



AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase "the Property" described below on the following terms:

Purchaser:
Vendor: Hallett Bronte Green Corporation
Real Estate Broker:
Lot No:
Street:
in the TOWN of OAKVILLE
Model Type:
Model Description:
Purchase Price:

DOB:
Site Staff:
Plan No: 20M-1223
Street:
in the TOWN of OAKVILLE
Model Type:
Model Description:
Purchase Price:

- The Following schedules and addendum, if attached, shall constitute and form part of this Agreement, namely Schedules:
Schedule "AD" - Purchasers Agency Disclosure
Schedule "E" - Extras
Schedule "F" - Restrictions, Warnings Etc. Pursuant to Subdiv. Agreement
Schedule "G" - Finishes, Upgrades & Additional Extras
Schedule "H" - House Plans
Schedule "I" - Specifications and Inclusions
Schedule "HBIM" - Home Buyers Information Map
Schedule "L" - Site Plan
Schedule "NC" - Non-Canadian
Schedule "X" - Agreement Clauses

TARION Warranty Corporation's and the Home Construction Regulatory Authority's Statement of Critical Dates, 'Addendum to Agreement of Purchase and Sale', and Warranty Information Sheet, together with the appendices and/or schedules to the Addendum outlining permitted Early Termination Conditions and Adjustments.

Date of Offer:

Irrevocable Date:

First Tentative

Closing Date:

(subject to Tarion Addendum)

Purchaser's Address:

Telephone:

SAMPLE

Purchaser:
Vendor: Hallett Bronte Green Corporation
Real Estate Broker:
Lot No:
Street:
in the TOWN of OAKVILLE
Model Type:
Model Description:
Purchase Price:

SIGNED, SEALED AND DELIVERED in the Presence of

Witness

Purchaser's Solicitor:
Complete Solicitor
Information to be
provided within 30
days of execution.

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

ACCEPTED this day of September 2024.

Vendor's Solicitors:
Agro Zaffiro LLP
21 King Street West, 11th Floor
Att: David A. Elliot, B.A., LL.B.
Hamilton, Ontario L8P 4W7
Tel. (905) 527-6877 Fax. (905) 527-6169

Hallett Bronte Green Corporation

Per:
Authorized Signing Officer

Schedule "F"

Restrictions, Warnings, Etc. Pursuant to Subdivision Agreements

- a) "All mail will require retrieval from designated Canada Post Boxes which will be located throughout the development" (SC)
- b) "Purchasers are advised that private landscaping is not permitted to encroach within the Town's road allowance, Natural Heritage System, Stormwater Management Ponds or any other Town property. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption."
- c) "Purchasers are advised that the Town current standards, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree, Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision, particularly on narrow building lots" (SC)
- d) "Purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes, cable/ telecommunication pedestals and on street parking restrictions located in front of their properties within the Town's road allowance or on easements" (SC)
- e) "Purchasers are advised that due to site specific sideyard setbacks and zoning restrictions, air conditioning units may not be able to be accommodated in the sideyard. Prior to proceeding to install an air conditioning unit the owner is to contact the Town of Oakville Zoning Section to confirm whether the unit can be accommodated"(SC)
- f) "Purchasers are advised that Catholic school accommodation may not be available for students residing in this area and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Further prospective purchasers are advised that the Halton District School Board and Halton Catholic District School Board will designate pick-up points for the children to meet the bus on roads presently in existence or other pick-up areas convenient to the Board, and that you are notified that school buses will not enter cul-de-sacs and private roads." (SC)
- g) "Purchasers are advised that an overall grade control plan has been approved for this Lot and Plan of Subdivision and the approved plan may allow/provide for lot through lot drainage arrangements. The overall drainage arrangement for the lands (including the subject lot) must be maintained for the overall benefit of the area and as such, the approved lot drainage arrangement (see approved lot grading plan for this lot) shall not be altered without the review/approval of the Town of Oakville" (SC)
- h) "Purchasers are advised that the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area; (SC)
- i) "Purchasers are advised that school buses will not enter a cul-de-sac and pick-up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed."
- j) "Purchasers are advised that nearby park facilities will attract people from outside the area and parking on the street by park users may be a common occurrence. Subject to compliance with municipal parking regulations, this on-street parking is deemed to be a legitimate use of the public road allowance" (SC)
- k) "Purchaser of lots 1, 4, and 5 are advised that their properties are subject to a municipal storm sewer drainage easement to accommodate rear lot catchbasins located on or adjacent to their lot or block"
- l) "Purchasers are advised that the Town may install lighting in the park for illumination and that the illumination may be visible from the subdivision" (SC)
- m) "Purchasers are advised that designated Transit Routes, service stops and/or shelters may be erected anywhere in the future. Purchasers are further advised that these Transit Routes will eventually connect to the future developments to the east and west of this subdivision"
- n) "Purchasers of lots or units in proximity to the proposed Park are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including, but not limited to walkways, bike paths, playgrounds, trails, sports fields (lit or unlit), splash pad." (SC)
- o) "Purchasers are advised that the park facilities may be used in the evenings and on weekends and that during peak periods, park visitors may park upon the street in front of their home" (SC)
- p) "Purchasers are advised that the installation of a private swimming pool is not permitted until the subject lot receives its necessary lot grading certification. This certification serves to confirm that the lot has been constructed according to the approved plans, including the approved lot grading plan". Once the subject lot has been certified, owners wishing to construct a pool will be required to secure the necessary permits that allow for its installation which may include modifications to the lots grading." (SC) "Purchasers are advised that overnight on-street parking on one side of the street may be available on the street in front of their home. The purchaser is advised to review the approved plan to determine which side of the street will accommodate on-street parking. Vehicles may be parked overnight on the street when a valid parking permit has been served for that vehicle. A permit does not entitle any owner to a particular space, nor does it entitle the vehicle to a space on the street, should all spaces be occupied by permit or otherwise." (SC)
- q) "Purchasers and/or tenants of units in Lots N/A are advised that they abut a Walkway Block, which will allow for public access. These walkways may be lit or unlit at certain times"
- r) "Purchasers adjacent to, or near channel blocks, and storm water management blocks are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkway and trails" (SC)
- s) "Purchasers are advised that the storm water management pond will contain a permanent pool of water. The pond is subject to fluctuating water levels due to rain events and is not to be used for recreational purposes. Purchasers are also advised that the Town reserves the right to install a public trail connection within this block" (SC)
- t) "Purchasers are advised that town-owned stormwater management ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements"
- u) "Purchasers are advised that this plan of subdivision was developed with a defined amount of on-street parking and that in order to ensure the continuance of this parking provision, no driveway widening will be permitted beyond that approved at the time the lot was developed. Exceptions may be considered by the town where driveway widening would not result in a loss of on-street parking spaces." (SC)

- v) "Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out routine maintenance such as grass and weed cutting."
- w) "Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park and servicing / walkway blocks are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, trails, sports field (lit or unlit), splash pad, skateboard park, tennis court, visitor parking, and/or multi-use courts. In addition to daytime use, park facilities may be used in the evenings and on weekends."
- x) "Purchasers and /or tenants are advised that gates are not permitted to be installed along any boundary fence adjacent to any lands intended for a park, school or Natural Heritage System."
- y) "Purchasers and/or tenants are advised that the homeowner's builder is responsible for the timing and coordination of rectifying lot grading matters which occur prior to assumption."
- z) "Purchasers and/or tenants are advised that home/business mail delivery will be from designated centralised mail boxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing"
- aa) "Purchasers are advised that Neighbourhood Parks may contain children's play equipment that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Neighbourhood Parks may also contain community mail boxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks."
- bb) "Purchasers are advised that driveway entrance widenings or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable."
- cc) "Purchasers of lots/units abutting, fronting and adjacent to the school site designated for the Halton District School Board are advised that temporary facilities / portables may be sited on the school site in order to accommodate pupils in excess of the school building capacity."
- dd) "Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent public parking along municipal roads except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent."
- ee) "Purchasers are advised that there is the potential for high water pressures within the subdivision"
- ff) "Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal" (SC)
- gg) Purchasers will give similar notices to their purchasers ad infinitum. No general release of any lot from the provisions of this agreement will release any Owner from the provisions of this section unless this section is specifically referred to in the release.
- hh) "Purchasers of Lots are advised that their properties abut lands which may be developed in the future."
- ii) "Purchasers of lots N/A are advised they their property abuts an existing sanitary sewer easement"
- jj) "Purchasers are advised that the road network including Saw What Boulevard and Stag Hollow may be extended in the future to adjacent lands to permit future development."
- kk) "Purchasers are advised that the road network including Charles Cornwall Avenue will be extended as a public road to Bronte Road in the future. Purchasers are advised that the road network including Merton Road will be extended as a public road to the extended Charles Cornwall Avenue in the future."
- ll) "Purchasers are advised that Bronte Road is intended to be widened to six lanes in the future by Halton Region."
- mm) Purchasers/tenants are advised that due to the operations of the Region of Halton's Regional Operation Centre, that noise, dust, traffic, maintenance, vibration, lighting, electrical transformers, and/or odour may be of concern, sometimes interfering with the activities of the dwelling occupants.
- nn) Purchasers/tenants are advised that despite the inclusion of noise control features, sound levels from the Region of Halton municipal buildings, EMS and public works activities may occasionally be audible, and may cause some interference with some activities of the dwelling occupants.
- oo) Warning: This property is in proximity to the Halton Region facilities including the Woodlands Operation Centre and the Halton Regional Centre. The operations that take place at these facilities include: fleet maintenance (garage activities), refueling, vehicle movements, movements of supplies and material, movements of ambulances, occasional use of police and ambulance sirens during emergencies, siren testing and the use of back-up beepers. These facilities operate 24 hours a day, 7 days a week. Halton Region may apply to alter or expand these facilities in the future. Sound from these facilities may at times be audible.
- pp) "Purchasers are advised that the Town of Oakville's current street tree planting standards, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree. Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision particularly on narrow building lots."
- qq) "Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal."
- rr) "Purchasers and/or tenants are advised that the homeowner's builder is responsible for the timing and coordination of rectifying lot grading matters which occur prior to assumption."
- ss) "Purchasers and/or tenants are advised that prior to the placement of any structures in side and rear yards, the Zoning By-law should be reviewed to determine compliance and that a Site Alteration Permit may be required prior to proceeding to do any site work."
- tt) "Purchasers and/or tenants are advised that private landscaping is not permitted to encroach within the Town's road allowance, public open space or Natural Heritage System area. Any unauthorised encroachments are to be removed by the homeowner prior to Assumption."
- uu) "Purchasers and/or tenants are advised that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins."
- vv) "Purchasers are advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots."

