

AGREEMENT OF PURCHASE AND SALE – 369 ESSA ROAD, BARRIE

POTL No.: _____ DWELLING: _____ HOME TYPE: _____ SIZE: _____

1. The Purchaser _____ (the ("Purchaser")) agrees with Sean Mason Homes (Essa Rd.) Inc. (the "**Vendor**") to purchase the real property in the City of Barrie, Ontario upon which there has been or will be constructed the above-noted residential dwelling (the "**Dwelling**"). The Dwelling shall constitute a parcel of tied land to which shall be tied a common interest in the proposed common element condominium ("**CEC**") to be registered as a block or part of a block on a plan of subdivision, on the lands legally described as Part of Lot 5, Concession 13 Innisfil Part 1 on Plan 51R14693 and part of a road allowance between lots 5 and 6 Concession 13 Plan 67 Innisfil as in R0555669 all in the City of Barrie (the "**Land**", also referred to as "**Property**" in the Addendum). The "**Real Property**" shall consist of the Dwelling and the Land. The Real Property shall be located within a residential development composed of forty-five (45) freehold townhomes (the "**Development**").
2. The purchase price for the Real Property (the "**Purchase Price**") shall be the sum of:

(\$ _____) Dollars of lawful money of Canada, payable to **SEAN MASON HOMES (ESSA RD.) INC.**, in the following amounts at the following times, by cheque or bank draft:

(a) Five thousand (\$5000.00) Dollars, as an initial deposit upon the execution of this Agreement of Purchase and Sale;

(b) Five Thousand (\$5,000.00) Dollars, as a further deposit by way of cheque post-dated to the 10th day following execution of this Agreement due on May 9 2017 _____;

(c) Ten Thousand (\$10,000.00) Dollars, as a further deposit by way of cheque post-dated to the 30th day following execution of this Agreement due on May 29 2017 _____;

(d) Ten thousand (\$10,000.00) Dollars, as further deposits by way of post-dated cheques on the following days as set out below following the execution of this Agreement and which shall be due on :

(i) 60th: _____ June 28 2017 _____;

(ii) 90th: _____ July 28 2017 _____;

(iii) 120th: _____ August 28 2017 _____;

(e) Twenty five thousand (\$25,000.00) Dollars, as a further deposit by way of cheque post-dated to the 90th day following execution of this Agreement due on _____, payable in the event Purchaser does not obtain Purchaser's Financing, with commitment to close with such, as defined in Section 3 of Schedule "A", with Royal Bank of Canada being the Vendor's preferred lender or if Purchaser does not qualify for a high ratio mortgage insured commitment.

The amounts payable under Section 2(a) to (c), and if payable, under Section (d), inclusive are herein referred to as the "**Deposit**" or "**Deposits**", as the case may be.

(f) the balance of the Purchase Price, subject to any remaining adjustments, to the Vendor or as the Vendor may in writing direct, in cash or by certified cheque on Closing.

3. Schedules A, B, C, D, E, F, G, H and I (the "**Schedules**") attached to this Agreement form a part of the Agreement. The TARION Warranty Corporation's ("**TARION**") 'Statement of Critical Dates', the Addendum to Purchase Agreement including 'Schedule A Types of Permitted Early Termination Conditions', 'Schedule B - Adjustments to Purchase Price or Balance Due on Closing' and 'Schedule C - Terms of Occupancy Licence' (the "**Addendum**") are also attached to this Agreement and form a part of the Agreement. The Purchaser confirms it has read and agrees to be bound by the Schedules, the Statement of Critical Dates and the Addendum and confirms receipt of those documents referred to in Schedule "**B**".

4. The date that this Agreement is to be completed (the "**Closing**") is defined within the Statement of Critical Dates and the Addendum.
- DATED at BARRIE, ONTARIO this _____ 29 _____ day of _____ April _____, 20__ 17 ____.
- WITNESS:

(as to all Purchaser's signatures if more than one Purchaser)

PURCHASER'S SIGNATURE: _____

D.O.B. _____ SIN # _____

YYYY/MM/DD

Email: _____

PURCHASER'S SIGNATURE: _____

D.O.B. _____ SIN # _____

YYYY/MM/DD

Address: _____

Bus: _____ Home: _____

Phone: _____

Facsimile: _____ cell: _____

E-mail: _____

PURCHASER'S SOLICITOR:

NAME: _____

ADDRESS: _____

PHONE: Bus: _____ Facsimile: _____

E-mail: _____
- DATED this _____ 29 _____ day of _____ April _____, 20__ 17 ____.
- VENDOR'S SOLICITORS:

ROBINS, APPLEBY LLP

Suite 2600 - 120 Adelaide Street West

Toronto, Ontario M5H 1T1

Attn: Audrey Weaver, Law Clerk

Telephone: (416) 360-3362

SEAN MASON HOMES (ESSA RD.) INC.

