AGREEMENT OF PURCHASE & SALE

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

1) PARTIES *Herein after known as the "Client" and/or the "Purchaser"*

Client: **Date of Birth:**

Client: **Date of Birth:**

Client: **Date of Birth:**

Vendor: OPUS Homes (Block 41) Inc. **Vendor's Agent:** Timberstone Realty Brokerage

2) PROPERTY INFORMATION *(Herein after known as the "Property")*

Lot No: **Model:** **Elevation:** **Proposed Siting (may change):**

1 **Deck Condition**

Proposed Municipal Address: **City of Vaughan**

Tarion Home ID: **Tarion Registration Code:**

3) PURCHASE PRICE *(Inclusive of Applicable Lot Premiums & Selected Options)*

Purchase Price EXCLUDING HST:	
HST:	
Potential Rebate*: *(Should Client(s) qualify):*	
Purchase Price After Rebate*	$

4) DEPOSIT STRUCTURE

Initial Deposit PAD:**	Date:
Deposit by PAD:**	Date:
Deposit by PAD:**	Date:
Deposit by PAD:**	Date:
Deposit by PAD:**	Date:
Deposit by PAD:**	Date:

**PAD, as hereinafter defined in Paragraph 36 & 37 of Schedule X

*If GST/HST rebates are applicable and accepted by the Vendor as Assigned HST Rebates as that term is defined herein at Schedule X, Paragraph 27. Rebate amount to be confirmed by the Vendor in accordance with applicable government *programs* and eligibility

5) SCHEDULES

The following Schedules attached hereto form part of this Agreement:

E, S, A, G/H, P, I/L, N-C, X, W, GST/HST, D, Tarion, N, Y, Z, F

6) IMPORTANT DATES

Date of Offer: _____

Irrevocable Date: _____

Closing Date: _____

CLOSING DATE SUBJECT TO THE EXTENSION PROVISIONS OF TARION DELAYED CLOSING WARRANTY ADDENDUM AND/OR BY MUTUAL AGREEMENT, WHETHER BEFORE OR AFTER ANY SUCH EXTENSION.

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

7) SIGNATURES

Signed, Sealed and Delivered in the presence of:

_____
Client

_____
Client

_____
Client

Client(s) Address: _____

_____

_____

_____
Phone **Email**

_____
Phone **Email**

_____
Phone **Email**

The undersigned hereby accepts the Offer and its terms and covenants, promises, and agrees to and with the above-named Client(s) duly to carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposits. The Client(s) acknowledges and agrees that they must pay the Final Purchase Price plus applicable adjustments on Closing and that it is the Client(s) responsibility to ensure that they qualify for financing.

Client's solicitor information to be provided within 30 days of execution.

Vendor's Solicitor:
Michael F. Ronco Barrister & Solicitor
331 Cityview Blvd, Suite 201
Vaughan Ontario, L4H 3M3
Tel: (905) 832-2055 Fax: (905) 832-2588
Email: michael@roncolaw.com

Accepted on: _____

Per: _____
Authorized Signing Officer
OPUS Homes (Block 41) Inc.

SCHEDULE "E"

Vendor: OPUS Homes (Block 41) Inc. **Lot #:** 1

Client Name(s): _____

PROMOTIONS INCLUDED IN THE PURHCASE PRICE:	VALUE
Lot Premiums	

The Purchaser acknowledges and agrees that they shall have thirty (30) days from the date of acceptance of the Agreement of Purchase and Sale to finalize their time of sale options as noted on the Price List. If these options are not selected prior to the expiry of thirty (30) days from the date of acceptance herein, then the Purchaser understands and agrees that the said options will no longer be available to the Purchaser.

The Client(s) & Vendor agree that:

a) The changes/additions will be installed in accordance with the written instructions supplied above. If written instructions are not clear, then the Client(s) agrees to accept the change(s) as interpreted and installed by the Vendor.

b) The items above are a limited time offer and are inclusive of HST.

c) All changes and selections to be made are those from the Vendor's décor samples.

d) The Vendor will refuse to accept any change(s) if the stage of construction affected by the change(s) has been scheduled by the Vendor or his agents.

e) The Vendor will transfer to the Client any guarantees or warranties received from the manufacturer or suppliers of the said changes. The Vendor may at its discretion substitute any and all materials for those of equal or better quality where it deems necessary or applicable.

e) The Client agrees that the changes requested are properly and accurately described above, and that no other instructions verbal or otherwise are valid except those written above.

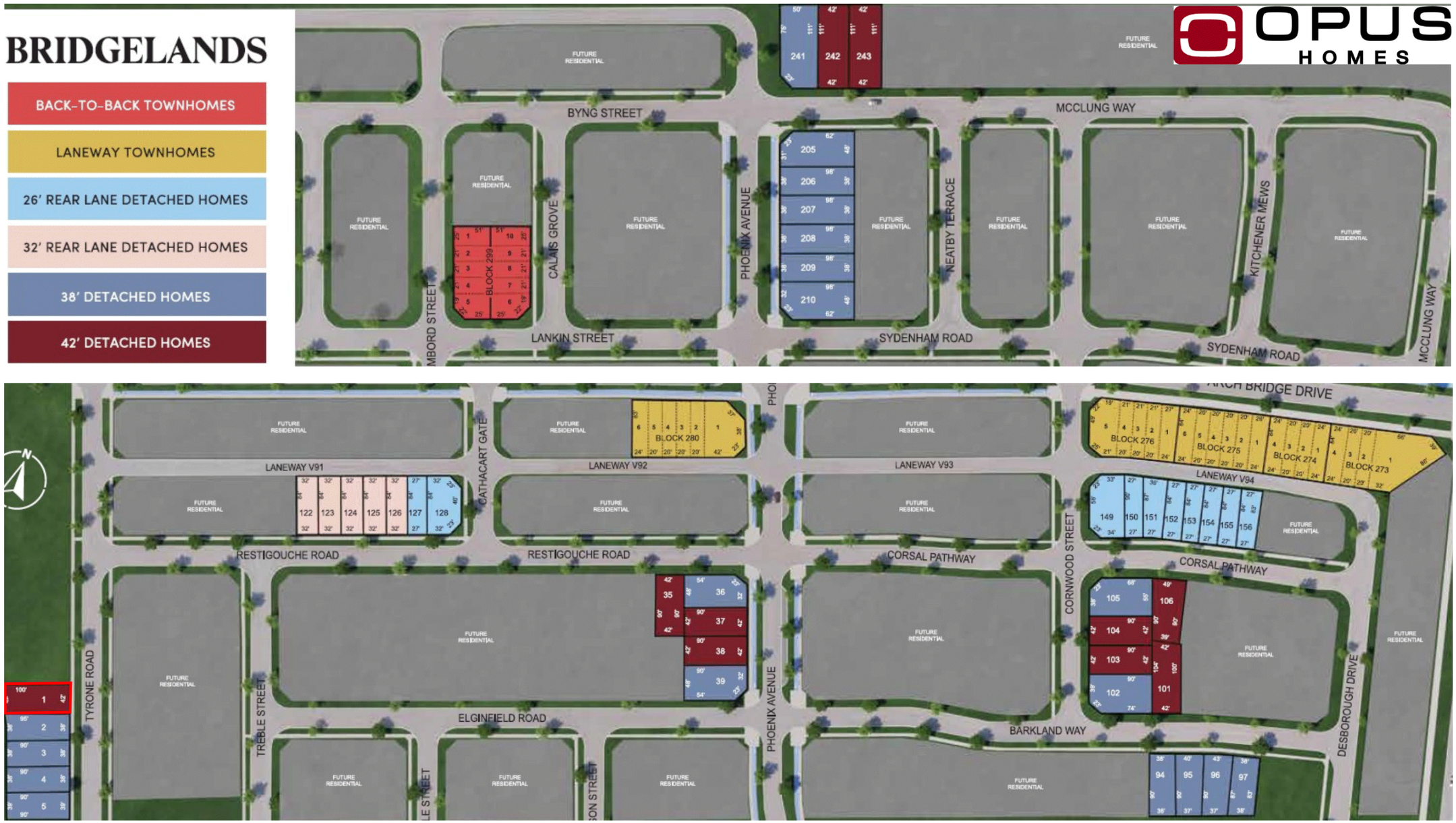
f) If there is any discrepancy between this schedule/change order and other schedules included in the Purchase and Sale Agreement, then it is agreed to by all parties that this schedule takes precedence.

g) NO SUBSTITUTIONS OR CASH VALUE

Client: _____ Client: _____ Client: _____

Vendor Signature: _____
OPUS Homes (Block 41) Inc.
Authorized Signing Officer

Schedule “S” – Site Plan



The Client acknowledges that all street landscaping and fixtures represented herein is "Artist's Concept" and subject to change without notice. All amenities represented herein are proposed and are subject to change. This schedule is for the purpose of lot location within the community only.

Client Initial:_____ Client Initial: _____ Client Initial:_____

SCHEDULE "A"
ENERGY STAR® CERTIFIED TOWNHOMES & DETACHED HOMES

Living Refined® Signature Architectural Features

1. All OPUS Homes are **Energy Star® Certified**
2. Front facades are a combination of stone, stucco, brick, vinyl board and batten, and other unique materials, with precast, brick or stone accents as per plan/elevation. Colour, style, materials and elevations are pre-selected and architecturally controlled, to achieve variety within the streetscape.
3. Poured concrete basement floors and foundation walls with damp proofing, weeping tiles and drainage membrane to walls.
4. 2"X 6" exterior framed walls.
5. Advanced floor joist system utilizing "Engineered Floor Joist Technology".
6. **Prominent 8' tall, insulated fiberglass front entry door with multi-point locking system on Elevation A & B as per plan. Prominent 8' tall front entry door with multi-point locking system and frosted glass and sidelights on Elevation C as per plan.**
7. Fully drywalled garage walls (taped and primed) excluding concrete block walls.
8. Steel insulated roll-up garage door, complete with complimenting clear glass inserts on Elevation A & B. Elevation C to have frosted glass inserts.
9. Insulated two panel garage to house access door installed with dead bolt and safety closer, if grading permits.
10. Pre-finished aluminum or vinyl soffits, fascia, eavestrough, downpipes and siding, made of durable and maintenance free material, all colour coordinated.
11. Colour coordinated **triple glaze thermo pane (with low 'E' argon gas filled) vinyl casement or awning style windows throughout** (excluding basement windows) for added insulation and reduced noise transfer, featuring mullions as per plan to front elevations, including screens. All door systems include weather stripping.
12. Vinyl horizontal basement windows, 30" x 16" (minimum size).
13. **R5 Rigid Insulation Sheathing** applied to all exterior walls for additional insulation.
14. Colour coordinated self-sealing Limited Lifetime asphalt shingles.
15. Maintenance free exterior aluminum railings for both porch (where required by building code) and decorative applications.
16. Refined municipal address plaques.
17. Two coat asphalt paved driveway - base and topcoat. The base coat is included at no extra cost. The topcoat paving (installed one year after base) will be charged on closing.
18. Professionally graded and sodded lot with precast patio slabs and steps at front walkway and rear exterior doors.
19. All Look-Out Basement or Deck Condition lots will receive a standard deck with steps to grade. All Walk-Out Basement conditions will receive a Juliet guard on main floor access doors to rear yard. Standard grade lots will receive precast step(s) to access rear yard.
20. Professional home cleaning prior to occupancy, including windows and duct cleaning.
21. An onsite Waste Management Program includes drywall recycling, the reuse of temporary stairs and railings and the use of recycled materials where possible.

Kitchen Design Details

1. Quality designed furniture finished taller kitchen cabinetry in a wide selection of styles and colours from Builder's standard selections.
2. **Choice of ¾" thick Granite or Quartz countertop in Kitchen** to be selected from Builder's standard selections.
3. **Undermount stainless steel kitchen sink with single lever pull-out faucet.**
4. **Stainless Steel hood fan** over stove, vented (6") to the exterior.
5. Rough-in for future dishwasher with electrical run from panel to dishwasher space.

Bathroom & Finished Laundry Features

1. A wide assortment of cabinetry designs and colours from Builder's standard selection.
2. All bathroom vanities to have a top drawer where sizing permits.
3. Clean-cut laminate countertops throughout all bathrooms and finished laundry areas.
4. **Choice of ¾" thick Granite or Quartz countertop in Primary Ensuite** to be selected from Builder's standard selections complete with undermount sink.
5. Mirrors over vanities in all bathrooms.
6. All bathroom tub and shower enclosures to receive mould resistant bathroom drywall board.
7. **Framed glass shower enclosures**, as noted on plan.
8. **Principal Ensuite to receive a standalone soaker tub**, with a deck mounted faucet where plan permits.
9. Low flow toilet systems and Moen WaterSense® certified faucets and shower heads featured throughout all baths to enhance water conservation.
10. Single lever faucets in all bathrooms.
11. All shower areas to receive the comfort of pressure balance control valves.
12. White sinks and elongated toilets in all bathrooms with white pedestal sink in powder room, complete with shut off valves.
13. Due to the variety in options available, bath accessories (towel bars, and toilet paper holders), are not provided.
14. Laundry rooms, in finished areas are equipped with **stainless steel laundry sink** included in base cabinets, space permitting, as per plan.

SCHEDULE "A"
ENERGY STAR® CERTIFIED TOWNHOMES & DETACHED HOMES

Hardwood, Tiles & Broadloom

1. A wide assortment of 12"x12" and 13"x13" ceramic tile flooring in all noted tile locations as per plan from Builder's standard selections.
2. Glass shower stalls to receive 2"x2" mosaic tiles on floor and 8"x10" ceramic tiles on walls, excluding ceiling unless shower is completely enclosed. 8"x10" ceramic wall tiles installed in combination tub/shower enclosures, excluding ceiling.
3. **All homes to receive approximately 3" wide prefinished engineered hardwood** in a variety of colours, from Builder's standard samples, throughout main floor, applicable lower floors and upper hallways, excluding tiled areas.
4. **40 oz. broadloom with underpad** in all Bedrooms, choice of one colour. Carpets are *Green Label Plus™* certified and are produced using recycled materials within an optimized manufacturing facility.

Interior Design Features

1. All Detached Homes feature grand **9' ceilings on the main and upper floors.** All Rear-Lane and Back-to-Back Towns feature grand **9' ceilings on the lower, main floors and upper floors**.
2. **Smooth Ceilings throughout main floors and applicable lower floors.**
3. **Detached homes to receive raised smooth ceilings in all Principal Bedrooms**.
4. Spray textured stippled ceilings with 4" smooth border throughout remainder of home (where smooth ceilings do not apply).
5. Detached homes to receive **a choice of either a Transitional style Electric Fireplace with elegant stonecast mantel or a Contemporary style 50" linear Electric Fireplace inset into a drywalled bumpout**, as per plan.
6. Approximately 4 ¼" contemporary baseboard with 2 ½"contemporary casing throughout all homes.
7. MDF Trim made from renewable resources.
8. **All interior doors in finished areas to be a 2-panel, square top smooth door profile with satin nickel interior lever hardware and hinges**.
9. All interior trim and doors are painted white with one additional paint colour on walls from Builder's standard selection.
10. Low level VOC paints throughout home to improve air quality.
11. All homes to receive a **Stained Oak Staircase in finished areas**, complete with oak strip hardwood on applicable landings.
12. Railings in finished areas to be completed with a $2^{5/8}$" rectangular handrail and $1^{5/16}$" square wood pickets, complete with 3 ½" x 3 ½" square post, as per plan. All upper hallways to receive oak nosing complete with oak stringers where required.
13. Wire shelving installed in all closets.

Mechanical/Plumbing Systems

1. **HEALTHY HOME PACKAGE Includes:** Energy Star® rated **Fresh Home Air Exchanger** (Energy Recovery Ventilator) which provides fresh air within the home and minimizes poor air contaminants, an **Air Conditioning Unit**, and a **Flow-Through Humidifier** to improve indoor humidity levels all year long.
2. Detached homes and Rear Lane Townhomes to receive a **Programmable Thermostat** with smart phone compatibility controlling a Forced Air High-Efficiency Gas Furnace (location may vary from plan and may be moved to optimize performance at Builder's discretion). Back-to-Back Townhomes receive **Programmable Thermostat** to operate a two zoned Heating System with a High-Efficiency Air Handler in combination with a boiler unit. A high velocity duct work system to deliver climate-controlled air throughout the home.
3. Energy Star® rated exhaust fans installed in all finished bathrooms & finished laundry room, vented to the exterior.
4. Energy Star® rated high efficiency gas **hot water tank** on a rental basis for Detached homes and Rear Lane Townhomes. Back-to-Back Townhomes to receive energy efficient domestic hot water system with a **Boiler and Storage Hot Water Tank** (if applicable) on a rental basis.
5. To conserve energy and in accordance with the Ontario Building Code, the home will be insulated including the sealing of basement ducts to reduce heat loss, full height basement insulation, expanding foam insulation applied around all windows and doors for draft prevention and in all garage ceilings with living areas above.
6. Flexible water pipe solution using PEX (polyethylene) to reduce noise & corrosion and eliminate solder contaminants within plumbing system.
7. Two exterior hose bibs are provided, one at the rear (or side) and one in garage. Rear Lane Townhomes to have one located in garage and one by front porch area. Back-to-Back Townhomes to have one located in garage only.