- ww) "Purchasers are advised that the following street(s) in the area may be designated as interim or permanent bus routes, and that bus stops and shelters may be installed along the street(s): Streets Charles Cornwall Avenue and Merton Road"
- xx) "Purchasers and/or tenants are advised that home/business mail delivery will be from designated Community Mail Boxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing of any home sales. "
- yy) "Purchasers are advised that the schools on sites designated for the Halton District School Board or Halton Catholic District School Board in the community are not guaranteed. Attendance in the area is not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area."
- zz) "Prospective purchasers are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you are notified that school buses will not enter cul-de-sacs and private roads.
- aaa) "Purchasers are advised that Town Stormwater Management Ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements."
- bbb) "Purchasers are advised that driveway entrance widenings or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable."
- ccc) "Purchasers are advised that Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board."
- ddd) "Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent public parking along municipal roads except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed-use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent.
- eee) "Purchasers are advised that there is the potential for high water pressures within the subdivision."
- fff) In cases where offers of purchase and sale have already been executed, the Owner shall send a letter to all purchasers which includes the above statements.
- ggg) That the purchaser/tenants acknowledge that there is potential for future water pressures changes within the subdivision resulting from the realignment of the Region's water pressure zones from the existing zone condition to the interim and ultimate zone pressure conditions.
- hhh) The purchaser/tenants acknowledge that the static water pressure in the area may exceed that which is allowed under the Plumbing Code. Individual private pressure reducing valves and associated equipment may be required to be installed as part of the plumbing system of each residential unit at the Owner's expense.
- iii) ~~The purchaser/tenants acknowledge that any individual private pressure reducing valves and associated equipment that is installed in the residential unit will be the responsibility of the purchaser/tenant to operate, maintain and replace as required at the Owner's expense.~~
- jjj) ~~The Purchaser acknowledges that the Subdivision Agreement requires that a sidewalk be built on the side of the street on which this lot fronts and will not object to the construction of that sidewalk and this clause shall not merge in the closing of this transaction.~~
- kkk) ~~Noise Warning Clauses:~~

All lots and blocks (Warning clause Type A)

"Purchasers/tenants are advised that sound levels due to increasing road and air traffic may occasionally interfere with some activities of the dwelling unit occupants, as the sound levels exceed the Town's and the Ministry of the Environment's noise criteria."

"Purchasers/tenants are advised that sirens and alarm testing equipment due to Halton Regions Paramedic services Headquarters may be audible at times."

Air Conditioning Requirement

N/A (Warning clause Type B)

"This dwelling unit has been fitted with a forced air heating system and the ducting etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Town's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done to minimize the noise impacts and comply with the criteria of the MOE publication NPC-216, Residential air conditioning devices)

N/A (Warning clause Type C)

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

Lots 1 to 6, inclusive, and Blocks 7, 8, 9 (Warning clause Type D)

"Purchasers are advised that due to the proximity of the future possible commercial facilities, sound levels from the facilities may at times be audible"

All lots and Blocks "Purchasers are advised that they may experience increased pedestrian and vehicular traffic associated with the Park and School. Traffic calming measures may be present on the streets in close proximity to those blocks."

Schedule "G"

Finishes, Upgrade and Additional Extras

1. All purchases at the sales office are inclusive of all applicable taxes and rebates when included in the purchase price as shown in the Agreement of Purchase and Sale between the parties. All charges for options and extras purchased at the Décor Studio are in addition to and not included in the purchase price shown in the Agreement of Purchase and Sale. The Décor Studio option and extra charges shall be added to the Purchase Price in the form of an Addendum and will be subject to HST, less all applicable Décor Studio incentives. Décor Studio incentives given at the time of sale have no cash value and are inclusive of HST and cannot be used towards alternate plan layouts. The Addendum for Options and Extras prevails over any other representations made outside this Agreement. If an extra or option is omitted from the completed Dwelling, for any reason whatsoever, the Purchaser shall be credited with the amount which the Purchaser was charged for such extra and this credit shall be the limit of the Vendor's liability, subject to the terms in this Schedule "G". The Final Purchase Price on the Statement of Adjustments will be the value of shown in the Agreement of Purchase and Sale, in addition to all Addendum(s) for options and extras and will be subject to Land Transfer Tax.

2. The Vendor has obtained the services of a professional in-house design specialist to assist the Purchaser with the selection of finishes and extras for the Dwelling from the Vendor's standard samples. The Purchaser covenants and agrees to attend within seven (7) days of notification to make these selections (the "Selection Period") and they will be noted on the Addendum and when completed shall constitute part of this Agreement (the "Colour Chart"). The design professionals shall schedule appointments with the Purchaser during business hours. In the event that the Purchaser cancels a design meeting upon less than 48 hours' notice with the design professional the Purchaser will be charged a Five Hundred (\$500.00) dollar rescheduling fee for such a cancellation, such amount will be added as a charge on the addendum. For purposes of the selection of finishes, upgrades and extras (and where there is more than one Purchaser), other than as set out in the Agreement of Purchase and Sale, it is agreed that the Purchaser attending the consultations with the design specialist shall have the authority to bind the other Purchaser(s) as to the chosen finishes, upgrades and extras

3. Any changes, variations or additions to the extras that are requested by the Purchaser after the expiry of the Selection Period shall be at risk of the Purchaser, and the Vendor does not provide any assurances or guarantees whatsoever that any such changes, variations or additions to the extras will be completed by the Vendor, or the Vendor may, at its sole discretion, disregard any request in respect of any extras or changes, variations or additions submitted after the expiry of the Selection Period. In the event that the Vendor is able to provide changes, variations or additions to the extras requested by the Purchaser after the expiry of the Selection Period, there shall be an administration fee of Five Hundred (\$500.00) dollars per item. In the event that the Purchaser requests any amendment to the Colour Chart after the date on which the Colour Chart is finalized and executed by Purchaser, the Purchaser agrees to pay all costs associated with such amendment plus a colour chart Addendum fee of eight hundred and fifty (\$850.00) Dollars each time the Colour Chart is modified at the request of the Purchaser. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to accommodate any requested amendment to the Colour Chart, which shall be in the Vendor's sole and absolute discretion.

4. In the event that any item(s) on the Colour Chart including any extras or upgrades are unavailable or will not be available in a timely fashion (as determined by the Vendor in its sole discretion) the Purchaser shall be permitted to attend within 7 days of written notification to re-select an alternate from the Vendor standard samples, for the unavailable item(s) only. In the event that the Purchaser does not, or refuses to, select or reselect within the times noted herein the Vendor shall be permitted to make said required selections without the consent or approval of the Purchaser, of which the Purchaser hereby irrevocably agrees with, and each selection made by the Vendor herein shall be subject to a Five Hundred Dollar (\$500.00) adjustment per selection made on the Statement of Adjustment. Notwithstanding the foregoing, at the sole option and discretion of the Vendor, such failure shall be deemed to be a Fundamental Breach of Contract (hereinafter this Agreement referred to as "FBOC") entitling the Vendor to terminate this Agreement and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and without prejudice to any other remedies available to the Vendor arising out of such default. If the Purchaser's failure to select or reselect in a timely manner results in or contributes to the delay of the Closing Date, as determined by the Vendor in its sole discretion, the Vendor may add as an adjustment on the Statement of Adjustments an amount equal to the compensation payable to the Vendor by the Purchaser with a charge of Five Hundred (\$500.00) dollars per day for each day that the Closing Date was delayed. Notwithstanding anything herein to the contrary, in the event that the Vendor is unable to install or construct the extras or any part thereof as a result of any act or omission of the Purchaser or its agents, then the Purchaser shall not be entitled to any credit whatsoever on account of any extras not installed or constructed by the Vendor, nor shall the Purchaser be entitled in the return of any monies paid by him for or on account of the extras.

5. Purchaser acknowledges and agrees that all prices in the Addendum for Options and Extras are subject to review and change by the Vendor. Pricing in the Addendum for Options and Extras shall match the pricing provided to the Purchaser at the time that they are contacted to book their Décor Studio appointment, except where the cost to the Vendor for such options has in the interim been increased by suppliers. The Purchaser will be notified of any discrepancies in pricing (either negative or positive) and will be charged or credited appropriately. In the event the Purchaser does not agree with a pricing difference, the Purchaser may elect not to proceed with the particular Options and Extras affected therein, and the Vendor shall refund any monies paid to the Purchaser by way of a closing adjustment on the Statement of Adjustments. The Vendor may elect at any time not to proceed with any or all optional extras and, in the event of such election, the monies paid for any extras the Vendor elects not to proceed with shall be returned to the Purchaser as an adjustment in the Statement of Adjustments upon Closing. The cost of extras is non-refundable in all other circumstances, except in accordance with Tarion requirements under the Ontario New Home Warranty Plan Act.

