

AGREEMENT OF PURCHASE AND SALE

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

Except as otherwise provided all of the amounts payable to the Vendor are payable by cheque or bank draft drawn on a Canadian Bank or trust company and will be held as deposits pending completion or other termination of this Agreement and credited on account of the purchase price on the closing date.

PURCHASER: _____ D.O.B. _____

PURCHASER: _____ D.O.B. _____

VENDOR: **McKean Homes Limited**

Lot No. _____ On a proposed Plan of Subdivision Municipality: **WHITCHURCH-STOUFFVILLE**

Model Type: _____ Elevation: _____

Street (Civic Address): _____

Purchase Price: _____

_____ Dollars (\$))

Initial Deposit: _____ Dollars (\$))

Further Deposit: _____ Dollars (\$))

Deposit Due: _____

Further Deposit: _____ Dollars (\$))

Deposit Due: _____

The balance of the Purchase Price, in lawful money of Canada, is payable, to the Vendor or as it directs, by certified cheque on the Closing Date and subject to adjustments. At the time of the execution of the Agreement of Purchase and Sale, the Purchaser shall provide the Vendor with a series of post-dated cheques to satisfy all deposit requirements set out above.

The Addendum (as hereinafter defined) and the following Schedules attached hereto form part of this Agreement:

SCHEDULES A, B, C, FT, H, X, Q, S, T, K _____

Date of Offer: _____

Irrevocable Date: _____

Closing Date: The Firm Closing Date set out in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (both of which are attached hereto and are hereinafter collectively defined as the "Addendum") or, if applicable, the Delayed Closing Date set by the Vendor in accordance with the Addendum (hereinafter the "Closing Date")

In witness whereof I/We have hereunto set my hand and seal in the presence of:)
_____)
_____) Purchaser SEAL
_____)
_____)
_____) Purchaser SEAL

Purchaser's Solicitors:

Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

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

ACCEPTED this _____ day of _____, _____

VENDOR'S SOLICITORS:

FEINTUCH & FEINTUCH PROFESSIONAL CORPORATION
Barristers & Solicitors
5255 Yonge St.
Suite 1300
Toronto, ON M2N 6P4
Phone: 647 496-7891
Fax: 647 792-0424

McKean Homes Limited
Per: _____
Authorized Signing Officer
I have authority to bind the Corporation.

SCHEDULE "X"**1. CONSTRUCTION MATTERS:****CONSTRUCTION AND OCCUPANCY OF DWELLING:**

- (a) The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type hereinbefore indicated substantially in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office. Notwithstanding anything else herein contained, if for any reason except for the wilful neglect of the Vendor the Dwelling is not completed, utility services are not operative, the Planning Act has not been complied with, or the Dwelling has not been approved for occupancy by the Municipality on or before the Closing Date, the Purchaser agrees to grant and hereby grants such extension or extensions of time for completion of the foregoing as may be required by the Vendor and, subject to the provisions of the Addendum, the Closing Date shall be extended accordingly. Subject to the foregoing, if the Dwelling is not completed on or before the original or the extended closing date, or the said Dwelling type cannot be sited or built in accordance with the requirements of any governmental authority, this Agreement shall be considered as frustrated in accordance with clause 10(e) of the Addendum and all deposit monies shall be repaid to the Purchaser with interest and all parties hereto shall be relieved of any liability or obligation hereunder. The Purchaser acknowledges that construction of the Dwelling is subject to the Vendor's overall construction schedule within the subdivision and that an extension of the Closing Date due to commencement of any phase of construction of the Dwelling at a date other than the earliest possible date shall not constitute or be deemed wilful neglect. The Vendor may, at its option, delay the Closing Date for one (1) business day if the Purchaser is not ready to close without payment of delayed closing compensation. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor, and the Purchaser agrees in such case, provided the Municipality has approved the Dwelling for occupancy and the Vendor has provided the evidence required by Tarion, to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete the Dwelling. The Purchaser hereby agrees to accept the Vendor's covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the Construction Lien Act, and will not claim any lien holdback on closing.

FINAL INSPECTION:

- (b) (i) The Vendor represents and warrants to the Purchaser that the Vendor is in good standing with Tarion Warranty Corporation (formerly the Ontario New Home Warranty Program) ("Tarion"). The Vendor covenants that on the closing of this transaction a written warranty in the Tarion standard form will be requested by the Vendor from Tarion and that a warranty certificate will be mailed directly to the Purchaser by Tarion. The Purchaser agrees to accept such warranty in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the Property other than as expressed herein and more specifically, the Purchaser absolves the Vendor from any representations made by any and all sales representatives unless the same have been reduced to writing herein. This Agreement represents and expresses the entire Agreement between the parties hereto.
- (ii) The parties agree that the Purchaser (or the Purchaser's designate) will meet at the Dwelling on or before the Closing Date to conduct the pre-delivery inspection (the "PDI"). The Purchaser acknowledges that the warranties being given by the Vendor to the Purchaser under the terms of the Ontario New Home Warranties Plan Act R.S.O. 1990 C.O.-31 (the "Act") and which Act is administered by the Tarion Warranty Corporation (hereinafter called "Tarion") are the only warranties at law or otherwise being given to the Purchaser by the Vendor under the terms of this Agreement of Purchase and Sale. In this regard the Purchaser agrees that approximately seven (7) days prior to the Closing Date, the Purchaser will contact the Vendor to arrange to inspect the Property with the Vendor's representative. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor. During such inspection all damaged, incomplete or missing items and anything that is not in good operating condition, if any, shall be listed in writing on the Certificate of Completion and Possession form (the "CCP") and the Pre-Delivery Inspection form (the "PDI Form") provided for by Tarion and which forms shall be signed by the Purchaser and the Vendor's representative. Save as so listed the Purchaser shall be conclusively deemed to have accepted the Property as complete in accordance with this Agreement. The Vendor shall complete all matters set out in the CCP and the PDI Form as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Tarion warranty issued to the Purchaser as soon as reasonably practicable after the same has been called to the Vendor's attention by notice in writing, including having regard to weather conditions and availability of trades and materials. The Purchaser acknowledges that construction materials shrink as they dry resulting in nail 'pops'. Year-end drywall repairs will consist of compound patching only. Pursuant to Tarion policy, sanding and/or priming will be the responsibility of the Purchaser. The Vendor will endeavour to match colours of materials as closely as possible. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are contained in the CCP and PDI Form and for all warranty services that may be required to be performed by Tarion, all inspections, Home Owner service work, and/or work required by trades.
- (iii) The completion of the PDI and the completion and signing of the CCP and PDI Form as aforesaid are conditions of the Vendor's obligation to give occupancy of the Property and complete this transaction.
- (iv) The Purchaser acknowledges having been advised that a Homeowner Information Package ("HIP") developed by TARION is available from Tarion and that the Vendor will deliver one to the Purchaser at or before the PDI. The Purchaser agrees that either the Purchaser or the Purchaser's designate, will execute and provide to the Vendor the prescribed Confirmation of Receipt of the HIP (the "Receipt") forthwith upon receipt of the HIP.
- (v) Notwithstanding anything else herein contained, the Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor the Appointment of Designate for PDI in the form prescribed by Tarion (the "Appointment Form"), prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser personally.
- (vi) In the event the Purchaser or the Purchaser's designate, as the case may be, fails to attend the PDI or fails to execute the CCP and PDI Form at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth herein and at law. Alternatively, the Vendor may, at its option, complete the CCP and PDI Form on behalf of the Purchaser or the Purchaser's designate, as the case may be, and the Purchaser and/or the Purchaser's designate, as the case may be, hereby irrevocably appoints the Vendor as the Purchaser's or the Purchaser's designate, as the case may be, attorney to complete the CCP and PDI Form on the Purchaser's or the Purchaser's designate's behalf, as the case may be, and, in which event, the Purchaser shall be bound as if the Purchaser or the Purchaser's designate, as the case may be, had executed the CCP and PDI Form.
- (vii) In the event the Purchaser and/or the Purchaser's designate fails to execute the Receipt forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth herein and at law. Alternatively, the Vendor may, at its option, execute the Receipt on behalf of the

Purchaser or the Purchaser's designate, as the case may be, and the Purchaser and/or the Purchaser's designate, as the case may be, hereby irrevocably appoints the Vendor as the Purchaser's and/or the Purchaser's designate, as the case may be, attorney to execute the Receipt on the Purchaser's or the Purchaser's designate's behalf, as the case may be, and, in which event, the Purchaser and/or the Purchaser's designate, as the case may be, shall be deemed to have executed the Receipt.

(viii) The registration of the transfer to the Purchaser shall constitute acceptance by the Purchaser of the Property and shall be deemed to be a complete release by the Purchaser, of the Vendor under this Agreement from any and all liability of any kind whatsoever under this Agreement save only for the completion after closing of the work, if any, listed as aforesaid on the CCP and PDI Form, or, if nothing is listed thereon, as required to be done in accordance with this Agreement. If the Purchaser is more than one person, only one such Purchaser need attend the PDI and sign the CCP, PDI Form and Receipt and each Purchaser hereby irrevocably appoints the other Purchaser or Purchasers as agent for the purpose of attending the PDI and signing the CCP, PDI Form and Receipt. For purposes of the Appointment Form, the same designate must be collectively appointed by all such Purchasers. There shall be no holdback for uncompleted work and the full balance of the Purchase Price will be paid to the Vendor on closing.

2. PURCHASER'S COVENANTS:

The Purchaser agrees with the Vendor as follows:

ACCEPTANCE OF PLAN OF SUBDIVISION:

- (a) To forthwith upon request do all acts and execute and deliver all documents, both before and after closing, as may be required by the Vendor or the relevant municipality (the "Municipality") in connection with and the acceptance of the plan of subdivision wherein the Property is situate as a whole by the Municipality.

ENCUMBERING THE PROPERTY:

- (b) The Purchaser will not before closing, mortgage, sell, deal with or in any way encumber the Property, directly or indirectly, that he will not permit any lien, execution or conditional sales agreement to be registered or filed and that he will not obstruct or alter the premises.

NON-MERGER:

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

SUBSTITUTIONS:

- (d) Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials 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. The Purchaser acknowledges that the siting of the garage for the dwelling unit has not yet been established and the Purchaser accepts that the garage may be sited on either side of the dwelling unit in accordance with the Vendor's architectural and engineering requirements for the dwelling.

GRADING:

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

The Purchaser acknowledges that the Vendor may not be completing the paving of the driveway for the property as contemplated herein, until after the closing of this transaction. Without limiting the generality of what may be contained herein, the Purchaser acknowledges and agrees with the Vendor that, after closing, he will not alter or change either the driveway or curbs without the express written consent of the Vendor, Subdivider and the Municipality, which consent may be arbitrarily withheld, until the subdivision has been assumed by the Municipality for maintenance purposes. The Purchaser further acknowledges that if he alters or changes the driveway and/or curbs that the Vendor has the right to enter the property to restore the driveway and/or curbs to their previous placement and/or condition and to charge the cost of same to the Purchaser as a lien on his property until paid by the Purchaser to the Vendor.

The Purchaser acknowledges that the Vendor, at this time, is not aware of the final grading to be required for this property. The Purchaser further acknowledges that if the Municipality requires an upgrade elevation for the property that the extra costs for the upgraded elevation will be paid for by the Purchaser on the final Statement of Adjustments at the time of the closing of the transaction.

UTILITIES:

- (f) Unless expressly provided in this Agreement, the water heater is not included in the Purchase Price and shall remain chattel property. The Purchaser acknowledges that the water heater for the dwelling may be either (a) a rental water

heater in which case the Purchaser agrees to execute a rental contract, if requested, with the designated supplier for the said water heater prior to closing. The rental rate as of the date of this Agreement is approximately \$48.00 per month plus tax (and any increase that the supplier may levy for the rental water heater) or (b) the Vendor shall install a water heater in the dwelling and the Purchaser agrees to pay to the Vendor the cost of such water heater as an adjustment, on closing, together with applicable taxes thereon.

In either situation, the Purchaser agrees to take all necessary steps to immediately assume, on closing, all charges for hydro, water and other services.

TARION ENROLMENT FEE:

(g) The Purchaser covenants and agrees to reimburse the Vendor on closing for any enrolment fees paid by the Vendor for the Dwelling to Tarion or otherwise in connection with the Tarion warranties.

TITLE DIRECTION:

(h) The Purchaser(s) agrees to provide the Vendor's Solicitor with a written direction as to whom title is to be conveyed (subject to the first mortgagee's requirements which the purchaser will abide by) no later than sixty (60) days prior to the Closing Date, failing which the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Title may only be directed by the Purchaser, to add his spouse, son and /or daughter and no other party without the written consent of the Vendor, which consent may be withheld for any reason whatsoever, all in accordance with the terms of Clause 2(k) herein, provided that at no time shall the original Purchaser(s) be permitted to remove their name from title without written consent from the Vendor. In the event of any change, the Purchaser agrees to pay to the Vendor's Solicitor their legal fees. The Purchaser covenants not to register this Agreement or any other document on title prior to closing. The Purchaser acknowledges that registration against title to the Land of any notice or caution or other reference to this Agreement or his or her interest in the Land is likely to cause inconvenience and prejudice to the Vendor, for example, by impeding financing. If any such registration occurs, the Vendor may terminate this Agreement forthwith and retain the deposit in addition to and without prejudice to any other remedy available to the Vendor arising out of such default. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

RELEASE OF KEYS:

(i) Keys will be released to the Purchaser at the construction site or the sales office of the Vendor, as the Vendor in its absolute discretion determines, upon completion of this transaction, unless otherwise specifically agreed to in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that the keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by 5:00 o'clock p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next following business day.

EXTRAS, COLOUR SELECTION AND FINISHES:

(j) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that his transaction is not completed for any reason whatsoever except due to default of the Vendor. The Purchaser's failure to pay for upgrades or the Purchaser issuing a cheque which does not clear the Vendor's bank or is marked for insufficient funds shall be a FBOC. Notwithstanding anything therein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remains incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then they shall be refunded to the Purchaser upon Closing that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishing, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work. If for any reason payment for such extras, upgrades or charges ordered by the Purchaser is not received at the time such order is made, any such outstanding amounts shall bear interest from such time at the rate of 24% per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts or any part thereof remains outstanding at closing, such amount together with interest calculated and compounded as aforesaid shall be credited to the Vendor on the Statement of Adjustments.