Per: _____

I have authority to bind the Corporation.

E-mail: aweaver@robapp.com

Facsimile: (416) 868-0306

SCHEDULE "A"

1. In this Purchase Agreement, the following terms have the following meanings:
- (a) **"Approving Authority"** has the meaning given to it in section 13 of the Addendum.
 - (b) **"Business Day"** has the meaning given to it in section 13 of the Addendum.
 - (c) **"CCP"** has the meaning given to it in Section 12 herein
 - (d) **"CEC"** has the meaning given to it in Section 1 of the Purchase Agreement.
 - (e) **"Close"** and **"Closing"** have the meanings given to them in section 13 of the Addendum.
 - (f) **"Customizations"** means Purchaser change orders from the Vendor's standard features and finishes.
 - (g) **"Delayed Occupancy Date"** has the meaning given to it in section 13 of the Addendum.
 - (h) **"Developer"** means any owner of the Real Property from time to time prior to Closing other than the Vendor which has obligations to the Approving Authority for subdivision or servicing of the Real Property.
 - (i) **"Development"** has the meaning given to it in Section 1 of the Purchase Agreement.
 - (j) **"Dwelling"** has the meaning given to it in Section 1 of the Purchase Agreement.
 - (k) **"Escrow Agreement"** has the meaning given to in Section 31(a) herein.
 - (l) **"Firm Occupancy Date"** has the meaning given to it in section 13 of the Addendum.
 - (m) **"including"** means including without limitation.
 - (n) **"Land"** has the meaning given to it in Section 1 of the Purchase Agreement.
 - (o) **"Land Registry Office"** means the Land Registry Office for the Land Titles Division in which the Land is recorded and registered.
 - (p) **"LID"** means Low Impact Development infrastructure practices and infrastructure.
 - (q) **"Occupancy"** has the meaning given to it in section 13 of the Addendum.
 - (r) **"Occupancy Date"** means the date the Purchaser is provided Occupancy.
 - (s) **"Occupancy Fee"** has the meaning given to it in 'Schedule B – Terms of Occupancy Licence' of the Addendum.
 - (t) **"Occupancy Permit"** has the meaning given to it in section 10(d) of the Addendum.
 - (u) **"PDI Form"** has the meaning given to it in 12 herein.
 - (v) **"Permitted Encumbrances"** has the meaning given to it in Section 14 herein.
 - (w) **"Prime Rate"** means the fluctuating annual rate of interest established from time to time by The Toronto-Dominion Bank as the base rate it will use to determine interest rates in Canadian dollar loans to customers in Canada and quoted or designated by it as its commercial prime rate.
 - (x) **"Purchase Agreement"** means this Agreement of Purchase and Sale and includes the Addendum and all Schedules attached to and forming part of this Purchase Agreement.
 - (y) **"Purchaser's Solicitors"** has the meaning given to it in Section 31(a) herein and shall be the firm identified as such on the first page of this Purchase Agreement.
 - (z) **"Real Property"** shall mean the Dwelling and the Land.
 - (aa) **"Tarion"** means Tarion Warranty Corporation and its successors and assigns.
 - (bb) **"TERS"** has the meaning given to it in Section 20(c) herein.
 - (cc) **"Transfer"** has the meaning given to it in Section 19 herein.
 - (dd) **"the Act"** means the *Condominium Act, 1998*, R.S.O, 1998, C. 19, and any amendment thereto or replacements therein or regulations made thereunder.
 - (ee) **"Unavoidable Delay"** has the meaning given to it in section 13 of the Addendum.
 - (ff) **"Vendor's Solicitors"** shall be the firm identified as such on the first page of this Purchase Agreement.
 - (gg) **"Warranty"** has the meaning given to it in Section 12 herein.