6. The Purchaser specifically acknowledges that colour or shade variances sometimes occur in finishes due to manufacturing or ordinary variation within natural products and may vary from the Vendor samples. The Purchaser shall accept any such colour/shade without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations herein. No changes shall be permitted for those selections which the Purchaser is entitled to make, without the prior written consent of the Vendor (which consent may be arbitrarily withheld), and in the event any item for which the Purchaser has a selection right has been previously installed or completed, then the Purchaser shall be deemed to have accepted the installed/completed item. Notwithstanding anything herein contained, non-installation of such selections by the Closing Date shall not entitle the Purchaser to extend the Closing Date or to an abatement in the Purchase Price.

7. All amounts paid for extras shall be non-refundable in the event that this transaction is not completed for any reason whatsoever save for the default of the Vendor or as required by the Ontario New Home Warranties Plan Act ("Tarion"). If any of the extras ordered by the Purchaser are not supplied, the Vendor shall refund to the Purchaser on or after the Closing Date the amount paid by the Purchaser in connection with such extras, and the amount so paid by the Purchaser (or for which at the Vendor's option, the Purchaser is to receive a credit on the Statement of Adjustments) shall be accepted by the Purchaser as a full and final settlement of any claims by the Purchaser with respect to such extras and the Purchaser acknowledges that the Vendor's liability with respect to any and all such extras shall be limited to the return of the amounts referred to, as aforesaid, and upon such payment being made or credit being given, the Vendor shall be released from any and all obligations with regard to such extras.

PAYMENT OPTIONS

The Purchaser acknowledges that at the time of signing the Addendum for Options and Extras, all Options and Extras are final and any request for changes are subject to the aforementioned fees. Payment must be made at the time of signing the Addendum for Options and Extras by means of the following two payment options:

1st Payment Option Pay in Full by way of Cheque or Bank Draft:

1. Full Payment of the Total Cost of Options and Extras in 2 installments as follows:
 - a. 1st instalment: Pay in 50% of the Total Cost of Options and Extras is required at time of signing the Agreement for Options and Extras
2. 2nd Instalment: 50% of the Total Cost of Options and Extras is due on the date that is one month following payment of the 1st instalment.

2nd Payment Option by way of Deposit with Balance Due on Closing:

1. This option requires a minimum deposit payment of 50% of the Total Cost of Options and Extras upon signing of the Addendum for Options and Extras. In addition, a minimum of \$1,000.00 of Options and Extras must be ordered (not including any incentives as part of the original Agreement of Purchase and Sale), otherwise payment option one (1) must be selected. Deposit payment shall be made by Cheque or Bank Draft.

If Purchaser pays any installment or deposit by way of cheque and said cheque is returned NSF or for any other reason, the Purchaser agrees to replace the cheque with a bank draft within 3 days of receiving notice from the Vendor that the cheque was returned. In the event the Purchaser fails to replace the cheque with a bank draft within 3 days of receiving notice of same, the Vendor shall treat same as a FBOC and, at Vendors sole option and discretion, the Vendor may terminate the Agreement of Purchase and Sale and any other agreements between the parties thereto and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and without prejudice to any other remedies available to the Vendor arising out of such default.

Purchaser acknowledges having read and understood the terms and conditions on this Addendum for Options and Extras and has confirmed all optional extras are correct. Failure by the Purchaser to fulfill all of the Purchaser's obligations hereunder shall constitute a FBOC of the Agreement of Purchase and Sale, this Addendum for Options and Extras, and any other agreements between the parties

The Purchaser acknowledges and agrees that in the event that any or all instalments are not paid as described in the two (2) options listed above, the Vendor reserves the right to not complete any or all Options and Extras selected at Vendor's sole discretion, without refund of amount already paid.

Schedule "I"
Specifications and Inclusions

GLEN ABBEY ENCORE
FEATURES & FINISHES - 38' Singles

EXTERIOR FINISHES

- Superior architecturally designed and controlled homes with elegant stucco, premium tumbled clay brick and masonry detailing, coordinated coloured mortar low maintenance exterior trim and cladding in selected locations (as per elevation).
- Premium architectural styled Fibreglass shingles with a Manufacturer's Lifetime Limited Warranty and metal roof as per model type.
- All exterior walls are built with structurally sound 2" x 6" construction.
- 8'-0" tall insulated front entry door(s). Complete with sidelight and or transom (as per elevation).
- Elegant quality grip set for front door. Complementing exterior coach lights at entry and garage as per model type.
- Upgraded and colour coordinated, maintenance-free low-e, argon gas filled vinyl casement windows throughout main and second floors complete with folding handles. All opening windows and sliding doors are complete with screens.
- Low-e, argon filled structural vinyl slider basement windows.
- Premium quality Insulated garage roll-up door with window-lites, garage door opener and one (1) Digital Entry Keypad.
- Insulated entry door from garage with smart lock and self-closing hinges, if grade permits.
- Pre-finished maintenance free soffits with eaves-troughs and downspouts.
- Approx. 9' high poured concrete basement walls with heavy damp-proofing and weeping tile drainage system.
- Standard cold room with light and insulated door, where grade permits.
- Rough-in 3pc basement bathroom.
- Walkways, precast slabs and steps at the front and rear patio area where applicable. The number of steps at the front and rear patio may vary from that shown according to grading condition and municipal requirements and cannot be guaranteed.
- Professionally graded and sodded lot, includes asphalt driveway.
- Two exterior non-freeze hose bibs (one (1) in garage and one (1) in rear).
- Entire garage to be drywalled, taped and primed including the ceiling (excluding exposed concrete walls).

INTERIOR FINISHES

- 10'-0" high ceilings on main floor, 9'-0" high ceilings on second floor (except at coffered, sloped or cathedral ceilings, bulkheads and dropped ceilings where required for mechanical).
- Smooth ceilings in the kitchen, bathroom(s), powder room, finished laundry room, and underside of drywall finished stairwells.
- Approximately 10'0" high ceiling in primary bedroom in raised ceiling location.
- Coffered ceilings where shown as per model type.
- Premium stained or natural oak staircase from main floor to second floor with solid oak treads, oak veneer stringers and risers. Finished platform(s) and landing(s) to be completed with stained pre-finished engineered oak flooring chosen from Vendor's standard samples.
- Upgraded oak posts including handrail and pickets in stained or natural finish with solid oak nosings.
- All kneewalls, ledges and window seats to be capped with MDF.
- 2-panel smooth interior passage doors and closet doors throughout.
- All interior doors and trimmed archways on main floor to be approximately 8' high and 7' high on the second floor.
- 5-1/2" colonial baseboard and 3" colonial casing with backband throughout. Profiled door stop trim in all tile and hardwood areas.
- Trim casing on all swing doors, flat archways, and windows throughout all finished areas.
- Premium satin nickel finish hinges and lever-style handles on all interior doors in finished areas.
- All drywall to be installed with screws, using minimal nails.
- Engineered floor system throughout with 3/4" tongue and groove subflooring to be glued, nailed, screwed and sanded.
- Natural gas direct vent fireplace with decorative mantle painted white as per model type.
- Interior walls to be painted with premium quality paint from Vendor's standard samples.
- Interior trim and doors to be painted semi-gloss white. Ceiling(s) to be painted flat white (as per plan).

KITCHEN

- Exclusive customized kitchen with premium cabinetry from a selection of Vendor's standard samples, complete with an exquisite choice of granite tops from Vendor's standard samples.
- Enhanced height uppers in all kitchens and serveries (as per plan).
- Deep upper and gables to enclose fridge area.
- Lower kitchen cabinets include 1 set of pot and pan drawer(s)
- Contemporary and transitional choice of pulls and knobs, in polished chrome, brushed nickel, and matte black options as standard.
- Whisper-touch "soft-close" hinges and drawer glides included on all doors and drawers, in kitchen.
- Professional-style stainless steel range hood.
- Stainless steel double compartment undermount sink with single lever faucet with dual spray.
- Ceramic tile backsplash over base cabinets in the main kitchen from Vendor's standard samples.
- Heavy-duty receptacle for stove.
- Dedicated electrical outlet for refrigerator.
- Dishwasher space provided in kitchen cabinets with rough-in wiring, water shut off valve and drain.
- Electrical outlets at counter level for small appliances.
- USB plug at counter level.

BATHS

- Purchaser's selection of premium vanity cabinets in all ensuites from the Vendor's standard samples.
- Purchaser's selection of exquisite Granite in primary ensuite and laminate countertops in all additional ensuites/baths from the Vendor's standard samples.
- All vanities include Whisper-touch "soft-close" hinges and drawer glides included on all doors and drawers.
- Dens-shield (or equivalent) cement board used for all tub and shower enclosures.
- Decorative lighting in all bathrooms and powder rooms.
- Mirrors in all bathrooms and powder room.
- Primary ensuite shower stall complete with frameless glass shower enclosure and rain head shower faucet as per model type.
- Primary ensuite complete with free-standing tub with tub faucet.
- Recessed ceiling light in all stand-up showers.
- Choice of premium wall tiles from Vendor's standard samples, for primary bath and secondary ensuites, tub enclosures and shower stall walls. Mosaic tile for ensuite shower bases.
- Frosted glass door at toilet room in primary ensuite.
- Chrome bathroom accessories to include towel bar and toilet tissue holder.
- Privacy locks on all bathroom and powder room doors.
- Chrome faucets with pop up drains in all bathrooms and powder room sinks from Vendor's standard samples.
- Pedestal sink in all powder rooms
- Pressure balance & temperature control valves to all showers.
- Hot and cold shut off valves at all sinks.