(k) The Purchaser covenants and agrees that he will within ten (10) days of notification from the Vendor attend and complete the Vendor's colour and material selection form (the "Interior Finishing Selection Sheet") for those items of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement, failing which the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law or, in the alternative, the Vendor may complete the same in its sole and absolute discretion, on behalf of the Purchaser and the Purchaser agrees to be bound by the Vendor's selection and the Vendor shall not be liable for any delays in having the Property ready for Closing. The Purchaser acknowledges that when said selection form is completed, it shall constitute part of this Agreement.

(l) The Purchaser acknowledges that the Vendor's scheduling requirements are paramount and that the Purchaser will be required to attend appointments at times and locations selected by the Vendor to complete the colour and material selections specified above. In the event that the Purchaser is unable to attend the appointment set forth by the Vendor, the Purchaser will be required to provide cancellation notice to the Vendor 72 hours prior to the set appointment, and provide an alternative date to reschedule the appointment that falls within ten (10) business days of the cancelled appointment. In the event that the Purchaser fails to notify the Vendor and does not appear to the scheduled appointment, the Purchaser shall pay to the Vendor a fee in the sum of \$500.00 plus HST for each occurrence.

(m) All selections of items of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement are to be made from the Vendor's samples. If the Purchaser's colour, material, construction or finishing selections are unavailable for any reason whatsoever, the Vendor shall advise the Purchaser of such unavailability, after which, the Purchaser may make an alternate selection only of such items as may be unavailable. If the Purchaser fails to make an alternate selection as aforesaid, within seven (7) days, the Vendor may substitute in its sole and absolute discretion, without the consent of the Purchaser, materials or finishing which are of equal or better quality, whether the same are different in colour and/or finish. The Purchaser hereby irrevocably agrees to accept the Vendor's selection without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligation herein, or terminate this Agreement and the Purchaser agrees that the deposit monies paid by the Purchaser hereunder shall be forfeited to the Vendor in addition and without prejudice to any other remedy available to the Vendor arising out of such default.

(n) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. Purchaser hereby shall accept any such colour variation resulting from the manufacturing process, change of suppliers or otherwise, without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations herein..

SALE RESTRICTIONS:

(o) The Purchaser represents to the Vendor and upon which representation the Vendor has relied in accepting the Purchaser's offer that he is purchasing the Property for his own personal use and not for speculative purposes. Prior to Closing, the Purchaser covenants and agrees not to post any signs for sale or list the Property for sale, or advise others that the Property is or may be available for sale, offer for sale or sell, the Property or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, either directly or indirectly, to any person without the prior written consent of the Vendor, which consent may be arbitrarily withheld or delayed. Any offering for sale, sale, assignment or attempted assignment of this Agreement shall constitute a fundamental breach of contract (hereinafter in this Agreement referred to as a "FBOC") which shall at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty and the Purchaser shall have no further right to or interest in the Property.

TITLE RESTRICTIONS:

- (p) (i) The Purchaser shall accept the Property, subject to the building and other restrictions registered on title, including provisions in the Subdivider's deed to the Vendor or Purchaser, provided there is no breach of such restrictions on closing, and to execute and grant any easements or right of way for installation and/or maintenance of services as may be required, both before and after closing, by any government or utility authority or body.
- (ii) The Purchaser covenants and agrees to accept title to the property subject to the following:
- (a) any registered or unregistered subdivision, development, site plan, housekeeping, financial, security or like agreement or agreements with the relevant City, Town or Municipality, containing provisions relating to the use and development of the lands on which the property is located, or with any other governmental authority having jurisdiction which may now or hereafter be entered into and to execute any documentation which may be required to evidence his consent to same;
- (b) any agreement entered into with the hydro electric commission for the provisions of hydro electric services;
- (c) any easements for ingress or egress and any easements, covenants, licences or encroachment or other agreements for the installation and maintenance of any public or other utilities, including without limitation, telephone, hydro, gas, sewer, water, cablevision and master antenna T.V. distribution system (such easements may be for the benefit of other lands);
- (d) any other municipal requirements including building and zoning by-laws, all restrictions and covenants that run with the land, noise attenuation provisions or environmental notices, warnings or covenants affecting or relating to the use, development or erection thereof or other improvements in or on the property;
- (iii) The Purchaser further acknowledges and agrees that the following clause may be required to be inserted on the Transfer to the property:

Subject to a right in the nature of a licence or easement in favour of the owners and occupants from time to time of Part of Lot _____, Plan No. _____, designated as Part _____ on Reference Plan No. _____, City/Town of _____, Regional Municipality of _____, over, along and upon Parts _____ and _____ on Reference Plan No. _____, for the purpose of maintaining and repairing the building constructed on Part of Lot _____, Plan No. _____ designated as Part _____ on Reference Plan No. _____, City/Town of _____, Regional Municipality of _____.

If such licence or easement or any other licence or easement is required subsequent to closing, the Purchaser, at the request of the Vendor or its solicitor shall grant, execute and return to the Vendor or its solicitor such licence agreement or transfer of easement together with a postponement thereto of any mortgage registered on title within seven (7) days of request for same, at no cost to the Vendor.

SODDING:

(q) The Purchaser acknowledges that grading and sodding shall be done between June and October or at such other times as weather conditions permit as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering, and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expense of same as determined by the Vendor.

NOTICES:

(r) The Purchaser acknowledges that the subdivision agreement to be entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels

from nearby railway lines, the absence of door-to-door mail delivery, the location of the "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit or affect the enjoyment by the Purchaser of the Property. The Purchaser covenants and agrees to execute forthwith upon request, an acknowledgement and/or amendment to this Agreement containing such notice if and when requested to do so by the Vendor and to be bound by the contents of any such notice aforesaid.

READJUSTMENTS:

(s) All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of 24% per annum, calculated and compounded daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

The Purchaser acknowledges and agrees that if any cheques provided to the Vendor, pursuant to the terms of this Agreement, are returned by the Bank for any reason whatsoever, including unpaid, N.S.F. or payment stopped ("NSF"), then in addition to any other remedies available to the Vendor as a result of this default, the Purchaser shall pay to the Vendor an NSF fee in the sum of \$500.00 plus HST for each such occurrence which sum must be paid by the Purchaser to the Vendor by certified cheque, on or before the closing of the sale transaction, failing which the Purchaser, at the option of the Vendor, will be deemed to be in default of the Agreement of Purchase and Sale. If for any reason payment for the NSF fee(s) is not received, the NSF fee(s) shall bear interest from the date of the NSF cheque at the rate of 24% per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts or any part thereof remains outstanding at closing, such amount together with interest calculated and compounded as aforesaid shall be credited to the Vendor on the Statement of Adjustments.

HOME OWNER SERVICE / WARRANTY HOME SERVICE:

(t) (i) No request by the Purchaser for home owner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro. The Purchaser acknowledges that the Vendor may be leaving a supply of new unused tiles in the garage of the premises and/or in the home to be used by the Vendor in the event they are needed for future repairs to the tiles in the home. The Purchaser acknowledges that these tiles are the property of the Vendor and are to be used only by the Vendor to correct any future repairs to the tiles in the home, if necessary, for which the Vendor is responsible. The Purchaser further acknowledges that if the Purchaser uses these tiles or removes them from the garage and/or the home or damages any of the tiles, then the Purchaser will be responsible, at his own expense, to correct any future problems that may arise to the tiles in the home.

(ii) The Purchaser is advised that all warranty services that may be required to be performed by Tarion, all inspections, Home Owner service work, and/ or work required by trades can only be done provided the Purchaser or the Purchaser's designate is present in the home. If the Purchaser appoints a designate to be present at the time of such warranty work etc., they must provide the Vendor with written confirmation of the name of the designate who must be at least 18 years old and who has the authority to sign for completion of all work orders confirming the Purchaser's satisfaction of same.

BASEMENT DEVELOPMENT AND HOME ALTERATIONS:

(u) The Purchaser covenants not to finish the whole or any part of the basement of the Dwelling for a period of two (2) years after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage including to basement improvements and chattels stored in the basement resulting from water seepage, as well as any consequential damages arising therefrom. The Purchaser acknowledges that he will not make any changes, structural or otherwise to the home being purchased herein for two years after the closing of this transaction without first notifying the Vendor, in writing, of the proposed changes he intends to make to the home. The Purchaser further acknowledges that if any such changes to the home made by the Purchaser negatively affects any item in the home constructed by the Vendor, then the Tarion warranties relating to such items in the home constructed by the Vendor shall be voided and of no effect whatsoever.

SETTLEMENT:

(v) If settlement occurs due to soil disturbance around the house, the walkways, driveways and sodded areas, rectification of all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling which the Vendor considers of a minor nature by reason of such settlement.

FENCING AND RETAINING WALLS:

(w) The Purchaser acknowledges and agrees that all aspects of fencing including design, material and colour shall be as determined by the Subdivider in its sole discretion. Where any portion of any fence is within 2.0 metres of the Property line, such fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property. The Purchaser acknowledges that the Purchaser's lot may not be flat due to the presence of swales for drainage, ravines or other geographic features within or adjacent to the Purchaser's lot. The Purchaser agrees to complete the herein transaction notwithstanding the existence on the Property of a tree preservation area or buffer block (possibly adjacent to an open space), any retaining walls and catch basins which may encroach into the Purchaser's lot, infiltration trenches, rain barrels or fencing required pursuant to any engineering drawings or otherwise deemed to be required by the Vendor, its architect or engineer whether or not the Purchaser was notified of same prior to or after entering this Agreement. All maintenance of fencing and/or retaining walls and catch basins on the property shall be the responsibility of the Purchaser after closing. Notwithstanding the foregoing, any encroachment on the Property by a fence required by any governmental authority by way of subdivision agreement or otherwise, shall be deemed to be a Permitted Encroachment. The Purchaser further acknowledges that they are not permitted to stain any fence constructed on their property by the

Vendor without written consent of the Vendor and the Municipality. If the Purchaser breaches this covenant they will be responsible to pay for all costs incurred by the Vendor in removing the stain or re-staining the fence.

ARCHITECTURAL CONTROLS AND SITING:

(x) The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location and colour of such corner lot fencing), exterior colour schemes, or any other mater external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor is required, in compliance with such architectural control requirements and/or municipal requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway location siting or construction, boulevard tree planting, fencing or landscaping plan for this Dwelling (all of which is hereafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sale brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, or otherwise necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to Construction of the Dwelling type hereinbefore described.

CLOSING COVENANTS

(y) The Purchaser agrees with the Vendor that after closing he:

(i) will not erect or place a fence (except where required or permitted by the Vendor and by the Municipality), gate, hedge, clothesline, or other obstruction on or adjacent to, in or upon the boundary line of the lot or part thereof or on any part of the lot without the written consent of the Developer and any other competent authority;

(ii) covenants that no fence, hedge or other structure on any corner lot shall be planted, constructed or permitted to block the sight triangle of the corner of the lot measured on both frontage and flankage, provided however, that this shall not prevent the construction of any building that complies with the setback requirements of the Municipal by-laws applying to this lot;

(iii) will not place, locate or maintain a swimming pool or outdoor antenna or satellite dish on any part of the lot or any structure therein without the written consent of the Developer and any other competent authority;

(iv) will not place any signs, billboards, notices or other advertising matter of any kind (except the standard "for sale" or "sold" sign) on any part of the lot or upon a wall of the dwelling or any fence, tree or other structure without the consent and approval of the Developer;

(v) will not place, locate, keep or maintain a trailer on any part of the lot;

(vi) will not clog, fill, alter, obstruct, remove or interfere with any gutter, swale or drain without the consent of the Municipal Engineer;

(vii) will not damage, cut down or remove any tree on the lot without the consent in writing of the Municipality;

(viii) will rectify any damage to any catchbasin and infiltration trench and their appurtenant drainage pipes, fences and any slope stability work, such as retaining walls, which may be located within the lot or on the lot line;

(ix) will not alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Commissioner of Public Works;

(x) will adhere to the terms and conditions and other applicable provisions set out in the Subdivision and/or Development Agreement insofar as they pertain to the maintenance, reconstruction, use and occupancy of the dwelling and appurtenances erected or to be erected upon the within lot;

(xi) will accept, adhere to and comply with all agreements, terms, warning, easements, conditions, restrictions and/or covenants which may be registered on title;

(xii) will grant any right, easement or restriction on and after closing upon written request of the Vendor for the purpose of constructing, maintaining or repairing any and all services, public or private, required for the servicing and developing generally of the lots in the Municipality or otherwise and required;

(xiii) will grant the Municipality, Region or Hydro-Electric Commission, or any other authority having jurisdiction, any easements required by them and provided such easements do not interfere with any building constructed on the lands;

(xiv) will adhere to all covenants, undertakings and agreements set forth in the Agreement of Purchase and Sale and related Schedules.

(xv) will not make any changes, structural or otherwise to the home being purchased herein for the two years after the closing of this transaction without first notifying the Vendor, in writing, of the proposed changes he intends to make to the home. The Purchaser further acknowledges that if any such changes to the home made by the Purchaser negatively affects any item in the home constructed by the Vendor, then the Tarion warranties relating to such items in the home constructed by the Vendor shall be voided and of no effect whatsoever.

(xvi) is aware that the Vendor may not be completing the paving of the driveway for the property as contemplated herein, until after the closing of this transaction. The Purchaser acknowledges and agrees with the Vendor that, after closing, he will not alter or change either the driveway or curbs without the express written consent of the Vendor, Subdivider and/or the Municipality, which consent may be arbitrarily withheld, until the subdivision has been assumed by the Municipality for maintenance purposes. The Purchaser further acknowledges that if he alters or changes the driveway and/or curbs that the Vendor has the right to enter the property to restore the driveway and/or curbs to their previous placement and/or condition and to charge the cost of same to the Purchaser as a lien on his property until paid by the Purchaser to the Vendor. In the event that the Purchaser completes this transaction at a time prior to the Vendor completing all of its work or construction within the subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and sub trades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and sub trades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.

The Purchaser acknowledges that title to the Property may be subject to these restrictions and covenants as well as such other restrictions and covenants as may be required by the Developer. If requested, the Purchaser agrees to execute a separate document, in form and substance satisfactory to the Vendor incorporating such restrictions and covenants.

FINAL GRADING:

(z) In the event this Dwelling is described on the first page of this Agreement as having a "walk-out" or a "walk-up", and such is not possible, the Purchase Price herein shall be reduced by the amount the Purchaser paid for a "walk-out" or a "walk-up". In the event this Dwelling is not described on the first page of this Agreement as having a "walk-out" or a "walk-up" and such is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Twenty-Five Thousand (\$25,000.00) 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.

