges and agrees that the Vendor may, at its sole discretion, install one or more sump pumps in the dwelling unit. The Purchaser acknowledges that maintenance of the sump pump is and shall remain the sole responsibility of the owner of the dwelling from time to time. The Purchaser acknowledges that the Vendor shall not be liable for any damages, losses or costs incurred in any manner whatsoever in the event of failure to operate such sump pump, the removal of such sump pump, the failure or inadequacy of such sump pump, the failure to maintain such sump pump and the failure of such sump pump to prevent water or moisture from entering or collecting within the dwelling for any reason whatsoever. In the event that the subject dwelling includes stucco to be installed on the exterior of the dwelling, the Purchaser acknowledges that there may be a variance or unevenness of up to one-half of an inch (1/2") in a ten foot (10') span, which the Purchaser agrees to accept, without objection or claim for compensation.
- (r) The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on any adjustments set out in this Agreement (in addition to any maximum amount specified herein) and on chattels which are involved in this transaction as a charge on closing and the allocation of such chattels to be estimated, if necessary, by the Vendor.
- (s) All proper readjustments shall be made after Closing, if necessary, forthwith upon request. Any monies owing by the Purchaser to the Vendor pursuant to such readjustment or by reason of any other matter or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty (20%) percent per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default. The Vendor may reserve and register a Vendor's Lien and/or register a Charge(s) on the Property, following the Vendor's usual form, payable upon demand, for unpaid monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to such Vendor's Lien and/or Charge(s) including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register such Vendor's Lien and/or Charge(s) on title to the Property. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release or discharge of the Vendor's Lien and/or Charge(s) after such unpaid monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of the Vendor's solicitor's release or discharge fees. These amounts, if required, are payable after Closing. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990, with full power and authority in the Purchaser's name, place and stead, to execute the aforementioned Charge(s) for such unpaid monies or adjustments or claims herein provided, plus interest thereon as provided for herein. The Power of Attorney hereby granted is granted in accordance with the Powers of Attorney Act, R.S.O. 1990, and is irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.
- In addition to the foregoing Power of Attorney, on the Closing Date the Purchaser, and if applicable including the Purchaser's spouse, and any additional Transferees set out in the Transfer of title, covenant and agree to deliver to the Vendor, upon request, the Vendor's form of an Acknowledgement and Direction authorizing the Vendor to register the above-referenced Charge(s) against the property for any of the foregoing monies/adjustments/claims that may be owing to the Vendor, notwithstanding that the right to lien and/or charge the lands may not exist until after written demand by the Vendor.
- (t) If settlement occurs due to soil disturbances around the house, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement in accordance with the requirements of Tarion, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling which the Vendor considers of a minor nature by reason of such settlement nor shall the Vendor be responsible for the repair or replacement of any improvements installed by the Purchaser, including landscaping, paving, interlocking, shrubs, trees or sprinkler system by reason of any settlement or if the Vendor is required to do any work on or under the lands after Closing.
- (u) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro.
- (v) At any time prior to assumption of the subdivision by the Municipality, the Vendor may, following seven (7) days written notice to the Purchaser enter upon the property and relocate or remove any improvements made or installed by the Purchaser to the dwelling unit or the property (which without limiting the generality of the foregoing includes air conditioning units, patios, fences, plantings and driveway widenings) which do not conform or comply with the applicable By-Laws, site plan or subdivision agreement or which were installed without the requisite permits or approvals or which the Municipality or other lawful authority requires to be removed or rectified before assumption of the subdivision by the Municipality, and the Vendor shall not be liable to the Purchaser for such removal or relocation nor shall the entry by the Vendor its servants or agents be considered a trespass. The Purchaser shall indemnify and save the Vendor harmless from any cost, charge, expense, penalty or outlay which arises from delay in subdivision assumption and forthwith reimburse the Vendor for any and all costs, charges and expenses including overhead and supervision with respect to any work undertaken or performed by it.
- (w) The Purchaser acknowledges that the property being acquired is part of a larger project or development that is currently or will be under construction and at the time of occupancy and closing, there will be ongoing construction activities throughout the project and area. The Purchaser covenants and agrees to obtain, from a reputable insurance broker, and maintain, at its sole cost and expense, sufficient property insurance (all risks on a replacement costs basis); automobile liability for limits of not less than \$2,000,000 inclusive bodily injury and property damage with respect to any owned vehicles and general liability for amounts of not less than \$2,000,000 per occurrence, with respect to any bodily injury, death, property damage or other loss sustained by them or any of their family, visitors or tradespeople, resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction, which insurance shall (i) be primary in nature with respect to liability arising out of the Purchaser; (ii) contain a waiver of subrogation with respect to property insurance in favour of the Vendor, and (iii) not call into contribution any insurance coverage available to the Vendor except with respect to liability arising out of the Vendor's operations. The Purchaser shall provide the Vendor with proof of such insurance coverage at least five days before the Closing Date. The Purchaser shall indemnify the Vendor, and the Vendor's directors, officers, employees, permittees, licensees, contractors,

subcontractors and invitees from and against any and all present or future claims, suits, demands, costs, losses, expenses and damages suffered or incurred by the Purchaser, their family, visitors or tradespeople or any of their tenants, agents or invitees resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction.