LAUNDRY

- Purchaser's choice of full base cabinets and double upper cabinets above sink section from Vendor's standard samples with colour coordinated kick plates to compliment cabinets.
- Laminate countertops from Vendor's standard samples with undermount stainless-steel sink with premium single lever laundry faucet.
- Electrical outlet for washer and dryer, includes dryer vent.

ELECTRICAL

- 200 amp electrical service with circuit breaker type panel and copper wiring throughout.
- White decora switches and plugs throughout the house.
- Tamper-resistant receptacles installed where required.
- One electrical outlet under electrical panel.
- Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
- One electrical outlet on both wall and ceiling per parking space in the garage.
- An exterior weatherproof electrical receptacle in the rear yard and front porch (where applicable).
- Light fixtures located in every room throughout predetermined as per plan.
- Recessed shower pot light in all separate shower stalls.
- Smoke/Carbon Monoxide Detector(s) as per OBC requirements.
- Seasonal duplex receptacle located in front porch soffit with interior switch.
- Electric door chime

HEATING/INSULATION FEATURES

- Forced air high-efficiency gas furnace.
- Ducting prepared for future air conditioning.
- All seams of heating ducts located in the lower level will be taped.
- Insulation to be as per Ontario Building Code at time of issuance of building permits.
- Spray foam insulation in garage ceilings with living spaces above.
- HRV (Heat Recovery Ventilator) accompanying furnace to provide fresh air and improve climate control.
- Ducts professionally cleaned prior to closing.
- Water tank power vented or direct vented lease or rental.
- All windows and doors are fully caulked with premium caulking.
- Draft resistant spray foam around all windows.

FLOORING

- Stained pre-finished Engineered Oak hardwood flooring (approximately 3 ½" wide) in stained finish from vendors select samples on main floor, landing and in non-tiled or carpeted areas.
- Purchaser's choice of 13" x 13" ceramic tile flooring from Vendor's standard samples in all wet areas; bathrooms, mudroom, powder room, laundry room, kitchen (as per plan)
- Purchaser's choice of 12" x 24" ceramic tile flooring from Vendor's standard samples in front foyer.
- Purchaser's choice of broadloom with upgraded foam underpad from Vendor's standard samples in the remaining finished areas.
- Concrete basement floor in all unfinished areas.

SMART HOME FEATURES

- One (1) smart door lock
- Two (2) smart light switches
- One (1) smart thermostat
- One (1) smart flood sensor
- One (1) year free of smart home remote access provided by builder
- One (1) Pre-construction design consultation from Built-In Technology Inc.
- On-site system configuration, test, enrolment, and demo with purchaser
- Rough-in telephone wiring in the kitchen and primary bedroom
- Rough-in RG6 cable T.V. outlet in family room/great room and primary bedroom
- Rough-in central vacuum outlets in finished areas of home.
- Alarm rough-in including rough-in for one (1) keypad controller on the main floor, one (1) motion detector on the main floor, all exterior doors and windows on the main floor.

BUILDER'S WARRANTY/COVERAGE

- Hallett Homes is a licensed builder under the Home Construction Regulatory Authority (HCRA) and every new home is enrolled in TARION warranty program.
- This warranty includes:
 - a) The home is free from defects in material and workmanship from one (1) year.
 - b) The home remains free from defects in material and workmanship on electrical, plumbing, heating delivery and distribution systems, exterior cladding, caulking, windows and doors, and the building envelope and basement remains free from water penetration for two (2) years.
 - c) The home is warranted against all major structural defects for seven (7) years.

DISCLAIMER:

This Schedule forms part of, and is to be read, in conjunction with the Agreement of Purchase and Sale.

Alternate layouts and options are not included in the base purchase price and must be purchased at the time of sale. Décor Dollars are inclusive of HST and are of no cash value and cannot be used towards alternate plan layouts.

The features and finishes listed above are included in the purchase price and are at no extra cost to the purchaser(s). All interior colour Selection will be made from the Vendor's standard samples. The Vendor reserves the right to substitute alternative materials and fixtures of equal or better quality. Variations in colour shades may occur in finishes due to manufacturing or ordinary variation within natural products and may vary from the Vendor's samples. Hardwood flooring may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Exterior colours are to be chosen by the Purchaser with the Vendor's approval, at the time of sale, and cannot be guaranteed. Model types, streetscapes and final house sitings are subject to final approval by the applicable municipality and Architectural Control. All illustrations and renderings are artist's concepts. The Purchaser(s) acknowledge that there shall be no reductions in the purchase price for any standard feature listed herein which is omitted at the Purchaser(s) request.

Interior photos are for display purposes only and may not represent standard options, see sales representative for further details.

All plans and specifications are subject to modification from time to time, according to Tarion Warranty Program rules and regulations. Actual square footage is measured per Tarion requirements and may vary slightly depending on elevation selected and construction variances. Ceilings and walls may be modified to accommodate mechanical systems. The Vendor will not allow the Purchaser to do any work and/or supply any material to finish dwelling prior the closing date. Due to grading conditions number of steps at front, rear, and garage entry may vary from that shown according to grading conditions and municipal requirements and cannot be guaranteed.

Specifications, terms, and conditions are subject to change without notice. E. & O.E. August 2023.

Hallett Bronte Green Corporation

SCHEDULE "N-C"

Non-Canadians

Lot #: __, Plan #: 20M-1223, TOWN of OAKVILLE (the "Property")

Purchaser: ____

Vendor: Hallett Bronte Green Corporation

1. The Purchaser hereby acknowledges the provisions contained in the Prohibition on the Purchase of Residential Property by Non-Canadians Act, SC 2022, c 10, s 235 and all regulations thereto, as may be amended from time to time (herein collectively referred to as the "PRPNC Act") which are in effect as of January 1, 2023, and has reviewed them with the Purchaser's legal counsel.
2. 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").
3. In accordance with the PRPNC Act, a Non-Canadian is defined, as at December 1, 2022, as follows:
 - A) individual that is neither a Canadian citizen, nor a person registered as an Indian under the Indian Act, nor a permanent resident;
 - B) a corporation incorporated otherwise than under the laws of Canada or a Province
 - C) a corporation incorporated under the laws of Canada or a Province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the Income Tax Act is in effect and that is controlled by a person referred to in paragraph (A) or (B); and
 - D) a prescribed person (to be defined by regulation).

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

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. Notwithstanding any provision of the Agreement to the contrary, the Purchaser shall not be permitted to either directly or indirectly sell, transfer, assign or direct title on or before Closing to any Non-Canadian.
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. The Purchaser has provided the following identification and/or documentation to evidence that they are not Non-Canadians:

(1) ____	
1. Canadian Passport	No. _____
2. Canadian Birth Certificate	No. _____
3. Canadian Permanent Residency Card:	No. _____
4. Indian Status Card:	No. _____

8. On the Closing Date, the Purchaser shall cause the Purchaser's solicitor to deliver to the Vendor's solicitor additional evidence and confirmation satisfactory to the Vendor's solicitors, that the Purchaser is not a Non-Canadian, including and without limitation, a Statutory Declaration in the Vendor's form and written confirmation addressed to the Vendor and the Vendor's solicitors, from the Purchaser's solicitors, confirming that the Purchaser is not a Non-Canadian.

_____ Initials

Schedule "X"

DEFINITIONS

1. In addition to any other defined words or terms used throughout this Agreement, the defined terms set out below shall have the meanings ascribed to them as follows, namely:
 - (a) the **"Governmental Authorities"** means the local municipality in which the Lands (as hereinafter defined) are situate, together with any regional provincial or other governmental authority or agency having jurisdiction over the development of the Lands;
 - (b) **"Purchaser"** means the purchaser as shown on Page 1 of this Agreement;
 - (c) the **"Purchase Price"** means the purchase price of the Property as shown on Page 1 of this Agreement; and
 - (d) the **"Vendor"** means Hallett Bronte Green Corporation as shown on Page 1 of this Agreement.