3. TITLE MATTERS:

SUBDIVISION AGREEMENT:

(a) The Purchaser acknowledges and agrees that title may on closing be subject to one or more subdivision or other development agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor herein is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on closing or thereafter to obtain releases of such subdivision or other development agreements and the Purchaser shall satisfy himself as to compliance. The Purchaser will not interfere with the Vendor's access to the Property as may be required to carry out any requirements of any governmental authority including pursuant to any agreement following closing. The Purchaser's failure to comply with the preceding sentence will cause the Vendor significant damages and hereby indemnifies the Vendor with respect to same.

ACQUISITION OF TITLE:

(b) The Vendor has agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event of default by the Subdivider in compliance with the requirements therein contained, or in the event the Subdivider exercises its right, by reason of adverse soil conditions affecting the Property, to terminate the purchase agreement as it relates to the Property, or if the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall be considered frustrated in accordance with paragraph 10(e) of the Addendum and all deposit monies shall be repaid to the Purchaser with interest and all parties hereto shall be relieved of any liability or obligation hereunder.

RELEASE TO SUBDIVIDER:

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

PRIOR MORTGAGES:

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

TITLE SEARCH:

(e) Provided the title is good and free from all encumbrances except as herein provided and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of service, T.V. transmission system, mutual driveways, and for maintenance of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including but not limited to eaves, eavestroughing, or other attachments to the roofs, furnaces and hot water tank vents pursuant to easements given by the Vendor to the Owners of the abutting lands. The Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands pursuant to the easements given by the Owners of the abutting lands to the Vendor. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed until thirty (30) days prior the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

The Transfer is to be prepared by the Vendor on the Vendor's standard form. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions

and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$125.00 plus HST for each discharge, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

4. TENDER:

The parties waive personal tender and agree that failing other mutually acceptable arrangements, and in particular, if the electronic registration system contemplated in paragraph 13 is not operative in the applicable Land Titles Office in which the Property is registered, tender may be validly made if the tendering party attends at the Registry Office in which the title to the Real Property is recorded at 4:00 o'clock p.m. on the Closing Date and for a period of one-half hour thereafter shall be ready, willing and able to close or alternatively, the tender may be validly made upon the designated solicitors for the party being tendered upon. The parties agree that payment must be made or tendered by bank draft or cheque certified by a Canadian Chartered Bank, trust company or Province of Ontario Savings Office. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements made to do so in accordance with paragraph 3(d) in case the Purchaser should complete the transaction.

In the event that the Purchaser requests an extension of the closing date for any reason and such extension is granted by the Vendor, the Purchaser covenants and agrees that any such extension, if granted, will be conditional upon receipt of a further deposit payable to the Vendor and determined at the Vendor's sole discretion and an additional extension fee of a minimum of \$250.00 plus HST per day for each day the closing is extended. The extension fee will be added as an adjustment due on closing and the further deposit shall be due forthwith upon the extension request being granted."

5. ADJUSTMENTS:

Realty taxes, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property. The Purchaser agrees to pay on closing a deposit, the amount to be determined by the Vendor, to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to his Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser. The Purchaser agrees to pay all relevant taxes in connection with the subject purchase transaction which shall be in addition to the purchase price and may be included on the Statement of Adjustments. The Vendor may require the Purchaser to accept or assume the cost of the insurance premium for the insurance policy arranged by the Vendor, the cost of which will be credited to the Vendor on closing.

6. MODELS:

The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless same is specifically provided for in any schedule forming part of this Agreement. The Purchaser acknowledges and accepts that the Vendor will be maintaining the model home or homes or sales offices and all advertising signs associated therewith for sale purposes until all homes in this subdivision and/or the adjacent subdivisions built by the Vendor or its affiliated corporations have been constructed, sold and occupied. The Purchaser acknowledges that the lot dimensions illustrated on the proposed plan of subdivision (if not registered) are approximate and may be varied in accordance with the requirements of the Vendor or the Municipality. The Purchaser further acknowledges that the lot dimensions illustrated on various plans, brochures or other marketing materials displayed in the sales office or elsewhere are approximate and it is suggested that the Purchaser refer to the actual dimensions of the subject lot as noted on the proposed plan of subdivision subject to the foregoing.

The Purchaser acknowledges that if the Property being purchased herein has been used by the Vendor as a model home or inventory to the Vendor, then there will be wear and tear in the Property which the Purchaser accepts and the Purchaser acknowledges that he/she is purchasing this Property on an "as is" basis including without limiting the generality thereof existing nicks, dents, scratches, scuff marks on all hardwood areas, stairs, pickets, stringer, risers, treads, all trim work doors, jambs, baseboards/casings, wear and tear on carpet, existing paint touch-up blemishes, existing chips and scratches on ceramics and grout areas, wear and tear and scuff marks on all counters and tubs and agrees that the Vendor shall not be responsible either directly or indirectly (including by way of claim pursuant to the legislation relating to the Tarion warranties) to clean, repair or replace any part of the Property including wall covering, carpeting, vinyl/ceramic/hardwood flooring, cabinetry, window treatments, trees, shrubs or other planting materials, interlocking walkways and/or slab walkways, or any other features or extras on the Property either before or after closing unless specifically set out in this Agreement of Purchase and Sale. The Purchaser acknowledges that the life time line of the exterior brick work, shingles, windows and doors seals commenced at the time the model home was built and the Builder's warranties have expired and the Builder's warranties on the air conditioner and humidifier (Mechanical Units) have expired and agrees that the Vendor shall not be responsible either directly or indirectly (including by way of claim pursuant to the legislation relating to the Tarion warranties) for any warranty claim for same. All appliances, including but not limited to the air conditioner and humidifiers (Mechanical Units), and fixtures included in the purchase price are purchased in an "as is" condition.

7. REZONING:

The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the Subdivider may apply for a re-zoning with respect to the blocks or lots not purchased hereunder as laid down by the plan of subdivision within which the Property is situated or with regard to the lands adjacent to or near the lands laid down by such plan of subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor. The Purchaser acknowledges that this provision may be contained in the Transfer/Deed of Land or in a separate document registered or to be registered on title.

8. GENDER OR NUMBER:

This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. Any breach by the Purchaser of any of the provisions of this Agreement shall entitle the Vendor, in addition to any rights or remedies that the Vendor may have in law or otherwise, to give notice to the Purchaser declaring this Agreement null and void, whereupon all deposit monies paid hereunder, and any monies paid for extras, shall be forfeited to the Vendor as liquidated damages and not as a penalty. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and retain all deposit monies in full without prejudice to the Vendor's rights to additional deposit monies that may be required and any other rights it may have hereunder and at law including the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 20% per annum, calculated daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted therefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. All buildings and equipment shall be and remain at the Vendor's risk until closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns. Where the Purchaser is a corporation or is an individual or corporation purchasing in trust for a corporation, individual or other entity, the execution of this Agreement by the individual or individuals signing for a corporation or other entity or by the individual named as the purchaser in trust will be deemed to also be a personal guarantee and indemnity of the individual or individuals so signing of all the Purchaser's obligations hereunder, it being understood that the Vendor need not first exhaust its recourse against the Purchaser prior to pursuing such personal guarantee and indemnity.

9. HEADINGS:

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

10. PLANNING ACT COMPLIANCE:

It is understood that this Agreement is subject to compliance in all respects with the subdivision control provisions of the Planning Act (Ontario), which compliance shall be obtained by the Vendor at its sole expense before Closing, failing which (in the absence of any extension of the Closing established or implemented by the Vendor pursuant to and in accordance with the provisions of the Tarion Addendum) this Agreement shall automatically be terminated and have no further force and effect, and the Vendor and the Purchaser shall have no further liabilities or obligations hereunder, and neither of the parties hereto shall thereafter be liable to the other for any costs and/or damages that may be suffered or incurred by them in connection with this Agreement or the termination thereof, save and except for any compensation that may be payable by the Vendor to the Purchaser in connection therewith pursuant to the provisions of the Tarion Addendum.

11. FINANCING AND PURCHASER'S OBLIGATIONS::

The Purchaser covenants and agrees to provide evidence to the Vendor's satisfaction that the Purchaser has the ability to complete the purchase and perform his obligations under this Agreement. The Purchaser shall, within ten (10) business days of the Date of Acceptance of this Agreement, produce one or a combination of the following:

- (1) A firm mortgage approval from a Canadian chartered bank equal to eight percent (80%) of the Purchase Price. **A firm mortgage approval from a mortgage broker is not acceptable.** The firm mortgage approval must contain the following:
 - (i) The amount of the mortgage approval in Canadian Dollars;
 - (ii) The name and contact details of the bank representative who issued the mortgage approval.
- (2) Verification that the Purchaser has sufficient funds to complete the purchase, such as copies of the Purchaser's bank account statements from a Canadian Chartered Bank, and/or the Purchaser's investment portfolio statements from a Canadian Securities Dealer, which demonstrates that the Purchaser has the funds available as deposit, or in liquid investments, to pay the purchase price.

The Purchaser, by executing this Agreement hereby irrevocably authorizes and directs any proposed Lender to release to the Vendor, at such times as the Vendor may request, all information and documentation in the Lender's possession and control respecting the Commitment and the Purchaser further agrees to provide the Lender with the necessary additional authority to provide such information to the Vendor, if such additional authority is required, without exception. If the Purchaser does not intend to rely upon mortgage funds to complete the subject transaction then the Purchaser shall provide a letter from their bank or solicitor satisfactory to the Vendor, in its sole, subjective and absolute discretion, confirming the Purchaser's ability to complete this transaction.

In addition, if required, the Purchaser shall execute an irrevocable direction acceptable to the Vendor as to form and substance whereby the Purchaser directs such lending institution to pay the net proceeds of all advances pursuant to the Commitment directly to the Vendor or as the Vendor may direct. The Vendor may, in its sole discretion, elect to accept in the place of such Commitment, other evidence satisfactory to the Vendor that the Purchaser will have available sufficient funds to pay the balance due on Closing. If the Purchaser fails to provide the Commitment within the timeframe prescribed above, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in the Agreement and/or at law. If the Vendor, in its reasonable discretion, determines that the Commitment or other evidence submitted by the Purchaser does not demonstrate a reasonable financial ability to complete the transaction, the Vendor may elect, in its sole, subjective and absolute discretion, that rather than terminate this Agreement additional deposits shall be payable by the Purchaser at such times and in such amounts indicated by the Vendor, in its sole, subjective and absolute discretion, provided that such further deposits total no more than an additional 10% of the Purchase Price.

The Purchaser is hereby notified that a consumer's report containing credit and personal information may be obtained and referred to at any time in connection with this transaction and the Purchaser hereby consents to such report being obtained by the Vendor and/or any Mortgagee. If the Purchaser has not provided the aforesaid credit and lawyer information within the aforesaid time period, the Purchaser may be deemed to be in default under this Agreement.

12. PURCHASER'S SOLICITOR

Within 15 days after notification of the Vendor's acceptance of this Agreement, the Purchaser shall: (i) retain a solicitor in good standing with the Law Society of Ontario to represent the Purchaser with respect to this Agreement as the Purchaser's Solicitor, and (ii) notify the Vendor of the solicitor's contact information, failing which the Purchaser shall be in default hereunder. In the event of such a default, the Vendor may exercise any of its rights in the event of default or, in its sole, subjective absolute discretion, elect to forgive and allow rectification of the default on such terms and conditions as are acceptable to the Vendor. In addition to and notwithstanding the above, in the event the Purchaser does not retain a solicitor at least 30 days prior to Closing and notify the Vendor thereof, the Purchaser shall not only be in default hereunder but also and acknowledges and agrees that in such event tender by the Vendor is waived and the Vendor will be deemed on the day of Closing to be ready, willing and able to complete this transaction without having to give proof thereof. In addition, if the Purchaser notifies the Vendor of its solicitor information less than 30 days prior to Closing or changes its solicitor, and the Vendor forgives any default that arises therefrom, the Purchaser shall pay to the Vendor's Solicitors (or reimburse the Vendor) for all additional legal fees and disbursements which may be incurred by the Vendor or charged by its solicitors, which shall be at a minimum \$250 (plus HST), which payment may be, at the Vendor's option, charged as an adjustment on Closing.

13. ELECTRONIC REGISTRATION:

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

- (a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Document Registration Agreement"), establishing the procedures and timing for completing this transaction;
- (b) The delivery and exchange of documents, monies and keys to the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) in the event of electronic registration of documents, the Purchaser shall pay to the Vendor on the Closing Date the sum of \$200.00 plus HST to reimburse the Vendor for the cost incurred with respect to electronic registration;
 - (ii) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
 - (iii) shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement.
- (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.
- (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Property until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (e) Each of the parties hereto agrees that the delivery of any executed documents not intended for registration on title to the Property shall be delivered to the other party no later than the Closing Date unless alternate arrangements are agreed to between the solicitors.
- (f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - (i) delivered photocopies of all closing documents, keys and/or photocopies of any funds to the Purchaser's solicitor, it being understood that the Vendor making the keys available at its site/sales office shall be deemed to be delivered to the Purchaser's solicitors for the purposes hereof;
 - (ii) advised the Purchaser's solicitor, either verbally or in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor.

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

14. The Purchaser agrees that it will, from time to time upon the request of the Vendor, provide the Vendor with such information it requires to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and the related regulations and guidelines issued pursuant thereto and any other requirements of FINTRAC.

15. NOTICE TO PURCHASERS:

Any written notices required to be sent to the Purchaser by the Vendor pursuant to the terms of this Agreement shall be sent to the Purchaser in accordance with paragraph 14 of the Addendum. The Purchaser acknowledges that when the Vendor receives confirmation of any email or fax sent by the Vendor to the Purchaser pursuant to paragraph 14 of the Addendum, such confirmation shall be deemed conclusive evidence that such email and/or fax has been received by the Purchaser. The Purchaser acknowledges that it is his responsibility to notify the Vendor in writing of any changes in their email address, fax number, mailing address and/or home address within 48 hours of such change. If the Purchaser fails to notify the Vendor in writing within such 48 hours, then any notices sent by the Vendor to the Purchaser pursuant to the Agreement shall be deemed to have been properly sent to and received by the Purchaser at the most current email address, fax number, mailing address or home address provided to the Vendor. The Purchaser acknowledges and agrees that if there is more than one purchaser named on the front page of the Agreement to which this Schedule is attached, the Vendor may send Notices to be delivered hereunder to the said purchasers at any one of the addresses, fax numbers or email addresses listed for the purchasers in the Addendum which shall be deemed to be a proper notice to all of the purchasers hereunder.