- (x) The Purchaser acknowledges and accepts that the Dwelling Unit is located in an active and ongoing construction zone, and as such home construction on other lots or construction of subdivision services such as top coat of asphalt on roads and curbs may be incomplete for some time after Closing until the Vendor and/or the Subdivider has satisfied its obligations with the Municipality. Also, Subdivision services may still be unassumed at the time of Closing; roadways and sidewalks may be incomplete, uneven and/or closed to local traffic; kindly heed all speed zones, school zones and all warning signs. At all times, Purchaser(s), their family members (especially children) and their invitees must use caution around construction vehicles and around school sites. The Vendor assumes no responsibility for property damage or personal injury howsoever caused. The Purchaser shall indemnify the Vendor, and the Vendor's directors, officers, employees, permittees, licensees, contractors, subcontractors and invitees from and against any and all present or future claims, suits, demands, costs, losses, expenses and damages suffered or incurred by the Purchaser, their family, visitors or tradespeople or any of their tenants, agents or invitees resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction.
3. (a) The Purchaser agrees that title may on closing be subject to one or more subdivision, development or other agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such subdivision, development or other agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy himself as to compliance.
 - (b) The Vendor has agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event of default by the Subdivider in compliance with the requirements therein contained, or in the event the Subdivider exercises its right by reason of adverse soil conditions affecting the property, to terminate the purchase agreement as it relates to the property, or if the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall be deemed to be frustrated and the Purchaser shall be entitled to a refund of all monies paid, without interest, but in no event shall the Vendor or the Real Estate Broker or any of its agents be liable for any damages or costs whatsoever. .
 - (c) The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor herein, and the Purchaser hereby releases the Subdivider from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the dwelling unit and installation of all other improvements within the boundaries, and the Purchaser agrees to execute and deliver on closing a separate acknowledgement and release in favour of the Subdivider to this effect.
 - (d) The Purchaser acknowledges and agrees that the architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustic barriers, corner lot fencing (including the location of such acoustic barriers and corner lot fencing), exterior colour schemes, corner lot, priority lot and rear lot treatments, or any other matter external to the dwelling unit designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider and the Purchaser agrees to accept, without any right of abatement of purchase price, any changes required as a result of such architectural control. In the event the Vendor determines, in its sole discretion, or 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, fencing, acoustic barrier or landscaping plan for this dwelling unit (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the dwelling unit herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement, and the Purchaser agrees to pay the additional costs incurred in connection with such changes as an adjustment on Closing. The amount to be paid by the Purchaser pursuant to this subparagraph as an adjustment on Closing is to be determined by a Statutory Declaration sworn on the part of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described dwelling unit either as shown on the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, or, to construct such dwelling unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout or to rotate same for corner lots. Construction of a reverse mirror image dwelling unit plan or rotated plan is hereby irrevocably accepted by the Purchaser without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations as to construction of the dwelling unit type hereinbefore described. Further, in the event the Vendor determines, in its sole discretion, to construct the dwelling unit at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the dwelling, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of purchase price and in full satisfaction of the Vendor's obligation as to construction of the dwelling unit type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, hydro transformers, telephone/cable/utility boxes, fencing or landscaping required pursuant to the Municipally approved grading plans and the Purchaser acknowledges and agrees that they may be required to repair and maintain same.
 - (e) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the subject property may not, as yet, be complete and accordingly, it may not be possible to construct a dwelling unit with a walk-out basement or lookout basement or rear deck where so indicated in this Agreement, or, it may be necessary to construct a dwelling unit with a walk-out basement or lookout basement or rear deck where it is not indicated in this Agreement. In the event this Agreement does not call for either one or more of a walk-out basement, lookout basement or rear deck and either one or more of same is required, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit with a walk-out basement and/or lookout basement and/or rear deck, as required pursuant to such grading plans and the Purchaser shall pay the additional cost involved in constructing such walk-out basement and/or lookout basement and/or rear deck, as the case may be, as an adjustment on Closing. In the event this Agreement calls for a walk-out basement and/or lookout basement and/or rear deck and such is not possible, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit without one or more of such walk-out basement, lookout basement or rear deck as required pursuant to such grading plans, and the Purchaser shall accept a credit in the purchase price on Closing only for the amount charged, if any, by the Vendor to the Purchaser for such walk-out or rear deck look-out condition as specified in Schedule "P" to this Agreement. In the event this Agreement calls for a rear deck only and such is not possible, pursuant to the final approved grading plans, the Vendor shall have the right to construct the dwelling unit with either a walk-out basement or lookout basement in accordance with such grading plans, and the Purchaser agrees to pay the additional cost involved in constructing such walk-out basement or lookout basement. All costs or credits pursuant to this subparagraph shall be absolutely determined by a Statutory Declaration sworn on the part of the Vendor.