OFFER

2. The Purchaser hereby offers to purchase the Real Property from the Vendor on the terms and conditions contained in this Purchase Agreement, for the Purchase Price, payable:
- (a) by payment of the Deposits to the Vendor; and
 - (b) by payment of the balance of the Purchase Price to the Vendor on Closing.

PURCHASER FINANCING

3.

- (a) The Purchaser represents that the Purchaser is capable of obtaining such mortgage financing as the Purchaser requires to enable the Purchaser to pay the balance due on Closing ("**Purchaser's Financing**"). **The Purchaser acknowledges having been notified by the Vendor that a consumer report containing credit and/or personal information may be applied for, obtained or referred to in connection with this transaction and the Purchaser hereby consents to same and to forthwith execute any documents and authorizations required by the Vendor in this regard**
- (b) Within ten (10) days after the acceptance of this Purchase Agreement, the Purchaser shall deliver to the Vendor:
 - (i) a mortgage commitment from a bank, trust company or other financial institution which evidences that the Purchaser has been approved for Purchaser's Financing with an interest rate hold until Closing or a minimum of eighteen (18) months; or
 - (ii) evidence from a bank, trust company or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Dwelling. If the Vendor (or the Vendor's construction lender) determines in its sole and unfettered discretion that the evidence provided to it is insufficient for the purposes of closing the transaction on Closing, the Purchaser shall deliver a mortgage commitment from a bank, trust company or other financial institution evidencing that the Purchaser has been approved for Purchaser's Financing within fifteen (15) days of request by the Vendor.
- (c) In addition to any other remedies permitted herein, if the Purchaser defaults on any obligations described at Section 3(b) or if the mortgage commitments described therein are not satisfactory to the Vendor or its construction lender, in their sole discretion, then the Vendor may, at its option, terminate this Agreement as per Condition No. 1 of the Addendum to Agreement of Purchase and Sale, Early Termination Conditions or require that the Purchaser forthwith apply to a lending institution designated by the Vendor (the "**Vendor's Lender**") to obtain a mortgage for the Purchaser's Financing at a principal amount not less than the Purchaser's Financing, for a term of three (3) to five (5) years as designated by the Vendor and on terms then offered by the Vendor's Lender for similar financing. It is understood and agreed that: (i) the Vendor's Lender may vary the Purchaser's Financing provisions, but not the principal amount; and (ii) the Vendor may vary the term of the Purchaser's Financing by decreasing it to not less than three (3) years or increasing it to not more than five (5) years. If the Purchaser's application for Purchaser's Financing is not approved in whole or in part by any lender designated by the Vendor within twenty (20) days of the Vendor's request that the Purchaser apply for same, then the Vendor shall, at its sole option, be entitled to proceed with the sale on the basis of a second mortgage back to the Vendor for the unapproved balance of the Purchaser's Financing, which second mortgage back shall be in the Vendor's form, at an interest rate that is determined by the Vendor but not more than three per cent (3%) greater than the interest rate offered by the Vendor's Lender for similar financing and for a term of one (1) to five (5) years as selected by the Vendor.