16. NOTICE TO VENDOR:

Any notice required to be given pursuant to the terms of this Agreement by the Purchaser to the Vendor shall be made in writing to the Vendor at 5400 Yonge Street, Second Floor, Toronto Ontario M2N 5R5, with a copy to its solicitor.

17. FACSIMILE TRANSMISSION:

The Vendor and the Purchaser acknowledge and agree that this Agreement of Purchase and Sale and any amendments thereto, and all notices required under this Agreement, may be transmitted through the use of a Fax Machine and that a true copy in the accepted form of this Agreement of Purchase and Sale with all dates, times, terms and conditions identical to accepted Faxed Agreement of Purchase and Sale to be delivered to the Purchaser and the Vendor prior to closing. In addition, all communications and notices to the parties herein as set out in this Agreement may be made to their solicitors by facsimile transmission.

18. CLOSING FUNDS:

The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque in accordance with the Closing Direction via personal delivery or by electronic funds to the Vendor's solicitor (or in such other manner as the latter may direct) by no later than 3:00 p.m. on the closing date. If the Purchaser's solicitor delivers funds to the Vendor's solicitor by direct deposit or wire, all costs and fees of delivering the closing funds in such manner shall be paid for by the Purchaser.

DISTINCTIVE EXTERIOR CONSTRUCTION FEATURES ARCHITECTURALLY SELECTED

- Superior architecturally designed homes with inspired brick and/or stone, pre-cast stone accents, vinyl siding, exterior trim features, stucco siding, composite siding and vinyl siding (on gable ends) in selected locations and as per elevation, concrete porches, decorative columns and shutters. Soldier coursing, arches, keystone and masonry detailing in brick as per elevation (side window indentation to be vinyl).*
- 2" x 6" exterior wall construction.
- Custom grey precast individual house numbers.
- Entry-resistant framing on all perimeter doors.
- Glazed panel in front entry door or sidelight (as per elevation).*
- Self-sealing fiberglass shingles (manufacturer's warranty).
- Pre-finished maintenance free aluminum or vinyl, soffits, fascia, downspouts and vinyl siding.*
- Steel clad insulated entry and exterior doors with weather-stripping and dead bolt lock.
- Luxury exterior low E argon vinyl casement or hung windows on front elevation, low E vinyl casements on sides and rear.*
- Taller windows on main floor and inset grilles on front elevations only.*
- Low E argon vinyl thermo slider basement windows with screens.
- Premium quality moulded paneled sectional roll-up garage doors with plexiglass inserts equipped with heavy-duty springs and long life rust-resistant door hardware. *
- Poured concrete or block basement walls at Vendor's discretion with heavy damp proofing and weeping tile. Pre-formed drainage membrane to all exterior walls excluding garage.
- Front and rear of lot to be graded and sodded.
- Pre-cast concrete slab walk to front entry from driveway and 6 precast concrete slabs at rear sliding patio/garden door at walkout to rear yard excluding lots with a doorguard. All doorguards will be black and secured through the exterior finish. *
- Two exterior taps- one in garage and one in rear. Three exterior electrical outlets one in front, one in rear and one holiday outlet located in front soffit complete with switch, all with ground fault protection. *
- Elegant grip set for front door lock set and two exterior black coach lamps. *
- All windows are fully caulked with quality brand caulking.
- Asphalt paved driveway included in purchase price. Vendor not responsible for future settlement.
- All opening windows and sliding patio doors are complete with screens.
- Direct insulated access door from garage to house with deadbolt and safety closer if grade & OBC permits. *

GOURMET KITCHEN FEATURES

- Furniture finish kitchen cabinets with taller upper cabinets. +
- Singles will have granite level 1 with 3/4" straight-edge countertops without a bullnose or counter backsplash. Between the granite and the wall, it will be sealed with clear silicone. *+
- Double stainless steel ledge-back kitchen sink with single lever faucet and vegetable spray.
- Deluxe white kitchen exhaust fan with 6" exhaust vented to exterior.
- Dishwasher rough-in includes electrical and plumbing only with space for dishwasher. Hook-up, cabinet and door not included. Electrical for dishwasher disconnected at panel/breaker.
- Dedicated electrical outlet for refrigerator.
- Split electrical outlets at counter level for small appliances.
- Heavy-duty receptacle for stove.
- Colour co-ordinated kickplates to compliment cabinets.

LUXURY BATHROOM FEATURES

- Water resistant board on tub and shower enclosure walls up to ceiling.
- Purchaser's choice of deluxe cabinets for vanity in main bath, ensuite, and secondary ensuite or shared ensuite (where applicable) and laminate countertops.
- Lighting in all bathrooms and powder room.
- Colour co-ordinated kickplates to compliment cabinets.
- Energy efficient water saver shower and dual flush toilet tanks.
- Ensuite bath off master bedroom with free standing bathtub and separate glass shower with glass door and single or double sink in vanity. *
- Electrical outlets with ground fault protection for small appliances beside vanity in all bathrooms.
- Exhaust fans vented to exterior in all bathrooms.
- Privacy locks on all bathroom doors.
- Single-lever washerless faucets with pop-up plugs in all vanities.
- Vanity with sink or pedestal sink in powder room. *
- Choice of 6" x 8" ceramic wall tile for bathtub enclosures and shower stall walls.*+
- Choice of 12" x 12" ceramic floor tile for ensuite. *+
- Ceramic bathroom accessories to include towel bar, toilet tissue dispenser. +
- Acrylic or Vikrell bathtub in all locations. *
- Water temperature balance sensor in shower/tub.
- Vapourproof light in all separate showers.

DISTINCTIVE INTERIORS

- Singles will have approximately 9' 0" high ceiling on ground and second floor (except in powder room or main floor laundry room or where mechanical or duct work requires a lower height) and the master bedroom will have a tray ceiling. *
- Stair landing to match the 1st floor area covering.
- Oak stairs with oak hand rail (3"), oak pickets (1-3/4") and oak nosing and stringer on the main staircase in natural finish.*+
- Two panel interior passage doors throughout (excluding sliding closet doors and rounded or oversized arches).
- Singles will have Aristocrat 4-1/4" baseboard throughout with quarter-round in all tiled areas. *
- Singles will have Aristocrat 2-3/4" casing on all swing doors, main floor archways, and windows throughout in all finished areas where applicable. (excluding rounded or oversized arches)*
- All drywall applied with screws, using a minimum number of nails.
- Brushed nickel knob interior door hardware (hinges paint grade).

FAMILY ROOM

- Singles will have a gas fireplace complete with glass panel, gas log with ignition switch and a 3 piece marble facing except for MK36-11 and MK 36-12 where there will be no gas fireplace but an optional electric fireplace can be purchased at the decor centre. The MK36-13C has a surface mounted electric fireplace that is hardwired. *

MAIN FLOOR OR 2ND FLOOR LAUNDRY ROOM FEATURES

- Laundry tub with hot and cold-water faucets with shut-offs. *
- Heavy-duty electrical outlet for dryer.
- Dryer vented to exterior.
- Cabinet above future washer & dryer. *

LIGHTING AND ELECTRICAL FEATURES

- Electrical outlets in all bathrooms and powder room include ground fault protection.
- 100 amp electrical service with breaker panel.
- The MKEC-1 will have a 200 amp electrical service with breaker panel.
- All wiring in accordance with Ontario Hydro standards.
- Light fixtures in all bedroom ceilings and in kitchen, dining room, family room, bathrooms, library, above grade laundry room, upper hall and switched electrical outlet in living room.*
- One electrical outlet on the garage wall, one on the garage ceiling for each garage door for a future garage door opener and one in unfinished area of basement under electrical panel.
- Electronic door chime.
- 1 CAT 6 rough-in + 1 RG 6 (cable tv) rough-in in family room and master bedroom.*

- Telephone rough-in for kitchen, family room and master bedroom.
- Rough-in central vacuum outlets on first floor, second floor and basement. Central vacuum terminates in garage.*
- Dedicated electrical outlet within 3' of central vacuum termination in garage.*
- Smoke/carbon monoxide detector on every level and a smoke detector in each bedroom.
- White Decora-style light switches and plugs throughout.

HEATING INSULATION AND ENERGY EFFICIENT FEATURES

- Forced air high-efficiency gas furnace with electronic ignition power vented to exterior.
- Heat recovery ventilator (HRV) included in all homes. *
- Dehumidifier with outlet in basement and humidifier installed on furnace to assist in balancing moisture.
- Duct sized for future air-conditioning.
- Programmable thermostat centrally located on main floor.
- All insulation in exterior walls, roof and in basement in accordance with the standards set as per the building code and expanding foam insulation on garage ceiling under living space.
- House sealed in vapour barrier as per building code.
- Weather stripping on all exterior doors.

PAINTING

- One coat of quality paint and one coat of primer using low VOC paints on all walls and woodwork.
- Trim and doors to be painted white.
- Choice of one colour for walls from Vendor's 4 samples.
- Sprayed stipple ceiling with smooth borders in all rooms on ground, second and third floors except for kitchen, breakfast, bathrooms, powder room, and laundry room which have smooth ceilings, (walk in closets have sprayed stipple ceilings only).*

FLOOR COVERINGS

- 2-1/4" x 3/4" natural prefinished hardwood on main level (kitchen level) (including main staircase landing) excluding tiles areas. *+
- Choice of quality imported 12 x 12 or 13 x 13 ceramic floor tile standard through foyer, kitchen/ breakfast area, powder room, all bathrooms, and above grade laundry room. *+
- 40 oz. broadloom with 12mm underpad on second floor. (one colour throughout) excluding tiled areas. +
- Engineered floor system throughout with 3/4" tongue and groove subflooring to be glued, nailed, screwed and sanded.

SECURITY AND TECHNOLOGY

- Monitored security system consisting of DSC 4 zone PC500 control, keypad, motion detector, and magnetic contacts on all external main floor doors and operating windows will be installed with Purchaser's order of monitoring service from builder's supplier. (See your Décor Representative for details).

ALSO INCLUDED

- Cold cellar with steel insulated door and a floor drain. *
- Rough-in drains for 3 piece bathroom in unfinished basement. *
- Shut-off valves on all hot and cold waterlines on all sinks and on toilets.
- Mortgage survey, provided at no additional cost.
- Garage floor and driveway sloped for drainage.
- Concrete garage floor with reinforced grade beams.
- Poured concrete front porch.
- Architecturally pre-determined sitings and exterior colours.
- Concrete basement floor with drain.
- Professional home cleaning prior to occupancy including windows. Ducts will be cleaned after closing.

SUSTAINABILITY MEASURES

- The following items will be offered for each home:
- A rain barrel.
 - A clothes line.
 - Energy saving LED lightbulbs.
 - A solar ready package that consists of a conduit from the basement to the attic (purchaser to install solar panels, wiring, etc. after closing).

WARRANTY:

Fieldgate Homes warranty backed by TARION's (Ontario New Home Warranty Program) Excellent Service Rating includes complete customer service program for one full year.

TWO YEAR WARRANTY PROTECTION:

- The home is free from defects in workmanship and materials including caulking windows and doors so that the building prevents water penetration.
- Defects in workmanship and materials in the electrical, plumbing and heating systems.
- Defects in workmanship and materials, which result in the detachment, displacement or deterioration of exterior cladding.
- Violations of the Ontario Building Code's Health and Safety provisions.
- Warranties are limited to the requirements established by the Ontario New Home Warranty Plan Act.

SEVEN YEAR WARRANTY PROTECTION (MAJOR STRUCTURAL)

- A major structural defect is defined in the Ontario New Home Warranty Plan Act as:
- A defect in workmanship and materials that results in the failure of a load-bearing part of the home's structure, or any defect in workmanship or materials that adversely affects your use of the building as a home.

***AS PER PLAN**

+AS PER VENDOR'S STANDARD SAMPLE

Purchaser shall have the right to select floor coverings, tile, cabinets and countertops, bathroom fixture and purchase upgrades from the Vendor's samples subject to their timely availability from the Vendor's normal supplier and provided that the same have not already been ordered for this house. Variations from Vendor's sample may occur in bricks, finishing material, kitchen and vanity cabinets, floor and wall finishes due to the normal production process and between the colour of the basement windows and the windows on the rest of the home. Purchaser is notified that the laundry area may be lowered to accommodate side yard drainage, in extraordinary cases, door(s) from inside the home to garage will be eliminated or, provided it is permitted by the municipal building code, a landing may be added in the garage, at Vendor's discretion. Steps where applicable, may vary at any exterior or interior entrance way due to grading variance. Purchaser is notified that the new home design may have an attic hatch located in a closet and/or on an interior wall. Corner lots and priority lots may have special treatments which may require window or external stair location changes and interior modifications to balance and improve the elevations of the house exposed to the street or to conform to zoning. The Purchaser accepts these changes as necessary. When Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The house erected or to be erected on the above lot shall contain the features listed above. The floor plan shall be that plan illustrated in the Vendor's latest sales brochure for the model type purchased. The Purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain certain features and upgrade finishes and augmented services, which may not be included in the basic model type. Most additional features on display in the model home are available as extras. The Purchaser is notified that due to siting and grading conditions, rooflines may not be exactly as shown, some end units will share a common wall with adjoining unit. Due to grading conditions, risers may be necessary at the front and rear entries. Rooflines may vary due to structural roof framing conditions. Variations in uniformity and colour from Vendor's samples may occur in finished material, kitchen and vanity cabinets, floor and wall finishes due to normal production processes. Hardwood may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Actual square footage may vary slightly depending on elevation selected. Ceiling height in laundry room and powder room may be modified to accommodate mechanical systems, duct work or architectural changes (some walls may be modified also). Tray ceilings are not available in the dual entry townhomes. Carpeting may be sealed under certain conditions. Fieldgate Homes reserves the right to use visual representations of your home taken during construction and/or after closing, to be used in advertising and/or public relations. Specifications and terms subject to change E. & O.E. March 24, 2022.