- (f) The Purchaser shall, in addition to the Purchase Price, pay an amount on account of (and as partial reimbursement to the Vendor) for the development charge(s) or levies and/or education development charge(s) or levies and/or any sewer impost charges and/or any fees, levies (including parks and cash-in-lieu), parkland levies, transportation levies, as well as the entire amount of all other levies, charges, obligations or assessments assessed against or attributable to the Property or assessed against the Property, Subdivision or any portion thereof pursuant to the Development Charges Act 1997, S.O. 1997, C.27 as amended, the Education Act R.S.O. 1990 C.E 2 as amended, the Planning Act, c.P. 13, R.S.O., 1990 as amended (including any Section 37 thereof) and/or pursuant to any other relevant legislation, regulation, policy or authority (collectively referred to as the "Levies" or individually as a "Levy") assessed against the Vendor and/or the Subdivision (or any portion thereof) in connection with the development of the Subdivision thereon, set at the sum of \$7,500.00 plus HST for each dwelling unit and which amount shall correspondingly be charged to the Purchaser in the statement of adjustments on the Closing Date, on the express understanding and agreement that in the event that the City of Oshawa (or any governmental or quasi-governmental authority or agency, or any other public or private authority or agency) has established (or hereafter establishes) a program to encourage the development and construction of energy-efficient or environmentally-friendly homes, buildings or structures that exceed minimum performance or threshold standards, in terms of energy efficiency, renewable energy consumption characteristics, environmentally-friendly attributes, or other similar or related factors, then regardless of whether the incentive payment is characterized as a rebate of development charges or otherwise, the Vendor shall be entitled to keep and retain all rebates, refunds, and/or performance incentives that may be granted or awarded by the City of Oshawa or any such agency or authority, either before or after the final closing of this transaction, without any duty or obligation whatsoever on the part of the Vendor to account for same, or to refund any portion of same, to or with the Purchaser, and without any requirement or obligation to readjust any item or component in the final statement of adjustments, either before or after the final closing of this transaction, as a consequence thereof.
- (g) The Purchaser shall pay to the Vendor, as an adjustment on Closing, the amount of any increases in construction costs or additional expenses expended or incurred by the Vendor for the completion of the dwelling or property and which are over and above those costs or expenses contemplated as at the date of the Purchaser's execution of this Agreement, and which costs or expenses arise as a result of and/or caused by changes to the Ontario Building Code or any other federal, provincial, municipal or other governmental or utility authority requirement or obligation, and/or arising as a result of the grading, water table and/or soil conditions of the property (any such increase or additional expense being collectively referred to as the "Added Cost"). The amount of the Added Cost shall be determined by a Statutory Declaration sworn on the part of the Vendor, which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
- (h) In the event any mortgages are outstanding on closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's Solicitor's undertaking to obtain and register discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard.
- (i) The Purchase Price shall be adjusted on Closing with any other adjustments provided for in this Agreement, or any Schedules, Amendments or Addendum with respect thereto.
4. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, covenants, subdivision agreements, servicing and other development agreements, utility and cost-sharing agreements and to any easement, license or right-of-way granted or to be granted for installation and/or maintenance of any service or right, such as, but not limited to, public or private utilities including water, sewage, storm water drainage, gas, electricity, telephone, cable or television whether servicing the subject lands or other lands, mutual driveways and for maintenance of adjoining dwellings, if applicable. The Purchaser covenants and agrees to execute and deliver, without cost or charge to the Vendor, any such easements or rights-of-way after Closing, within seven (7) days after receipt of written request therefor from the Vendor and shall also obtain the postponement to any such easement or right-of-way for any mortgages registered by or on behalf of the Purchaser. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including without limitation eaves, eavestroughing, or other attachments to the roofs, vents, pipes, wires or cables and the Purchaser further acknowledges that portions of the dwelling may encroach onto abutting lands where the right to do so exists. In the event the subject property is subject to or together with an easement for maintenance and/or access purposes with respect to adjoining dwellings, the Purchaser shall pay to the Vendor on closing the sum of Two Hundred and Seventy-Five Dollars (\$275.00) plus taxes, to reimburse the Vendor for the additional costs incurred in creating such easement. In addition, the Purchaser shall pay to the Vendor on closing, any costs incurred with the Municipality and any registration expenses with respect to the deletion of restrictions registered by the Municipality with respect to the transfer of the subject property. The Purchaser agrees to pay and/or reimburse the Vendor on closing for the registration or assumption of any restrictive covenants, including covenants required by any subdivider of the lands. The Purchaser accepts legal access to the subject property even though it may be restricted by .3 metre reserves owned by the Municipality and not yet dedicated as public highway. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed until sixty (60) days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove or obtain title insurance (with all related costs at the expense of the Purchaser) and which the Purchaser will not waive: this agreement shall, (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations, be void and the deposit money shall be returned, without interest, and the Vendor and the Agent shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions. The Purchaser agrees to attend at the appropriate Registry Office at Twelve o'clock (noon) the Closing Date to complete this transaction unless an alternate time has been specifically agreed upon between the Vendor and Purchaser or their respective solicitors, in default of which attendance by the Purchaser, the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser. Any tender of documents or money may be made either upon the party hereto or his solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule "A" Chartered Bank. The balance due on closing shall be paid by certified cheque on the Closing Date drawn on an Ontario lawyer's trust account in favour of those parties as may be directed by the Vendor and/or its solicitors. The Purchaser shall only receive a credit for amounts actually received by the Vendor or the Vendor's solicitors pursuant to this Agreement. Any wire transfer fees or other bank or other charges deducted or paid out of Purchaser deposits or other monies paid by or on behalf of the Purchaser hereunder shall likewise be deducted from the corresponding amount to be credited to the Purchaser. The Purchaser agrees to pay the costs of registration of their Transfer plus any other documents being registered by or on their behalf, and any tax in connection therewith, including, without limiting the generality of the foregoing, any land transfer taxes or non-resident speculation tax. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment. The Purchaser agrees to accept any changes required to the Lot number of the subject property as a result of the registered Plan of Subdivision, Reference Plan or otherwise as determined by the Vendor.