Electrical Components

1. **Upgraded light fixtures with Energy Star® light bulbs throughout** to conserve energy. Bathrooms to receive a light fixture over the vanity and ceiling fixture (excluding powder room).
2. Black traditional exterior coach lights on front and rear elevations for Elevation A & B. Elevation C to receive exterior contemporary light fixtures.
3. **200-amp electrical service** with breaker panel and copper wiring.

4. **Electric Car Charger Rough-in** in garage for future electric car charging station for environmental trailblazers.
5. Convenient garage door opener receptacle(s), one per garage door, on ceiling for a future garage door opener.
6. The added feature of a **holiday receptacle on front porch**, on a separate controlled switch.
7. Weatherproof exterior electrical outlets, one
8. at rear of home and one at the front porch.
9. White **Decora switches** and receptacles throughout.
10. Ground fault interrupter (GFI) receptacles, as per building code.
11. 220-volt Heavy-duty receptacle for stove and dryer.
12. Smoke detectors located on all floors and in bedrooms. Smoke detectors in all bedrooms are equipped with an alarm and strobe light. Carbon Monoxide detectors located on all floors.
13. Single switch operating all basement lighting.
14. Electronic door chime with doorbell at front entry door.

Home Automation/Tech Packages

1. **All Bedrooms and Family Room are pre-wired for TV with one CAT 6 Cable** and finished cover plates.
2. **Telephone rough-in located in Principal bedroom and kitchen with a finished cover plate.**
3. All clients will have a personally scheduled appointment with our Home Automation Contractor to explain and co-ordinate the location of included features and to purchase any additional home automation, alarm and/or security features they may desire.

Items in RED are part of the OPUS Signature Finishes™ Package.

Items with are part of the OPUS GoGreen™ Initiatives.

Specifications, Terms & Conditions are subject to change without notice. E. & O.E.
November 2026.

BRIDGELANDS

Tarion Warranty

OPUS HOMES is dedicated to achieving minimized home deficiencies. We will achieve this through the efforts of our diligent personnel and thorough Quality Assurance Practices. Given that a home is built using several Trade Partners, errors may occur, however, our desire is to showcase a home that both you and your family can all be proud of.

- 7 years for major structural defects
- 2 years for plumbing, heating, and electrical systems and building envelope
- 1 year for all other items in accordance with Tarion Guidelines

Client Initial: _____

Client Initial: _____

Client Initial: _____

SCHEDULE "G" – Granite Countertops

By selecting the granite countertops, we, the Purchaser(s) of the Property as set out on the first page of this Agreement of Purchase and Sale, hereby agree that the granite and/or marble countertops is a natural product produced and quarried from the earth with inherent shade variations, natural seams and imperfections.

Each slab is uniquely different. The Vendor assumes no responsibility or liability for any labour or material claims due to any variations. The Vendor guarantees the installation of stone counters; however, due to the natural composition of stone, the Vendor cannot guarantee that the stone will resemble the sample the Client selects at the Décor Studio.

Both materials can be scratched if abused and both can stain if not cleaned up immediately. The Vendor also suggests not cutting directly onto stone but instead using a cutting board. Acidic liquids and/or oils should be wiped up immediately to prevent damage or staining to the top. Never place hot or boiling items directly onto the counter as it may crack the material.

We, the Client, release and forever discharge the Vendor from any and all actions and claims, howsoever arising from which we stated above.

Client Initial:_____

Client Initial: _____

Client Initial: _____

SCHEDULE "H" – Prefinished Hardwood

By selecting the prefinished engineered hardwood flooring and finishes option, I/we, the Purchaser(s) of the Property, hereby agree that the prefinished hardwood flooring is/was finished in a separate factory than the cupboards/cabinetry, stairs, nosings and reducer strips, under computer controlled conditions and that my stairs, nosings, reducer strips, railings were finished by tradesmen working in standard uncontrollable site conditions.

We understand that the hardwood flooring is not warranted against any moisture or water damage. We hereby release and forever discharge the Vendor from any and all actions and claims, and demand, therefore, from water damages howsoever arising from same.

We acknowledge that the hardwood flooring will benefit by using only the manufacturer's cleaning products and methods. We further acknowledge that the manufacturer recommends that new pre-finished hardwood floor is kept clean by vacuuming it and making regular use of the washable wiper mop (for use dry and damp).

Client Initial:_____

Client Initial: _____

Client Initial: _____

SCHEDULE "P" - Privacy Policy

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 Real Property, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (d), (h), (i) and (j) below, and in respect of 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 design(s) and colour / finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

a) the Vendor's sales agents, and any companies or legal entities that are associated with, related to, affiliated with the Vendor, other future real estate developers that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other real property developments or commercial properties that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;

b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with the Vendor, and who may send (by e-mail or other means) promotional literature / brochures about new real property developments and/or related services to the Purchaser and/or members of the Purchaser's family;

c) any financial institution (s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's families;

d) any private lender9s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor, the Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Real Property;

e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;

g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Real Property (or any portion thereof), unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;

h) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to GST);

i) Canada Revenue, 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 Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;

j) the Vendor's solicitors, to facilitate Closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation.

k) The Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits;

l) The Vendor's solicitors for the purposes of facilitating closing of the transaction or enforcement of the Vendor's rights under the Agreement of Purchase and Sale; and

m) Any person, where the Purchaser further consents to such disclosure or disclosures required by law.

The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name and "personal information"(as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser's acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the purchaser(s) consents to the Vendor using, releasing and/or disclosing the Purchaser's name and personal information to:

a) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities;

b) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, cable and/or satellite t.v.) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; and

c) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement.

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

By initialing below, you are agreeing to receive email communications from the Vendor, including updates pertaining to the construction of the home, monthly newsletters in addition to any other pertinent communication the Vendor deems necessary.

Client Initial:_____

Client Initial: _____

Client Initial: _____

SCHEDULE "I" – Indemnity

The Purchaser(s) shall indemnify and save the Vendor, its servants and agents harmless from all actions, causes of action, claims and demands for, upon or by reason of any damage, loss or injury to person(s) or property of the Purchaser(s), or any of their friends, relatives, workmen or agents who have entered on the Property or any of the subdivision upon which the Property is located whether with or without the authorization, express or implied, of the Vendor.

Client Initial:_____

Client Initial: _____

Client Initial: _____

SCHEDULE "L" – Lawyer Review

The Client acknowledges that this Agreement of Purchase and Sale is binding upon the Client and **IS NOT CONDITIONAL UPON THE CLIENT SOLICITOR'S REVIEW**. The Vendor acknowledges that the Client shall have a period of 5 (five) business days from the date of acceptance to have the Client solicitor review the form and content of the Agreement and to set out in writing to the Vendor's solicitor any specific concerns with respect to the form and content of the Agreement. The Vendor agrees that it will permit such review of the Agreement of Purchase and Sale as the Vendor's solicitor deems satisfactory and the parties hereto covenant and agree that the Agreement shall be deemed to be amended in accordance with those comments requested by the Client solicitor, which are for clarification purposes only and as approved and accepted by the Vendor's solicitor. The Client and their solicitor understand and agree that this schedule is not for the purpose of negotiating the terms and conditions, or any financial provisions of the Agreement of Purchase and Sale but merely for clarification purposes only.

Client Initial:_____

Client Initial: _____

Client Initial: _____

SCHEDULE "N-C" Non-Canadians

Client (s): _____

Vendor: **OPUS Homes (Block 41) Inc.**

1. The Purchaser hereby covenants, warrants and represents to the Vendor that: the Purchaser has executed this Agreement of Purchase and Sale (and this Schedule) entirely voluntarily; the Purchaser has no obligation to execute this Agreement of Purchase and Sale (including this Schedule); the Purchaser has had the opportunity to obtain legal advice prior to executing this Agreement of Purchase and Sale (including this Schedule).

2. The Purchaser hereby covenants, warrants and represents to the Vendor that it is aware of, and understands, the provisions contained in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto (*Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto, as may be amended from time to time, are herein collectively referred to as the "**PRPNC Act**").

3. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the PRPNC Act, or if the Purchaser is a non-Canadian, that the Purchaser qualifies for an exception as set out in the PRPNC Act (an "**Exception**") from the prohibition as set out in the PRPNC Act (the "**Prohibition**").

4. If, on or before the Closing Date, the Purchaser is a Non-Canadian (and does not qualify for an Exception from the Prohibition), same shall constitute a breach under this Agreement of Purchase and Sale which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and retain the deposit monies and all other monies paid pursuant to this Agreement of Purchase and Sale as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.

5. The Purchaser hereby indemnifies and saves harmless the Vendor and all corporations and partnerships related, affiliated or associated therewith, and their respective directors, officers, partners, employees and agents, and their legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being a non-Canadian or not qualifying for an Exception from the Prohibition in accordance with the PRPNC Act or the Purchaser's breach of the terms hereof.

6. The Purchaser shall within ten (10) days of request by the Vendor provide such written evidence and confirmation as required by the Vendor from time to time that Purchaser is not a non-Canadian or that the Purchaser qualifies for an Exception to the Prohibition in accordance with the PRPNC Act.

7. On the Closing Date, the Purchaser shall cause the Purchaser's solicitor to deliver to the Vendor's solicitor such documentation as the Vendor may request to confirm that the covenants, warranties and representations contained herein were true and accurate as at the date the Purchaser executed this Agreement of Purchase and Sale (and this Schedule) and continued to be true and accurate up to and including the Closing Date.

DATED _____

_____
Client

_____
Client

_____
Client

SCHEDULE "X"

PURCHASER'S COVENANTS

1. Notwithstanding the closing of this transaction, the Purchaser's covenants, warranties and agreements in this Agreement shall survive and not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date. The Vendor, the subdivider (the "Subdivider") of the plan of subdivision in which the Property is situate or their servants or agents may, for such period after closing as is designated by the Subdivider and/or Vendor, enter upon the Property at all reasonable hours to enable completion or correction of sodding, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins and or infiltration trenches, without liability therefore, and the Transfer/Deed may contain such provisions.

    a. The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage pattern, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing, decking or any other accessory building nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality and the Subdivider. The Purchaser agrees to remove such additions and/or improvements at its own cost upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense.

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

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

    d. This Agreement is conditional upon compliance with the subdivision control requirements of the Planning Act (Ontario) which compliance shall be obtained by the Vendor at its sole expense, on or before closing.

    e. All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever which are requested by the Purchaser will be permitted to the aforementioned and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme chosen by the Vendor and approved by the Municipality and the Control Architect.

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

ARCHITECTURAL CONTROL AND SITING

2. The Purchaser(s) acknowledges that the model type indicated in this Agreement has been preliminarily sited and is subject to final siting approval by the Municipality, the Architectural Control Committee, the control architect (the "Control Architect") or the Vendor's surveyors. In the event such final siting approval is not obtained from any of the foregoing, the Purchaser(s) shall be given the first opportunity to submit an offer for a model type that does meet final siting approval for this particular lot. In the event an Agreement for another model type is not consummated within five (5) days of notification to the Purchaser(s) of which model type does meet the final siting approval requirements, this Agreement shall be at an end, the Purchaser(s) shall be entitled to a refund of the deposit money, without interest, but in no event shall the Vendor or the Agent be liable for any damages or costs whatsoever.

CONSTRUCTION APPROVALS AND CONSTRUCTION

3. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type herein before indicated in accordance with the plans of the Vendor therefore and

filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule "A" annexed hereto.

a. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Dwelling will be constructed substantially in accordance with the plans and specifications to be filed with the Building Department of the Municipality in which the dwelling is located, and in accordance with the *Ontario Building Code* and the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials than required in such plans and specifications and pursuant to the *Ontario Building* Code. The foregoing shall constitute complete and absolute acceptance by the Purchaser of all construction matters, and the quality and sufficiency thereof, including, without limitation, all mechanical, structural, and architectural matters. Subject to the TARION Warranty Corporation ("**Tarion**") guidelines and bulletins, the Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal to or better, and the Vendor shall also have the right to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality and/or the Control Architect. The Purchaser acknowledges and agrees that it shall have absolutely no claim or cause of action against the Vendor for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof. The Purchaser acknowledges and agrees that this paragraph may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor.

b. The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetic of the community as a whole, may be imposed by the Municipality and/or the Subdivider and/or the Control Architect. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Purchaser acknowledges and agrees that Amended Elevations can cause interior changes as well and the Purchaser hereby irrevocably agrees to accept such interior changes as caused by the Amended Elevation. The Vendor shall have the right, in its sole discretion, to construct the herein before described Dwelling either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. The Purchaser hereby irrevocably accepts construction of a reverse mirror image Dwelling plan without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type herein before described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling (notwithstanding that such step, landing or series of steps may encroach into the garage parking area and/or affect the interior floor area of the dwelling adjacent to such step, landing or series of steps), the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type herein before described.

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

d. The Purchaser acknowledges that certain lots within the subdivision may require catch basins and/or infiltration trenches in the rear yard and associated leads and that hydro transformers, street light poles and hydrants will front onto certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any retaining walls, catch basins, fencing, landscaping, entrance features, infiltration trenches or other subdivision enhancement features required pursuant to the municipally approved plans.

e. In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor completing all of its work or construction within the Subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and sub trades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the Subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and sub trades. The Purchaser agrees that this

covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.

f. The Purchaser acknowledges that all electrical, and mechanical rough-in changes will not be permitted unless processed and approved by Vendor 90 days prior to excavation of the dwelling.

g. The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed for any reason whatsoever save and except for the default of the Vendor. The Vendor reserves the right, and the Purchaser acknowledges that the Vendor will charge credit card fees on any extras, upgrades and/or changes ordered by the Purchaser where the Purchaser selects to pay via credit card. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or it cannot complete the extras, upgrades or changes then there shall be refunded or credited to the Purchaser in the manner following, that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, at the Vendor's discretion, the Purchaser received credit on 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 above and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made, or credit being given, the Vendor shall be deemed to have been released from any and all obligation, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event no such amount was paid or quantified in Schedule “E”, or the “Options and Upgrades Agreement”, then no refund or credit shall be paid to the Purchaser and no further compensation shall be owed by the Vendor. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes a delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work. At the Vendor’s sole and unfettered discretion and upon the Vendor’s terms, the Vendor and the Purchaser may agree to an alternate payment arrangement for extras, upgrades or changes. If an alternate payment arrangement agreement is made, the Purchaser acknowledges and agrees that any unpaid deposit, or partial payment not made by the due date for such payment and or partial payment and/ or deposit for extras shall constitute a default by the Purchaser under this Agreement of Purchase and Sale and the Vendor may exercise any or all of its remedies set forth in this Agreement. Further in addition to the foregoing the purchaser hereby agrees to pay as an adjustment on closing the sum of **$250.00 plus applicable taxes** as a late extra/décor payment administration fee for each extra/décor payment that is late.

h. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, laminate floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, quartz hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser herein acknowledges that thresholds exist between rooms during transition areas of one material to another and accept varying heights therein.

i. All dimensions and specifications on sales brochures and other sales aids are artists' concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code and Tarion Warranty Corporation. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanical components being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high theft rate of air-conditioning units when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within seven (7) days after the Closing Date. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing Date. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing date, the Purchaser shall make written request therefore, such request to be received not later

than thirty (30) days prior to the Closing Date by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing date and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.

j. Where any portion of any fence is within twelve (12) inches of the Property line, such fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchaser Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property.