Initials

Initials

SCHEDULE "B"

1. The Purchaser acknowledges that the Plan of Subdivision herein may not yet be registered and that in order to register same, it may be necessary for the Vendor/Subdivider/Builder to enter into such agreements (the "Subdivision Agreement") with The Corporation of the Town of Whitchurch-Stouffville (the "Town of Whitchurch-Stouffville" or the "Town"), Regional Municipality of York and/ or any other governmental body or neighbouring land owners and provide such easements, including but not limited to utility/maintenance easements, rights of entry and restrictions as may be required. Such agreements may also require that warning clauses, neighbourhood plans showing, among other things, the location of fencing and sidewalks within the subdivision and various other provisions be inserted in Agreements of Purchase and Sale for the sale of lots within the Subdivision. The Purchaser acknowledges that the location of any Canada Post super mailbox, fencing and/or sidewalks whether shown on Schedule "S" attached to this Agreement of Purchase and Sale and/or the Display Map and/or Land Use Plan displayed in the Sales Centre and/or any Site Plan or Site Plan handout given to the Purchaser at the Vendor's Sales Centre or any other plan/sketch given to the Purchaser is tentative and may be changed during the planning process. The Purchaser agrees to accept the final location of the fencing and/or sidewalks as will be shown on the final Town approved Site Plan and will grant the Vendor access to the Property so that it may install or construct same. The Purchaser hereby acknowledges and agrees that he will accept title subject to any agreements, easements, rights of entry, restrictions, etc., as may be presently registered on title or as may be registered on title on or before closing and, without limiting what may be contained elsewhere in the herein Agreement of Purchase and Sale, hereby undertakes and agrees to execute forthwith upon request such documentation as may be required by the Town of Whitchurch-Stouffville, Regional Municipality of York and/or Vendor/Subdivider/Builder including in order to facilitate the completion of this transaction and/or satisfy all governmental and/or other requirements as may in the opinion of the Vendor be deemed appropriate and execute forthwith upon demand an acknowledgment of receipt of such warning clauses, neighbourhood plans and other provisions which will form a part of the herein Agreement of Purchase and Sale.

WARNING CLAUSES

The Purchaser acknowledges that there will be a Subdivision Agreement with the Town of Whitchurch-Stouffville which agreement will be registered against the property.

The Purchaser acknowledges being notified that the Subdivision Agreement contains various provisions and warning clauses including easements and covenants noted below affecting the Purchaser's lot/block, which the Purchaser agrees to accept.

WARNING CLAUSES

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

- 3.4.2 Time is of the essence and therefore in the event that the Owner fails to install the Public Works (except the top course of asphalt on the roads) within one (1) year of the date of registration of the Plan or, having commenced to install the Public Works, fails or neglects to proceed, in the opinion of the Town Engineer at his sole discretion acting reasonably, with reasonable speed, or in the event that the Public Works are not being installed in the manner required by the Town Engineer acting reasonably, in addition to any other remedy the Town may have, and upon the Town Engineer giving seven (7) days written notice by prepaid registered mail to the Owner and the Owner not having cured same, the Town may, by its officers, servants, agents or contractors, enter upon the Lands without further notice and proceed to supply all materials and do all necessary works in connection with the installation of the Public Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and may charge the cost thereof together with engineering fees to the Owner who shall forthwith pay the same upon demand by the Town. Such entry upon the Lands shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, to be an acceptance or assumption of the Public Works by the Town. The Town, in addition to all other remedies it may have, may require that the Owner withdraw any building permits that have been granted within the Plan and may require that the Owner refuse to request further building permits until such Public Works are completely installed in accordance with the requirements of the Town Engineer. A copy of this clause shall be delivered by the Owner to each and every builder obtaining a building permit for any Lot, Block or part of a Lot or Block on the Plan.

5.3 Sidewalks

- 5.3.1 The Owner at its expense shall construct sidewalks and pathways within the Plan as approved by to Town, and in accordance with Neighbourhood Information Plan and detail design drawings. If discrepancies exist, the Town Engineer in his sole discretion shall decide the location of the sidewalks.
- 5.3.2 The Owner agrees and covenants that the sidewalks internal and external to the Plan shall be constructed within the road allowance to the satisfaction of the Town and the Region of York.
- 5.3.3 The Owner shall show, on any plan depicting the Subdivision that is displayed to prospective purchasers, the location of all sidewalks to be constructed.

5.8 Architectural Control

- 5.8.1 The Owner shall retain a design consultant (Architect licensed to practice in Ontario) to formulate an architectural control manual to be submitted to the Town for approval prior to the commencement of the sales and marketing program, and prior to the execution of this Agreement. The Owner shall incorporate the requirements and objectives of the Council approved Community of Stouffville Urban Design Guidelines (October 2001), as may be amended, into the architectural control manual being prepared for the Subdivision. The Owner shall further incorporate the requirements and criteria of the Town approved architectural control manual into all municipal works and landscaping, where relevant, and in all site plan and building permit applications within the Plan. Enhanced design provisions, affecting both the driveway design and the residential units for the eleven (11) metre wide lots where a two-car garage is proposed will be required as part of the architectural control manual.
- 5.8.2 The Owner shall incorporate the requirements and criteria of the Town approved architectural control manual referred to in Sub-clause 5.8.1 into all municipal works and landscaping, where relevant, and in all site plan and building permit applications within the Plan.
- 5.8.3 The Owner shall have the design consultant (Architect licensed to practice in Ontario) who prepared the approved architectural control manual, certify that each residential building permit application is designed in accordance with the said approved manual prior to the building permit being issued by the Chief Building Official. The cost associated with the review and certification of the residential building permit application by the control architect shall be borne by the Owner.

5.12 Trees

- 5.12.1 No trees, other than those approved for removal in the Town-approved Tree Preservation Plan or those which are diseased or dead, shall be removed without the prior written approval of the Town Engineer.
- 5.12.2 Removal of vegetation and other site disturbances shall be kept to a minimum in order to reduce soil erosion.
- 5.12.3 Until assumption, each spring, the trees will be inspected and any trees which are dead or diseased in the sole opinion of the Town's Landscape Consultant shall be replaced forthwith with the Owner to bear the cost.
- 5.12.4 No planting of trees, shrubs or bushes is permitted within 3 metres of any pad mounted transformer or any fire hydrant.
- 5.12.5 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation/Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region right-of-way to be removed, preserved or relocated. The report/plan, submitted to York Region Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
- 5.12.6 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region right-of-way as required by any/or all of the following: York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.

5.13 Fencing

- 5.13.1 The Owner shall construct an appropriate fence along the following Lots/Blocks:
- (a) Lots 11 to 13, 18 to 20, 31 and 32 abutting Woodlot Buffer Block 131;
 - (b) Lots 20 and 33 to 39 abutting Woodlot Buffer Block 129;
 - (c) Lots 112 to 124 abutting the 10 metre Buffer/LIDS Access Block 125; and
 - (d) Lots 92 to 97 abutting the Stormwater Management Block 127.
- 5.13.2 Where required, fencing will be installed along the property lines of adjoining lands in accordance with the Town of Whitchurch-Stouffville Standard Guidelines and Drawings manual. Chain link fencing and/or privacy fence shall be installed in accordance with the latest revision of OPSD-M972.130 as shown on the drawings referred to in Schedule "D" and/or specified in the Town Standards and the NIP. The location of the fencing shall be indicated on the drawings referred to in Schedule "D" and the height shall be in accordance with the Town's Division Fence and Fence Enclosure By-Laws as may be amended from time to time.
- 5.13.3 All required fencing under this Agreement shall be provided at the Owner's expense.
- 5.14.2 All roof drainage and drainage from all foundation tiles of any building shown on the drawings in Schedule "D" shall be carried away from the building, as detailed on said drawings. Splash pads shall be utilized where roof leaders outlet onto grassed areas.
- 5.14.3 The Owner agrees:
- (a) to be responsible for the proper drainage of the Lands;
 - (b) that all Lot and Block grading plans shall be approved by the Owner's Engineer; and
 - (c) that the drainage plan shall reflect minimal grade changes in areas where trees are to be retained

5.15 Topsoil and Grading

- 5.15.1 All topsoil removed from the Lands shall be stockpiled during grading operations and shall, as building construction is completed, be placed on all land not covered by buildings, driveways or pavement to the same depth or more as existed prior to such removal.
- 5.15.2 All boulevards, Lots and landscaped areas shall have a minimum depth of 300 mm of topsoil. However, these areas shall not have excessive topsoil all to the sole satisfaction of the Town.
- 5.15.3 The quality of soil used for filling as part of the Subdivision must conform to the minimum standards outlined in "Soil, Groundwater and Sediment Standards" for use under Part XV.1 of the *Environmental Protection Act*.
- 5.15.4 The Owner must demonstrate that soil sampling protocols are consistent with O.Reg. 153/04 and the document entitled "Guidance on Sampling and Analytical Methods for use at Contaminated Sites in Ontario" as may be amended from time to time.
- 5.15.5 Alteration of Lot or Block grades one month after terra-seeding/sodding can only be performed as permitted in writing by the Town Engineer in accordance with approved design drawings. Lots and Blocks sold to subsequent owners can only be altered in accordance with the conditions and designs approved under building permit(s), site plan agreement(s) and site alteration permit(s).

5.16 Sodding

- 5.16.1 The Owner shall sod the whole of each Lot, except for its driveway, walkway, patio and garden areas, upon completion of construction of the dwelling located thereon.
- 5.16.2 The Owner shall grade and sod all portions of public highways which are not paved, and all drainage swales on public or private property, in accordance with the standards of the Town.
- 5.16.3 All Lots or Blocks adjacent to sodded lands containing occupied homes shall be graded, seeded/sodded and maintained to the satisfaction of the Town, if left vacant for longer than six months. Immediately upon completion of the grading operations, any land that will not have construction activity within 6 months or during the dry period of June, July and August, will be topsoiled and revegetated/seeded to prevent erosion by either wind, rain or stormwater. The Owner will ensure, through appropriate maintenance of the terra-seeded area, that adequate germination occurs within 3 weeks of planting to establish a stable vegetative cover. If in the sole opinion of the Town Engineer (or his designate) adequate germination of the seeded area has not occurred, additional terra-seeding and/or sodding will be required until acceptable ground cover is established.

5.17 Municipal Addresses

All municipal addresses for use within the Subdivision shall be the numbers allocated by the Town Development Services Department. To obtain any such number, the Owner shall furnish to the said Department a copy of the Plan, upon which the said Department shall designate the number for each dwelling. Prior to the issuance of a building permit, the Owner shall post thereon the municipal address allocated by the said Department. The municipal address shall be permanently affixed in a location that is clearly visible, legible, and

facing the street on which the Lot fronts. Where the building can also be accessed by a rear lane, a second municipal address, clearly visible and legible from the lane, shall also be mounted. In general, mounted address numbering shall be of contrasting colour from its background, be located at the designated frontage and in a similar position on each building. On corner Lots, the municipal address must face the street to which it has been assigned. The civic numbers and its fasteners shall be made of quality corrosion resistant and durable materials. All numbering shall be consistent throughout the development and be acceptable to the Chief Building Official and the Town Fire Chief. The Owner agrees to apply civic numbers signs to Lots/Blocks to the satisfaction of the Town's Chief Building Official and Fire Chief prior to registration of the Plan of Subdivision, and as per the Town's Building Numbering By-Law following registration of each of phase of the Plan and erection of the building. Buildings with access off of rear lanes are to be affixed with street names and civic numbers at the front and rear building elevations of each dwelling unit all to the satisfaction of the Town.

5.19 Unassumed Road Signs

The Owner shall, upon completion of the base course asphalt, erect painted wood signs in the form set out in Schedule "L" at locations satisfactory to the Town, indicating that the streets in the Subdivision are unassumed roads, and shall maintain same until the Public Works have been assumed in accordance with Clause 7.10.

5.21 Emergency Location Number Sign(s)

The Owner shall obtain from the Town an Emergency Location Number Sign and erect the sign(s) on a post and/or incorporate the said number into the exterior face of the building envelopes all in accordance to the Town's specifications at the (i) driveway entrance(s), and (ii) entrances to the Subdivision and/or front exterior of the buildings. The Owner shall notify the purchaser of each Lot of the appropriate 911 number for that Lot. Building signage shall be applied in accordance with section 5.17.

5.22 Driveways and Entrances

5.22.1 All driveways/entrances shall be paved to the standards set out in Schedule "E", to the satisfaction of the Town Engineer at his sole discretion.

5.22.2 Each driveway/entrance apron shall be paved to the standards set out in Schedule "E" to the satisfaction of the Town Engineer at his sole discretion. The Occupancy deposit submitted pursuant to Sub-clause 7.2.7 will not be released until the driveway aprons have been paved as per the foregoing.

5.22.3 Each driveway/entrance apron paved in a custom material or alternate to the standards set out in Schedule "E" and each encroachment onto the Town boulevard beyond the scope of work specified in the approved engineering drawings must be approved by the Town on an individual basis. The Owner and occupant of the property shall apply to the Town's Public Works Department for Public Works Department shall be accompanied with the required fees and security deposits outlined in the Town's current Fees and Charges By-laws.

5.23 Building Elevations

5.23.1 No building construction shall be commenced on the Lands except in conformity with the elevations and spot levels shown on the drawings in Schedule "D".

5.23.2 The Owner shall submit to the Town's Chief Building Official, for his review and approval, an overall subdivision plan indicating all Lots/Blocks to have buildings founded on engineered fill, complete with detailed foundation design drawings/specifications, prepared by a professional Engineer for all buildings that are to be founded on engineered fill. All buildings founded on engineered fill shall, at minimum, include two (2) – 15M steel reinforcing bars in the footing and in the upper-most section of the foundation wall.

5.23.3 The Owner covenants and agrees that any future construction of buildings shall be designed in such a manner that the building foundation footing and associated weeper shall be constructed and installed a minimum of 0.6 metres above the observed and historic high groundwater level for this development. The Owner shall undertake the necessary excavation of test pits throughout the site, at a spacing interval to be established by the Town, and shall have the test pits inspected and confirmed by the Town. The Owner shall retain a geotechnical Engineer to confirm in writing to the Town that the proposed grading plan and the minimum foot elevations specified are a minimum of 0.6 metres above the observed and historic high groundwater levels noted above.

5.23.4 The Owner agrees that all buildings shall be constructed in accordance with the recommendation of the hydrological investigations and report issued to the Town for approval as required to appropriately design the below grade foundation all prior to a Building Permit application being deposited with the Town's Chief Building Official.

5.24 Building Standards

5.24.1 All buildings erected on the Lands shall be constructed in accordance with the requirements of the latest revision of the Ontario Building Code and all Town by-laws.