5. Realty taxes (including local improvement rates) and unmetered public or private utility charges and unmetered cost of fuel, as applicable, to be apportioned and allowed to the Closing Date, the day of Closing itself to be apportioned to the Purchaser. In the event realty taxes have not been individually broken down in respect of this property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this property and, agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the dwelling unit constructed on the property issued subsequent to the Closing Date, shall be the sole responsibility of the Purchaser. Municipal realty tax reimbursement or payment for any period prior to the Closing Date shall belong absolutely to the Vendor and the Purchaser hereby irrevocably authorizes and directs the Municipality to forward payment of same to the Vendor and agrees to execute any further documentation, both before and after closing to confirm same, without cost to the Vendor or any other party. In the event that the Vendor is required to pay or provide cash security or a letter of credit with respect to realty taxes for a period subsequent to Closing, the Purchaser shall pay to the Vendor as an adjustment on Closing, the amount of such security or letter of credit relating to realty taxes payable after Closing. In addition, the Purchaser shall be solely responsible and shall reimburse the Vendor, if previously paid by the Vendor, for any account set up fee or ownership change administration fee or similar fee, with respect to the set up of an individual tax account for the property or for an individual account with respect to any utility or service supplier.
6. The Purchaser acknowledges that he has purchased the dwelling on the basis of plans, which he has viewed, and not from a model. The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that same or all of the features contained therein may not be included in the dwelling unless the same is specifically provided for in any schedule forming part of this agreement. Any item identified as optional or an upgrade in the sales or marketing material and information is not included in the dwelling unit but may be purchased at additional cost under a separate schedule to this Agreement. Any balconies, decks or terraces shown on the plans, are for display purposes only and the location and size are subject to change without notice and without abatement in the Purchase Price. All illustrations are artist concepts only.
7. The Purchaser acknowledges receipt of notice from the Vendor, that the Vendor and/or the Subdivider and/or related or associated corporations to the Vendor and/or Subdivider, may apply for zoning, rezoning, official plan amendment, minor variance, development, other changes or alterations to the permitted uses or any similar applications, with respect to this property, if required to permit this transaction, and/or lots/blocks/units/lands not purchased pursuant to this Agreement, within the Plan of Subdivision or with regard to lands adjacent to, near or within the vicinity of the Plan of Subdivision (all such applications being collectively or individually referred to as the "Applications"). The Purchaser agrees and undertakes, on behalf of themselves and their successors and assigns, not to object or oppose any of the Applications and shall consent to same and shall execute any document confirming same, forthwith upon demand by the Vendor and without payment therefore, as may be required by the Vendor. The Purchaser acknowledges and confirms that this paragraph may be pleaded as a bar to any objection to any of the Applications. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the property and to assign the benefit of such covenant to the Vendor.
8. This offer to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The Purchaser acknowledges and agrees that a five hundred dollar (\$500.00) administrative fee plus taxes shall be charged to the Purchaser for any cheque paid with respect to any deposit payable pursuant to this Agreement or any extras ordered, which is wired or direct deposited to the Vendor's solicitors, or which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "Administrative Cheque"), and such administrative fee shall be paid forthwith upon demand by the Vendor or its solicitors for each Administrative Cheque. The Purchaser shall pay any legal fees and disbursements charged by the Vendor's solicitors, as well as any administrative fees charged by the Vendor, plus applicable taxes, in connection with the Purchaser's failure or delay in complying with the terms of this Agreement (including the failure to attend any appointments for PDI or colour selection), or in connection with any changes to adjustments or documentation necessitated by the Purchaser or their solicitors providing incorrect information or amending information previously provided, which fees will be paid on the earlier of seven (7) days of written demand by the Vendor or its solicitors, or the Closing Date. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the property, or supported hereby, except as set forth herein in writing. All buildings and equipment shall be and remain at the Vendor's risk until closing. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several. In the event that more than one party comprises the Purchaser herein, the execution of a Colour Chart or any amendment to this Agreement by only one (1) party which comprises the Purchaser herein, shall bind all other parties comprising the Purchaser and each such party hereby grants a Power of Attorney to the other or others for any such purpose. In the event that the date for payment of any deposit required to be paid pursuant to this Agreement falls on a Saturday, Sunday or statutory holiday then such date shall be automatically deemed to be amended to the next Business Day (as defined in the Addendum).
9. (a) The Purchaser shall be deemed to be in default of this Agreement in each and every of the following events, namely:
 - (i) upon the non-payment of all or any portion of any amount payable pursuant to this Agreement or any amount payable for extras or upgrades, on the date or within the time specified;
 - (ii) upon the breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser;
 - (iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the property prior to successful completion of this transaction on the Closing Date; or
 - (iv) upon the Purchaser (and if the Purchaser is more than one (1) person then any one of the Purchaser) makes any assignment for the benefit of creditors or is adjudged bankrupt or insolvent by any court of competent jurisdiction under any legislation then in force, or takes the benefit of any Act that may be in force for bankrupt or insolvent debtors, or shall go into liquidation, either voluntary or under an Order of a court of competent jurisdiction, or otherwise acknowledges its insolvency.
- (b) If any default by the Purchaser occurs under this Agreement, the Vendor shall have the right, in addition to any other rights or remedies which the Vendor may have, to terminate this Agreement and forfeit all monies paid (including all deposits paid) together with any interest earned thereon and monies paid or payable for extras or upgrades ordered by the Purchaser, whether or not installed in the dwelling. The deposit and further deposit(s) are expressly deemed to be

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

- (c) If the transaction is not completed for any reason whatsoever and notwithstanding refund or forfeiture of deposits, the Purchaser shall, subject to the requirements of Tarion, execute and deliver such documents affecting title to the property or a release with respect to this Agreement or any agreement or document in a form designated by the Vendor, and in the event the Purchaser fails or neglects to execute such documents, the Purchaser hereby appoints and authorizes the Vendor, the Purchaser's true and lawful attorney to so execute the said documentation.
 - (d) It is understood and agreed that the rights contained in this section 9 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity, or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement.
 - (e) The Purchaser covenants and agrees prior to Closing, not to register or attempt to register this Agreement or any other document on title to the property, by way of caution, deposit, assignment, or in any way whatsoever, or register a certificate of pending litigation. In the event of any such registration or attempt by the Purchaser or any one acting for or through them, the Purchaser shall be in default pursuant to the provisions of this Agreement and in addition to all other rights and remedies available to the Vendor pursuant to this Agreement, the Purchaser appoints the Vendor their true and lawful attorney for the purposes of removing the instrument from title, including the giving of any discharge, the lifting of any caution or the assignment of any rights pursuant to this Agreement. The Purchaser shall bear all costs incurred by the Vendor in the exercise of its function pursuant to this power of attorney.
 - (f) In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the dwelling unit, or fails to deliver any document or acknowledgement, or takes or omits to take any action which causes delay in the Vendor's construction operations or in the Closing Date, resulting in the Vendor being required, in accordance with the Addendum to set a Delayed Closing Date, the Vendor shall have the right, to require that all adjustments shall be as of the date set for closing prior to the required extension and to add as an adjustment on Closing the sum of \$150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum, pro-rated for the period of time that the Closing was delayed by reason of any or all of the foregoing.
10. In accordance with the Addendum, this Agreement is conditional and shall be effective to create an interest in the property only if the subdivision control provisions (Section 50) of the Planning Act are complied with by the Vendor on or before Closing. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, as such laws from time to time shall be in effect.
 11. The Purchaser acknowledges and agrees that in the event the dwelling unit being purchased herein is a semi-detached dwelling unit, the subject lot will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot.
 12. If electronic registration of documentation at the applicable land registry office (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is in effect on the Closing Date, the following provisions shall prevail:
 - (a) The Purchaser shall retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario to represent the Purchaser for the Closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The closing time and Release Deadline for the purposes of the Escrow Agreement shall be 3:00 p.m. on the Closing Date.
 - (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event of electronic registration of documents, the Purchaser shall reimburse the Vendor on Closing for the additional legal costs incurred with respect to electronic registration.
 - (c) If the Closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitors or at the appropriate land registry office, as directed by the Vendor's solicitors and at such time as directed by the Vendor's solicitors in order to complete this transaction.
 - (d) Paragraph 4 of this Schedule "X" is amended to provide that tender shall have been validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors on or before the Closing Date, and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser. In addition, the Vendor shall have a one-time unilateral right, in its sole and absolute discretion, to extend the Closing Date for one (1) Business Day (as defined in the Addendum) to avoid the necessity of tender, where the Purchaser is not ready to close on the Closing Date. In such a case, delayed closing compensation will not be payable for such period as set out in the Addendum.
 - (e) The parties agree that the delivery of documents (other than documents to be registered) on the Closing Date may occur by facsimile transmission or similar system reproducing them, provided that all documents have been properly executed by the appropriate parties, save and except for such documents as may be specified by the Vendor's solicitors as requiring original copies to be delivered on the Closing Date. The person transmitting the documents shall also provide