TARION WARRANTY CORPORATION – WARRANTY AND PDI

4. The Purchaser or its designate shall inspect the Dwelling (such inspection hereinafter referred to as the "**PDI**") immediately prior to the Closing Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Warranty Act's Certificate of Completion and Possession and Warranty Certificate (the "**Certificate**"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Dwelling as complete in accordance with this Agreement. The Purchaser covenants and agrees that on or before the PDI, the Purchaser has accessed the online Learning Hub and reviewed the relevant materials, including any modules, brochures and/or other materials, on the Tarion website. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Warranty Act's warranty issued to the Purchaser as soon as reasonably practicable after the same will have been called to the Vendor's attention by notice in writing and in accordance with the guidelines of Tarion. The Purchaser shall provide the Vendor with written notice, at least 5 days prior to the date appointed by the Vendor for the PDI, irrevocably appointing the Purchaser's designate, if any.

5. The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole, absolute, subjective and unfettered option, may thereupon either re-schedule the inspection subject to an administrative fee of $250.00 plus Applicable Taxes payable to the Vendor or terminate the transaction in accordance with the provisions set out herein, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead for this purpose.

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

7. The Purchaser acknowledges that a Homeowner Information Package (HIP) is available from TARION and that the vendor shall email a link to a downloadable copy of the HIP to the Purchaser at the Purchasers designated email address on or prior to the PDI to be undertaken between the Purchaser and the Vendor. The Purchaser hereby agrees to accept this form of delivery for the HIP and further, acknowledges that the designated email address given by the Purchaser is a reliable email address for such delivery. The Purchaser covenants and agrees to acknowledge receipt via a reply email or to execute a Confirmation of Receipt of the HIP at the PDI.

RENTAL HOT WATER EQUIPMENT

8. Unless expressly provided in this Agreement, the hot water tank, or the hot water boiler and hot water storage tank, or the tankless hot water heater, as applicable per product type, (hereinafter, the "**Hot Water Equipment"**), is not included in the Purchase Price and shall remain chattel property. The Purchaser agrees to execute a rental agreement for the said Hot Water Equipment between itself and the Hot Water Equipment provider. The rental agreement will take effect between the Purchaser and the Hot Water Equipment provider on the Closing Date. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided either at or prior to the time of closing or with the first rental bill. The Purchaser acknowledges and agrees that it shall only utilize the hot water tank, or the hot water boiler and hot water storage tank, or the tankless hot water heater, supplied by the Vendor within and upon the Property and the Purchaser is prohibited from installing or utilizing any other hot water heater/tank, without the Vendor's prior written consent.

CLOSING ADJUSTMENTS

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

Water and Hydro Meters

a. The water meter/electricity meter/gas meter is/are not included in the purchase if it/they is/are not the Property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, or security performance deposits relating to, any of the water, electricity or gas service, including, without limitation, the cost and/or installation of any meters, and the installation, connection and/or energization fees for any of such services. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing and prior to assumption of the subdivision by the Municipality, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor or Subdivider to restore the Property to the original state provided by the Vendor. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Purchaser shall pay the sum of **$1,600.00 plus applicable taxes** to the Vendor on the Closing Date for the supply, installation and connection of the water, electricity and gas meters for the Property;

Property Taxes

b. Taxes, fuel, water rates, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property and agrees to pay on closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser.

Tarion/HCRA Enrollment Fee

c. The Vendor represents and warrants that it is registered as a builder under the Act, as hereinafter defined, and that the Dwelling is or will be enrolled under the Act. The Purchaser covenants and agrees to reimburse the Vendor on closing for the enrolment fee paid by the Vendor for the Dwelling under the Act.

Development Charges

d. In the event that any level of government including, without limiting the generality of the foregoing, federal, provincial or municipal, shall impose a new levy, impost charge or any other charge or tax against the Property (the "New Charge") or increase any existing levy, impost charge or any other charge or tax against the Property (the “Increase in Levies”) after the date of signing of this agreement by both parties, the Purchaser shall pay to the Vendor in addition to the Purchase Price an amount equal to the New Charge and/or Increase in Levies which amount will be added to the Statement of Adjustments and payable on the Closing Date. **The total adjustment pursuant to this paragraph 9(d) of Schedule X shall not exceed $7,500.00 plus applicable taxes.**

Retail Sales Tax on Chattels

e. The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on chattels which are purchased in this transaction as a charge on closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.

NSF Charges

f. A **$250.00 plus applicable taxes** administrative fee shall be charged to the Purchaser for each payment tendered by the Purchaser to the Vendor (whether by cheque, bank draft, wire or PAD or otherwise), if said payment is returned or fails by reason of there being not sufficient funds in the account on which the said payment is drawn (collectively “**Returned Payments**”). The total of the administration fees shall be adjusted in favour of the Vendor on the Statement of Adjustments for each Returned Payment and shall be paid by the Purchaser on the Closing Date. The Purchaser agrees, that in the case of a Returned Payment, they shall forthwith provide a replacement PAD (or other payment method required or approved by the Vendor).

Late Changes in Model Type

g. A fee of **$1,500.00 plus applicable taxes** shall be charged to the Purchaser to be paid at the time a request is made by the Purchaser for a change in lot or model type if such request is made more than thirty (30) days after the date of acceptance of this agreement of purchase and sale and further provided that such change shall be subject to the approval of the Vendor, who’s approval may be arbitrarily withheld.

Driveway Paving Fee

h. The Purchaser shall pay as an adjustment on closing the sum of **$900.00 plus applicable taxes** to reimburse the Vendor for the top-coat Asphalt Driveway Paving Fee for a driveway belonging to a single car garage dwelling or double car garage rear lane apron; or the sum of **$1,300.00 plus applicable taxes** for a double car garage dwelling or double car garage rear lane apron with parking pad. Asphalt will be installed in two coats were permitted by the municipality. Some municipalities require both coats to be installed at one time and driveways will be installed as per municipal engineering standards. The purchaser shall pay for the topcoat whether it is installed in one lift with the base or on a separate occasion as the base.

Rebate Reduction

i. The Rebate Reduction amount (as hereinafter defined at paragraph 28(c), if any).

Transaction Levy

j. The purchaser shall pay as an adjustment on closing the sum of **$65.00 plus applicable taxes** for the Law Society of Upper Canada Fee.

Unpaid Purchase Monies

k. All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand **at the rate of 12% percent per annum, calculated monthly, 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.

l. The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as set forth in Paragraph 9(k) hereof, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor. The Purchaser shall be responsible for the Vendor's cost to have the Vendor's Lien registered.

Purchaser's Request Late Change

m. In the event the Purchaser requests: (i) an extension of the Closing Date and the Vendor consents to such extension (which consent may be arbitrarily withheld), the Purchaser shall pay to the Vendor such fee plus applicable taxes as required by the Vendor, in consideration of granting such extension; (ii) a change to the name or names or manner in which the Purchaser has previously requested to take title to the Real Property; (iii) a change to any other information provided to the Vendor or its solicitor or to any other final closing documentation prepared by the Vendor's solicitor (whether or not delivered to the Purchaser or its solicitor), then the Purchaser shall pay to the Vendor the sum of **$250.00 plus applicable taxes** as an administrative charge and shall pay the Vendor's solicitor's legal fees in the sum of **$600.00 plus applicable taxes**, for each such requested change, but notwithstanding the foregoing there is no obligation whatsoever on the part of the Vendor, or its solicitor, to approve of or implement any such changes so requested by the Purchaser or its Solicitors. Notwithstanding anything contained to the contrary in this Agreement, the Vendor will not accept any name or title changes by a direction re. title. The consent of the Vendor must be obtained to all such name/title changes, which consent may be arbitrarily withheld. Where the Vendor so consents, an amendment in the Vendor's form must be executed by all appropriate parties and the hereinbefore set out fees shall be paid.

Missed/Rescheduled Decor Appointment

n. In the event the Purchaser fails to attend their scheduled virtual or in-person tier 1 or tier 2 décor appointment or fails to reschedule their missed decor appointment with the vendor no later than 72 hours prior to the scheduled date and time of their tier 1 or tier 2 décor appointment, then the Purchaser hereby agrees to pay as an adjustment on closing, the sum of **$250.00 plus applicable taxes** as an administrative fee for their missed décor appointment or their failure to reschedule their decor appointment.

Subdivision Aesthetic Enhancement

o. In the event the Vendor has undertaken an obligation for subdivision esthetic enhancement such as boulevard treatment or improvement, or landscaping (including tree or shrub planting), or subdivision entrance features, or privacy fencing, lot-line fencing, chain-link fencing, corner lot fencing (or other fences/fencing), or retaining walls, or driveway enhancements, or patio slabs and/or any other item of a similar nature in the Subdivision, the Purchaser shall, on Closing, reimburse the Vendor as to the cost thereof for the Property, the cost to be absolutely determined and apportioned by the Vendor, said funds to be capped at **no more than $1,000.00, plus applicable taxes**;

Foundation Survey

p. In the event the Vendor has provided the Purchaser with a building or foundation survey, the Purchaser shall pay the Vendor in the amount of **$500.00, plus applicable taxes as an adjustment on Closing;**

Late Deposits

q. A **$250.00 plus applicable taxes** administrative fee shall be charged to the Purchaser for each deposit payment tendered by the Purchaser to the Vendor (whether by cheque, bank draft, wire or PAD or otherwise), if said payment is made and delivered to the vendor after the date in which the deposit was due. The total of the administration fees shall be adjusted in favour of the Vendor on the Statement of Adjustments for each late deposit and shall be paid by the Purchaser on the Closing Date.

PROHIBITION ON SELLING, ASSIGNING, LEASING, LISTING ETC.

10.

a. The Purchaser covenants not to offer for sale, lease and/or transfer the Property, nor to sell, lease, assign or transfer the Purchaser's interest under this Agreement (or in the Property), nor to advertise, list, allow or cause to be advertised or listed for sale, lease, assignment or otherwise the Property or an interest under this Agreement on a listing service or sales service including, without limitation, the Multiple Listing Service ("**MLS**") or on, by or through any other publication or medium, including without limitation, any form of social media or through any website or application, until after acquisition of title to the Property on the Closing Date and the Vendor having received payment of all of the Purchase Price. The Purchaser acknowledges and agrees that once a breach of any of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy Agreement), if applicable effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

b. The Purchaser represents to the Vendor (upon which representation the Vendor has relied in accepting the Purchaser's offer) that the Purchaser is purchasing the Property for the Purchaser's own personal use and not for investment, short term and/or speculative purposes.

c. The Purchaser covenants and agrees that it shall not place or allow to be placed any "for sale", "for lease" or "for rent" signs within the Dwelling that are visible from the exterior thereof or upon any portion of the Property or lands adjacent thereto until the later of: (a) the closing of the herein transaction and (b) until all of the dwellings in the Subdivision have been sold, which occurrence shall be determined by the Vendor in its sole, absolute, subjective and unfettered discretion. In the event that the Purchaser places or allows to be placed any such signs in contravention of the aforementioned, the Vendor shall have the absolute right to enter onto the Property and remove such sign without such act being an act trespass and the Vendor shall not be liable to the Purchaser for such removal, either in contract, tort or otherwise. The aforementioned covenant of the Purchaser and right of the Vendor shall survive the closing of the herein transaction.

FINANCING

11.

11.1 VENDOR'S SATISFACTION OF PURCHASERS FINANCING CONDITION

This Agreement is conditional upon confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction contemplated by this Agreement (the "**Financing Condition**"). The Financing Condition is an Early Termination Condition of the type described in Schedule A, subparagraph 1(b)(iv), of the Tarion Addendum, is set out in the Early Termination Conditions appendix to the Tarion Addendum, and is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

11.2 Purchaser's Financing Documentation

To allow the Vendor to assess the Financing Condition, the Purchaser shall, within fourteen (14) days after the satisfaction or waiver of the condition contained in Schedule "M" of this Agreement (or, if no Schedule "M" is attached to this Agreement, within fourteen (14) days after final acceptance of this Agreement), deliver to the Vendor either:

a) a written mortgage approval from a bank, trust company or other financial institution for at least seventy-five percent (75%) of the Purchase Price; or
b) written evidence from a bank, trust company or other financial institution confirming that the Purchaser has sufficient funds to complete this transaction without registering a mortgage against the Real Property.

11.3 Further Evidence

If the Vendor, considers the evidence delivered under Paragraph 11.2(b) to be insufficient, the Vendor may require by written notice that the Purchaser deliver a mortgage approval meeting the requirements of Paragraph 11.2(a). The Purchaser shall deliver such mortgage approval within fourteen (14) days after receiving that notice, and in any event before the Condition Deadline.

11.4 Condition Deadline and Waiver

The Vendor must provide written notice of the satisfaction or waiver or non-satisfaction and non-waiver within sixty (60) days following the later of:

a) the signing of this Agreement; and
b) the satisfaction or waiver by the Purchaser of the Purchaser financing condition contained in Schedule "M", if any (the "**Condition Deadline**").

The Vendor may waive the Financing Condition at any time before the Condition Deadline by written notice to the Purchaser. The Vendor shall give the Purchaser written notice of the satisfaction, waiver or non-satisfaction and non waiver of the Financing Condition in accordance with section 6 of the Tarion Addendum.

11.5 Termination and Return of Deposit

THE PURCHASER IS ADVISED THAT IF THE FINANCING CONDITION IS NOT SATISFIED OR WAIVED BY THE VENDOR BY THE CONDITION DEADLINE, THE VENDOR MAY TERMINATE THIS AGREEMENT.

This includes where the Purchaser fails to deliver the documentation required by Paragraph 11.2 or 11.3, or where the Vendor is not satisfied with that documentation.

If this Agreement is terminated under this Paragraph 11, all monies paid by the Purchaser to the Vendor, including all deposits and any amounts paid for extras or upgrades, shall be refunded to the Purchaser in full, with interest, in accordance with the Tarion Addendum. Upon such refund, neither party shall have any further obligation to the other under this Agreement.

11.6 Purchaser's Acknowledgement

The Purchaser acknowledges that it has read and understands this Paragraph 11, and that the Purchaser's obligation to deliver the financing documentation described herein is in addition to, and does not replace, the Purchaser's obligation to complete this transaction on the Closing Date.

Within twenty one (21) days after the Purchaser's Waiver of the condition contained in Schedule "M" of this Agreement, or within twenty one (21) days after the Vendor has exhausted it's option or declines to exhaust it's option to assist the Purchaser in arranging financing, or if no Schedule "M" is attached to this Agreement, then within twenty one (21) days of final acceptance, the Purchaser shall deliver to the Vendor:

a. a mortgage commitment from a bank, trust company or other financial institution for at least 75% of the Purchase Price; or

b. evidence from a bank, trust company or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Real Property. If the Vendor determines in its sole unfettered discretion that the evidence provided to it pursuant to this Paragraph 11(b) is insufficient or not acceptable for the purpose of Closing, the purchaser shall deliver a mortgage commitment for at least 75% of the Purchase Price to the Vendor within twenty one (21) days of request.

This Agreement of Purchase and Sale is conditional upon the Vendor being satisfied in its sole and unfettered discretion with the Purchaser(s) proof of financing produced pursuant to Paragraph 11(a) or 11(b) as the case may be. If the Vendor gives notice that the Vendor is not satisfied with the financing documents, then this Agreement shall be null and void and the deposit shall be returned in full to the Purchaser. If the Vendor does not notify the Purchaser, then this condition shall be deemed to be satisfied. The Purchaser acknowledges and agrees that the failure of the Purchaser to deliver the documentation described at Paragraph 11 within the time periods described therein, shall be considered material default of this Agreement. This condition is inserted for the benefit of the Vendor and may be waived by the Vendor at its sole discretion.

CONVEYANCE

12. In the event the Vendor is unable to deliver to the Purchaser on or before closing a conveyance of the Property free and clear of all encumbrances save as may be provided for in this Agreement, for any reason whatsoever, the Vendor at its option may require the Purchaser to pay the Vendor the balance due on closing, which shall be deposited with the Vendor's solicitors in trust, with the interest earned to the benefit of the Vendor, and take possession of the Property on the Vendor's undertaking to deliver a conveyance in accordance with the provisions of this Agreement within such period as the Vendor may require and execute the Vendor's Occupancy Agreement. From and after the date of possession the Purchaser shall be responsible for realty taxes, water, hydro, gas and other public or private utilities. The parties further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, the monies held in trust shall be released to the Vendor and any further adjustments that may be required shall be made at the time of the delivery of the conveyance. The Vendor's solicitor shall undertake to the Purchaser not to release such monies to the Vendor until the Vendor has delivered a conveyance to the Purchaser in accordance with the terms of this Agreement.