TITLE

2. Provided that the title to the Property is good and free from all encumbrances, save as otherwise stated in this Agreement, the Purchaser specifically agrees to accept title subject to all restrictions, easements, encroachment agreements, reciprocal agreements, conditions or covenants that run with the land, and subject to all rights, licenses and easements now registered or to be registered hereafter for the supply and installation of telephone services, electricity, gas, sewers, water, television and/or cable facilities and such other services to or for the benefit of any adjacent or neighboring properties, or which may be required by the Vendor, the owner of the Lands or any owners of adjacent or neighbouring properties for servicing and access to or entry from such properties, (including, without limitation, easements, rights of way and/or agreements for access, service, support, amenities, cost-sharing and the like for and with adjacent or neighbouring property owners), and further subject to all development, site plan, subdivision or other municipal agreements or similar agreements entered into with any governmental authorities or agencies (all such agreements being hereinafter collectively referred to as the "Development Agreements. THE VENDOR SHALL NOT BE OBLIGATED TO OBTAIN OR REGISTER ON TITLE TO THE PROPERTY A RELEASE OF ANY OF THE DEVELOPMENT AGREEMENTS NOR A RELEASE OF THE REGISTERED RESTRICTIONS OR COVENANTS, NOR SHALL THE VENDOR BE OBLIGED TO HAVE ANY OF THE DEVELOPMENT AGREEMENTS, OR THE REGISTERED RESTRICTIONS OR COVENANTS DELETED FROM THE TITLE THERETO, AND THE PURCHASER SHALL SATISFY HIMSELF AS TO COMPLIANCE THEREWITH. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements and all restrictions and covenants registered on title. The Purchaser further acknowledges and agrees that retention by the local municipality within which the Lands are situate (the "Municipality") or by any of the other relevant Governmental Authorities, of security (in the form of letter(s) of credit, performance bond(s), etc., satisfactory to the Municipality and/or any of the other Governmental Authorities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser further agrees to accept title on the Closing Date subject to one or more outstanding mortgages registered against the Property, provided that the Vendor delivers to the Purchaser its written undertaking to obtain and register of discharge of the said outstanding mortgages (insofar as same affect or pertain to the Property) within a reasonable time after the later of the Closing Date, or the date that all monies owing to the Vendor on account of the Purchase Price (including all monies secured by any vendor take-back mortgage having a term not greater than 30 days) have been paid in full by the Purchaser. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Property are (or shall be) owned by the local cable television supplier.
- 3 (a) The Purchaser agrees that this Agreement shall be subordinated to and postponed to the mortgage(s) arranged by the Vendor and any advances made thereunder from time to time, and to any easements or agreements referred to herein to which title may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as required by the Vendor.
 - (b) The Purchaser shall not register, or cause to be registered, this Agreement on title to the Property and/or the Lands, nor any notice thereof, nor any caution or lis pendens with respect thereto, nor any certificate of pending litigation or other similar court process, until after the Closing Date, it being expressly understood and agreed by the parties hereto that in no event shall the Purchaser be deemed or construed to have any interest whatsoever in the Property and/or the Lands prior to Closing. Any registration by the Purchaser in contravention of this subparagraph shall constitute a fundamental breach of this Agreement, entitling the Vendor to the rights, remedies and powers hereinafter set out.
 - (c) The Purchaser further covenants and agrees to accept title to the Property subject to the covenants and restrictions hereinbefore and hereinafter described, and to accept a deed/transfer containing such covenants and restrictions (or any form similar thereto), and the Purchaser hereby undertakes and agrees to abide by such covenants and restrictions after the Closing Date, and to exact similar covenants and restrictions from his immediate successors in title to the Property, all of which shall be assigned to and for the benefit of the Vendor. The dominant lands to which the foregoing covenants and restrictions are intended to be annexed, and which are being benefited thereby, comprise all or any portion of the Lands, and any lands adjacent thereto or in the neighbouring vicinity thereof which are owed or retained by the Vendor.
 - (d) The Purchaser further agrees to accept title from the registered owner of the Property and to accept such owner's title covenants in lieu of the Vendor's, in the event that the Vendor is not registered owner of the Property on Closing. The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement, and in such case, the Purchaser may be required to execute the transfer prior to Closing, or the Vendor may require that the Purchaser deliver his separate written covenants on Closing.

REQUISITIONS

4. The Purchaser shall examine the title to the Property at his own expense, and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificate, occupancy permits or certificates, nor any other proof or evidence of the title or the permissibility to occupy the Property, except such copies thereof as are in the Vendor's possession. The Purchaser shall be allowed to submit his requisitions as to title and with respect to any other matters, up until thirty (30) days prior to the Closing Date set forth in this Agreement, and if within that time the Purchaser shall furnish the Vendor in writing with any valid objection to title, or to any outstanding work order, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intervening acts or negotiations, be null and void, and the deposit monies therefore paid shall be returned to the Purchaser without interest or deduction, save for deductions for any extras or changes ordered by the Purchaser and as yet unpaid, and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages thereby. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title to the Property.

ADJUSTMENTS

5. The balance due on the Closing Date shall be adjusted on the Closing Date as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement which shall include, without limiting the generality of the foregoing, the following:
- (a) realty taxes (including local improvement rates) on the Purchaser's Property; said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and, at the option of the Vendor, may be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. Municipal realty tax reassessment and/or supplementary tax bills relating to the Property issued subsequent to the Closing Date shall be the responsibility of the Purchaser;
 - (b) any other prepaid or current expense, such as insurance premiums, gas, electricity, fuel, water, etc., any charges specifically for the connection or energization of water services and charges or costs for the purchase of the hydro and water meters and the installations of such meters;
 - (c) the Purchaser shall be responsible for and shall pay on the Closing Date the enrolment fee paid by the Vendor for the Property to or at the direction of the "Tarion Warranty Corporation" (formerly Ontario New Home Warranty Program) under the Ontario New Home Warranties Plan Act and any Vendor licensing fees payable to the Home Construction Regulatory Authority ("HCRA") under the New Home Construction Act, 2017;
 - (d) The Purchaser agrees to pay the full amount of any additional municipal, provincial, or other governmental levies (including hydro or boards of education), impost fees or charges, including but not limited to, any development charges or educational levies that may be made against the subject Property or paid as a requirement of obtaining a building permit, in excess of those levies, impost fees or development charges, levied or payable as of the date of this Agreement of Purchase and Sale;
 - (e) a \$1675.00 plus H.S.T. tree planting cost per lot. The Purchaser acknowledges that a tree may not be located in front of the Dwelling Unit but shall be located by the Subdivider within the subdivision in accordance with the municipally approved plans.
 - (f) a \$250.00 plus H.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit, the Occupancy Fee or for any upgrades which is returned "N.S.F." or upon which a "stop payment" has been ordered; If Purchaser pays any installment or deposit by way of cheque and said cheque is returned NSF or for any other reason, the Purchaser agrees to replace the cheque within 3 days of receiving notice from the Vendor that the cheque was returned. In the event the Purchaser fails to replace the cheque with a bank draft within 3 days of receiving notice of same, the Vendor shall treat same as a FBOC and, at Vendors sole option and discretion, the Vendor may terminate the Agreement of Purchase and Sale and any other agreements between the parties thereto and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and without prejudice to any other remedies available to the Vendor arising out of such default.
 - (g) the Purchaser agrees to complete this purchase transaction with the Vendor's solicitors no later than 2:00 p.m. on the Closing Date and after 2:00 p.m. the Purchaser shall pay to the Vendor a further sum greater of Five Hundred (\$500) dollars plus H.S.T. or a sum equal to interest on the balance due on closing for one day at the Prime Rate of TD Canada Trust Bank as of the Closing Date plus 5%.
 - (h) reimbursement to the Vendor of the insurance levy imposed on the transfer of the unit by the Lawyers Professional Indemnity Company
 - (i) a fee of \$200.00 plus H.S.T. towards the costs of obtaining discharges of mortgages (full or partial) not intended to be assumed by the purchaser
 - (j) The Purchaser will not alter the grading or interfere with the drainage of the Property contrary to the Municipally approved drainage patter, and provided that the lot grading has been complete in accordance with Municipally approved grading control plan,

which may be modified or varied from time to time, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. The Purchaser shall ensure that any lifting of sod and/or trenching for alternate utility suppliers, underground sprinkler systems, or otherwise, is properly compacted and reinstated to original final lot grading levels, in default of which, the Vendor shall have recourse against the Purchaser for the cost of any necessary repairs, in addition to any other right or remedy. The purchaser is not permitted to alter the grading or drainage on their property and are not permitted to alter or convey any swale. The Purchaser agrees to pay on closing Seven hundred and Fifty (\$750.00) dollars plus H.S.T. for grading the property.

- (k) The Purchaser agrees to provide the name, address and telephone number of its solicitor and all other information requested or required for the completion of the transaction to the Vendor or its solicitor in writing no later than 60 days prior to the Closing. If the Purchaser changes solicitors or the Purchaser or its solicitor (i) fail to provide the aforesaid information; (ii) change or amend any of the information provided; 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 of \$250.00 plus H.S.T. on the Statement of Adjustments. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed no later than 30 days prior to the Closing, 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.
- (l) If the Purchaser, without the consent in writing of the Vendor, enters upon the Property and carries out changes or additions (the "Unlawful Works") to the Dwelling being constructed by the Vendor, the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation or existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested, and at the Vendor's option it may declare this Agreement null and void. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-compliance and failing which, the Vendor, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same and/or at the option of the Vendor, it may declare this Agreement null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by the Ontario New Home Warranties Plan. The Purchaser shall not enter upon the Property at any time without the consent in writing of the Vendor or accompanied by a representative of the Vendor. Failure to comply with the foregoing shall constitute a trespass by the Purchaser on the Property and will entitle the Vendor to bring criminal or civil proceedings for such trespass against the Purchaser.
- (m) The Purchaser agrees to a \$300 plus H.S.T. administrative charge for any exterior colour package reselections requested by the homeowner. The Vendor does not guarantee any exterior colour package selection or reselection by the Purchaser as it is at the discretion of Architectural Control Guidelines. The Vendor shall retain the right to choose an alternative exterior colour package if the selection or reselection is declined by Architectural Control and the Purchaser hereby accepts said alternative colour selection. The Purchaser agrees that if an alternative colour selection is made by the Vendor, the Purchaser shall not be entitled to any refund of the herein administrative charge or with respect to any other monies paid pursuant to this Agreement.
- (n) The water meter is not included in the purchase if it is not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service and installation of the water meter, and the cost of hydro installation and connection fee.
- (o) In the event the Municipality requires the installation of air conditioning in the subject Dwelling Unit, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on the date of Closing, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor.
- (p) The hot water heater and tank are not/may not be included in the Purchase Price and shall remain chattel property. The Purchaser agrees to forthwith execute, accept, assume and be bound by all required documents and/or contracts for the rental or lease to own of the said heater and tank in addition to any documents and/or contracts for the rental or lease to own pertaining to other utility suppliers and agrees to take all necessary steps to assume immediately on Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefor from the Purchaser. If the hot water heater and tank are not on a rental basis the Purchaser shall pay or reimburse the Vendor on the date of Closing for the cost of said hot water heater and tank. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing and prior to assumption of the Subdivision (as hereinafter defined) 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.