original documents to the recipient within two (2) business days of the later of (i) facsimile transmission of the documents, or (ii) a request for the original documents by the recipient.

- (f) At the option of the Vendor, the Purchaser agrees that the delivery of any documents not intended for registration on title to the property may be delivered to the Purchaser by electronic transmission of electronically signed documents through the internet using such software or electronic services as the Vendor's solicitors determine in their sole discretion, provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The Purchaser shall not require the delivery of originals of any such documents. The Purchaser shall reimburse the Vendor on Closing for the costs incurred related to the electronic posting of documents.
 - (g) Notwithstanding subparagraph 12(d) hereof, in the event the Purchaser or their solicitor advise the Vendor or its solicitors, on or before the Closing Date, that the Purchaser is unable or unwilling to complete the purchase, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or their solicitor and may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.
 - (h) If the Purchaser's solicitor is unwilling or unable to complete the transaction via TERS, in accordance with the provisions contemplated under the Escrow Agreement, then said lawyer (or the authorized agent thereof) shall be obligated to personally attend at the office of the Vendor's solicitors, at such time on the Closing Date as may be directed by the Vendor's solicitors or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitors' office and shall pay a fee as determined by the Vendor's solicitors, acting reasonably, for the use of the Vendor's computer facilities.
 - (i) Notwithstanding that all Closing funds payable by the Purchaser (in accordance with the statement of adjustments) in connection with the closing of this transaction must be provided by way of a certified cheque drawn on an Ontario lawyer's trust account made payable as directed by the Vendor and be drawn upon (or issued by) a Canadian chartered bank or trust company, it is understood and agreed that at the Vendor's sole option and discretion, exercisable on written notice to the Purchaser's solicitor by the Vendor's solicitor at any time prior to the scheduled Closing Date, the Purchaser and the Purchaser's solicitor shall be required to participate in (and shall correspondingly be obliged to comply with the procedures for transmitting all certified funds for closing this transaction in accordance with) the closing funds management service provided by Teranet Enterprises Inc. (hereinafter referred to as "Teranet"), provided however that in such case:
 - (i) the Vendor's solicitor shall receive written confirmation from Teranet (by fax or e-mail) of its receipt of all required Closing funds from the Purchaser or the Purchaser's solicitor, prior to the Vendor's solicitor being obliged to release the transfer for electronic registration (and the Purchaser and the Purchaser's solicitor shall execute all requisite directions and/or authorizations to Teranet in order to implement and facilitate the foregoing); and
 - (ii) all fees charged by Teranet (together with all applicable bank charges for the wired transfer(s) of funds) that are otherwise payable or incurred by either or both of the Vendor and the Purchaser in connection with Teranet's closing funds management service, shall be fully borne and paid for solely by the Purchaser.
13. (a) The Purchaser acknowledges that the Vendor and/or the financial institution(s) providing funding to the Vendor for construction of the project and the dwelling (the "Vendor's Mortgagee") requires certain financial information with respect to the Purchaser in order to approve this transaction. The Purchaser hereby covenants and agrees to provide all information, consents and documentation required by the Vendor, in the form required by the Vendor and/or the Vendor's Mortgagee, to confirm employment, income, ability to pay the amount payable on the Closing Date, bank verifications, up to date and unconditional mortgage commitment from a bank, trust company or other financial institution satisfactory to the Vendor, tax information and credit checks. If the Purchaser is married, then his or her spouse shall also be required to provide the financial information referred to above. The Purchaser agrees to provide all such documentation and information concerning the Purchaser and, if applicable, the Purchaser's spouse to the Vendor or the Vendor's Mortgagee within thirty (30) days of execution of this Agreement of Purchase and Sale and thereafter to provide such additional documentation and information within ten (10) days of written request from either the Vendor or the Vendor's Mortgagee. The Purchaser, and if applicable, the Purchaser's spouse, hereby authorize the Vendor and/or the Vendor's Mortgagee and their respective agents to obtain such credit information for the purposes stated above, as they may require, and retain same in their files and records for such period of time as they determine in their sole discretion, and acknowledge that a consumer report containing credit and personal information may be referred to in this transaction.
- (b) In the event that the Purchaser fails to provide all of the foregoing within the time or times so limited, the Purchaser shall be in default under this Agreement of Purchase and Sale.
14. (a) The Purchaser acknowledges that the new home industry is complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser upon which the Purchaser relies and which were essential to the Purchaser's decision to purchase this property, except as are set forth herein in writing.
- (b) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (c) In the event that this Agreement is terminated through no fault or default of the Purchaser, all deposits shall be returned to the Purchaser (without interest, unless this Agreement relates to a Common Element Condominium, in which case with interest, if any calculated at the rate prescribed by the *Condominium Act*). If this Agreement relates to a Common Element Condominium, the Purchaser acknowledges that the Vendor shall not be required to return any amount paid by the Purchaser to the Vendor as Occupancy Fees. The Purchaser further acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser acknowledges and agrees that this provision may be pleaded by the Vendor as a complete defence to any claim which may be made by the Purchaser against the Vendor.