TITLE

13. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of service, T.V. transmission system, mutual driveways, and for maintenance and repair of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, or other attachments to the roofs, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser accepts legal access to the subject Property even though it may be restricted by .3 metre reserves owned by the Municipality and not yet dedicated as public highway. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed sixty (60) days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this Agreement shall (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. 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.

a. The Purchaser agrees to accept the Property subject to Municipal regulations and restrictions now or hereafter affecting the ownership or use of the Property and the Purchaser shall observe and comply with the said regulations and restrictions and with the terms and obligations imposed by the Subdivision Agreement. The Purchaser agrees to accept title to the Property subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water and cable television, as well as any rights or easements reserved by the Vendor for maintenance purposes and roof overhangs, if necessary on or about the Property. The Purchaser covenants and agrees to execute any easements required for the said purposes upon being requested by the Vendor either before or after closing, such covenant shall survive closing. The Purchaser acknowledges that the Deed or Transfer of the Property may reserve such rights and easements.

b. In the event the Property borders land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority.

c. The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor, and the Purchaser hereby releases the Subdivider from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling and installation of all other improvements within the lot boundaries, and the Purchaser agrees to execute and deliver on closing a separate acknowledgment and release in favour of the Subdivider to this effect.

d. In the event any mortgages are outstanding on closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after closing in full satisfaction of the Vendor's obligation in that regard.

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

f. The Purchaser agrees to accept title to the Property subject to any limiting distance agreement with the owner of any neighbouring properties and any municipal authorities.

g. The Purchaser covenants and agrees that it shall not, and that it is not permitted, to: (i) direct title or the right of occupancy to any other parties; (ii) add any additional parties to title or the right of occupancy; or (iii) direct or re-direct title to only some of the parties which comprise the Purchaser. The sole purpose of any title direction contemplated herein or in any closing documents shall be for the purposes of confirming the full name(s), date(s) of birth, address for service, social insurance number(s) and such other information as the Vendor may require.

h. The Purchaser shall provide the name, address, telephone number and email address of its solicitor to the Vendor not later than the 30th day following the execution of this Agreement. Failure to provide same shall constitute a default pursuant to the terms of this Agreement. If the Purchaser does not provide such information when required hereunder, changes solicitors, or the Purchaser or its solicitor (i) fail to provide any required information; (ii) change or amend any of the information provided, including title information required for engrossing the Occupancy Agreement or the transfer to the Property as required by the preceding paragraph or in respect of the Rebate; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus Applicable Taxes on the Statement of Adjustments.

i. In the event the Property abuts land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority.

j. The Purchaser agrees to provide the Vendor's Solicitor with a written direction as to whom title is to be conveyed no later than sixty (60) days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Prior to closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property.

PURCHASER'S COVENANTS AFTER CLOSING

14. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways or fences are located within six (6) feet of an external wall, the Purchaser covenants that it will remove such addition and/or improvements prior to the Vendor taking any corrective actions which it is required to take.

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

b. The Purchaser acknowledges that grading and sodding shall be done between June and October (weather permitting and subject to availability of supplies) of any year as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is

laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor.

c. The Purchaser covenants to occupy the Dwelling forthwith after closing. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date or such longer period, which is equivalent to the warranty period under the Act for basement repairs. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage or leakage, including any consequential damages arising therefrom

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

e. If settlement occurs due to soil disturbances around the Dwelling, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will 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.

f. 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.

g. The Purchaser agrees that after closing, if required by the Municipality or any public utility such as the local hydro-electric authority, gas company or Bell Canada, he will grant an easement for the installation and maintenance of sewers, water mains, lines, or any other similar installations. The Purchaser also agrees to grant maintenance easements in favour of abutting land owners after closing if required by the Municipality.

h. The Purchaser agrees to take all necessary steps to assume immediately on closing, charges for hydro electricity, water, gas, realty taxes and public or private utilities, and the Purchaser acknowledges and agrees that the Vendor may recover any payments therefore from the Purchaser.

BREACH OF CONTRACT

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

16. Prior to Closing the Purchaser(s) covenant(s) and agree(s) not to assign this Agreement or any interest therein, or the benefit thereof, nor to mortgage, deal with or in any way encumber the premises. The Purchaser will not any time prior to completing this transaction, register this Agreement, or any notice thereof, whether by Caution or otherwise, or register a notice of Purchaser’s lien against the Property. Any breach of the foregoing shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.

17. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constituted substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment **at the rate of 12% per annum, calculated monthly, not in advance, until paid**. In the event this Agreement, in future, is amended in order to accelerate the closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. **The Purchaser shall pay the Vendor’s solicitor’s fees in the amount of $500.00 plus applicable taxes and disbursements for each letter or other form of notice sent to the Purchaser or the Purchaser’s solicitor relating to any default by the Purchaser.**

TENDER

18. Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, will be deemed to be good and valid if made in accordance with the provisions of paragraph herein headed "ELECTRONIC REGISTRATION". The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Closing Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with the provisions of paragraph headed "TITLE" herein in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute, subjective and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the

Purchaser's solicitor's certified cheque drawn on a Schedule "1" Canadian Chartered bank. The Purchaser further acknowledges and agrees that the Vendor shall not be required to provide any key(s) as part of any tender made by it and that this Agreement provides for the release of keys following the Closing.

Notwithstanding anything contained herein to the contrary, in the event the Purchaser or the Purchaser's solicitor advise the Vendor or the Vendor's solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase of the Property or take occupancy of same, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser's solicitor and the Purchaser may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.

EXTENSION, TERMINATION ETC.

19.

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

b. In the event the Purchaser requests an extension to the Firm Closing Date or Delayed Closing Date, as the case may be, the Purchaser shall pay the Vendor's solicitor's fees and disbursements (plus Applicable Taxes and disbursements) with respect to such requests and any extensions.

c. The Vendor may unilaterally extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to close on the Firm Closing Date or Delayed Closing Date, as the case may be. The parties hereto acknowledge that delayed closing compensation will not be payable for such period and that the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension. ‘Firm Closing Date’, ‘Delayed Closing Date’ and Business Day’ are defined in the Addendum.

UNLAWFUL WORK

20. Unless specifically agreed to by the Vendor in writing, no work shall be done by, or for the Purchaser in or to the Dwelling Unit prior to the date of Closing (“Unauthorized Work”). The Purchaser acknowledges that a breach of this condition constitutes a trespass and entitles the Vendor, at its sole option, to take any of the following actions:

a. declare this Agreement to be at an end whereby the Purchaser’s deposit shall be forfeited to the Vendor;

b. finish the dwelling to the extent possible, as determined by the Vendor in its sole discretion, without regard to possible damage to the Unauthorized Work and without incurring any additional expense as a result of the Unauthorized Work; OR

c. remove and/or repair the Unauthorized Work, and any other portion of the dwelling thereby affected, and to receive compensation therefore as an adjustment on the date of Closing in an amount to be determined by the Vendor at its sole discretion. Further, the Purchaser acknowledges that the Vendor’s warranty of workmanship is rendered invalid insofar as it relates to matters affected by the Unauthorized Work.

CONTRACT TERMS AND HEADINGS

21. This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence.

22. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which conflicting term(s) prevail(s). The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment shall be and remain at the Vendor's risk until closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense.

23. The marginal notations or headings in this agreement are for convenience purposes only and do not form part of, or in any way amend or affect, the contents of the whole or any part of this Agreement. This Agreement shall be construed and interpreted by the courts of and in accordance with the Laws of the Province of Ontario, as such laws from time to time shall be in effect.

SUBDIVISION AGREEMENT REQUIREMENTS

24. The Purchaser acknowledges and agrees that title may on closing be subject to one or more subdivision or other development agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor herein is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on closing or thereafter to obtain

releases of such subdivision or other development agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy themselves as to compliance.

a. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and or the Subdivider may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the Plan of Subdivision or with regard to the lands adjacent to or near the lands laid down by the Plan of Subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor

b. The Purchaser acknowledges that the Subdivision Agreement entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices ("Notices"), including, but not limited to, land usage, maintenance of Municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this Property. In the event the Subdivision Agreement is not registered as of the date of acceptance of this Agreement, and therefore the Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor herein, and if the Municipality requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be emailed to the Purchaser's email address as shown on this Agreement or to the Purchaser's solicitor and such electronic closing be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgement containing such notice if and when requested to do so by the Vendor.

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

COLOUR AND MATERIAL SELECTION

25. Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within ten (10) days after notification by the Vendor and the Purchaser shall make his selection of such colours and/or materials, whatever the case may be, from the Vendor's samples and list same on the Vendor's colour selection form.

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

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

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

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

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

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

g. Upgrades listed on a standard colour chart will not be deemed to be part of the Agreement of Purchase and Sale. **Should the Purchaser include upgrades on said Colour Chart without accompanying payment, the Vendor shall in their discretion choose whether to complete said upgrades or not and the Purchaser agrees to accept the Vendor's choice in that regard. If the vendor chooses to complete said upgrades, then the purchaser agrees to pay the costs for said upgrades as an adjustment to the purchase price on closing.**

h. The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections. Any change to processed selection will be subject to a **$250.00** plus applicable taxes Administration charge per item changed.

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

MODEL HOMES

26. The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which he has viewed and not from a model. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, up-graded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, lighting, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alarm systems, landscaping, decks and finished basements. The Purchaser acknowledges and agrees that these decor items will not be included in the Purchase Price and that the contract will consist of only those items listed on Schedule "A".

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

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

H.S.T. CLAUSE

27.

a. The parties acknowledge and agree that the Purchase Price stipulated in the within Agreement is exclusive of all applicable Goods and Services Tax and the Harmonized Sales Tax ("**GST/HST**") levied pursuant to Part IX of the Excise Tax Act (Canada) and any regulations made thereunder, as may be amended from time to time (collectively, the "**GST/HST Legislation**"), and that, on the Closing Date, the Purchaser shall pay to the Vendor as an adjustment on Closing, and the Vendor shall collect, any and all GST/HST exigible for the within transaction of purchase and sale, subject to the terms set out herein. The actual consideration for the property shall be the Purchase Price plus the agreed upon amount for any upgrades, extras, requested changes or adjustments as herein provided (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. The parties acknowledge the Purchaser may be eligible for certain refunds, credits, rebates (individually, an “**Available GST/HST Rebate**”, or cumulatively, the "**Available GST/HST Rebates**") available on the Closing Date with respect to the within transaction of purchase and sale pursuant to the GST/HST Legislation. In the event the Purchaser qualifies and is otherwise eligible for an Available GST/HST Rebate or Available GST/HST Rebates, as determined by the Vendor in its sole, absolute and unfettered discretion, the Vendor may accept an assignment of some, all or none of the Available GST/HST Rebates and any Available GST/HST Rebate of which the Vendor accepts an assignment shall, from and after such acceptance, be referred to individually as an “**Assigned HST Rebate**” and together with any other Available GST/HST Rebate of which the Vendor accepts an assignment, shall be cumulatively referred to as the “**Assigned HST Rebates**”; for greater certainty, “**Assigned HST Rebates**” as used herein shall refer only to those Available GST/HST Rebate(s) which the Vendor has actually accepted an assignment of and shall not be construed as referring to, or requiring acceptance of all Available GST/HST Rebates. The Vendor shall credit, on the final statement of adjustments, the sum of the Assigned HST Rebates, as determined in accordance with the GST/HST Legislation, to the Purchaser on account of GST/HST exigible for the within transaction of purchase and sale, and 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 they may have on Closing or thereafter to the HST Rebate or HST Rebates with respect to the within transaction of purchase and sale pursuant to the GST/HST Legislation. **For greater certainty, the Vendor may, in its sole, absolute and unfettered discretion, elect to accept an assignment of all, some, or none of the Available GST/HST Rebates, and any Available GST/HST Rebate not accepted by the Vendor shall remain the property of, and for the benefit of, the Purchaser.**

c. Subject to subparagraph 27(f) below, each Purchaser covenants, warrants and represents that, as of the Closing Date and for such period of time after the Closing Date as is required by the Government of Canada, the Government of Ontario and/or another governmental and/or tax authority (collectively, the “Government”), the Purchaser: (i.) is 18 years of age or older; (ii.) is a Canadian citizen or permanent resident of Canada; (iii.) has not previously applied for or been deemed to have applied for any Assigned HST Rebate or Assigned HST Rebates with respect to the within transaction of purchase and sale and further, the Purchaser shall not claim (or attempt to claim), apply for (or attempt to apply for), or otherwise obtain the benefit of any Available GST/HST Rebate that may or will conflict with, deny, disqualify, prohibit, delay, or hinder, the Vendor’s entitlement to, benefit of and ability to recover the Assigned HST Rebate or Assigned HST Rebates; (iv.) otherwise satisfies the eligibility requirements and qualifies for the Assigned

GST/HST Rebate or Assigned GST/HST Rebates the Purchaser is applying for and is assigning to the Vendor; and (v.) intends to use, and shall use, the Property as the Purchaser's (or a qualifying relation's, within the meaning of the GST/HST Legislation) primary place of residence, and acknowledges that such intended use is a condition of eligibility for the Ontario NHR, the Federal FTHB Rebate, the Provincial FTHB Rebate, the Ontario ENHR and/or the ONHAP, as applicable, and that any change in such intended use, whether occurring before or after the Closing Date, may disqualify the Purchaser from, or give rise to a requirement to repay, any Assigned HST Rebate or Assigned HST Rebates. Ownership and title to the property shall be transferred to the Purchaser and not to any third party. The Purchaser agrees to provide the Vendor with all information required by the Vendor in connection with the registered and beneficial ownership of the Real Property or information with respect to any other person in connection therewith. Such information shall be by way of sworn statutory declaration in form and content required by the Vendor and to be delivered to the Vendor on or before Closing. This paragraph shall not merge and shall survive the closing of the transaction contemplated by this Agreement.

d. Subject to subparagraph 27(f) below, the Purchaser covenants and agrees to deliver to the Vendor, on the Closing Date any and all assignments, directions, applications, consents, declarations, undertakings, statutory declarations and other documents required by the Vendor for any matter related to GST/HST that is applicable to this transaction, including, without limitation, to enable the Vendor (or any other party as may be directed by the Vendor, including any party for which the Vendor was acting as the disclosed or undisclosed agent when it entered into this Agreement) to apply for and receive the Assigned HST Rebate or Assigned HST Rebates. The Purchaser agrees to execute such documentation notwithstanding that a party other than the Vendor may be the recipient, addressee or beneficiary of the Assigned HST Rebate or Assigned HST Rebates. The Vendor shall have the right to credit the Assigned HST Rebate or Assigned HST Rebates to the Purchaser 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 Assigned HST Rebate or Assigned HST Rebates paid, assigned 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 Assigned HST Rebate or Assigned HST 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. The Purchaser represents and warrants that the Purchaser qualifies, and shall continue to qualify at Closing and for such period of time after the Closing Date as is required by the Government, for the Assigned HST Rebate or Assigned HST Rebates, and confirms and agrees that the Vendor is relying on such representation and warranty to the Vendor’s detriment. Such representation and warranty shall not merge on Closing and shall survive thereafter.

Without limiting the generality of the foregoing, the Purchaser hereby fully and completely releases, indemnifies and saves harmless the Vendor, its related, affiliated and associated corporations and partnerships, and their respective directors, officers, partners, employees and agents, and the legal personal representatives, successors and assigns of each (collectively, the “Indemnified Parties”), from and against all loss, liability, claims, demands, damages, costs and expenses (including without limitation an amount equal to the Assigned HST Rebate or Assigned HST Rebates, legal fees, collection costs and interest thereon) which any one, more or all of the Indemnified Parties may suffer, incur or be charged with, by reason of the Purchaser not qualifying for, being entitled to, or not receiving the full benefit of, any of the Assigned HST Rebate or Assigned HST Rebates, for any reason whatsoever, including, without limitation:

i) the Purchaser’s failure to qualify for the Assigned HST Rebate or Assigned HST Rebates, or any portion thereof;

ii) the Purchaser having qualified initially and received credit for the Assigned HST Rebate or Assigned HST Rebates on the statement of adjustments on Closing, but being subsequently disentitled to the benefit thereof (or any portion thereof), as determined by the Vendor and/or the Government, including, without limitation, where the Canada Revenue Agency and/or the Government denies the application for the Assigned HST Rebate or Assigned HST Rebates for any reason whatsoever following Closing;

iii) the Purchaser’s inability to credit, pay or assign the benefit of the Assigned HST Rebate or Assigned HST Rebates (or any one of them) to the Vendor;

iv) any breach by the Purchaser of any provision in paragraphs 27 and 28 of Schedule ‘X’ and Schedule ‘GST/HST’;

v) the ineffectiveness of the documents purporting to assign the Assigned HST Rebate or Assigned HST Rebates (or any one of them) to the Vendor; and/or

vi) the rejection of, or a failure to process by, the Canada Revenue Agency (or any other successor or related governmental authority having jurisdiction) of any of the documentation, materials, applications, schedules, affidavits, statutory declarations and the like (the “Rebate Forms”) required for the Purchaser to be entitled to, or to receive the benefit of, the Assigned HST Rebate or Assigned HST Rebates, including, without limitation, by reason of: errors and/or omissions contained in the Rebate Forms, whether made by the Purchaser or the Vendor; the use or submission of outdated or incorrect Rebate Forms; and/or the failure to submit the Rebate Forms within the time limits permitted for doing so.