If any of the adjustments to be made on the Closing Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made and there shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Closing Date shall in all circumstances be apportioned to the Purchaser.

6. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and sales tax may be collected and remitted by the Vendor. Except as otherwise specifically provided in this Agreement, the Purchaser shall be responsible for payment of any other taxes imposed on the Property by federal, provincial or municipal government, and in the event that any applicable legislation requires the Vendor to remit such taxes to any government, the Purchaser shall on closing pay the amount of such taxes to the Vendor.

- (a) The parties acknowledge and agree that the Purchase Price is inclusive of the Harmonized Sales Tax (the "HST") and the Federal Goods and Services Tax (the "GST") included in the HST payable pursuant to the Excise Tax Act (Canada- the "GST Legislation") and that the actual consideration for the Property, exclusive of the extras, requested changes, or adjustments as herein provided, is the amount derived by subtracting the HST payable with respect to the within transaction of purchase and sale less all refunds, credits and rebates available to the Purchaser pursuant to the GST and HST Legislation, including without limiting the generality of the foregoing, the GST/HST New Housing Rebate (the "GST/HST Rebate") which includes the Ontario New Housing Rebate, from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration in Box four (4) of the Transfer/Deed of the Property to be delivered by the Vendor to the Purchaser on the Closing Date, less any amount allocated by the Vendor to the chattels included in the Purchase Price pursuant to paragraph hereof.
- (b) The Vendor and the Purchaser acknowledge and agree that the Purchase Price includes the amount payable for the HST on the sale of the property to the Purchaser, less the maximum amount refundable in respect of the provincial portion of the HST pursuant to the applicable Ontario New Housing Rebate (the "HST Rebate") and the GST rebate (if any). However, the Purchaser shall be solely responsible for the payment of all taxes eligible in respect of any extra or other fees and charges not included in the Purchase Price. The Purchaser warrants, covenants and agrees to assign all of its right, title and interest in the GST/ HST Rebates to the Vendor and confirms that the GST/ HST Rebate shall be the sole and absolute property of the Vendor. The Purchaser shall on demand by the Vendor, execute and deliver on or before closing any assignments, directions, powers of attorney, applications, consents and/or other documents required by the Vendor in respect of the provincial and federal portion of the HST Rebate. The Purchaser hereby irrevocably designates and appoints the Vendor as his sole and lawful attorney with full power as attorney for the purpose of executing any documents contemplated under this paragraph. The Purchaser represents, covenants and agrees that he/she/they qualify for the full amount of the provincial and federal portion of the GST/HST Rebate and in the event that the Vendor does not receive the full amount of the Rebates available, due to the Purchaser failing to qualify for same, the Purchaser shall pay to the Vendor, forthwith upon request by the Vendor, an amount equal to that part of the GST/HST Rebates which the Vendor has been denied or has not received, and until so paid such amount shall form a charge against the property, which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. In the event of non-qualification for the rebate, the Vendor shall have the right to register a Vendor's Lien for the amount of the rebates plus interest at 12% per annum and costs.
- (c) In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he may have on closing or thereafter to the GST/HST New Housing Rebate including the Ontario New Housing Rebate included in the GST/HST Rebate ("the Rebates"). In the event that the Purchaser qualifies for the Rebates, the Purchaser acknowledges having received credit from the Vendor for the amount of the Rebates to which the Purchaser is entitled pursuant to the GST/HST Legislation, and having assigned the Rebates to and in favour of the Vendor, and directs the Vendor to indicate same in any documentation pertaining to the Rebates.
- (d) Subject to subparagraph 7(e) below, the Purchaser covenants and agrees that he shall forthwith following the completion of the within transaction of purchase
- (e) And sale personally occupy the Property or cause one or more of his relations (as defined in the GST/HST Legislation) to occupy the Property as his or their primary place of residence (as defined in the GST/HST Legislation) for such period of time shall then be required in order to entitle the Purchaser to the Rebate.
- (f) Subject to subparagraph 7(f) below, the Purchaser covenants and agrees to deliver to the Vendor on the Closing Date and from time to time thereafter any and all documentation and/or applicable forms as the Vendor shall request in order to facilitate the aforesaid assignment, including, without limiting the generality of the foregoing, an independent form of the Purchaser's covenant set forth in subparagraph 7(d) above.
- (g) In the event that the Purchaser shall for any reason fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had he so qualified for the Rebate, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with such amount and the Purchaser shall be relieved of his covenant under subparagraph 7(c) and the obligation to deliver an independent form of such covenant under subparagraph 7(d) above.
- (h) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any GST/HST exigible with respect to any of the adjustments payable by the Purchaser to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the HST Legislation.

PROHIBITION ON PURCHASER SELLING

8. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his interest under this Agreement, or in the Property, nor directly or indirectly permit any third party to list or advertise the Property for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach 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, 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.

CONSTRUCTION MATTERS

9. (a) The Purchaser agrees to meet the Vendor's representative at the time designated by the Vendor prior to the Closing Date, to inspect the Property and to list all items remaining uncompleted at the time of such inspection together with all mutually agreed deficiencies with respect to the Property, on the **Tarion Warranty Corporation** (formerly the ONHWP) Certificate of Completion and Possession, in the form prescribed from time to time by, and required to be completed pursuant to the provisions of the **Ontario New Home Warranties Plan Act**, as amended, and the regulations made pursuant thereto (hereinafter referred to as "Tarion"). The said certificate shall be executed by both the Purchaser and the Vendor's representative forthwith after such inspection, and THE SAID CERTIFICATE SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING WITH RESPECT TO INCOMPLETE OR DEFICIENT WORK.
- (b) The Purchaser agrees that the incomplete and/or deficient items which are listed in the said Certificate of Completion and Possession represent the entire balance of the work to be completed by the Vendor with respect to the Property, and the Purchaser agrees that no further requests for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further acknowledges and agrees that any warranties or workmanship or materials, in respect of any aspect of the construction of the Property whether implied by this Agreement or at law or in equity, or by any statute or otherwise, shall be restricted to only those warranties deemed to be given by the Vendor under Tarion, and shall extend only for the time period and in respect of those items covered or provided by **Tarion**.
- (c) The Vendor shall complete the Property as soon as reasonably practicable, but the failure of the Vendor to complete the interior of the Property beyond the minimum standards required by the Municipality in order to permit occupancy thereof, on or before the Closing Date shall in no event entitle the Purchaser to refuse to close the within transaction on the Closing Date, or to fail to remit to the Vendor the entire amount of purchase monies required to be paid by the Purchaser hereunder, or to maintain any holdback of any part of the Purchase Price, and the Vendor hereby undertakes to complete the Property and all unfinished work or improvements thereto in accordance with this Agreement.
- (d) The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, or as required by any Governmental Authority, change, vary or modify the plans and specifications pertaining to the Property, (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, and the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its agent(s) for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice therefor, and where any such change, variance or modification is material or substantial in nature.
- (e) The Purchaser acknowledges that the vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality or to comply with finishes, in the event the Vendor through inadvertence installs an incorrect item or omits to install an item selected, then in either of such case the provisions of paragraph 4 above shall apply as if such item were an extra.
- (f) The Purchaser acknowledges and agrees that the filing of the consulting engineers' certificate(s) with the Municipality, or the issuance by the Municipality of an occupancy certificate or such other confirmation that the Property may be occupied shall, subject to the provisions of subparagraph 9(a) hereof, 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.
- (g) Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that in the event that construction of the Property is not completed on or before the Closing Date or any extension thereof as hereinbefore contemplated, for any reason except for the Vendor's willful neglect, or in the event the Purchaser cannot take possession of the Property on Closing by reason of any fire damage or other hazards or damages whatsoever occasioned thereto, the Vendor shall not be responsible or liable for reimbursing the Purchaser for any costs, expenses, or damages suffered or incurred by the Purchaser as a result of such delay or damage, and specifically shall not be responsible for any costs and expenses incurred by the Purchaser in obtaining alternative accommodation pending the completion of construction of the Property or the rectification of the damage, nor for any costs incurred in having to store or move the Purchaser's furniture or other belongings pending such completion or rectification work.
- (h) The Purchaser further agrees that the Vendor shall have the right to enter upon the Property after the completion of the within transaction, in order to complete and/or rectify those items which are included in the said Certificate of Completion and Possession, and the Vendor agrees to complete and/or rectify same within a reasonable time after Closing, having regard to the availability of equipment, materials and labour.
- (i) The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Property unless and until the Purchaser has executed the said Certificate of Completion and Possession. In the event that the Purchaser has omitted to execute the said Certificate of Completion and Possession prior to the Closing Date, and the Vendor has duly attended at the Property for the purposes of completing the said Certificate and to inspect the Property, the Vendor shall have the unilateral right and option of either completing this transaction and refusing to allow possession of the Property by the Purchaser until such Certificate has been duly executed, or of terminating this Agreement, whereupon all monies paid hereunder as deposits or otherwise shall be forfeited to the Vendor as liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the Vendor, either at law or in equity.