- (d) The Purchaser acknowledges that the real estate market is volatile and home prices fluctuate both upwards and downwards. The Purchaser acknowledges and accepts that the Vendor and its associated or affiliated entities have the right, both before or after the closing of this purchase transaction, to adjust home prices of other homes in the project containing the property purchased herein as well as any adjoining, neighbouring or other projects either upwards or downwards in their sole, absolute and unfettered discretion, including, without limitation, for the same or similar model or house type, or similar lot size, area or configuration, as purchased herein. The Purchaser further acknowledges and accepts that any such downward adjustment/reduction of price of other homes may affect the appraisal value of the subject property, the Purchaser's ability to obtain a mortgage in an amount originally contemplated by the Purchaser and/or affect the future marketability or resale value of the subject property. The Purchaser acknowledges and accepts the Vendor's and its associated or affiliated entities' foregoing right of downward adjustment/reduction of price and hereby releases the Vendor and its associated or affiliated entities from any claims, costs, demands or liability whatsoever with respect to any such downward adjustment/reduction of price and which release shall survive the closing of this transaction and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser. The Purchaser further acknowledges and accepts that any such downward adjustment/reduction of price occurring prior to the closing date, shall not affect or reduce the Purchaser's obligation to complete the closing of this transaction at the Purchase Price and on the terms set out in this Agreement.
15. If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the Power of Attorney appointing such person must be registered in the Land Titles Office where the property is registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that the said Power of Attorney has not been revoked and is still in full force and effect) shall be delivered to the Vendor along with such documents.
16. Any notice required to be given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, email, facsimile machine or by ordinary prepaid post to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein (or as the Vendor may be subsequently advised in writing) or to the address of the real property after the Closing Date, and to the Vendor at the Vendor's solicitors' address indicated on the front page of this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, email or facsimile machine and upon the third day following posting. Any notice required pursuant to the provisions of the Addendum shall be given as set out in the Addendum. The parties may rely upon executed copies of this Agreement and its acceptance or amendments thereto which are delivered by electronic facsimile transmission or electronic email to the same extent as if such transmission of the Agreement or amendments sent by electronic facsimile transmission or electronic email were originals. In the event that more than one party comprises the Purchaser herein, any notice or communication given to any one of such party shall be deemed for all purposes to be notice/communication given to all other parties comprising the Purchaser.
17. The Purchaser covenants and agrees to provide to the Vendor, and their agents and representatives forthwith upon request by the Vendor, all identity and other information required by the Vendor in order to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, S.C. 2000 as amended, as well as the Financial Transactions and Reports Analysis Centre of Canada. In addition, for the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Dwelling, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (d), (h), (i), (j) and (m) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (i) and (j) below, as well as the Purchaser's financial information and desired Dwelling design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:
- (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, or other companies that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) related to the development of this Project, or that are developing one or more other residential projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
 - (b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new projects and/or related services to the Purchaser and/or members of the Purchaser's family;
 - (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family;
 - (d) any private lender(s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor for the development of the lands or the construction of the dwellings thereon;
 - (e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
 - (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;
 - (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Dwelling, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
 - (h) any relevant governmental authorities or agencies, including without limitation, Tarion, 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 GST/HST);

- (i) Canada Customs & Revenue Agency, to whose attention the appropriate interest income tax information return and/or the non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(l)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;
- (j) the Vendor's solicitors, to facilitate the closing of this transaction (including escrow closing, if required), including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits;
- (l) any person, where the Purchaser further consents to such disclosure or disclosures required by-law;
- (m) any real estate brokers and/or their representatives as permitted by the Vendor or their sales representatives for the purpose of assisting the Purchaser, if required, with the marketing and sale of their existing property.

The Purchaser acknowledges that the Vendor and their agents and representatives may retain in their files and records any such identity and other information provided by the Purchaser for such period of time as they may determine in their sole discretion.