The Purchaser shall forthwith upon demand pay to the Vendor (or to whomever the Vendor may in

writing direct), by way of certified cheque, a sum equal to the amount that would otherwise have been credited to, or that had been credited to, the Purchaser on the statement of adjustments on Closing in respect of the Assigned HST Rebate or Assigned HST Rebates giving rise to the indemnity under this subparagraph 27(e), together with all applicable penalties, losses, damages, fees and costs incurred by the Vendor, plus interest thereon as provided for in this Agreement.

The Purchaser hereby agrees that the amount payable by the Purchaser to the Vendor (or as it may direct) in accordance herewith shall be a charge against the Property in favour of the Vendor, and shall be secured by a lien (including a vendor's lien), charge or caution as the Vendor deems appropriate on and against the Property. The Vendor shall have the right to register such lien (including vendor's lien), charge, or caution on title to the Property at the Purchaser's expense. 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 lien (including vendor's lien), charge or caution as the Vendor deems appropriate on and against the Property. 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.

The lien (including vendor's lien), charge, or caution on title shall be discharged by the Vendor, at the Purchaser's expense, after the Vendor, or its designate, receives payment in full of the amount required to be paid under this subparagraph 27(e), together with the Vendor's solicitor's registration and discharge fees.

This paragraph shall not merge and shall survive the closing of the transaction contemplated by this Agreement.

f. Notwithstanding anything contained in this Agreement to the contrary, the Vendor, in its sole, absolute and unfettered discretion, may require that the Purchaser apply directly for the Assigned HST Rebate or Assigned HST Rebates after Closing notwithstanding that such assignment of an Available GST/HST Rebate or Available GST/HST Rebates were previously accepted by the Vendor. In such event the Purchaser shall pay to the Vendor on the Closing Date, the full amount of the GST/HST exigible for the within transaction of purchase and sale, as determined by the Vendor, in addition to the balance due on Closing, and the Assigned HST Rebate or Assigned HST Rebates shall not be assigned by the Purchaser to the Vendor on the Closing Date.

g. The Purchaser shall, at their 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. Notwithstanding anything contained in this Agreement to the contrary, and without limiting any other right or remedy of the Vendor under this Agreement, the Vendor shall have the right, at any time on or immediately following the Closing Date, and whether or not any of the circumstances described in subparagraph 27(e) have then occurred, to register a Vendor's lien, charge and/or notice against the Property, at the Purchaser's expense, to secure the Vendor's entitlement (or the entitlement of such other party as the Vendor may direct) to the amount of the Assigned HST Rebate or Assigned HST Rebates credited by the Vendor to the Purchaser with respect to the purchase of the Property. For greater certainty, the lien, charge or notice registered pursuant to this subparagraph 27(h) is in addition to, and not in substitution for, any lien, charge or caution the Vendor may register pursuant to subparagraph 27(e). 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 lien, charge and/or notice as the Vendor deems appropriate on and against the Property pursuant to this subparagraph 27(h). 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. The Vendor shall discharge, at its own expense, any lien, charge or notice registered pursuant to this subparagraph 27(h) once satisfied that the Purchaser has no outstanding liability in connection with the Assigned HST Rebate or Assigned HST Rebates, including any liability under subparagraph 27(e). This paragraph shall not merge and shall survive the closing of the transaction contemplated by this Agreement.

28. The Purchaser expressly acknowledges the following:

a. the Available GST/HST Rebate(s) or Available GST/HST Rebates, and related GST/HST Legislation, are subject to change;

b. no representation or warranty is made by the Vendor that the Available GST/HST Rebate or Available GST/HST Rebates will be available to the Purchaser on the Closing Date or that the Purchaser qualifies for the Available GST/HST Rebate or Available GST/HST Rebates under the GST/HST Legislation;

c. the purchase of any extras or upgrades from the Vendor, or any other changes to the Purchase Price, may result in the reduction or elimination of an Assigned HST Rebate or Assigned HST Rebates. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Assigned HST Rebate or Assigned HST Rebates that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Rebate Reduction") then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Rebate Reduction; and

d. the amount of an Available GST/HST Rebate or Available GST/HST Rebates or Assigned HST Rebate or Assigned HST Rebates may vary as prescribed in the applicable GST/HST Legislation and may not be sufficient to account for all of the GST/HST exigible for the within transaction of purchase and sale. The Purchaser acknowledges, understands and agrees that the aforementioned may result in the Purchaser having to pay additional GST/HST as an adjustment on Closing;

ELECTRONIC REGISTRATION

29. In the event that the electronic registration system (hereinafter referred to as the "Electronic System" or ERS") is operative in the applicable Land Registry Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:

a. the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction;

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

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

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

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

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

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

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

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

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

iii. has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, including signing the transfer deed for completeness, although signing the transfer deed is not required if the solicitor for the Purchaser has not completed any statements which would prevent the Vendor's solicitor from signing the transfer deed for completeness in which case the "completeness signatory" for the transfer/deed need not be electronically "signed" by the Vendor's solicitor; without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

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

CREDIT REPORT

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

SEVERABILITY

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

SUBORDINATION

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

CLOSING DOCUMENTS & KEYS

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

35. Keys will be released to the Purchaser at the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys would be available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.

PRE AUTHORIZED DEPOSITS

36. “PAD” shall mean payment via pre-authorized debit agreement that authorizes certain payments to be debited from a payor’s specified bank account, as facilitated by the platform provider PropPay LX (“LX”)

37. The Purchaser hereby acknowledges and agrees that the method for making deposits, and upgrade deposits shall be via PAD, unless otherwise approved by the Vendor, and the Purchaser shall be responsible for payment of each applicable LX fee (currently being a one-time fee of $300 for each initial PAD, which includes multiple payments on each PAD, for deposits and upgrades). In the event the Vendor approves another payment method (such as cheque, bank draft or wire payment), the Purchaser shall be responsible for payment of a fee of **$300.00** plus applicable taxes.

SUCCESSORS AND ASSIGNS

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

POWER OF ATTORNEY

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

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

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

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

APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

43. This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more

than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

PERSONAL INFORMATION

44.

a. The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's "personal information" (as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents and agrees to the Vendor and/or the Vendor's solicitors, agents, consultants and sales representatives (collectively, including the Vendor, the "Vendor Parties") using, releasing, disclosing and/or retaining on file the Purchaser's personal information, including, without limitation, to: (i) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this and other projects of such entities; (ii) any provider of utilities, services and/or commodities to the Property (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Property; (iii) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; (iv) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes; (v) any trades/suppliers and/or sub-trades/suppliers, if retained by or on behalf of the Vendor (or are otherwise dealing with the Vendor), to facilitate the installation of and/or supply of finishings to the Dwelling; and (vi) the Canada Revenue Agency and all other governmental authorities as may be required by all applicable laws, statutes, regulations, bylaws, ordinances, orders, and the like.

b. The Purchaser consents to the Vendor Parties retaining the Purchaser's personal information through any type of files, servers and/or systems, including, without limitation, cloud-based servers and/or systems provided by third parties, and/or hardware data retention systems. The Vendor Parties do not represent or guarantee that its files, its servers and/or its systems, its hardware data retention systems and/or any cloud-based servers and/or software provided by third parties will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion and the Purchaser's name and personal information may be subject to such security intrusions and/or unauthorized disclosure. The Purchaser hereby irrevocably releases and forever discharges the Vendor Parties from all losses, actions, claims, demands, proceedings and all other matters relating to the such security intrusions and unauthorized disclosure and same may be pleaded as an estoppel or bar to any action, claim, demand or proceeding by the Purchaser in this regard. The Vendor Parties may rely on this release notwithstanding that the Vendor Parties, other than the Vendor, are not parties to this Agreement.

ELECTRONIC COMMUNICATIONS

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

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

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

ADVERTISING AND PROMOTIONAL MATERIALS

46. The Purchaser acknowledges and agrees that the Vendor shall have the right to use drawings, photographs, videos or other depictions of the Property (including without limitation, the interior and/or exterior of the Dwelling) and/or the Property or any components or features thereof in any promotional or advertising materials without notice to or consent from the Purchaser being required in any manner whatsoever.

ENTIRE AGREEMENT

47. This Agreement and all schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior or contemporaneous understandings or agreements or usage or course of dealings of the parties. Oral representations or warranties by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter shall not form part of nor shall they amend this Agreement. There is no oral and/or written representation, warranty, collateral agreement or condition affecting this

Agreement or the Property, or supported hereby, except as set forth herein in writing. No reliance is placed by the Purchaser on any oral or written representations, opinions, advice or assertions of fact made by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter except as set forth herein in writing. Accordingly, there shall be no liability either in tort or contract, assessed in relation to such warranty, representation, opinion advice or assertion of fact except to the extent aforesaid. The Purchaser has not been induced to enter into this Agreement by, nor is the Purchaser relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales personnel or agents may be knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same. The Purchaser acknowledges having read all paragraphs and schedules of this Agreement.

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

Client Initial:_____

Client Initial: _____

Client Initial: _____

SCHEDULE "W"
WARNING CLAUSE AND NOTICE PROVISION

Block 41-28 East
Phase 1
Warning Clauses
DRAFT – Oct 21, 2026

The Purchaser acknowledges that the Subdivision Agreements entered into between the Subdivider and the municipalities may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation (including the bussing or transportation of students to schools outside of the neighbourhood), noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the absence of local or neighbourhood schools, the location of "super mailboxes", fencing, street trees, catch basins, all of which may be included on the property or on the boulevard adjacent to the property, and in general, any other matter that may be deemed by the municipalities to inhibit or interfere with the enjoyment by the Purchaser of the property. The Purchaser agrees to be bound by the contents of the subdivision agreements or any other municipal agreement wherein such warning clauses are more fully set out and the Purchaser covenants to execute forthwith upon request by the Vendor, an acknowledgment of receipt by the Purchaser of such notices and/or an amendment to this Agreement including such warning clauses and all schedules, plans, statements attached to the agreement and as required by the subdivision agreement, and the Purchaser's acknowledgment of receipt of same.

City of Vaughan

4.17. Immediately following the registration of the Plan of Subdivision, the Owner of **Lot 1,** within the Plan of Subdivision (collectively the "Burdened Lands"), shall register a restrictive covenant pursuant to Section 119 of the Land Titles Act (Ontario), on title to the Burdened Lands thereto, which prohibits the installation and use of any gate in the boundary fencing or access point from the Burdened Lands to the abutting lands external to the Lands, (Part of PIN 03346-0249 LT) , (the "Benefiting Lands"). The restrictive covenant shall run with the Burdened Lands for a minimum of 999 years. The Owner acknowledges and agrees that it shall not cause or permit others to install, build, erect or use any gate within the boundary fencing or any access point from the Burdened Lands to the Benefiting Lands.

4.18. Immediately following the registration of the Plan of Subdivision, the Owner of **Lots 241 to 262, inclusive, and Blocks 287 to 289,** inclusive, within the Plan of Subdivision (collectively the "Burdened Lands"), shall register a restrictive covenant pursuant to Section 119 of the Land Titles Act (Ontario), on title to the Burdened Lands thereto, which prohibits the installation and use of any gate in the boundary fencing or access point from the Burdened Lands to the abutting the lands of TransCanada Pipeline Limited, (Part of PIN 03346-0136 LT) (the "Benefiting Lands"). The restrictive covenant shall run with the Burdened Lands for a minimum of 999 years. The Owner acknowledges and agrees that it shall not cause or permit others to install, build, erect or use any gate within the boundary fencing or any access point from the Burdened Lands to the Benefiting Lands.

4.19. Immediately following the registration of the Plan of Subdivision, the Owner of **Blocks 290 to 293,** inclusive, within the Plan of Subdivision (collectively the "Burdened Lands"), shall register a restrictive covenant pursuant to Section 119 of the Land Titles Act (Ontario), on title to the Burdened Lands thereto, which prohibits the installation and use of any gate in the boundary fencing or access point from the Burdened Lands to the abutting the lands of York Region (Weston Road, Part of PIN 03345-0001 LT) (the "Benefiting Lands"). The restrictive covenant shall run with the Burdened Lands for a minimum of 999 years. The Owner acknowledges and agrees that it shall not cause or permit others to install, build, erect or use any gate within the boundary fencing or any access point from the Burdened Lands to the Benefiting Lands.

5.1. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers are advised that the planting of trees on City boulevards in front of residential units is a requirement of this Agreement. A drawing showing conceptual locations for boulevard trees is included as an Approved Plans and Drawings in Schedule J of this Agreement. This is a conceptual drawing only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice."

"The City has not imposed a "tree fee" or any other fee which may be charged as a condition of purchase for the planting of trees. Any "tree fee" paid by purchasers for boulevard trees does NOT guarantee that a tree will be planted on the boulevard in front or on the side of the dwelling."

5.2. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision that may abut a public highway, walkway, park, open space or similar public space:

"Purchasers and/or tenants are advised that fencing along the property lines of lots and blocks abutting public lands is a requirement of this Agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private Lands and totally clear of any 0.3 metre reserve, as shown on the Approved Plans and Drawings.

The City has taken Financial Securities from the Owner (Block 41 – 28E Developments Limited) as security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the purchasers and/or tenants to the City and/or Owner/developer, for fencing, is NOT a requirement of this Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or York Region and shall be maintained by the Owner until Final Assumption of the services within the Plan of Subdivision. Thereafter, the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot or block owner. Landscaping provided on York Region right-of-ways by the Owner or the City for aesthetic purposes shall be approved by York Region and maintained by the City with the exception of the usual grass maintenance."

5.3. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are not permitted to remove, replace nor change the layout and the design of the chain-link, wood privacy, acoustical and post and rail fences supplied and installed by the Owner. In addition, purchasers and/or tenants are not permitted to change the colour of the wood fence stain."

5.4. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are not permitted to supply and install fence extensions. In addition, purchasers and/or tenants are not permitted to supply and install fencing, masonry works and landscaping within the City's or York Region's property. All encroachments within public lands are subject to removal by the Owner or the City at the expense of the purchasers and/or tenants."."

5.3 The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are not permitted to remove, replace nor change the layout and the design of the chain-link, wood privacy, acoustical and post and rail fences supplied and installed by the Owner. In addition, purchasers and/or tenants are not permitted to change the colour of the wood fence stain

5.4. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision that may abut a public highway, walkway, park, open space or similar public space:

"Purchasers and/or tenants are not permitted to supply and install fence extensions. In addition, purchasers and/or tenants are not permitted to supply and install fencing, masonry works and landscaping within the City's or York Region's property. All encroachments within public lands are subject to removal by the Owner or the City at the expense of the purchasers and/or tenants

5.5. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan By-Law 001-2021 as amended or superseded, as follows:

(a) The maximum width of a driveway shall be 6 metres measured at the road curb, provided circular driveways shall have a maximum combined width of 9 metres measured at the road curb.
(b) Driveway in either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Width of Driveway
Less than 6m	2.9
6.0 - 6.99m 7.0 - 8.99m 9.0 – 11.99m 12.0m and greater	3.5m 3.75m 6.0m 9.0m

[1] The Lot Frontage for Lots between 6.0 – 11.99m shall be comprised of a Minimum of thirty-three percent (33%) Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.19.1 of Zoning By-law 001-2021.

[2] The Lot Frontage for Lots 12.0m and greater shall be comprised of a Minimum of fifty percent (50%) Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.19.1. of Zoning By-law 001-2021.

5.6. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this Agreement.

The City has taken Financial Securities from the Owner (Block 41 – 28E Developments Limited) as security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the purchasers/tenants to the City and/or Owner/developer, for lot grading purposes, is NOT a requirement of this Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord."