5.24.2 The Owner shall install storage lockers or shelving in the garage of each townhouse dwelling unit. The design and installation of the storage lockers or shelving shall be to the satisfaction of the Town. The storage lockers and/or shelving shall be installed in a manner that does not impede the use of garage parking for a standard sedan style vehicle.

5.24.3 The maintenance of any retaining walls constructed within the Subdivision shall be the responsibility of the Owner, and of subsequent owners.

5.26 Water Meters

Upon each application for a building permit, the Owner shall pay or cause to be paid a fee as established by the Town's most current Fees and Charges By-law, as amended, for the cost of a water meter and the use of water during building construction. If the cost of the said meters should increase during the time that this Agreement is in force the Owner shall pay the increased costs to the Town. At the expense of the Owner, the Town's contractor (Neptune Technologies) shall install and seal the meter. The Owner, or an agent of the Owner, shall forthwith after each closing notify the Town's Water Billing Division of each real estate transaction that has closed, by providing the closing date, the new ownership name and contact information, and the actual meter reading and serial number taken on the day of closing.

5.28 Sustainability of Development

- 5.28.1 The Owner agrees to incorporate the following sustainable elements into the design of the Subdivision, the Lots within the Plan, or future buildings, as applicable. The sustainable elements shall include:
- (a) a sustainability handout, approved by the Town which will be provided to all future homeowners. The handout shall address initiatives for both the home and property;
 - (b) the following upgrade options shall be offered at no cost to a minimum of 100% of Lots/homebuyers:
 - i) Rain Barrels;
 - ii) Solar Ready Package;
 - iii) Programmable Thermostats;
 - iv) 90EF Condensing Hot Water Heater;
 - v) Dual flush toilets;
 - vi) Low Flow Shower Heads;
 - vii) Spray Foam Insulation of Garage;
 - viii) Energy Saving Lights (100% CFL);
 - ix) Hot Water Thermostat; and
 - x) Clothes Line.
 - (c) preparation and implementation of a construction waste plan to ensure diversion of at least 50% of all waste generated from the Plan away from a landfill; and
 - (d) preparation of an on-street parking plan.

5.28.2 Prior to the issuance of any building permit within the Plan, the Owner shall provide a verification report demonstrating how the requirements of Sub-clause 5.28.1 have been met.

5.29 Canada Post (Mailboxes)

- 5.29.1 The Owner shall include in all offers of purchase and sale a statement that advises the prospective new home purchaser that mail delivery will be to a designated community mailbox, and include the exact community mailbox locations (list of Lot numbers) of each of these community mailbox locations. The Owner shall further advise any affected homeowners of any established easements granted to Canada Post.
- 5.29.2 Prior to Final Approval of the Plan or any phase thereof, the Owner shall consult with Canada Post Corporation and the Town to determine suitable locations for the placement of community mailboxes, and will indicate on the appropriate servicing plans:
- (a) the location of community mailboxes;
 - (b) an appropriately sized section of concrete pad as per municipal standards upon which to place the community mailbox;
 - (c) any required walkways across the boulevard, as per Town requirements; and
 - (d) any required curb depressions for wheelchair access to the satisfaction of the Town and Canada Post.
- 5.29.3 The Owner shall confirm to Canada Post that the final secured permanent locations for the community mailboxes will not be in conflict with any other utility; including hydro transformers, Bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- 5.29.4 The Owner shall install concrete pads at each of the community mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
- 5.29.5 The Owner shall prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary community mailbox location. This location will be in a safe area away from construction activity in order that community mailboxes may be installed to service addresses that have been occupied prior to the pouring of permanent mailbox pads. This area will be prepared a minimum of 30 days prior to the date of first occupancy.
- 5.29.6 The Owner shall communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
- 5.29.7 The Owner shall, prior to offering any of the residential units for sale, place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post community mailbox site locations, as approved by Canada Post and the Town.
- 5.29.8 The Owner shall be responsible to ensure that the correct pads referred to in Clause 5.29.2(b) are constructed satisfactory to Canada Post and sufficient for the intended purpose as determined by Canada Post. At the Owner's expense, prior to Final Acceptance as requested by Canada Post, the Owner shall make provision for temporary mailbox locations to remedy any immediate delivery issues.

5.30 Region of York Requirements

- 5.30.1 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the Town:
- (a) A copy of the Council resolution confirming that the Town has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof.
 - (b) A copy of an email confirmation from Town staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 5.30.2 The Owner shall save harmless the Region, the Town and all their employees, elected officials, agents and designates from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 5.30.3 Prior to the issuance of Final Approval, the Owner shall provide an electronic set of the final engineering drawings showing the water mains and sewers for the proposed development to the York Region Community Planning and Development Services division, and the Infrastructure Asset Management Branch, for record.
- 5.30.4 Prior to the issuance of Final Approval, the Owner shall provide drawings for the proposed servicing of the Lands to be reviewed by the Town's Engineering Department. Three (3) sets of engineering drawings (stamped and signed by a professional Engineer) and MECF forms, together with any supporting information, shall be submitted to York Region Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.
- 5.30.5 Prior to Final Approval, the Owner shall demonstrate, to the satisfaction of York Region Development Engineering, that all local underground services will be installed within the Lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement

to the Town, at no cost to the Region.

- 5.30.6 The Owner shall provide a copy of the draft Subdivision Agreement to the York Region Corporate Services Department, outlining all requirements of the Corporate Services Department, prior to Final Approval.
- 5.30.7 Upon registration of the Plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- (a) A widening across the full frontage of the site where it abuts York-Durham Line of sufficient width to provide a minimum of 18 metres from the centerline of construction of York-Durham Line and any additional lands required for turn lanes at intersections;
 - (b) A 15 metre by 15 metre daylight triangle at the proposed intersection of McKean Drive and York-Durham Line;
 - (c) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts York-Durham Line and adjacent to the above noted widening(s); and
 - (d) An additional 2.0 metre widening, 30.0 metres in length, together with a 50.0 metre taper for the purpose of a southbound right turn lane at the intersection of McKean Drive and York-Durham Line.
- 5.30.8 The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
- 5.33.4 The Owner shall advise all potential purchasers of the future introduction of transit services in this development. This shall be achieved through distribution of information/marketing materials (YRT/Viva route maps, Future Plan maps & providing YRT/Viva website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT/Viva route maps and the Future Plan maps are available from YRT/Viva upon request.

Development Charges

- 6.3.1 The Town's Development Charges shall be paid upon the execution of this Agreement, for each Residential Unit in the Subdivision. Industrial, Commercial and Institutional Development Charges shall be paid at building permit issuance, as set out in Section "A" of Schedule "H".
- 6.3.2 Notwithstanding 6.3.1 above, the Owner shall pay, at the time of building permit issuance, the difference between the Development Charges paid in accordance with 6.3.1 above and the then current Development Charges at the time of issuance of the building permit for each building permit issued.
- 6.3.3 The Owner shall pay to the School Boards the current rate of Educational (Development) Charges for each Residential Unit in the Subdivision at the time of building permit issuance for each building permit issued.
- 6.3.4 The Owner shall provide written notice of all Development Charges related to the Plan of Subdivision, including payments made and any amounts owing, to all first purchasers of Lands within the Plan at the time the Lands are transferred to the first purchasers.
- 6.3.5 The Owner shall enter into an agreement with York Region to satisfy all conditions, financial and otherwise, and to state the date at which the Region's Development Charge rates are frozen. Regional Development Charges are payable in accordance with the Regional Development Charges By-law in effect at the time that Regional Development Charges, or any part thereof, are payable.
- 6.3.6 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
- 7.1.5 The Owner shall not stockpile topsoil or deposit any junk, debris or refuse on any of the lands described in Schedule "C", and shall restrain all others doing so. The Owner shall remove any such topsoil, junk, debris or refuse so deposited immediately when so directed by the Town and at its own expense, failing which the Town may remove the said materials and charge the cost of such removal to the Owner against the security referred to in SECTION 4.

7.2 Building Permits

- 7.2.1 The Owner agrees that no building shall be constructed on the Lands, and no building permit shall be requested therefor, until water, sewage treatment, utilities, and roads satisfactory to the Town Engineer are available to the Lots including permits for model homes (unless other suitable arrangements or provisions are established to the satisfaction of the Town), and until municipal addresses, temporary street signs and regulatory and stop signs have been erected in accordance with Clauses 5.17, 5.18, and 5.20 respectively. Nothing in this section shall prevent the Owner from applying for a Conditional Building Permit.
- 7.2.2 The Owner agrees that no building shall be constructed on the Lands until the base course of asphalt for the streets has been placed to the satisfaction of the Town Engineer at his sole discretion.
- 7.2.3 With every application for a building permit there will be supplied to the Town for its approval a site and grading plan for the subject Lot. Each plan shall bear a certificate stamp acceptable to the Town Engineer that the plan has been reviewed by the Engineer and is in general conformance with the site grading and drainage plan. Until the Town has approved of the plan submitted pursuant to this Sub-clause, no building permit shall be issued. The said plan shall show:
- (a) all proposed buildings and structures and their elevations;
 - (b) existing and final grades;
 - (c) driveways;
 - (d) natural features and vegetation, existing and removed; and
 - (e) the method of disposing of stormwater.
- 7.2.4 The Owner shall require each purchaser and builder to grade its lands in accordance with the said plan as approved. Prior to assumption of the Subdivision, the Owner shall provide an Engineer's Certificate as per Schedule "N" as to satisfactory Lot grading.
- 7.2.5 If the drainage works, grading and sodding for any Lots are not completed in accordance with the approved grade elevations within three months after granting occupancy for the building constructed on such Lot, the Town may complete the said drainage works, grading and sodding, and may draw on the security referred to in Clause 4 to the extent necessary to pay the Town's costs of said completion. If occupancy or the three month deadline for sodding falls between November 15 and May 1 (i.e. outside the 199 Seasonable Weather Days period of any given year as defined in Schedule "G" of this Agreement), the installation of sod referenced above must be completed as soon as possible in the Spring, or in any event by June 30.

7.2.6 If the Lot grading and drainage works for any Lot are not completed according to approved elevations within eighteen months of the issuance of a building permit in respect of such Lot, or within such greater time as the Chief Building Official may allow, the Town may complete the said Lot grading and drainage works, and may draw on the security referred to in Clause 4 to the extent necessary to pay the Town's costs of said completion.

7.2.7 The Owner (or the successor owner of a Lot who applies for a building permit for that Lot) shall provide the Town with a cash Compliance Deposit in the amount of Two Thousand Dollars (\$2,000.00) per Lot/townhouse unit prior to the issuance of a building permit for said Lot in accordance with Sub-clause 7.4.2. The Owner covenants and agrees not to permit occupancy of any building except in conformity with Clause 7.4, and then only if the Plan is registered.

7.3 Building Construction

Notwithstanding the issuance of a Building Permit, no construction of any building shall occur if the Owner is in default in carrying out any of the terms of this Agreement, subject to the Town providing notice of such default. For greater certainty, the Chief Building Official shall not be fettered or restricted by anything in this Agreement.

7.4 Occupancy

7.4.1 No building in the Subdivision shall be occupied unless and until an Occupancy Certificate has been issued for the said building by the Chief Building Official or such person as is designated by the Chief Building Official.

7.4.2 The Two Thousand Dollar (\$2,000.00) Compliance deposit submitted pursuant to Sub-clause 7.2.7 may, subject to Sub-clause 7.4.5, be refunded upon completion of the building, grading, drainage and landscaping as per approved drawings on the Lot in respect of which the said application has been made.

7.4.3 Occupancy Certificates shall not be requested by the Owner for any building in the Subdivision until:

- (a) hydro services are complete, including energized street lighting;
- (b) Lot grading and drainage are substantially completed according to approved elevations;
- (c) roads are completed, except for the top course of asphalt;
- (d) the building is substantially complete and in compliance with the Ontario Building Code;
- (e) a numerical sign depicting the municipal address has been affixed to the said building and permanent street name signs have been erected; and
- (f) all noise control measures have been properly installed and constructed and certified by a professional engineer to have been installed as specified by the approved noise study referred to in Sub-clause 5.7 and in conformance with the Ministry of Environment guidelines and York Region Noise Policy. The Owner shall make every effort to install the noise control measures within 3 months of sodding of the Lot they are to be built upon.

7.4.4 An Occupancy Certificate may be issued for a building at the discretion of the Chief Building Official when the requirements of Items (a), (c), (d) and (e) of Sub-clause 7.4.3 have been met. The Owner acknowledges and agrees that within six (6) months of issuance of an Occupancy Certificate, the noise control measure requirements of Sub-clause 7.4.3 (f) shall be completed.

7.4.5 If an Occupancy Certificate has been issued for a building, but the Lot grading and drainage are not completed according to approved elevations within the time period set out in Sub-clause 7.2.5, or if a building is occupied before an Occupancy Certificate has been issued for the said building, the Owner shall forfeit to the Town the Compliance Deposit referred to in Sub-clause 7.2.7 and 7.4.2. Such forfeiture shall not relieve the Owner of the obligations to complete the matters referred to in items a) to f) inclusive of Sub-clause 7.4.3, or preclude further action being taken by the Town in connection with this matter.

7.5 Default of Owner

Any matter or thing to be done by the Owner pursuant to this Agreement shall, in the event of default of performance, be done by the Town at the Owner's expense, and the Town may recover any expense incurred by it in doing such matter or thing with interest in like manner as municipal taxes or otherwise enforce performance pursuant to the provisions of Section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provided, however, that such remedy of the Town shall be in addition to any other remedy, and shall not be an alternative substitute therefor. Any securities held under this Agreement may be used for the purposes of fulfilling any of the Owner's obligations under this Agreement if required by the Town Engineer, in his sole discretion.

7.7 Notice To Purchasers

7.7.1 The Owner shall notify or cause to be notified each and every purchaser of land within the Subdivision of the matters provided for in Clauses 3.4.2, 5.3, 5.8, 5.12, 5.13, 5.14.2, 5.14.3, 5.15, 5.16, 5.17, 5.19, 5.21, 5.22, 5.23, 5.24, 5.26, 5.28, 5.29, 5.30, 5.33.4, 6.3, 7.1.5, 7.2, 7.3, 7.4, 7.5, 7.7, 7.11 and SECTION 11 -, SECTION 12 - and in Schedule "K". Such notice shall be evidenced by a written acknowledgement from each and every purchaser, or may be included in the Agreements of Purchase and Sale.