18. The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to all security given in support of any loans arranged by the Vendor, and to any easement, service agreement and other similar agreements made by the Vendor concerning the lands. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents, both before and after Closing, as may be reasonably required by the Vendor, without cost or expense to the Vendor, from time to time to give effect to this undertaking.
19. In the event the Vendor's solicitors are holding any of the deposits in trust pursuant to this Agreement (the "Trust Deposits"), then the following shall apply:
 - (a) The Purchaser acknowledges and agrees that any or all of the Trust Deposits may be placed by the Vendor's solicitors in an interest bearing trust account or term deposit with all interest earned to belong absolutely to the Vendor and such interest shall not be the subject of any adjustment between the parties;
 - (b) Prior to closing, the Vendor's solicitors are hereby irrevocably authorized and directed by the Purchaser to pay to the Vendor any or all of the Trust Deposits, as directed by the Vendor, provided that the Vendor first obtains a deposit insurance policy (the "Insurance Policy") covering such portion of the Trust Deposits as are being paid to the Vendor prior to the Closing Date, issued by Aviva Insurance Company of Canada (or any insurer or bonding company providing security for deposit monies) which Insurance Policy will be provided to the Vendor's solicitors, to stand as security in place of such Trust Deposits, and accordingly will provide security for the return of such portion of the Trust Deposits as is paid to the Vendor prior to closing, in the event that the Purchaser is entitled to a return of such deposits pursuant to the provisions of this Agreement. The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as their lawful attorney, pursuant to the provisions of the *Powers of Attorney Act, R.S.O. 1990*, as amended from time to time, in the Purchaser's name, place and stead, in order to execute all documents as may be required by any such insurer, to obtain the Insurance Policy and payment of such portion of the Trust Deposits to the Vendor, as required by the Vendor. In accordance with the provisions of the *Powers of Attorney Act, R.S.O. 1990*, as amended, the Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser. The Vendor confirms that all third party costs incurred for obtaining the Insurance Policy shall be at the sole cost and expense of the Vendor;
 - (c) In the event the Purchaser defaults pursuant to the provisions of this Agreement and this Agreement is terminated as a result thereof in accordance with the provisions of paragraph 9 of Schedule "X" of this Agreement, the provisions of paragraph 9(b) of Schedule "X" shall prevail;
 - (d) The Vendor's solicitors are authorized to pay to the Vendor, at any time and from time to time, any interest earned on the Trust Deposits which shall not form the basis of any trust obligation on the part of the Vendor's solicitors;
 - (e) The Purchaser acknowledges that in the event the Vendor does not receive payment of the entire Trust Deposits prior to closing, the Vendor's solicitors are irrevocably authorized and directed to pay the Trust Deposits to the Vendor upon successful completion of the above transaction.
20. (a) The parties acknowledges and agree that the Purchase Price stipulated in the within Agreement is inclusive of any applicable Goods and Services Tax and the Harmonized Sales Tax ("GST/HST") levied pursuant to Part IX of the Excise Tax Act (Canada) (the "GST/HST Legislation") and that the actual consideration for the property, exclusive of any extras, requested changes or adjustments as herein provided, is the amount derived by subtracting the GST/HST payable with respect to the within transaction of purchase and sale (less all refunds, credits and rebates available to the Purchaser pursuant to the GST/HST Legislation and any regulations made thereunder) from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration in Box 4 of the Transfer/Deed of Land of the property that the Vendor delivers to the Purchaser on the Closing Date.
- (b) In consideration of the Purchase Price being inclusive of any applicable GST/HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor (or any other party as may be directed by the Vendor) any and all rights he may have on Closing or thereafter to any refunds, credits, rebates (the "Rebates") available with respect to the within transaction of purchase and sale pursuant to the GST/HST Legislation and any regulations made thereunder.
- (c) Subject to subparagraph (e) below, the Purchaser covenants, warrants and represents that the Purchaser is an individual whom is acquiring the property for use as their primary place of residence (or the primary place of residence of a "relation" as defined in the GST/HST Legislation) and that the Purchaser shall forthwith following the Closing Date personally occupy the property or cause one or more of their relations (as defined in the GST/HST Legislation) to occupy the property as his or their primary place of residence (as defined in the GST/HST Legislation) for such period of time as shall then be required in order to entitle the Purchaser to the Rebates. Ownership and title to the property shall be transferred to the Purchaser and not to any third party.
- (d) Subject to subparagraph (e) below, the Purchaser covenants and agrees to deliver to the Vendor, on the Closing Date any and all assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor (or any other party as may be directed by the Vendor) to apply for and receive the

Rebates. The Vendor shall have the right to credit the Rebates to the Purchaser and/or Vendor, as applicable pursuant to the provisions hereof on the Closing Date, as determined by the Vendor in its sole discretion. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990, with full power and authority in the Purchaser's name, place and stead, to execute, swear to and record any and all documents that may be required in order to have the Rebates paid and/or credited to the Vendor, or as the Vendor may direct, as well as making any minor changes, amendments, deletions or insertions to any documents previously executed by the Purchaser in connection with the Rebates. The Power of Attorney hereby granted is granted in accordance with the Powers of Attorney Act of Ontario and is irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.

- (e) In the event that the Purchaser shall, for any reason, fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for the said Rebates, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with the amount of the Rebates.
 - (f) The Purchaser acknowledges that where a credit or credits against the Purchase Price are to be given to the Purchaser on Closing, any or all of such credit or credits, as determined by the Vendor in its sole discretion, shall be reflected as a reduction in the Purchase Price for the purposes of calculation of GST/HST, so as to minimize the amount of GST/HST payable.
 - (g) Notwithstanding that the Purchase Price stipulated in the within Agreement is inclusive of any GST/HST payable, the Purchaser shall, at his own cost and expense, be responsible for payment of GST/HST on all adjustments and amounts payable for extras and any increase in the rate of GST/HST after the date hereof. Notwithstanding any provision of this Agreement or any Schedule or any amendment entered into or to be entered into between the Vendor and Purchaser capping or specifying adjustment amounts, any such amount shall be deemed to be plus applicable taxes, including GST/HST.
 - (h) The parties acknowledge and agree that as part of and included in the Purchase Price stipulated in the within Agreement, the Vendor has paid as agent for and on behalf of the Purchaser, for certain taxes, levies, imposts, building permit fees and certain development charges including education development charges and park surcharges applicable to the property. The parties acknowledge and agree that these amounts may be shown separately in the statement of adjustments.
 - (i) 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 Rebates after Closing and in such event the Purchaser shall pay to the Vendor on the Closing Date, the amount of the Rebates, in addition to the balance due on Closing and the Rebates shall not be assigned by the Purchaser to the Vendor on the Closing Date.
 - (j) The Purchaser acknowledges that the purchase of any extras or upgrades from the Vendor may result in the reduction of the Rebates otherwise payable to the Vendor. In such event, the Purchaser shall pay to the Vendor the amount of such reduction as an adjustment on the Closing Date, as determined by the Vendor.
21. This Offer is irrevocable by Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time, if not accepted, this Offer shall be void and the deposit returned to the Purchaser, without interest. If the Vendor delivers a sign-back or counter-offer prior to acceptance of this Agreement, any such sign-back or counter-offer shall only be open for acceptance for a period of forty-eight (48) hours after delivery, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser, without interest. Sale to be completed on the Closing Date hereinbefore set out, on which date vacant possession of the premises is to be given to the Purchaser.

Purchaser's Initials	
Purchaser's Initials	
Purchaser's Initials	
Vendor's Initials	

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.



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

About Tarion

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

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

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

MENKES RITSON ROAD 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:

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

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

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

the ____ day of _____, 20__.

the ____ day of _____, 20__.