5.7. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are hereby put on notice that the Telecommunications Act (Canada) and the Canadian Radio-television and Telecommunications Commission authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the Lands provide sufficient service and facilities to meet their needs.

5.8. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that this plan of subdivision is designed to include rear lot catch basins. The catch basin is designed to receive and carry only clean stormwater for the purposes of maintaining appropriate drainage on the lot or block and shall not be modified or removed. It is the homeowner's responsibility to maintain the rear lot catch basin in proper working conditions by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catch basin. The rear lot catch basins are shown on the Approved Plans and Drawings and the location is subject to change without notice."

5.9. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that their rear yard lot area has been designed to incorporate an infiltration trench system to achieve groundwater balance. It is the responsibility of the homeowner to maintain the infiltration trench systems in good operating condition, which may include periodic cleaning of the rear yard catch basin. No planting activity or structures are permitted on the infiltration trenches."

5.10. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner/developer in its Sales Office."

5.11. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the dwelling occupants."

5.12. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for Lots 114, 160 to 162, 261 and 262, and Blocks 272, 273, 283 to 289, 290, 292, 293, 294, 295 to 299, within the Plan of Subdivision:

"Purchasers and/or tenants are advised that air conditioning units are to be located on the lot in compliance with the provisions of the City of Vaughan By-Law 001-2021, as amended or superseded."

5.13. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for the dwelling unit on **Lots 36 to 39, 64 to 66, 81, 82, 110 to 113, 138, 139, 159, 170, 171, 192, 199 to 210, 235 to 260**, and **Blocks 263 to 271, 275 to 282, 302 and 310**, within the Plan of Subdivision:

"Purchasers and/or tenants are advised that, despite the inclusion of noise control features within the development area, road traffic noise will continue to increase occasionally interfering with some activities of the dwelling occupants. This dwelling has, therefore, been equipped with forced air heating and ducting, etc. sized to accommodate the future installation of air conditioning by the purchaser and/or tenant. The location of the air conditioning unit on the lot shall be in compliance with the provisions of City of Vaughan By-Law 001-2021, as amended or superseded."

5.14. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and tenants are advised that the public walkway will be maintained to a lesser standard than local public roads.

5.15. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that public transit routes have not been determined for the area within the Plan of Subdivision, however, Weston Road, Arch Bridge Drive, and Phoenix Avenue may be subject to public transit bus traffic."

5.16. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the Owner (Block 41 – 28E Developments Limited) has made a contribution towards waste diversion containers for each residential unit as a requirement of this Agreement. The City has taken this contribution from the Owner/developer to off-set the cost for the waste diversion containers, therefore, direct cash deposit from the purchasers or tenants to the Owner for waste diversion containers purposes is NOT a requirement of the City of Vaughan. The City of Vaughan does not control the return of such deposits, and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord. The intent of this initiative is to encourage the home purchasers or tenants to participate in the City's waste diversion programs and obtain their waste diversion containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, (905) 832-8562; the JOC is located on the north side of Rutherford Road just west of Melville Avenue."

5.17. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for the most southerly dwelling unit on **Block 290**, and the most northerly unit on **Block 291**, within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the property lot abuts a pedestrian walkway and that noise and lighting should be expected from the designed active use of the walkway. Due to the nature of the lot development, a 1.8 metres high wood privacy fence has been constructed abutting the walkway boundary with all fencing material, including foundations, totally on within the private lot as per City Walkway Standard."

5.18. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that Tyrone Road, Treble Street, Inkle Street, Jewison Street, Phoenix Avenue and Deborough Drive ending in a dead end or cul-de-sac will be extended in the future to facilitate the

development of adjacent lands, and the temporary vehicular turn-around and will be removed without further notice."

5.19. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for abutting or in proximity of any open space, valleylands or woodlots within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the adjacent open space, valleylands or woodlot may be left in a naturally vegetated condition and receive minimal maintenance."

5.20. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the neighbourhood municipal park(s) may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City."

5.21. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the lot abuts a neighbourhood municipal park of which noise and lighting may be of concern due to the nature of the park for active recreation. The park may be subject to future redevelopment resulting in additional/revised and/or renewed recreational opportunities that may result in increase in usage, lighting, and/or noise."

5.22. The following clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all **Lots 66, 81, 82, 138, 139, 170, 171 256 to 262, most westerly dwelling unit on Block 266 and Block 279**, **most easterly dwelling unit on Block 265 and Block 280, Blocks 277, 273, 290, 293 and 294** within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the acoustic berm and "as recorded" on the lot shall be maintained, repaired and/or replaced by the homeowner following Final Assumption of the subdivision."

5.23. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that any encroachment and/or dumping from the lot to the open space, valleylands and/or woodlot area prohibited."

5.24. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for **lots 1** within the Plan of Subdivision:

"Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the school site, open space, public road and/or walkway woodlot, and/or park is prohibited."

5.25. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that their rear yard lot area has been designed to incorporate an infiltration trench or soak-away pit system to achieve groundwater balance. It is the responsibility of the homeowner to maintain the infiltration trench or soak-away pit systems in good operating condition, which may include periodic cleaning of the rear yard catch basin/no planting activity or structures are permitted on the infiltration trenches and soak-way pits."

5.26. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers/tenants are advised that sounds from the TransCanada PipeLines Ltd. Station 130 Compressor Station may be audible at times."

5.27. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers/tenants are advised this dwelling is within a Class 4 area under Ministry of the Environment, Conservation and Parks noise guideline NPC-300 and that it is assumed that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and

exterior doors to remain closed. Notwithstanding any noise mitigation at source or in the design of this development and individual dwellings, noise from the TransCanada PipeLines Ltd. Station 130 Compressor Station may at times interfere with some activities of the dwelling occupants. In the event of such an occurrence, residents are advised to close the windows."

5.28. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

(a) "Notice of the easement within or in proximity to the property which may be affected by development activities on the property;
(b) Notice of the location of the TransCanada PipeLines Ltd. compressor station facility, known as "Station 130-Maple", within 750 metres of the Subject Lands; c. Notice of the 30 metre Prescribed Area as regulated by the CER Act;
(c) The number of high-pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
(d) The setback for all permanent structures and excavations from the limits of the TransCanada PipeLines Ltd. pipeline right-of-way; and,
(e) The One Call number 1-800-400-2255 and website ClickBeforeYouDig.com or ontarioonecall.ca."

5.29. The following warning clause shall be included in all offers of purchase and sale, agreements of purchase and sale and lease agreements for all lots and blocks within the Plan of Subdivision:

"Purchasers and/or tenants are advised that due to the proximity of the future and existing industrial facilities, sound levels from the facilities may at times be audible."

York Region

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants."

TCE

19. The Proponent shall include notice of the following in all offers of purchase and sale:

a. Notice of the easement within or in proximity to the property which may be affected by development activities on the property;
b. Notice of the location of the TCPL compressor station facility, known as "Station 130-Maple", within750 metres of the Subject Lands;
c. Notice of the 30 metre Prescribed Area as regulated by the CER Act;
d. The number of high-pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
e. The setback for all permanent structures and excavations from the limits of the TCPL Pipeline Rightof-Way; and,
f. The One Call number 1-800-400-2255 and website ClickBeforeYouDig.com or ontarioonecall.ca

Noise

Lots 261, 262, Blocks 272, to Block 274, Block 290 to 297

A. "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment."

C. "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels may exceed the noise guidelines of the Municipality and the Ministry of the Environment."

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

Lot 260, Lots 66, 81, 82, 138, 139,170, 171, 256 to 259, Blocks 265, 266, 279, 280, Lots 36 to 39, 64, 65, 110 to 113, 159, 192, 199 to 210, 235 to 255, Blocks 263, 264, 267 to 271, 275 to 278, 281, 282, 302, 310

B. "This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment".

C. "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels may exceed the noise guidelines of the Municipality and the Ministry of the Environment."

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

Lots 114, 160 to 162, Blocks 283 to 286, 298, 299, Blocks 287 to 289

A. "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment."

C. "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels may exceed the noise guidelines of the Municipality and the Ministry of the Environment."

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

E. "Purchasers/tenants are advised this dwelling is within a Class 4 area under Ministry of the Environment, Conservation and Parks noise guideline NPC-300 and that it is assumed that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed. Notwithstanding any noise mitigation at source or in the design of this development and individual dwellings, noise from the TCPL Station 130 Compressor Station may at times interfere with some activities of the dwelling occupants. In the event of such an occurrence, residents are advised to close the windows."
All other lots

D. "Purchasers/tenants are advised that sounds from the TCPL Station 130 Compressor Station may be audible at times".

Developer
Be advised that notwithstanding that there may be layby parking abutting or adjacent to a dwelling unit, there is no guarantee of a reserved parking spot nor is there any guarantee that overnight parking may be permitted by the City.

Purchasers and/or tenants, respecting laneways are advised that:

a) the public laneway will be maintained to a lesser standard than local public streets;
b) snow clearing, plowing and sanding operations for the public laneway will occur only after all city streets have been cleared, plowed, and/or sanded, and either 15 cm or more snow has fallen or severe rutting has occurred; and,
c) lighting in the public laneway will only occur from light fixtures installed on the property Owner's garage, and the light fixtures shall be operated and maintained by the property Owner at the expense of the property Owner

Purchasers are advised that the developer will not consent to applications related to substantive grade changes and / or curb cuts until such time as the City assumes the subdivision.

Client Initial:_____

Client Initial: _____

Client Initial: _____

SCHEDULE 'GST/HST'

1. In July of 2010, the Ontario government enacted legislation to provide a rebate of a part of the provincial portion of the HST charged on the purchase of newly-constructed or substantially-renovated homes to qualifying purchasers, the Ontario New Housing Rebate (the "**Ontario NHR**"), to a maximum amount of $24,000.00.

2. On March 12 2026, the Federal government enacted legislation to provide a rebate of the GST (or federal portion of the HST) for first time home buyers of new homes with a purchase price under $1,500,000.00 (the "**Federal FTHB Rebate**") for agreements of purchase and sale entered into on or after March 20, 2025.

3. In October of 2025, the Ontario government announced similar legislation to provide a rebate of the provincial portion of the HST for first time home buyers of new homes with a purchase price under $1,500,000.00 (the "**Provincial FTHB Rebate**").

4. The Provincial FTHB Rebate and the Federal FTHB Rebate apply to qualifying purchasers of new homes purchased pursuant to agreements of purchase and sale entered into between March 20, 2025 and December 31, 2030, where construction of the new homes commenced on or before December 31, 2030, and for which construction was substantially completed on or before December 31, 2035. The Provincial FTHB Rebate and the Federal FTHB Rebate are both phased out for new homes with a purchase price between $1,000,000.00 and $1,500,000.00. There is no Provincial FTHB Rebate nor any Federal FTHB Rebate for homes with a purchase price at or above $1,500,000.00. The Federal FTHB Rebate and Provincial FTHB Rebate are available to "first-time home buyers". To be considered a first-time home buyer, all of the following must be true:

   (a) the buyer is at least 18 years of age;

   (b) the buyer is either a Canadian citizen or a permanent resident of Canada;

   (c) the buyer has not lived in a home, whether in or outside Canada, that the buyer owned or that the buyer's spouse or common-law partner owned in the calendar year or in the four preceding calendar years;

   (d) the buyer meets the above criteria at the time when ownership of the home is transferred to the buyer;

   (e) neither the buyer, nor the buyer's spouse or common-law partner (if applicable), has previously received a Federal FTHB Rebate or Provincial FTHB Rebate;

   (f) the buyer must be the first person to live in the home after the construction is finished; and

   (g) the buyer meets the eligibility criteria for the Ontario NHR.

5. On March 25, 2026, the Ontario government also announced an expansion of the Ontario NHR for newly-constructed or substantially-renovated homes, the **Ontario Enhanced New Housing Rebate**, (the "**Ontario ENHR**") purchased pursuant to agreements of purchase and sale signed between April 1, 2026 and March 31, 2027 and where construction of the new homes commenced on or before December 31, 2028, and for which construction was substantially completed on or before December 31, 2031. The Ontario ENHR was enacted in June of 2026.

6. In June of 2026, the province of Ontario announced it would provide additional top-up relief, with an amount equivalent of up to the 5% federal part of the HST, the Ontario New Home Affordability Payment (the "**ONHAP**"), to a maximum of $50,000.00. To be eligible for the ONHAP, individuals must be eligible for and have received the Ontario ENHR.

   For purchase prices up to $1,000,000.00, the Ontario ENHR and the ONHAP, together, provide relief equivalent to the full 13% HST. The combined relief provided by the Ontario ENHR and the ONHAP is capped at a maximum flat amount of $130,000.00 for purchase prices above $1,000,000.00 up to $1,500,000.00. For purchase prices above $1,500,000.00 and below $1,850,000.00, the Ontario ENHR and the ONHAP are proportionately reduced. There is no Ontario ENHR nor ONHAP for homes with a purchase price at or above $1,850,000.00

7. The Purchaser acknowledges and agrees that although the laws and/or regulations required to permit the Federal FTHB Rebate, the Provincial FTHB Rebate, the Ontario ENHR, and/or the ONHAP have been enacted, the Federal and Ontario governments may further condition or revise the terms of any or all of the Ontario NHR, Federal FTHB Rebate, the Provincial FTHB Rebate, the Ontario ENHR and/or the ONHAP. The Vendor shall not be responsible for any changes to the conditions or terms of eligibility for any or all of the rebate programs.

8. Further, the Vendor makes no representation whatsoever as to the applicability of the Federal FTHB

Rebate, the Provincial FTHB Rebate, the Ontario NHR, the Ontario ENHR, and/or the ONHAP to the herein transaction.

9. The Purchaser and the Vendor acknowledge and agree that, notwithstanding any provisions of this Agreement to the contrary and, without limiting the foregoing, despite any provision in this Agreement that indicates that the Purchase Price includes any portion of the GST/HST payable thereon:

   (a) GST/HST applies to this transaction;

   (b) Such GST/HST is **in addition to** the Purchase Price;

   (c) Such GST/HST shall be payable by the Purchaser to the Vendor on the Closing Date;

10. The rebates, payment programs, or incentives listed below and identified by an "X" in the box opposite their respective names shall be deemed to be an "**Assigned HST Rebate**" or "**Assigned HST Rebates**", if more than one is identified by an "**X**", as those terms are defined within Section 27 of Schedule 'X' of this Agreement;

Ontario NHR	☐
Provincial FTHB Rebate	☐
Federal FTHB Rebate	☐
Ontario ENHR	☐
ONHAP	☐

The rebates, payment programs and/or incentives listed above which are not identified with an "X" in the box opposite their respective names shall be defined as "**Available GST/HST Rebates**" as that term is defined in Schedule 'X' paragraph 27. **For greater certainty, and in accordance with Schedule 'X' paragraph 27 (f), the Vendor may, in its sole, absolute and unfettered discretion, may require that the Purchaser apply directly for any Assigned HST Rebate or Assigned HST Rebates after Closing notwithstanding that such assignment of an Available GST/HST Rebate or Available GST/HST Rebates were previously accepted by the Vendor.**

11. The Purchaser acknowledges and understands that if they are a first-time home buyer, the government may require that the Purchaser apply for the Federal FTHB Rebate and the Provincial FTHB Rebate and the federal or provincial government may not permit the Purchaser to apply for the Ontario NHR, the Ontario ENHR, and/or the ONHAP. The Purchaser is advised to consult their own accounting and legal professionals to make a determination on their eligibility for any of the "**Available GST/HST Rebates**" as that term is defined in Schedule 'X' paragraph 27. Notwithstanding paragraph 10 herein, if the Purchaser is a first-time home buyer it will be at the Vendor's sole and unfettered and absolute discretion to decide whether to accept the assignment of any or all of the Ontario NHR, the Ontario ENHR, and/or the ONHAP from the Purchaser. If the Vendor decides not to accept the assignment of any of the Ontario NHR, the Ontario ENHR, and/or the ONHAP from the Purchaser, who is a first time home buyer, then the Purchaser acknowledges and agrees that they will have to pay the full GST/HST exigible on the Closing Date less the Assigned HST Rebate or Assigned HST Rebates, if any, and they shall be entitled to make an application to claim Available GST/HST Rebates, if any, directly from the Government following the Closing Date and the Vendor would disclaim any right to such Ontario NHR, Ontario ENHR, and the ONHAP rebates.