- (j) The Purchaser acknowledges and agrees that they are a "home buyer" within the meaning of The Construction Act, as amended (and shall not constitute and "owner" as defined in the Construction Act), and as such, the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any part of the Purchase Price on the Closing Date.
- (k) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling Unit with a look-out condition, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "look-out", and such look-out is not possible then the Purchase Price herein shall be reduced by the price paid on the Agreement of Purchase and Sale. In the event that this home is not described on the first page of this Agreement as having a "look-out" and such look-out is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Fifteen Thousand (\$15,000) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST;
- (l) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling Unit with a walk-up condition, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "walk-up", and such walk-up is not possible then the Purchase Price herein shall be reduced by the price paid on the Agreement of Purchase and Sale. In the event that this home is not described on the first page of this Agreement as having a "walk-up" and such walk-up is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Twenty-Five Thousand (\$25,000) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.
- (m) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling Unit with a walk-out condition, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "walk-out", and such walk-out is not possible then the Purchase Price herein shall be reduced by the price paid on the Agreement of Purchase and Sale. In the event that this home is not described on the first page of this Agreement as having a "walk-out" and such walk-out is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Thirty Thousand (\$30,000) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.
- (n) ~~The Purchaser hereby acknowledges that this subdivision is subject to architectural control and all site plans will be reviewed by the Municipalities' Urban Design team for approval. The Property may not, as yet, have undergone architectural control review. In the event that this home is not described on the first page of this Agreement as having a "side yard" or "rear yard" upgrade and such upgrade is required, pursuant to the final approved architectural control site plan, then the Purchase Price herein shall be increased by Ten Thousand (\$10,000) Dollars. Any additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.~~
- SALES**
- In the event the Vendor has undertaken an obligation to the Subdivider to contribute to the cost of subdivision aesthetic enhancement such as boulevard treatment or improvement, or landscaping, or subdivision entrance features, or corner lot fencing, or fences or retaining walls, in the subdivision, the Purchaser shall, on the date of Closing, reimburse the Vendor as to the cost thereof, the cost to be absolutely determined and apportioned by statutory declaration sworn on the part of the Vendor.
- (o) The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling Unit either as shown on the sales brochures, renderings and other plans and specifications therefore, or to construct such Dwelling Unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout, or to rotate same for corner lot units. Construction of a reverse mirror image plan, or rotated plan, of the Dwelling Unit is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling Unit type hereinbefore described. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling Unit at a grade level different than that depicted in the sales brochures, renderings and other plan and specifications therefore, necessitating the addition or elimination of a step or series of steps at any door to the Dwelling Unit, or any door from the garage to the interior of the Dwelling Unit, the Purchaser hereby Irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling Unit type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, sump pumps (whether required before or after Closing Date) fencing or landscaping required pursuant to the Municipality approved plans.
- (p) The Purchaser acknowledges that grading and sodding is normally done between June and October of any year. The Purchaser agrees that the Purchaser 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. If grass dies due to lack of watering, or other abuse, and is required to be replaced by the Vendor, then the Purchaser will be responsible for the cost of such new sod and labour, and the Vendor may deduct same from the Security Deposit, in addition to any other right or remedy. Notwithstanding the Tarion requirements concerning the timing of completion of Special Seasonal items, which include but are not limited to paving, grading and sodding, the Vendor is permitted to schedule same up to twenty-four (24) months from the Closing Date.
- (q) The Purchaser agrees that neither the Purchaser nor the Purchaser's successors or assigns shall construct any fences, hedges, garden shed, patio or swimming pool, television antenna/dish or other structure on the Property until the Municipality has assumed all Subdivision Services.

10. The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead, in order to execute the Tarion deposit receipt issued pursuant to The Ontario New Home Warranties Plan Act, as amended, and the regulations thereunder, issued by The Mortgage Insurance Company of Canada (or by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act), if, in fact, same is produced by the Vendor, and in accordance with the provisions of The Powers of Attorney Act and/or The Substitute Decisions Act, as amended, the Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity to the Purchaser.
11. The Purchaser is advised that Tarion publishes a Licenced Builder Directory which lists the service records of builders who have been found to violate the warranties given by the Ontario New Home Warranties Plan Act and regulations. The information provided in this directory allows new home buyers to determine whether a builder is licensed, how many homes they've built, and show the builder's actual after-sales service record with Tarion. That rating system can be found at: <https://obd.hcraontario.ca/>. In order to maintain the integrity of this public rating system, the Purchaser covenants and agrees that any concerns with respect to closing delays, omitted items, substitutions, defects in materials and/or workmanship, sizes, dimensions, or warranty service that the Purchaser wishes to assert in a public setting other than the Ontario courts, shall be submitted to Tarion in accordance with the provisions of the Ontario New Home Warranties Plan Act and not to any other public or social media forum.

FINISHES

12. The Purchase Price shall include those finishes, floor coverings and paint colours more particularly set out in Schedule "I" annexed hereto. The Purchaser may choose the broadloom, tile and paint colour from the Vendor's samples pursuant to the procedure set out in Schedule "G".
- 13.(a) In the event that the Purchaser fails to make such selections as set out in Schedule "G", or in the event that the Purchaser fails to submit the requisite personal and financial information (and any other documents, instruments or verifications) which may be required or desired by the Vendor acting reasonably or pursuant to a provision of this Agreement, or if the Purchaser is in default under any other term or provision contained in this Agreement (and has failed to rectify such default within seven (7) days of being notified in writing to do so), then the Vendor shall be unilaterally entitled to make all colour and finish selections as contemplated in Schedule "G" above, on behalf of the Purchaser, and the Purchaser shall correspondingly be bound by such selections, and shall be estopped from instituting any claim(s) against the Vendor as the result of such selections and/or denying the Vendor's authority to make and implement same.
- (b) In addition to the foregoing, in the event that the Purchaser chooses to up-grade or make changes to the standard materials and specifications for the Property which are otherwise provided by the Vendor, then the Vendor shall not be held liable for any delays in having the Property substantially completed sufficient to permit occupancy thereof by the Closing Date (provided such delays are as a result of such up-grading or revised work not being completed in time), and the Purchaser shall nevertheless be obliged to execute and deliver to the Vendor on the Closing Date all documents and instruments required to be given to the Vendor on the Closing Date, as hereinbefore provided or contemplated, and shall also pay to the Vendor the full balance due on closing pursuant to this Agreement notwithstanding that the Property may not be substantially completed by such date. If any of the extras, upgraded items, or changed items (hereinafter collectively referred to as the "**Extras**") ordered by the Purchaser, through the Vendor, are not supplied or completed, for whatever reason, by the Closing Date, then the Vendor shall refund to the Purchaser upon the Closing Date all amounts paid by the Purchaser to the Vendor in connection with same, and the amount so refunded by the Vendor to the Purchaser for the Extras (or for which, at the Vendor's option, the Purchaser shall receive a credit in the statement of adjustments on Closing) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the Extras, and the Purchaser acknowledges that the Vendor's liability with respect to the Extras shall be limited solely to the return of the amounts referred to as aforesaid, and upon such payment being made or credit being given, the Vendor and the Agent shall be released from any and all obligations, claims or demands whatsoever with respect thereto. It is understood and agreed that certain items in the **model homes** are for display purposes only and **are not included** in the purchase price unless specifically set out in said **Schedule A**. If any of the extras or changes ordered by the Purchaser are cancelled by the Purchaser prior to their ordering or installation, then the Vendor shall not refund to the Purchaser.
- (c) It is further understood and agreed that the Vendor shall not be responsible or liable in any way to the Purchaser for the quality of, and/or workmanship with respect to the Extras, unless same are supplied and/or constructed directly by the Vendor, and then only if the Vendor specifically agrees in writing to be responsible or liable for same. The Purchaser shall be obliged to forthwith advise the Vendor in writing as to the details of all Extras (if same are not ordered directly from the Vendor) so that the Vendor may assess whether any revisions to the plans and specifications of the Property are needed, and/or whether any additional up-graded materials or changed items are required from other tradesmen or suppliers in order to facilitate or expedite the completion and installation of the Extras; and if such revisions or additional up-graded materials or changed items are required, as determined by the Vendor in its sole and unfettered discretion, then the Purchaser agrees to pay for all such costs and expenses attributable and/or incidental to the completion and installation of same, which costs and expenses shall be paid to the Vendor by cash or certified cheque forthwith upon the Vendor's written demand for payment thereof.
- (d) The purchaser acknowledges that the Ministry of Finance of Ontario requires that "Extras" will be added to the Purchase Price shown on page 1 of this Agreement and the aggregate Purchase Price plus Extras plus Adjustments shown in Paragraph 5 will be shown as the "Consideration" on the Transfer to be provided to the Purchaser on closing and to which land transfer tax will be calculated and paid by the Purchaser in accordance with provincial government requirements.

TENDER

14. Any tender of documents or monies hereunder may be made respectively upon the Vendor or the Purchaser, or upon their respective solicitors, and money shall be tendered by negotiable cheque certified by a chartered bank or trust company. Such tender shall be made on the Closing Date, as appropriate, by the attendance of the parties hereto or their respective solicitors at the offices of the Vendors Solicitors, Agro Zaffiro LLP, 21 King Street West, 11h Floor, Hamilton, Ontario, Canada L8P 4W7 and in the absence of an appointment to the contrary, such attendance shall occur between the hours of 1:00 p.m. and 2:00 p.m. in the afternoon of such day. In the event that the Purchaser or his solicitor is not present at such office at the time as hereinbefore stipulated, and the Vendor or its solicitor or authorized representative is in attendance at such time, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor, and the Purchaser shall be estopped and forever barred from claiming any defect in the title to the Property or any deficiency in the construction thereof, or that the Vendor was unable or unwilling to complete this transaction in accordance with the provisions of this Agreement. The Purchaser hereby acknowledges and agrees that the key(s) to the Property shall be released to him directly from the sales office or the construction site office as soon as this transaction has been completed and all relevant documents have been exchanged and/or registered (as the case may be) in the appropriate Land Titles Office, and the Vendor shall not otherwise be required to produce or deliver a key to the Property on Closing, or as part of any tender in connection therewith. The Purchaser further acknowledges that the posting of closing documents by the Vendor's solicitor pursuant to the web program Conveyancer on the website convey.ca shall constitute a satisfactory Tender.