7.7.2 The Owner shall prepare a notice for future purchasers that provides the following: (a) The role and function of roads within and adjacent the Subdivision;
(b) The responsibility of the developer with respect to unassumed roads;
(c) The nature of any easements;
(d) The location of sidewalks;
(e) The extent of the private lots as it relates to the curb; (f) On-street parking rules; and
(g) Driveway locations.
The Town shall review the notice prior to its release.

7.7.3 The following warning clause or commensurate language shall be included in all agreements of purchase and sale and closing documents:
"Purchasers are advised that the garage forms part of the required parking allocation for each dwelling unit that is constructed on a lot narrower than 12 metres in frontage."

7.7.4 The warning clauses identified in the Noise Report shall be included in the closing documents and registered on the title to the following Lots:
Lots 12 to 19, 21 to 30 and 92 to 115
"Purchasers are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from roadways and rail will continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise exposure level may exceed the municipality's and the MECP's noise criteria."

"This dwelling unit was fitted with a forced air heating system and the ducting, etc. sized to accommodate central air conditioning unit. (Note: Locate air cooled condenser unit in a noise insensitive area.) The MECP requires that central air- conditioning devices must have a sound rating not exceeding 7.6 bels for those manufactured after January 1, 1992."

Lots 12,15, 24, 26 and 92 to 111

"Purchasers are advised that the acoustical barrier as installed shall be maintained repaired or replaced by the owner. Any maintenance repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance as the original."

Lots 12 to 15, 24, 26 and 92 to 115

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

7.7.5 The Owner shall prepare a Neighbourhood Information Plan for review and approval by the Town as part of the first Engineering Submission prior to installation in every sales office associated with this Plan for the benefit of prospective purchasers. This Neighbourhood Information Plan shall contain, at a minimum, the following as information becomes available:

- (a) Sidewalks, including sidewalk connecting to existing external subdivisions;
- (b) Driveways;
- (c) Above ground utilities;
- (d) Naturalized areas;
- (e) Stormwater management ponds and maintenance accesses;
- (f) Parks and open space blocks;
- (g) Transit routes and transit stops (existing and proposed);
- (h) Information of the development of the other lands owned by the Owner;
- (i) Active transportation routes;
- (j) Canada Post boxes; and
- (k) Street furniture; and location of the High Schools and Elementary Schools.

The content of the Neighbourhood Information Plan will be subject to direction by the Town and it will also be subject to revisions as determined by the Town as the detailed design approval of the services and features of the Plan are finalized. The Town may also require that adjacent land uses be shown as well. The Owner shall agree to implement and post revisions of the Neighbourhood Information Plan as directed by the Town. All display plans shall be reviewed and approved by Town staff prior to their display in the sales office.

SECTION 11 GOVERNMENT APPROVALS

No private connection shall be made to any service or utility without written permission of the Town and work provided for under this Agreement which requires approvals from any other level of Government, Ministry or Commission shall not be commenced until such approvals have been obtained in writing.

SECTION 12 - MAINTENANCE OF GRADES, PLANTING, ETC.

Whenever in this Agreement the Owner is required to install, establish or maintain on its Lands any fixture, structure, contour, grade or plant materials, as provided for herein, the Owner shall keep such fixture or structure in good working order to fulfill the function intended, shall maintain all contours and grades, shall keep in a healthy living state any plant materials hereby required, and shall replace the same if the same should perish and so maintain any replacement from time to time.

SCHEDULE "C"

- (1) The Purchaser acknowledges that the Dwelling to be erected upon the said property is located in a construction site. The Purchaser agrees not to enter upon said property without a) the builder's permission and b) without the appropriate head and footwear if such permission is received. The Vendor in its absolute discretion may invite the Purchasers or one of them as the Vendor deems appropriate to visit and view the dwelling unit with a representative of the Vendor prior to drywall being installed provided that construction timing and weather conditions permit. The Purchaser covenants and agrees that should such entry be permitted by the Vendor, the Purchaser shall enter the premises at their own risk and shall not be permitted entry without wearing all required safety apparel including without limiting the generality of the foregoing safety boots and hard hat and any other apparel that may be required by any governmental authority. The Vendor shall supply hard hat and safety boots to Purchasers at no expense to the Purchasers. The Purchasers covenant and agree that the Vendor assumes no responsibility nor liability for any injury that may occur to any Purchaser and the Purchasers acknowledge and confirm that they assume all liability and responsibility for any injury which they may suffer or incur as a result of such entry. The Purchasers also acknowledge that such entry shall only take place in the presence of and under the supervision of a representative of the Vendor and any visit may be terminated by the Vendor's representative in their sole and absolute discretion. Save as set out herein and in this Agreement, no other entry shall be permitted by the Purchaser to the dwelling until closing. The Purchasers further covenant and agree to execute any form of Release prior to such entry that may be required by the Vendor.
- (2) The Purchaser acknowledges that, in any event, no children under the age of 16 shall be allowed on the said property prior to closing.
- (3) Should the Purchaser enter upon the property without proper permission and safety apparel, the Purchaser agrees to indemnify and save the Vendor harmless from the consequences of any actions or claims brought against the Vendor including under the Occupational Health and Safety Act, and the Vendor will assume no responsibility for any actions or claims brought against the Purchaser including under the Occupational Health and Safety Act.
- (4) The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the Real Property or any part of the subdivision of which the Real Property forms a part whether with or without the authorization, express or implied, of the Vendor.
- (5) The Purchaser agrees that if the Vendor is required to install air conditioning on the Real Property pursuant to the terms of the Subdivision Agreement, then the Purchaser shall pay to the Vendor on closing the cost of such air conditioning, including taxes thereon.
- (6) The Purchaser covenants and agrees that it shall not enter into any arrangement directly or indirectly with any sub-trade employed by the Vendor in the construction of the Dwelling for the purpose of performing, prior to closing, any additional work or upgrades required by the Purchaser. The Purchaser shall not do any work on the premises before closing either alone or by trade or sub-trade without the Vendor's written permission. If the Purchaser obtains the Vendor's written permission, the Purchaser agrees that the Vendor shall not be responsible for any delays in completion occasioned by the Purchaser's work on the Dwelling prior to closing, and the closing date will remain the same as set out in the Agreement of Purchase and Sale or any amendment thereto. Further, the Vendor shall have no responsibility whatsoever with respect to any incomplete or deficient works or damages resulting therefrom which occurs as a result of any work done by the Purchaser prior to closing and the Purchaser further acknowledges and agrees that the work done by the Purchaser, trade or sub-trade is not covered by Vendor's Guarantee or by Tarion. The Purchaser further covenants and agrees that any work done after closing on the Dwelling at the Purchaser's request by any trade or sub-trade, whether or not employed by the Vendor, shall not be covered by the Vendor's Guarantee or by Tarion. The Purchaser shall not, prior to closing, enter upon the property unless accompanied by a representative of the Vendor. This clause shall not merge on the closing of the sale transaction but shall survive same.
- The Purchaser acknowledges that breach of its obligations contained in this Agreement, including, without limitation, the Purchaser failing to make its colour and material choices within the time frame provided for herein shall result in termination of the herein Agreement at Vendor's option, or if the Vendor does not elect to terminate this Agreement as aforesaid it has the right to complete the Dwelling without regard to the Purchaser's actions and the Purchaser shall indemnify the Vendor for any losses or damages it may suffer as a result of the Purchaser's breach as aforesaid including all compensation that may be payable by the Vendor to the Purchaser for any delay in closing pursuant to the Tarion requirements and any additional costs incurred by the Vendor and, in this regard, the Vendor shall be entitled to credit itself with same on the Statement of Adjustments.
- (7) The Purchaser is advised that the exterior elevation, appearances and finishings will be similar to pictures or renderings but may not necessarily be identical. The Purchaser acknowledges Vendor's advice that at Vendor's discretion door swings may be different from those indicated on brochures and agree to accept door swings as adjusted at Vendor's discretion.
- (8) The Purchaser agrees and acknowledges that in addition to the purchase price and those matters provided for elsewhere in the Agreement of Purchase and Sale, he also agrees to pay on closing as an adjustment all costs incurred by the property for the following: Hydro, cable, phone and/or water connections and/or installation costs for the real property, internal lot service, water and hydro meter charges, hydro trenching, cost to register Application to Delete Restrictions, Canada Post super mailbox fee (if applicable), tree planting as required for the entire subdivision pursuant to the Subdivision Agreement pro-rated on a per lot basis, whether or not the subject lot has any such tree or trees, Real Estate Transaction Levy. The costs of the foregoing shall be absolutely determined by the Vendor and pro-rated where applicable and shall be paid, by way of adjustment, on closing by the Purchaser in accordance with a Statutory Declaration executed by an officer or employee of the Vendor setting forth the cost of each of the foregoing and delivered to the Purchaser on or before closing. The parties agree that the maximum costs to the Purchaser of the items set out in this paragraph shall be One Thousand Seven Hundred (\$1,700.00) Dollars, except if the property being purchased herein is a corner lot, which will require flankage fencing in which case the maximum cost to the Purchaser shall be Two Thousand Seven Hundred (\$2,700.00) Dollars. The Purchaser agrees to pay all relevant taxes in connection with the subject purchase transaction which shall be in addition to the purchase price and may be included on the Statement of Adjustments.
- (9) The Purchaser agrees to pay on the closing of the above-noted transaction to the Vendor the sum of Six Hundred and Fifty (\$650.00) Dollars for the paving of a double driveway and Four Hundred and Fifty (\$450.00) Dollars for the paving of a single driveway.
- The Purchaser agrees to pay on closing the sum of Five Hundred (\$500.00) Dollars for grading the property in accordance with the requirements of the Municipality.
- (10) The Purchaser acknowledges that if the Vendor is required to construct a fence at the rear or side of the Property in accordance with the terms of the Subdivision Agreement for this Property, then the Purchaser will pay to the Vendor, on closing, the sum of One Thousand Dollars (\$1,000.00) for the fence erected or to be erected on the Property.
- (11) The Purchaser of the above-noted property hereby acknowledges that the Vendor will not be installing decks of any kind from any sliding glass doors or any other opening of any kind located on the subject dwelling and will only be installing safety guard rails across the said sliding glass doors or any other opening of any kind on the subject dwelling. All doorguards will be painted black and secured through the exterior finish. The Purchaser hereby further acknowledges that any deck installed on the subject dwelling will be installed by the Purchaser, at its expense, after closing. (please initial)
- (12) The Purchaser agrees to complete the herein transaction notwithstanding the existence on the Property of any retaining walls and catch basins required pursuant to any engineering drawings or otherwise deemed to be required by the Vendor, its architect or engineer whether or not the Purchaser was notified of same prior to entering this Agreement.

SCHEDULE "FT"

The Purchaser agrees that it will, from time to time upon the request of the Vendor, provide the Vendor with such information it requires to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and the related regulations and guidelines issued pursuant thereto and any other requirements of FINTRAC.

SCHEDULE "H"

GOODS AND SERVICES TAX and HARMONIZED SALES TAX

The Vendor and the Purchaser covenant and agree as follows:

1. (a) The Purchase Price includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter and hereinafter collectively referred to as the "**HST**"), and that the Vendor shall remit the HST to Canada Revenue Agency ("**CRA**") on behalf of the Purchaser following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue in its Information Notice dated June 2009 – No. 2 (the "**Ontario Circular**") (collectively, the "**Rebate**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Real Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date, the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Real Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST Transitional Housing Rebate referred to in the Ontario Circular (the "**Transitional Rebate**") in connection with the Purchaser's acquisition of the Real Property, save as otherwise may be hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims and interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors' request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively the "**Rebate Forms**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any losses, costs, damages and/or liabilities (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:
- i. (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Closing Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Vendor's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
 - ii. (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;

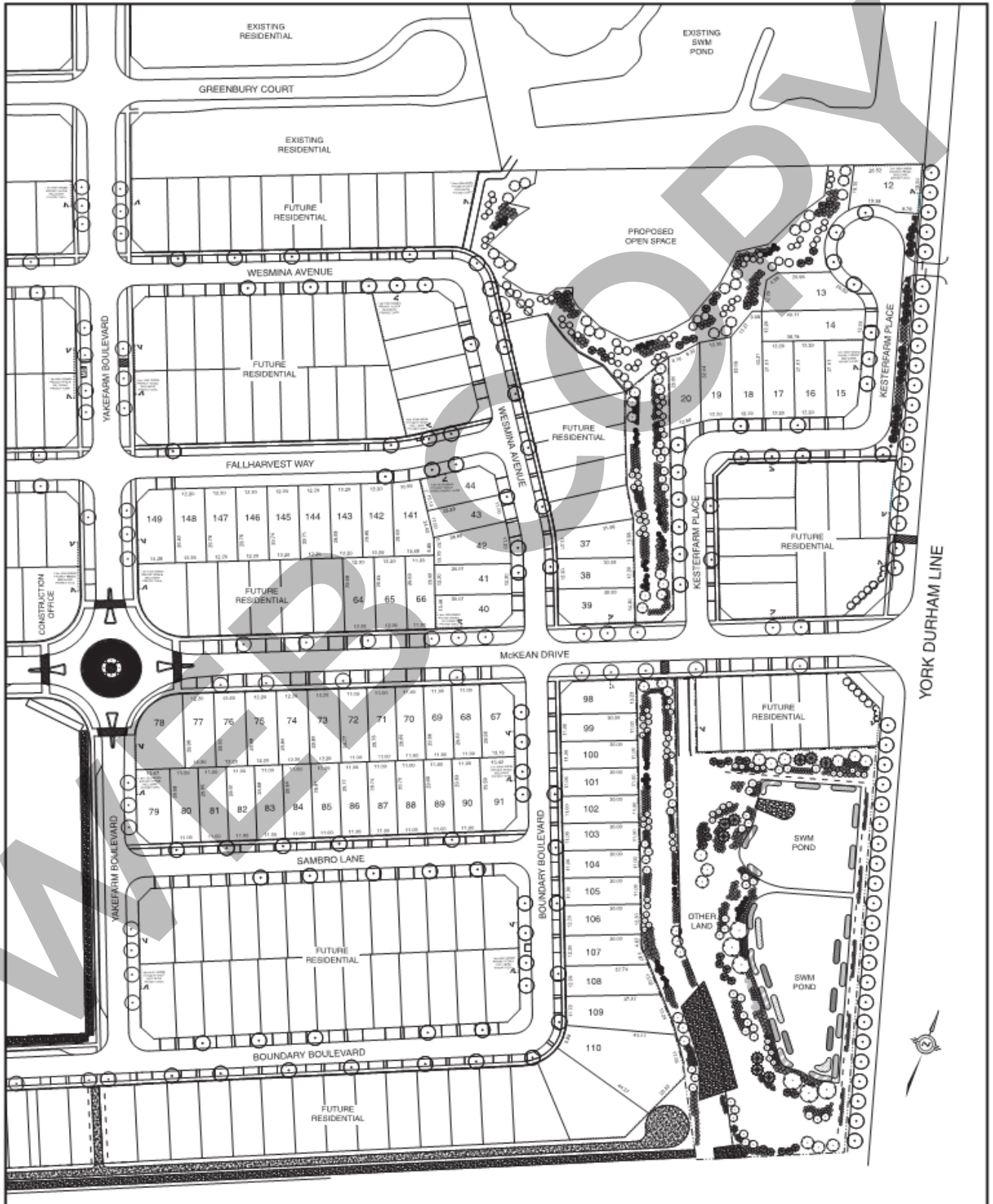
then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