12. The Vendor makes no representation or warranty whatsoever that the Purchaser, this transaction or the subject project or Property will qualify for any of the Available GST/HST Rebates. The Purchaser is advised and agrees to consult their own accounting and legal professionals to make a determination on their eligibility for any Available GST/HST Rebate.

13. The Purchaser acknowledges that the Vendor shall not, under any circumstances whatsoever, be liable for, and the Purchaser hereby fully and completely releases, indemnifies and saves harmless the Indemnified Parties (as defined in subparagraph 27(e) of Schedule 'X') from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any one, more or all of the Indemnified Parties, or which they may sustain, by reason of the Purchaser not qualifying for, being entitled to, or not receiving the benefit (in whole or in part) of, any of the Ontario NHR, the Provincial FTHB Rebate, the Federal FTHB Rebate, the Ontario ENHR and/or the ONHAP, whether or not any of the same constitutes an Assigned HST Rebate, for any reason whatsoever, including, without limitation:

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

   (b) the cessation, alteration, modification and/or expiry of any of the Ontario NHR, the Provincial

FTHB Rebate, the Federal FTHB Rebate, the Ontario ENHR and/or the ONHAP, or any of the legislation, regulations and/or other frameworks enacted by the Government in order to give effect to same, including, without limitation, any successor legislation, regulations and/or other frameworks thereto; and

(c) the rejection, refusal or failure of the Government to accept, approve, review or process the Rebate Forms (as defined in subparagraph 27(e) of Schedule 'X') required for the Purchaser to be entitled to, or receive the benefit of, and/or assign to the Vendor, any of the Ontario NHR, the Provincial FTHB Rebate, the Federal FTHB Rebate, the Ontario ENHR and/or the ONHAP, for any reason, including, but not limited to, errors and/or omissions made in, and/or a failure to complete, any of the Rebate Forms, the use and/or submission of outdated or incorrect Rebate Forms, the failure to submit the Rebate Forms within the time limits permitted for doing so, ineligibility based on the date this Agreement was entered into, and/or a failure to satisfy the dates of commencement of construction and/or substantial completion of the home purchased pursuant to this Agreement.

The foregoing provisions shall not merge and shall survive the closing of the transaction contemplated by this Agreement and may be pleaded as an estoppel against any and all claims and demands that the Purchaser may attempt to make against any one, more or all of the Indemnified Parties.

14. The GST/HST applicable to this transaction is based on the Federal portion and the Provincial portion of the GST/HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay the same as an adjustment on the Closing Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. The Purchaser shall, at the Purchaser's own cost and expense, be responsible for the payment of the GST/HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively, the "**Applicable Taxes**") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

15. Notwithstanding anything contained in this Agreement to the contrary, the Vendor, in its sole, absolute and unfettered discretion, may require that the Purchaser apply directly for any Assigned HST Rebate or any of the Assigned HST Rebates after Closing notwithstanding that such assignment of an Available GST/HST Rebate or Available GST/HST Rebates were previously accepted by the Vendor. In such event the Purchaser shall pay to the Vendor on the Closing Date, the full amount of the GST/HST exigible for the within transaction of purchase and sale, as determined by the Vendor, in addition to the balance due on Closing, and the Assigned HST Rebate or Assigned HST Rebates shall not be assigned by the Purchaser to the Vendor on the Closing Date.

If, at any time on or prior to the Closing Date, (a) the Purchaser or the Purchaser's solicitor advises the Vendor or the Vendor's solicitor that the Purchaser is not entitled to any of the Assigned HST Rebate or Assigned HST Rebates, for any reason whatsoever, (b) any of the Assigned HST Rebate or Assigned HST Rebates are reduced or withdrawn by the Government and not replaced with equivalent incentives, (c) any of the Assigned HST Rebate or Assigned HST Rebates are not or cannot be assigned to the Vendor (or to such other party as the Vendor may otherwise require or direct), (d) the Vendor believes (in the Vendor's sole, absolute, subjective and unfettered discretion) that the Purchaser does not qualify for the Assigned HST Rebate or Assigned HST Rebates (or any one of them, as applicable) for whatever reason, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, (e) the Purchaser has purchased more than one residential dwelling in the project; (f) the Purchaser is an assignee pursuant to a permitted assignment of this Agreement; (g) the construction and/or the substantial completion of the home purchased pursuant to this Agreement has not occurred by the applicable cutoff date with respect to the Assigned HST Rebate or Assigned HST Rebates (or any one of them, as applicable), and/or (h) the Vendor believes (in the Vendor's sole, absolute, subjective and unfettered discretion) that the Government's acceptance, approval, review or processing of the GST/HST rebate forms will be delayed, postponed, deferred or will exceed the Vendor's expected timelines with respect to same, then, notwithstanding anything hereinbefore or hereinafter provided to the contrary, on the Closing Date the Purchaser shall pay to the Vendor (or to such other party as the Vendor may otherwise require or direct) an amount equal to the Assigned HST Rebate or Assigned HST Rebates that will not or cannot be assigned to the Vendor.

16. Regardless of whether or not the Purchaser is a registrant under the Excise Tax Act, the Purchaser shall not be entitled to self-assess the HST payable in respect of this transaction.

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

18. The Purchaser acknowledges and agrees that the Purchaser's qualification for any of the aforementioned rebate programs is not a condition of the Agreement.

19. The details with respect to the rebates described herein and their qualification criteria are current as at August 25, 2026.

Dated:_____

Vendor's Initials:_____

Client Initial:_____

Client Initial:_____

Client Initial:_____

SCHEDULE “D” – Deposit Protection

The purchaser hereby acknowledges that they have been advised by the Vendor to notify Tarion, within 45 days of signing this purchase and sale agreement, that they have entered into this agreement of purchase and sale in order to qualify for the maximum amount of deposit coverage currently available from Tarion.

The Purchaser can notify Tarion by visiting the Tarion website and registering the purchase agreement. This can be done at the following address:

https://myhome.tarion.com/s/purchase-agreement-registration and by clicking the “Enter Information Manually” button towards the bottom of the page.

Client Initial:_____

Client Initial: _____

Client Initial: _____

Property Lot: 1

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 OPUS Homes (Block 41) Inc
Full Name(s)

PURCHASER info@mail.com
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:

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 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:

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:

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.

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:

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

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

Acknowledged this day of _____, _____, _____.

VENDOR: OPUS Homes (Block 41) Inc PURCHASER: _____

_____ _____

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 OPUS Homes (Block 41) Inc
Full Name(s)

B64390	331 CITYVIEW BLVD, SUITE #201
HCRA Licence Number	Address
905-832-2522	VAUGHAN ONTARIO L4H 3M3
Phone	City Province Postal Code
905-832-2588	INFO@OPUSHOMES.COM
Fax	Email*

PURCHASER
Full Name(s)

		Ontario	
Address	City	Province	Postal Code
Phone			
Fax	Email*		

PROPERTY DESCRIPTION

Municipal Address

City Province Postal Code

Lot:

Short Legal Description

Number of Homes in the Freehold Project _____ (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision. ⊗ Yes ○ No
If yes, the plan of subdivision is registered. ○ Yes ⊗ No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ⊗ Yes ○ No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property. ⊗ Yes ○ No

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

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

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

(d) Commencement of Construction: ○ has occurred; or ○ is expected to occur by the 3 day of May , 2027 .

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

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

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

(a) **Completing Construction Without Delay**: The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
(b) **First Tentative Closing Date**: The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
(c) **Second Tentative Closing Date**: The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at 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 ag ree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

  (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
  (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
  (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

(iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:

i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full 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**

(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":

Condition #1
Description of the Early Termination Condition:

Schedule "X" (11) Confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction, as more particularly described in Paragraph 11 of the Agreement. This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. This condition must be satisfied or waived within sixty (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 6(l) of this Addendum.

The Approving Authority (as that term is defined in Schedule A) is N/A – Condition for the benefit of the Vendor. The Vendor shall approve.

The date by which Condition #1 is to be satisfied is as per the time period set out in the Clause reproduced above.

Condition #2
Description of the Early Termination Condition:

Schedule "X" (2) The Purchaser(s) acknowledges that the model type indicated in this Agreement has been preliminarily sited and is subject to final siting approval by the Municipality, the Architectural Control Committee, the control architect (the "Control Architect") or the Vendor's surveyors. In the event such final siting approval is not obtained from any of the foregoing, the Purchaser(s) shall be given the first opportunity to submit an offer for a model type that does meet final siting approval for this particular lot. In the event an Agreement for another model type is not consummated within five (5) days of notification to the Purchaser(s) of which model type does meet the final siting approval requirements, this Agreement shall be at an end, the Purchaser(s) shall be entitled to a refund of the deposit money, without interest, but in no event shall the Vendor or the Agent be liable for any damages or costs whatsoever.The Approving Authority (as that term is defined in Schedule A) is: Municipality, the Architectural Control Committee, the Control Architect or the Vendor's surveyors.

The date by which **Condition #2** is to be satisfied is 90 days before the First Tentative Closing Date.

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.

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 acknow ledgement 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"):

(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.

"Critical Dates" means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser's Termination Period.
"Delayed Closing Date" means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.
"Early Termination Conditions" means the types of conditions listed in Schedule A.
"Firm Closing Date" means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.
"First Tentative Closing Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.
"Outside Closing Date" means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.
"Property" or "home" means the home including lands being acquired by the Purchaser from the Vendor.
"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).
"Second Tentative Closing Date" has the meaning given to it in paragraph 1(c).
"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.
"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.
"Unavoidable Delay" means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.
"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

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 Appro ving 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.

See Schedule "X" Paragraph 9 (a)	**Hydro, Water & Gas Meter/Connection**	**$1,600.00**
See Schedule "X" Paragraph 9 (h)	**Driveway Paving Fee (Single Car Garage or Double Car Garage Rear Lane Apron)**	**$900.00**
See Schedule "X" Paragraph 9 (h)	**Driveway Paving Fee (Double Car Garage or Double Car Garage Lane Apron with Parking Pad)**	**$1,300.00**
See Schedule "X" Paragraph 9 (j)	**LSUC Transaction Levy**	**$65.00**
See Schedule "X" Paragraph 9 (p)	**Foundation Survey**	**$500.00**
See Schedule "X" Paragraph 37	**PAD fee for Deposits & Upgrades**	**$300.00**
See Schedule "X" Paragraph 9 (f)	**NSF Charges, per occurrence if applicable**	**$250.00**
See Schedule "X" Paragraph 9 (g)	**Late Changes Model Type**	**$1,500.00**
See Schedule "X" Paragraph 9 (m) (i) (ii) (iii)	**Purchaser's Request for Late Changes (Vendor's Fee), per occurrence if applicable**	**$250.00**
See Schedule "X" Paragraph 9 (m) (i) (ii) (iii)	**Purchaser's Request for Late Changes (Vendor's Lawyer Fee), per occurrence if applicable**	**$600.00**
See Schedule "X" Paragraph 9 (q)	**Late home deposit and/or décor/extra deposit, per occurrence if applicable**	**$250.00**
See Schedule "X" Paragraph 9 (n)	**Failure to Reschedule or Missed Décor Appointment fee, per occurrence if applicable**	**$250.00**
See Schedule "X" Paragraph 25 (h)	**Late Change to processed Selection fee, per item changed if applicable**	**$250.00**
See Schedule "X" Paragraph 17	**Vendor's Solicitors fee for each default notice sent relating to Purchaser's Breach**	**$500.00**

*ALL ABOVE PLUS HST

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

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

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

See Schedule "X" Paragraph 9 (b)	**Property Taxes**
See Schedule "X" Paragraph 9 (c)	**Tarion/HCRA Enrollment Fee**
See Schedule "X" Paragraph 9 (d)	**Development Charges**
See Schedule "X" Paragraph 9 (e)	**Retail sales tax on Chattels**
See Schedule "X" Paragraph 9 (o)	**Subdivision Aesthetic Enhancement**
See Schedule "X" Paragraph 3 (c)	**Siting Condition Adjustment, if applicable**
See Schedule "X" Paragraph 9 (i)	**The Rebate Reduction amount, if applicable**
See Schedule "X" Paragraph 9 (k)	**Monies owing to Vendor as a result of Purchaser(s) breach.**
See Schedule "X" Paragraph 9 (l)	**Cost of Vendor's Lein**
See Schedule "X" Paragraph 14 (b)	**Vendor's cost to replace laid sod, if applicable**
See Schedule "X" Paragraph 19 (b)	**Vendor's Lawyer's fee & Disbursements**
See Schedule "X" Paragraph 20	**Unlawful Works, cost to rectify**
See Schedule "X" Paragraph 9(k) & Paragraph 17	**Interest on Unpaid Monies, if applicable**
See Schedule "X" Paragraph 27	**GST/HST Rebate (If Purchaser not qualified)**
See Schedule "X" Paragraph 28	**HST on all adjustments**
See Schedule "X" Paragraph 3 (g)	**Unpaid Extras, if applicable**

*ALL ABOVE PLUS HST

Tarion Homeowner Warranty Fee (Effective September 1st, 2025)

Estimated Sales Price Range	Tarion Enrolment Fee	13% HST (on Tarion Enrollment Fee)	Total Per Home Amount to be Submitted to Tarion	HRCA Regulatory Oversight Fee	13% HST (on HCRA Regulatory Oversight Fee)	Total HCRA Fee + HST	TOTAL FEE TO SUBMIT TO TARION
Up to $300,000.00	$585.00	$76.05	$661.05	$170.00	$22.10	$192.10	$853.15
$300,000.01 - $350,000.00	$655.00	$85.15	$740.15	$170.00	$22.10	$192.10	$932.25
$350,000.01 - $400,000.00	$725.00	$94.25	$819.25	$170.00	$22.10	$192.10	$1,011.35
$400,000.01 - $450,000.00	$815.00	$105.95	$920.95	$170.00	$22.10	$192.10	$1,113.05
$450,000.01 - $500,000.00	$890.00	$115.70	$1,005.70	$170.00	$22.10	$192.10	$1,197.80
$500,000.01 - $550,000.00	$970.00	$126.10	$1,096.10	$170.00	$22.10	$192.10	$1,288.20
$550,000.01 - $600,000.00	$1,075.00	$139.75	$1,214.75	$170.00	$22.10	$192.10	$1,406.85
$600,000.01 - $650,000.00	$1,515.00	$196.95	$1,711.95	$170.00	$22.10	$192.10	$1,904.05
$650,000.01 - $700,000.00	$1,610.00	$209.30	$1,819.30	$170.00	$22.10	$192.10	$2,011.40
$700,000.01 - $750,000.00	$1,670.00	$217.10	$1,887.10	$170.00	$22.10	$192.10	$2,079.20
$750,000.01 - $800,000.00	$1,740.00	$226.20	$1,966.20	$170.00	$22.10	$192.10	$2,158.30
$800,000.01 - $850,000.00	$1,805.00	$234.65	$2,039.65	$170.00	$22.10	$192.10	$2,231.75
$850,000.01 - $900,000.00	$1,940.00	$252.20	$2,192.20	$170.00	$22.10	$192.10	$2,384.30
$900,000.01 - $950,000.00	$2,010.00	$261.30	$2,271.30	$170.00	$22.10	$192.10	$2,463.40
$950,000.01 - $1,000,000.00	$2,075.00	$269.75	$2,344.75	$170.00	$22.10	$192.10	$2,536.85
$1,000,000.01 - $1,250,000.00	$2,245.00	$291.85	$2,536.85	$170.00	$22.10	$192.10	$2,728.95
$1,250,000.01 - $1,500,000.00	$2,315.00	$300.95	$2,615.95	$170.00	$22.10	$192.10	$2,808.05
$1,500,000.01 - $1,750,000.00	$2,495.00	$324.35	$2,819.35	$170.00	$22.10	$192.10	$3,011.45
$1,750,000.01 - $2,000,000.00	$2,870.00	$373.10	$3,243.10	$170.00	$22.10	$192.10	$3,435.20
$2,000,000.01 - $2,250,000.00	$3,245.00	$421.85	$3,666.85	$170.00	$22.10	$192.10	$3,858.95
$2,250,000.01 - $2,500,000.00	$3,620.00	$470.60	$4,090.60	$170.00	$22.10	$192.10	$4,282.70
$2,500,000.01 - $3,000,000.00	$4,180.00	$543.40	$4,723.40	$170.00	$22.10	$192.10	$4,915.50
$3,000,000.01 - $3,500,000.00	$4,930.00	$640.90	$5,570.90	$170.00	$22.10	$192.10	$5,763.00
$3,500,000.01 - $4,000,000.00	$5,680.00	$738.40	$6,418.40	$170.00	$22.10	$192.10	$6,610.50
$4,000,000.01 or more	$6,055.00	$787.15	$6,842.15	$170.00	$22.10	$192.10	$7,034.25

*ALL ABOVE PLUS HST

Warranty Information for
New Freehold Homes

This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed Information visit **tarion.com** and log into our online learning hub at **www.tarion.com/learninghub**

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Continued…

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

About Tarion

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

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

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Toronto, ON M2N 6L9
877.982.7466 | tarion.com

Warranty Information for New Freehold Homes

Important information about registering your purchase agreement:

Purchaser Name:

Purchaser Email:

Home ID:

Registration Code:

Please use the Home ID and Registration Code to register your purchase agreement safely and securely with Tarion.