NOTICE

15. Any notice or document required or desired to be given to the Purchaser shall be deemed to have been sufficiently given if same is in writing, and either personally delivered to the Purchaser or to this solicitor at the addresses noted below, or mailed by prepaid ordinary post and addressed to the Purchaser or to his solicitor, and any such document or notice shall be deemed to have been given on the date of personal delivery or on the third (3rd) day (excluding Saturdays, Sundays, and statutory holidays) after the date of mailing, as the case may be. Any document or notice desired or required to be given to the Vendor shall be deemed to have been sufficiently given if same is in writing and personally delivered to an officer of the Vendor at the address noted below, (or at such other address as the Vendor may designate from time to time, upon notice being given to the Purchaser or the Purchaser's solicitor as hereinbefore provided), with a copy of same to be personally delivered to the Vendor's solicitor, and any such document or notice shall be deemed to have been given on the date of such personal delivery.
16. This offer by the Purchaser, constituted by his execution of this Agreement, shall be irrevocable by the Purchaser until 5:00 p.m. on the Irrevocable Date set out on Page 1 after which time, this offer may be withdrawn, and if so, same shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

MISCELLANEOUS

17. This Agreement is conditional upon compliance with the subdivision control provisions of The Planning Act, S.O., Chapter P.13, as amended.
18. Each party shall pay all costs of registration and taxes on their respective documents.
19. The Purchaser shall notify the Vendor's solicitor as to the manner in which title to the Property is to be taken and date(s) of birth and marital status of all persons taking title to the Property, and the address for service to be inserted in the transfer and in the event that the Purchaser fails to so notify the Vendor's solicitors by at least fifteen (15) days before the Closing Date, then the Vendor's solicitor shall be entitled to engross the deed or transfer of title to the Property, the name of the Purchaser, as noted on page 1 of this Agreement, and the Purchaser further agrees to accept the aforementioned conveyance in such manner, and acknowledges that he shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the deed/transfer are so engrossed.
20. This offer, when accepted, shall constitute a binding agreement of purchase and sale. It is agreed and understood that there is no representation warranty, collateral term or condition affecting this Agreement or the Property, or for which the Vendor or the owner of the Lands (or the Agent or any sales representative) can be held responsible in any way, whether they be contained in any sales material, brochure, or alleged against the Agent or any sales representative or agent, other than as expressed herein in writing.
21. The Property shall remain at the risk of the Vendor until Closing. In the event of damage to the Property to a degree and by causes as determined by the Vendor in its sole discretion, the Vendor may at its option either repair the damage and finish the building and complete the sale, or may cancel this Agreement and return to the Purchaser all deposit monies theretofore paid, with interest at the rate prescribed under the Act, and the Vendor shall not be liable for any costs or damages incurred by the Purchaser thereby.
22. Notwithstanding the Closing of this transaction, and for a period of two (2) years thereafter, the Vendor or any of its authorized representatives shall be entitled at all reasonable times to enter the Property in order to make inspections, and to do any work or repairs to the Property required by the Vendor in its sole discretion.

- 23.(a) In the event that the Purchaser defaults on any of his obligations contained in this Agreement prior to Closing, and fails to remedy such default forthwith, if such default is a monetary default or within five (5) days of his being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to any other rights or remedies this Agreement provides, may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits, and privileges contained herein (including without limitation, the right to make colour and finish selection with respect to the Property as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement to be terminated and of no further force or effect, whereupon all deposit monies theretofore paid, together with all monies paid for Extras or changes to the Property, shall be retained by the Vendor as its liquidated damages and not as a penalty, in addition and without prejudice to any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement for any reason or event which is hereinbefore expressly provided or contemplated, then the Purchaser shall be obliged, if applicable, to forthwith vacate the Property, and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser, in accordance with the terms of this Agreement, does not have (nor could be deemed or construed to have) any interest whatsoever in the Property, the Lands and/or this Agreement, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of The Powers of Attorney Act and/or the Substitute Decisions Act, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.
- (b) The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, he shall not assert any of such rights, nor have any claim or cause of action (as a result of any matter or thing arising under or in connection with this Agreement) against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be found to be a nominee or agent of another person, firm, corporation or other legal entity, and this acknowledgement and agreement may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any such rights, claims or causes of action.
- (c) The Purchaser acknowledges and agrees this Agreement, the contents, terms and conditions of this Agreement and any amendment thereto shall be kept confidential by the parties. Neither party shall, under any circumstances, discuss or reveal the details of this Agreement or any amendment thereto with any arm's-length party including but not limited to, any other purchasers of new homes from the Vendor or other new home builders, real estate agents or others except in the following circumstances: (i) with a mortgage lender, a lawyer or the Tarion Warranty Corporation, or (ii) as may be required by law.
24. Time shall be of the essence of this Agreement in all respects, and any waiver, extension, abridgement or other modification of any time provisions shall not be effective unless made in writing and signed by the parties hereto or by their respective solicitors who are hereby expressly authorized in that regard.
25. The Purchaser's covenants and agreements herein contained shall not merge on the Closing Date, but shall remain in full force and effect accordingly to their respective terms, notwithstanding the conveyance of title to the Property and the payment of the Purchase Price. The Purchaser agrees to give to the Vendor any further written assurances as to the non-merger of the Purchaser's covenants, on Closing, if so requested by the Vendor and/or the Vendor's solicitor.
26. The meanings of the words and phrases used in this Agreement and in any schedule annexed hereto shall have the meanings ascribed to them in the Act, unless this Agreement or the context otherwise requires a different meaning for same. This Agreement shall be read with all changes in gender and number required by the context. Any headings used throughout this Agreement are for use of reference only and shall not be deemed or construed to form a part of this Agreement.
27. **ASSIGNMENT AND RESALE:**
- The Purchaser shall not assign or enter into any agreement providing for the assignment or sale of his interest under this Agreement of Purchase and Sale without the prior written consent of the Vendor. The Purchaser shall not advertise the sale of such interest to the general public until the expiration of one (1) year after the date of closing, unless the prior written consent of the Vendor is obtained.

In the event that the Purchaser receives an offer to purchase the Property from any other person at any time before the expiration of one (1) year after the date of closing, before accepting such offer, he shall first deliver an identical offer duly executed by him to the Vendor providing for the sale of the property to the Vendor together with a certified copy of the offer from the third party. Upon receipt of the third party's offer and the Purchaser's offer, the Vendor shall have **twenty (20) days** within which to either give written notice of its approval to permit the Purchaser to sell the property to the third party or accept the Purchaser's offer whereupon the Purchaser's offer shall constitute a binding Agreement of Purchase and Sale and shall be completed in accordance with its terms and provisions.

Assignment by Vendor - The Vendor shall have the right at any time prior to Closing to assign this Agreement of Purchase and Sale to any Company, Person, Persons, Firm or Corporation, either existing or to be incorporated, without the prior consent of the Purchaser and upon the Vendor giving the Purchaser a copy of such assignment whereby the assignee agrees to be bound by the terms of this Agreement of Purchase and Sale, the Vendor shall thereafter be free of all or any liability hereunder and the Purchaser agrees to complete the transaction as if such assignee were the Vendor named herein.

28. **RESTRICTIONS, WARNINGS ETC . PURSUANT TO SUBDIVISION AGREEMENT**

The Purchasers acknowledge having read the Restrictions, Warnings Etc. Pursuant to Subdivision Agreement attached hereto as Schedule "F".

29. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators, successor and permitted assigns.

30. The Purchaser acknowledges that the size of the dwelling unit as represented by the sale personnel is measured in accordance with industry standards and practice and, accordingly, may differ from measurements made using the Unit boundaries set out in the Declaration.

31. The Vendor and the Purchaser agree that the signing or initialing of an electronically transmitted fax copy of this Offer shall have the same effect as the signing or initialing of an original copy.

32. **ELECTRONIC REGISTRATION** - The closing of the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, R.S.O./S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) of the Vendor and the Purchaser receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the same lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers. The following terms and conditions shall form part of this Agreement:

(a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement;

(b) The Purchaser shall direct his/her solicitor to execute an agreement as reasonably required by the Vendor's Solicitor (the "Solicitor Agreement") establishing the procedure for completion of this Agreement;

(c) The Purchaser and Vendor acknowledge that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Solicitor's Agreement;

(d) If the Agreement cannot be completed in escrow pursuant to the Solicitor's Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor at such time as directed by the Vendor's solicitor or as mutually agreed upon to complete the Agreement; and

(e) Tender shall have been validly made by the Vendor when the "Completeness Signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitor and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale.

33. **ADDITIONAL FINANCIAL TERMS**

(a) The Purchaser hereby agrees to submit, within fifteen (15) days following receipt of the acceptance of this Agreement, his/her social insurance number to the Vendor (if not already provided on page 1 hereof);

(b) The Purchaser is hereby notified that a consumer's report containing credit and/or personal information may be referred to at any time in connection with this transaction and the Purchaser hereby consents to such report being obtained by the Vendor.

(c) The Purchaser shall provide the Vendor and/or the Vendor's Solicitor, upon request, with written confirmation from the Purchaser's lender that the Purchaser has received mortgage approval for the purchase of the Property.

(d) In the event that the Purchaser fails to submit the information, evidence and/or documents for approval within the time periods as hereinbefore set forth, and as often as the Vendor or the Vendor's solicitors shall require, or if the information, evidence and/or documentation submitted pursuant to the provisions of this Agreement or any amendment thereto is, in whole or in part, false or misleading, or if the Purchaser fails to disclose any relevant facts pertaining to his financial circumstances or abilities, then the Purchaser shall be deemed to be in default under this Agreement, and the default provisions of this Agreement shall apply.

Purchaser - _____