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	MENKES RITSON ROAD INC.		
	Full Name(s)		
	62561	4711 Yonge Street, Suite 1400	
	HCRA Licence Number		
	416-491-2222	Address	
		Toronto	Ontario
	Phone	M2N 7E4	
	416-491-3155	City	Province
	Fax	Postal Code	
		Email*	

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

PROPERTY DESCRIPTION	TBD		
	Municipal Address		
	Oshawa	Ontario	
	City	Province	Postal Code
	Pt Lt 7, Con 5, East Whitby, Parts 1 to 4 incl, Plan 40R28469; Pt N1/2 Lot 8, Con 5, East Whitby,		
	Short Legal Description		
	Parts 5 to 10 incl; and Pt N1/2 Lot 8, Con 5, East Whitby, Part 1, Plan 40R30594; City of Oshawa		
	Number of Homes in the Freehold Project 124 (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: Servicing Agreement with Durham Region is in place.

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:

Not Applicable.

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:

Not Applicable.

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.

Freehold Form
(Tentative Closing Date)

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.

Item	Amount	Schedule	Paragraph No.
1. Damage Deposit (subject to adjustment)	\$1,500.00	Schedule "C-A" Schedule "X"	1 2(d)
2. Water Meter, Hydro Meter, and Gas Meter	\$1,500.00 (plus HST)	Schedule "C-A" Schedule "X"	2 2(e)
3. Boulevard Tree Planting and Landscaping	\$1,500.00 (plus HST)	Schedule "C-A" Schedule "X"	3 2(e)
4. Air Conditioning (if Municipally required to be installed and not included in Purchase Price)	Not Applicable	Schedule "C-A" Schedule "X"	4 2(e)
5. Law Society Transaction Levy	\$65.00	Schedule "C-A" Schedule "X"	5 2(f)
6. Foundation Survey	\$450.00 (plus HST)	Schedule "CA" Schedule "X"	6 2(f)
7. Blue Boxes or other garbage recycling program	Not Applicable	Schedule "C-A" Schedule "X"	7 2(f)
8. Rear Deck (if required to be installed)	Not Applicable	Schedule "C-A" Schedule "X"	8 3(e)
9. Walkout Basement (if required to be installed)	\$40,000.00	Schedule "C-A" Schedule "X"	9 3(e)
10. Lookout Basement (if required to be installed)	\$15,000.00	Schedule "C-A" Schedule "X"	10 3(e)
11. Partial reimbursement of development charges, levies, etc.	\$7,500.00	Schedule "C-A" Schedule "X"	11 3(f)
12. Creation of maintenance easement	\$275.00	Schedule "C-A" Schedule "X"	12 4
13. Land Realty Taxes (if not separately assessed subject to readjustment)	\$500.00	Schedule "C-A" Schedule "X"	13 5
14. Electronic Registration Fee	\$475.00	Schedule "C-A" Schedule "X"	14 12(b)/12(f)
15. Canada Post Fee	\$200.00	Schedule "C-A" Schedule "X"	15 2(f)
16. Telecommunication Services	\$500.00	Schedule "C-A" Schedule "X"	16 2(e)
17. Restrictive Covenants	\$250.00	Schedule "C-A" Schedule "X"	17 4

**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.

Item	Amount	Schedule	Paragraph No.
1. GST/HST Rebate and HST on all adjustments and increase in rate of HST	in accordance with applicable legislation	Schedule "X"	20
2. Purchaser's unauthorized work prior to closing	to be determined by the Vendor	Schedule "X"	1(b)
3. Fencing/Retaining Wall (if required to be installed)	to be determined by Municipal requirements	Schedule "X"	2(e)
4. Hot Water Heater, Tank and Programmable Thermostat, if not rental	to be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	2(e)
5. Tarion, HCRA or other agency enrolment, licensing or oversight fees	to be determined in accordance with applicable body or agency fee schedules	Schedule "X"	2(f)
6. Legal Fee for change or variance in title instructions	\$500.00 per occurrence	Schedule "X"	2(g)
7. Administrative Fee for each requested amendment to the final closing documentation to add or subtract a related party	\$500.00 per occurrence	Schedule "X"	2(g)
8. Legal Fee for each requested amendment to the final closing documents to add or subtract a related party	\$500.00 per occurrence	Schedule "X"	2(g)
9. Amendments to the Purchase Price for upgrades and/or extras selected by the Purchaser(s)	to be determined at point of purchase	Schedule "X"	2(i)
10. Breach of Covenant not to sell etc.	\$5,000.00/occurrence plus legal fees	Schedule "X"	2(j)
11. Increased building costs due to architectural control	to be determined in accordance with Vendor's Statutory Declaration (to a maximum of \$20,000.00)	Schedule "X"	3(d)
12. Retail Sales Tax	to be determined and/or estimated by Vendor	Schedule "X"	2(r)
13. Increase in or additional construction costs or expenses	to be determined in accordance with Vendor's Statutory Declaration	Schedule "X"	3(g)
14. Schedules, Amendments or Addendum affecting the Purchase Price and/or adjustments	to be determined by the Schedule, Amendment or Addendum	Schedule "X"	3(i)
15. Release of registered Municipal Restrictions (if applicable)	to be determined by Municipality	Schedule "X"	4
16. Land Realty Taxes (actual or estimated)	to be apportioned and allowed to Closing Date.	Schedule "X"	5
17. Utilities including fuel, water rates and hydro	to be apportioned and allowed to Closing Date	Schedule "X"	5
18. Utility and/or Tax Account Set Up Fee	to be determined in accordance with Utility/Municipal requirements	Schedule "X"	5
19. Wired/Direct Deposited /NSF/ Dishonoured Cheque Fee	\$500.00 per occurrence	Schedule "X"	8
20. Delayed Closing occasioned by Purchaser(s)' Default	\$150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum pro-rated for the period of time that the Closing was delayed	Schedule "X"	9(f)
21. Legal Fees and disbursements and Vendor's administrative fees arising from Purchaser's failure or delay in complying with the terms of the Agreement of Purchase and Sale or amending or the closing documents	by occurrence, at the Vendor's sole discretion	Schedule "X"	8