YOU MUST REGISTER your purchase agreement WITHIN 45 CALENDAR DAYS OF SIGNING.

Please register your purchase agreement here: http://Tarion.com/RegisterToday or Scan the QR Code to go to the registration page.

This information sheet also 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.

Visit tarion.com and log into our online learning hub at https://www.tarion.com/homeowners/homeowner-resources-hub

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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 first warranty form submission 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

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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.

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Toronto, ON M2N 6L9
877.982.7466 | tarion.com

- 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).
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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.

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Important Next Steps

1. Start your new home buying journey off right by registering your purchase agreement for your new home with Tarion. It's simple, fast, and allows Tarion to start providing you with key information on your builder's warranty coverage and other protections before you get the keys to your new home. Register here: https://myhome.tarion.com/s/purchase-agreement-registration

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2. 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.

3. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.

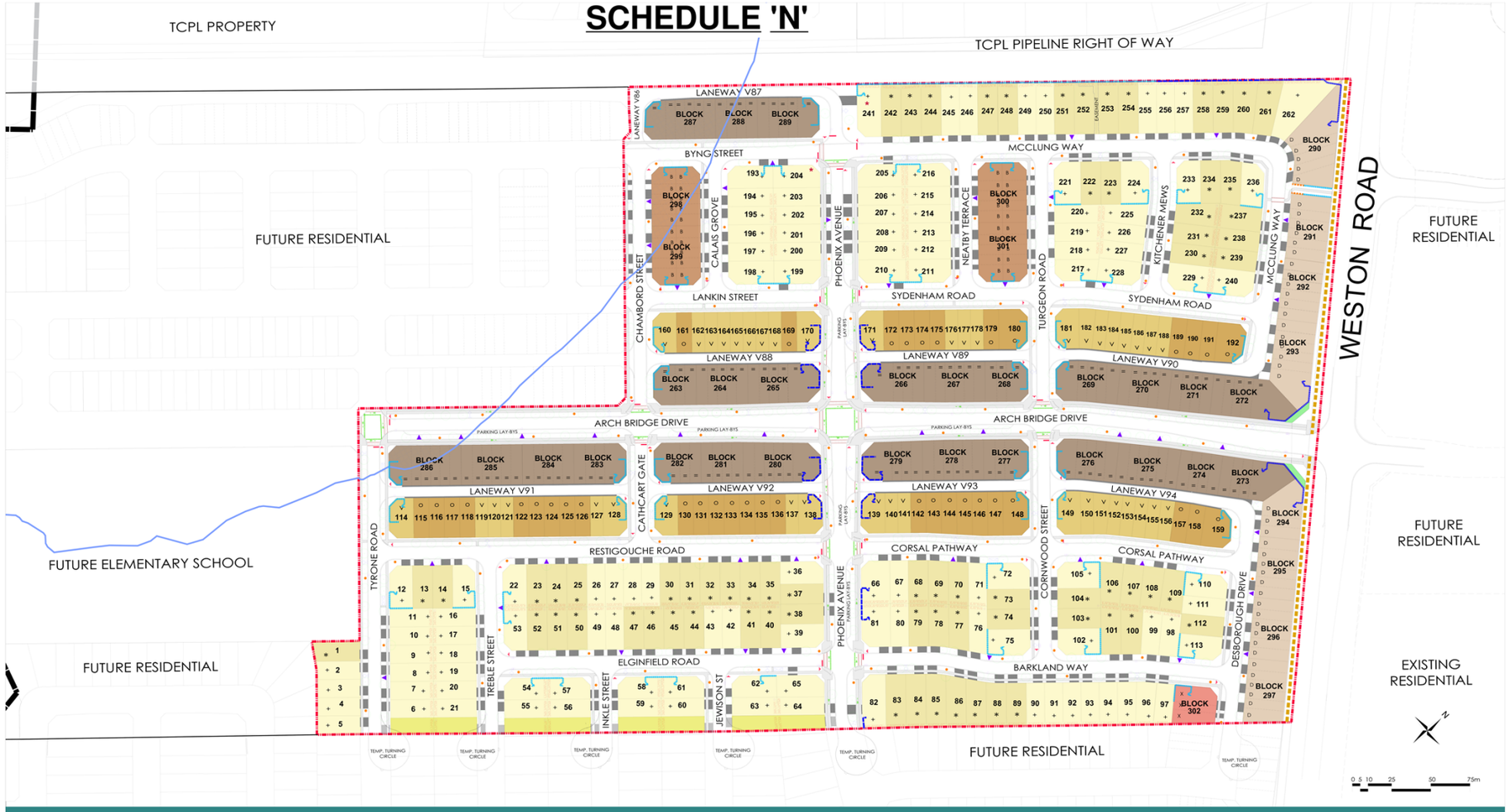
4. Register for Tarion's MyHome right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

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

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

SCHEDULE 'N'



Community Information Map Block 41-28E Developments Limited Draft Plan of Subdivision File #19T-24V004

LEGEND

- Subject Land
- 12.8m Single Detached
- 11.6m Single Detached
- 9.80m Single Detached Lane Access
- 8.15m Single Detached Lane Access
- 6.4m Back to Back Townhouse
- 6.1m Townhouse Lane
- 6.1m Dual Frontage
- 4.9m Townhouse Street
- Reserve Tail Reduction Required
- Future Development
- Entry Feature
- Driveway
- Sidewalk
- In-boulevard Cycle Path
- Street Light
- Hydro Transformer
- Fire Hydrant
- Infiltration Trench
- Catch Basin
- OPA 50 Noise Influence Area
- Canada Post Mailbox
- Tree
- Stop Sign
- Stop Bar
- Pedestrian Crosswalk
- Crossride / Cycle Track Crossing
- Future In-boulevard Multi-use Pathway
- 3.0m Acoustic Fence
- 2.4m Acoustic Fence
- 1.8m Acoustic Fence
- 1.8m Wood Privacy Fence
- 1.2m Decorative Metal Fence

WARNING CLAUSES:

THIS MAP IS INTENDED TO PROVIDE HOME BUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USE, PLEASE CALL (905) 832-8565 DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

THIS MAP IS BASED ON INFORMATION AVAILABLE IN OCTOBER 2026 AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS.

1. Extension of Phoenix Avenue and associated sidewalks and cycletracks may occur and are subject to change.

2. The design and layout of street trees within the public lands within this community are subject to change. The final location of the street trees will be determined through the detailed plan of subdivision process. Although the developer will make every effort to plant a minimum of one street tree in front of each home, limited spacing and restrictions caused by utility setback requirements may not allow for a street tree to be planted in front of some homes.

3. Door to door mail delivery will not be provided and community mailbox pads will be installed generally in locations shown on this plan and are subject to change. The final location of mailbox pads will be determined through the detailed plan of subdivision process.

4. The design and layout of fencing treatments are conceptual and subject to change. The final design and layout of the fencing treatments will be determined through the detailed plan of subdivision process. The developer will ensure that the fencing and footing are located entirely within the private lot limits. Any encroachments within public lands will be removed. Fence extensions by homeowners are not permitted. In addition, homeowners are not permitted to change the stain colour of the wood fencing.

5. Access gates are not permitted for fencing treatments along Weston Road, along the TCPL Pipeline Right of Way, along schools, entry features and walkways. Encroachments are also not permitted along the fences abutting these areas.

6. The design and layout of community entry features on public lands within this community are subject to change. Entry features shown in the builder's sales brochures may be constructed as shown or altered, at the City's discretion, without notification to purchasers. The final design of the community entry features will be determined through the detailed plan of subdivision process.

7. Purchaser and/or tenants are advised that lots abutting the "Open Space/ TCPL Easement area" are adjacent to three high-pressure natural gas pipelines. As a public space, it is prohibited to store materials or erect any structures in the Open Space/TCPL Easement area. Additionally, a TCPL compressor station facility (Station 130-Maple) is located west of, and within 750 metres, of this community. TCPL's facilities are regulated by the Canada Energy Regulator (CER) and any ground disturbance within 30m of the pipelines (prescribed area) requires written consent from TCPL (online application: writtenconsent.tcenergy.com). The setbacks for permanent structures from TCPL easement is a minimum 7 metres. If TCPL issues written consent to excavations/ground disturbances, a mandatory locate request must be made to the local One Call centre: 1-800-400-2255 or online to: ClickBeforeYouDig.com or ontarioonecall.ca.

FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USES, PLEASE CALL OR VISIT THE CITY OF VAUGHAN, DEVELOPMENT PLANNING DEPARTMENT, AT 2141 MAJOR MACKENZIE DRIVE, VAUGHAN, ON, L6A 1T1; (905)832-8585.

FOR DETAILED GRADING AND BERMING INFORMATION, PLEASE CALL THE DEVELOPER'S ENGINEERING CONSULTANT, SCHAEFFERS & ASSOCIATES LTD. AT (905)738-6100.

THIS MAP IS BASED ON INFORMATION AVAILABLE UPDATED UP TO NOVEMBER 2026, AND MAY BE REVISED OR UPDATED WITHOUT NOTIFICATION TO PURCHASERS.

Disclaimer: The shown configuration, including but not limited to, the road and lane design, trail, sign and driveway locations, sight triangles, and the location of utility boxes are subject to change.

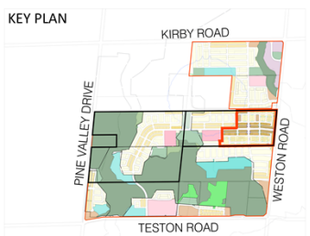
DRAFT PLAN TO BE APPROVED BY CITY

Reviewed by The City of Vaughan

Margaret Josipovic
Executive Director, Planning, Growth Management & Housing Delivery

Date:

KEY PLAN



- SUBJECT PROPERTY
- PLANNING BLOCK 41
- OTHER LANDS OWNED BY APPLICANT

VAUGHAN

Prepared by: MGP Malone Given Parsons. 140 Renfrew Drive, Suite 201 | Markham, ON | L3R 6B3 905 513 0170 | mgp.ca

Schedule “Y” – Purchaser’s Agency Disclosure Acknowledgement

The Purchaser(s) hereby acknowledge **Timberstone Realty Inc.** has an agency relationship with the Vendor, **OPUS Homes (Block 41) Inc.,** and will be compensated through the Vendor. This compensation is usually called commission and usually takes the form of a fee or payment from the Vendor of the \Property upon successful completion of the real estate transaction.

An agency relationship is created where one person, known as the principal, asks another person, known as the Agent, to act for/on behalf of the principal. The principal will define the nature and extend of the agency relationships are created when Vendors or Purchasers ask Realtors to act on their behalf in real estate transactions.

An Agent who represents a Principal (Vendor) owes the principal (Vendor) the highest duty of “upmost faith”, the Agent must always represent the principals (Vendors) best interest. The Agent owes their principal a duty of confidentiality regarding information about the principal (Vendor). However, the Purchaser(s) can expect the Realtor to disclose all pertinent information about the property, not to misrepresent any facts, and to honestly answer all the questions about the property. This has been a usual form of relationship for many years in the real estate industry.

As Purchaser(s), I/we confirm and acknowledge being advised that, and consent to the fact that **Timberstone Realty Inc.**, act as Agent only for the Vendor, **OPUS Homes (Block 41) Inc.,** and will be compensated only by the Vendor.

Date: This of ,

Client: _____

Client: _____

Client: _____

Schedule "Z" – One-Time Assignment

Notwithstanding anything to the contrary contained in the Agreement of Purchase and Sale to which this Schedule is annexed (the "**Agreement**"), and despite the fact that the Purchaser has warranted to the Vendor that the Purchaser is acquiring the Property for the personal use of the Purchaser or for one or more members of the Purchaser's immediate family, the parties hereto hereby confirm and agree to the following:

1. The Purchaser shall be permitted a one-time only right to assign the Purchaser's rights and interests in and to the Property arising under the Agreement, to one or more third parties, hereinafter collectively referred to as the "**Assignee**" **or** "**New Purchaser**", but only:

    a) If the Dwelling has not been listed for sale or lease and has not been advertised or marketed for sale or lease by on behalf of the Purchaser in any form;
    b) If the Vendor is sold out of said model;
    c) In accordance with the terms and provisions on the Vendor's standard form of assignment agreement, herein referred to as the **"Assignment Agreement"**, (will be provided upon request) and only if and when each of the following matters has been completed and satisfied, namely:

        i. Both the Purchaser and Assignee have obtained or received the requisite mortgage approval from a schedule 1 bank, or from another financial institution or lender which is satisfactory to the Vendor, in its sole, unfettered and absolute, discretion. The mortgage approval must be provided to the Vendor for it's review and approval.
        ii. All deposit monies are required to be paid by or on behalf of the Purchaser on account of the Purchase Price, save and except for those deposit monies that are yet to be due and payable, have been duly paid and remitted to the Vendor's solicitor and paid on time without default or delay.
        iii. A **free one-time assignment** of the property provided that the Purchaser pays to the Vendor on the date of execution and delivery of the Assignment Agreement any other applicable fees including the Vendor Solicitor's fee in the amount of $1,500.00 plus Applicable Taxes by way of certified cheque or bank draft.
        iv. The Assignee has provided valid identification to the Vendor along with date of birth, current address and contact information and solicitor information.
        v. Both the Purchaser and the Assignee have executed and delivered to the Vendor the Vendor's standard form of Assignment Agreement without any alteration or amendment thereto whatsoever and have delivered same to the Vendor for the ultimate execution by the Vendor along with assignment fee plus applicable taxes and additional legal fees plus applicable taxes by way of certified cheque or bank draft Plus HST at least 60 days prior to the Closing Date.
        vi. If any of the foregoing items, namely those listed in 1c) i. through 1c) v, are not complete in advance of the 60 days prior to the Closing Date then the Purchaser shall not be permitted to exercise its one-time right to assign their rights and interests in and to the Property arising under the Agreement.

2. The parties understand and agree that if, at any time before the Closing Date, the Dwelling has been listed, advertised, or marketed for sale or lease by or on behalf of the Purchaser, the Purchaser will be in breach of the Agreement of Purchase and Sale and will be permanently barred from exercising the right of assignment set out in this Schedule. If the Vendor elects to waive or remedy that default and proceed with completion of the transaction with the Purchaser, all provisions of paragraphs 15, 16 and 17 of Schedule "X" to the Agreement of Purchase and Sale will apply. No waiver of this breach will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of the Agreement.

3. Notwithstanding anything contained in this Schedule to the contrary, it is understood and agreed that this Schedule shall be deemed and construed to be inapplicable to this Agreement involving the Assignee and shall not be effective or enforceable by the Assignee and they shall not have any right to assign this Agreement nor their rights and interests in and to the Property under (or by virtue of) the Agreement, to any third party or parties.

4. The Purchaser acknowledges, understands and agrees that if an Assignment Agreement is executed by the relevant parties, then neither the Purchaser, herein, nor the Assignee shall be permitted to assign the HST Rebate or HST Rebates to the Vendor on the Closing Date. The Vendor will require the Assignee, or the Purchaser to pay the full amount of the GST/HST exigible for the within transaction of purchase and sale as determined by the Vendor, in addition to the balance due on Closing, and the HST Rebate or Rebates shall not be assigned by the Assignee or the Purchaser to the Vendor on the Closing Date.

5. The ultimate approval to grant and execute the Assignment Agreement is that of the Vendor in its sole, absolute and unfettered discretion.

6. The foregoing paragraphs represent additional paragraphs to the Agreement and other terms and provisions contained in the Agreement, save for those which are inconsistent with the terms and provisions of this Schedule, shall remain unchanged and in full force and effect in all respects.

Client: _____ Client: _____ Client: _____