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



PHASE 3 - SCHEDULE 'S'

MB PROPOSED MAILBOX



This is a preliminary site plan subject to Governmental approval. Dimensions & specifications are subject to change without notice. This Schedule 'S' is solely intended to indicate the location of the property within the Plan of Subdivision and not to accurately represent dimensions and scale. For actual dimensions, reference should be made to the property Survey to be provided on or before closing. The proposed landscaping on the City park is conceptual and the approved design may vary from that shown on the plan. E&O E. 01/22

SCHEDULE "T"
FOR USE IN FREEHOLD
PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

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

- a) any companies or legal entities that are associated with, related to or affiliated with the Vendor and are developing one or more other developments or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new developments or projects and/or related services to the Purchaser and/or members of the Purchaser's family;
- c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;
- f) one or more providers of any security alarm system, cable television, telephone, telecommunication, hydro-electricity, water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide any such personal information to an entity providing security alarm services;
- g) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to HST including the Purchaser's Social Insurance Number or business registration number, as the case may be);
- h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended;
- i) the Vendor's solicitors and/or Purchaser's solicitors, to facilitate the closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- j) any real estate agent, real estate broker and/or mortgage broker involved in the Purchaser's purchase of the Property to facilitate the completion of this transaction or the sale of the Purchaser's existing property; and
- k) any person, where the Purchaser further consents to such disclosure.

SCHEDULE 'K'

As a future Lot owner you should be aware of the way in which the following items may affect your prospective purchase.

1. There are various classifications of roads, some of which are meant to accommodate more traffic than others. The developer should advise you as to the type of roads envisioned for your development, which will be shown on the engineering drawings. The various classifications of roads are defined in the Municipal Works Design Manual as follows:

Freeways (eg. Highway 404):

Freeways are intended to accommodate heavy volumes of traffic at high speeds under free-flowing conditions. They are intended to serve long trip traffic.

Arterial Roads (eg. Stouffville Sideroad):

Arterials are major routes in the network. They connect industrial and commercial centres and concentrations of residential development.

Collector Roads (eg. Millard Street):

Collectors collect traffic from local roads and distribute it to other local roads, arterials and sometimes freeways. They also service land and full access to adjacent land is usually permitted.

Industrial Collector (eg. Ram Forest Road):

A collector serving a predominantly industrial area where extra width and strength will be needed to handle trucking.

Local Roads and Streets (eg. Dorman Drive):

Local roads and streets provide land access. Trips on local roads have their origin or destination within the length of the road.

2. The developer is responsible for approvals in unassumed subdivisions as related to proposed alterations of grading, driveways and installation of fencing, on the private lots. All proposed alterations and installations within the Town's right-of-way require encroachment permits and/or municipal consents to be issued by the Town prior to any constructions taking place. Permits issued by the Town do not supersede any conditions stipulated in the purchase and sales agreements related to your home. Works associated with grading, driveways and fencing must adhere to the Town's current "Engineering and Public Works Standard Guidelines and Drawings", "Zoning", "Encroachments", "Division Fence" and "Fence & Pool Enclosure" By-laws all to the satisfaction of the Town.

3. An easement is a right attached to the land which allows a party to utilize land of different ownership for a specified purpose, or prevents the owner of such land from utilizing his/her land in a certain manner. The Town may require an easement over portions of the lots in a subdivision for such purposes as drainage. Therefore, the lot is purchased subject to the easement. It is the owner's responsibility to maintain that portion of the lot which contains the easement, however, the Town has the right by virtue of the easement to enter on to the lands, if necessary, and remove any obstructions from the easement. In addition, the Lot owner cannot build any structures, such as an accessory building, within the easement. Easements shown on preliminary drawings and sketches in real estate offices may be revised prior to the Town's final acceptance of the engineering drawings. Prospective purchasers should ensure that they are informed by the developer as to the location of proposed easements. Finalized engineering drawings will be made available at the Town office for review.

4. Sidewalks may be installed in your subdivision. The location of the sidewalks is determined by the estimated volume of pedestrian and vehicular traffic. Streets with through traffic normally have sidewalks on one or both sides whereas minor local streets and culs-de-sacs may only have sidewalks if they form a well defined route to high activity centres such as a bus stop or commercial centre. In order to provide a degree of safety between pedestrians and vehicular traffic, sidewalks are typically located 0.3 metre (approximately 1 foot) from the property line. However, development circumstances may affect the location of the sidewalk within the right-of-way

5. No trees or shrubs shall be planted on the Town right-of-way or in the daylighting triangles. Municipal trees may be planted within the development boulevards in accordance with the Town's Standards. Note that it is not possible to ensure every lot has a tree in front of it. Please refer to the Town's Boulevard Information Brochure for more information. If a municipal tree dies due to homeowner activities, the homeowner will be financially responsible for replacing and replanting the tree(s) of same species and acceptable caliper. Furthermore, the Town reserves the right to retire a site from further tree(s) planting obligations as well as apply additional requirements for remedial work to the site to provide a more conducive tree habitat for long term tree survival, all to the sole satisfaction of the Town.

6. No trees or shrubs are to be planted within a 3 metre (9.84 feet) radius of the hydro transformer pads. The pads must be clear of obstruction for maintenance and repair purposes. In addition, the roots of the plantings may interfere with the underground wiring and pose a potential safety hazard.

7. No trees or shrubs shall be planted within a 3 metre (9.84 feet) radius of the fire hydrants which are located within the right-of-way in urban areas. Private fire hydrants and other firefighting connections must follow the requirements of the applicable standards all to the satisfaction of the Fire Chief.

8. Supermailboxes will be located in both the rural and urban Residential, Institutional, Commercial and Industrial developments. The location of the supermailboxes is determined by Canada Post and will be shown on the final engineering drawings.

9. Items such as daylighting triangles, streetlighting, signs, and trees are shown on the engineering drawings and included in the Subdivision Agreement. You should ask the developer to see the drawings and have your solicitor advise you with respect to the/this Subdivision Agreement.

10. Purchasers should be aware that their property ownership does not extend to the curb. The portion of the road allowance between the face of the curb and the streetline (known as the boulevard) is municipal property. The boulevard varies in width from 4.75 metres (15.6 feet) to 7.5 metres (24.6 feet) for local and collector roads respectively. Underground utilities are located within the boulevard area such as Bell, Hydro, gas and cable T.V. and in the urban area service connections for water, sanitary and storm drainage. While the homeowner is encouraged to maintain the boulevard area there shall be no construction of fences or plantings permitted within this area. The Town requires that the driveway portion within the boulevard area be paved.

11. When establishing the date of occupancy with the builder, please note that the Municipality's Chief Building Official may not permit occupancy until the applicable services, for example water, sewer, hydro and natural gas connections and or sufficient access routes, are installed, inspected and capable of functioning, and the base course asphalt pavement, curbs and streetlighting have been installed in accordance with the Subdivision Agreement. Arrangements regarding the provision of telephone, cable tv, and natural gas or other heating source for the date of occupancy must be made by the purchaser with the builder.

12. The Town's on-street parking by-law currently prohibits the parking of any vehicle on any street under the jurisdiction of the Town of Whitchurch-Stouffville for a period longer than three hours, and in order to facilitate the process of snow removal, the parking of any

vehicle on any street is prohibited from the hours of 2:00 a.m. to 6:00 a.m. between December 1st of each year to March 31st of the following year.

13. Each driveway/entrance apron proposed to be paved in a custom material or alternate to the standards set out in Schedule "E" and each encroachment on to the Town boulevard beyond the scope of work specified in the approved engineering drawings must be approved by the Town on an individual basis. The Owner and occupant of the property shall apply to the Town's Public Works Department for approval of the custom/alternate material proposed. Each application with the Public Works Department shall be accompanied with the required fees and security deposits outlined in the Town's current Fees and Charges By-laws as amended from time to time.

14. Infiltration Trenches and other Low Impact Development (LID) initiatives located on private property without municipal easements for operation and maintenance of such initiatives are the sole responsibility of the homeowner post assumption of the subdivision by the Town from the developer. Prior to assumption, the developer is responsible to ensure upkeep of the maintenance and operation of such LID initiative. The developer should advise you on the type of LID initiative located on your property as shown on the engineering and/or related lot design drawings. Information on future maintenance and operation of the LID should be provided to you prior to closing on your purchase and sale agreement(s).

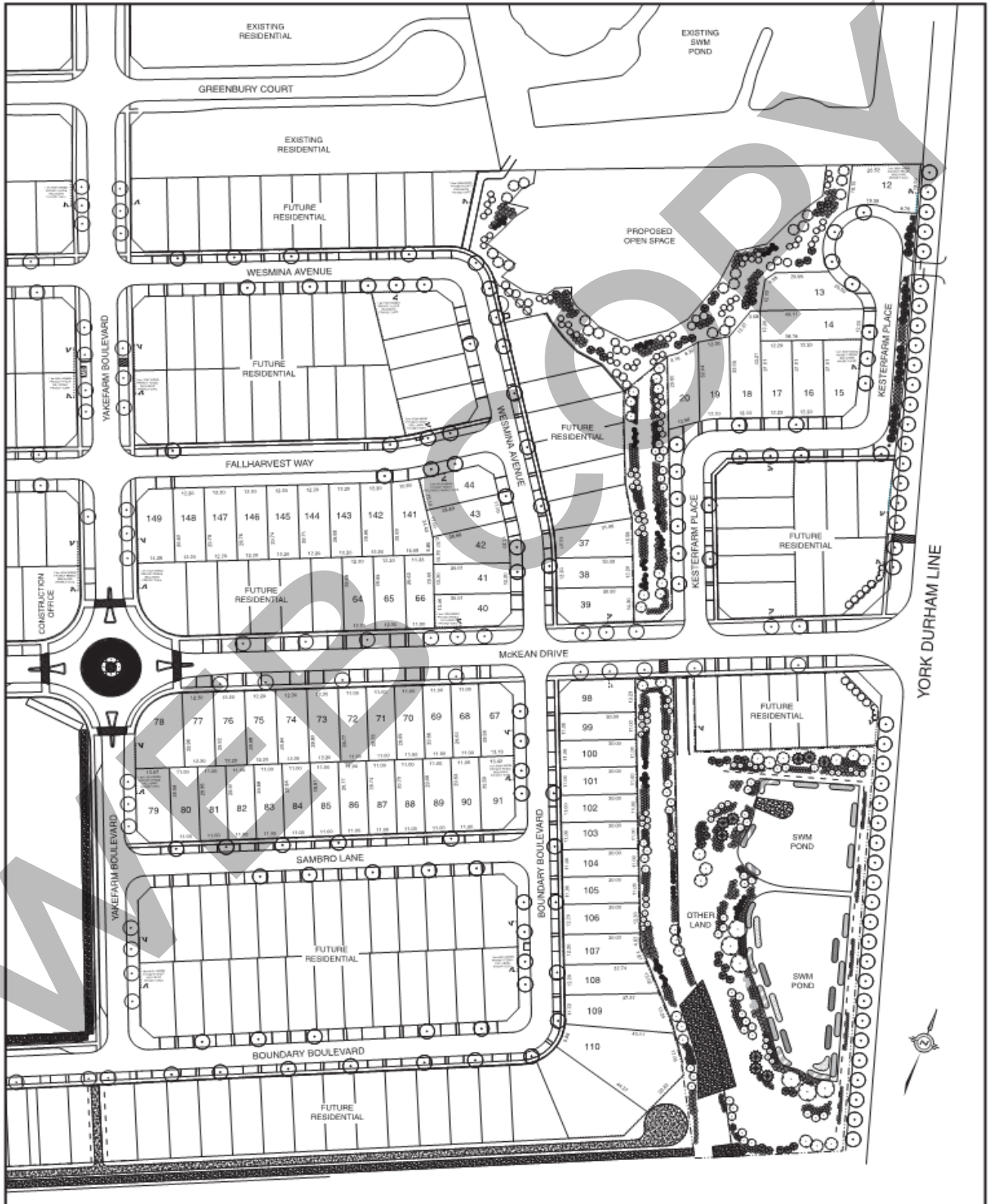
15. Future construction equipment access related to home upgrades/additions/renovations including but not limited to swimming pool installations and lot beautifications may require a temporary encroachment and/or building permit(s) from the Town and additionally sign-off from the developer/builder depending on the status of the subdivision progress at the time of application/construction. Any future construction/landscaping activities undertaken by the Owner should be at least 3m (9.84 feet) away from the municipal trees, and only within the Owner's private property, and not on any public lands or the Town's right-of-way. The Owner and occupant of the property shall apply to the Town's Public Works Department for approval of the access route. Any Damages and restoration works to the boulevards and municipal infrastructure shall not be the responsibility of the Town. Each permit application with the Town for temporary encroachment or for building structures shall be accompanied with the required fees and security deposits outlined in the Town's current Fees and Charges By-law as may be amended from time to time.

As a prospective purchaser, you should make sure that you are satisfied that the developer has advised you as to the effect the above items may have on your property. Any clarifications with respect to this policy should be directed to the Development Coordinator at the Town at 905-640-1900.



PHASE 3 - SCHEDULE 'S'

MB PROPOSED MAILBOX



This is a preliminary site plan subject to Governmental approval. Dimensions & specifications are subject to change without notice. This Schedule 'S' is solely intended to indicate the location of the property within the Plan of Subdivision and not to accurately represent dimensions and scale. For actual dimensions, reference should be made to the property Survey to be provided on or before closing. The proposed landscaping on the City park is conceptual and the approved design may vary from that shown on the plan. E.&O.E. 01/22