ADJUSTMENTS

4. The Purchase Price shall be adjusted as of Closing by the following:

- (a) Any charges paid to a utility for the connection of utility services and/or the cost and installation of a separate meter/energization and the installation thereof;
- (b) The enrollment fee payable to Tarion with respect to the Dwelling;
- (c) Realty taxes and any fee charged by the Approving Authority for the opening of a new realty tax or assessment roll number for the Real Property, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. The Purchaser is advised that the Approving Authority may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor, and wholly or partly the responsibility of the Purchaser;
- (d) The Purchase Price includes all municipal, regional, educational or other governmental development charges that are applicable to the Project as of April 15th, 2017 (the "**Effective Date**"). The Purchaser shall pay to the Vendor, as an adjustment on closing, the amount of any increases in any fees, charges, taxes, assessments, levies, development charges, education development charges or other levy or similar charge assessed against or attributable to the Property or construction of the Dwelling after the Effective Date, and any new fees, charges, taxes, assessments, levies, development charges, education development charges of any nature or kind assessed or imposed against or attributable to the Property or construction of the Dwelling after the Effective Date (any such increase or such new fees, charges, etc. collectively referred to as the "**Increase**") and if the Increase or any other adjustment contemplated herein relates to the Property and not to the Dwelling, the Purchaser's share shall be the product obtained by multiplying the amount of the Increase or such other adjustment by the percentage of Common Interests allocated to the Dwelling in schedule "D" of the Declaration. The amount of the Increase or such other adjustment shall be determined by Statutory Declaration sworn on the part of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
- (e) any increase in existing or newly imposed levies, taxes, development charges, area inspection charges, education development charges or any impost or other charges imposed by an Approving Authority or public utility corporation regarding the Real Property from the date this Purchase Agreement is first executed until a building permit is issued for the Dwelling and as may be applicable to the particular development;
- (f) If there are any chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor;
- (g) The Purchaser acknowledges and agrees that he shall pay all amounts chargeable and billable to the Purchaser for water, hydro, gas, cable television and any other services arising as a result of the Purchaser's failure to make his own contractual arrangements with the relevant public or private utility authorities and suppliers on Closing and for which the Vendor is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Purchaser to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the Dwelling;
- (h) The price of all Customizations/Upgrades, minus any deposits, purchased from the Vendor pursuant to an amendment, schedule or addendum to this Purchase Agreement and not previously paid for including any HST imposed thereon;
- (i) The amount charged or to be charged by the Vendor's Solicitors to the Vendor representing the transaction levy surcharge imposed by the Law Society of Upper Canada or any similar authority with respect to the within transaction, which fee is currently \$75.27 inclusive of fees and HST;
- (j) The amount of \$150.00 plus HST as applicable charged or to be charged by the Vendor's solicitors for completing the Closing via electronic registration;

- (k) An administration fee of \$150.00 to the Vendor for any cheque paid for a Deposit or any other amount payable under this Purchase Agreement which is returned “NSF” or upon which “stop payment” has been ordered;
- (l) Projected common expenses for the month in which the Closing occurs shall be apportioned to the Vendor in respect of the period prior to Closing and to the Purchaser for the period thereafter;
- (m) Occupancy Fee for the period to and including the Closing shall be apportioned to the Vendor and prepaid Occupancy Fee for the period after Closing shall be apportioned to the Purchaser; and
- (n) Occupancy Fee for the month in which Closing occurs shall be apportioned to the Vendor in respect of the period prior to Closing and to the Purchaser for the period thereafter.

MODIFICATIONS AND PLANNING ACT COMPLIANCE

5.

- (a) The Purchaser acknowledges and agrees that the sitings, plans and specifications of the Dwelling and of other dwellings in the subdivision, including architectural details and exterior finishes, may be subject to approval by the Vendor, Developer or the Approving Authority. The Purchaser also acknowledges and agrees that all exterior elevations, plans, materials, colours, and details are subject to any architectural controls and the availability of materials to the Vendor during the construction of the Dwelling. Accordingly, all such exterior elevations, plans, materials, colours, and details may be revised by the Vendor or the Vendor's control architect, in their sole and unfettered discretion, and the Purchaser agrees to accept substitutions of different materials, colours or details, and/or alterations of such elevations and plans, provided that such substitutions or alterations do not materially diminish the monetary value of the Real Property or substantially alter the Dwelling. The Purchaser further acknowledges and agrees that the Vendor may without prior notice substitute in the construction of the Dwelling other materials of at least equal quality for those specified and may alter the plans and specifications for the Dwelling, provided that such substitution or alteration shall not materially diminish the monetary value of the Land or substantially alter the Dwelling.
- (b) Without limiting the generality of Section 5(a) above, the Purchaser agrees to accept minor modifications to the Real Property which the Vendor or the Approving Authority may require, including walkouts, narrowed, adjoining or adjacent driveway entrances, decks, steps, patios, retaining walls, side porches or a reverse layout (mirror image). The Purchaser further acknowledges and agrees that if the Land is a lot, or part of a lot, or block on a plan of subdivision which has not yet been registered, the site plan, lot sizes or dimensions are also subject to change as required by the Approving Authority and without notice, provided they are not substantially varied.
- (c) The Purchaser acknowledges and agrees that the servicing allocation for the subdivision within which the Land shall be situated shall not be assigned until the plan of subdivision is granted final approval for registration by the applicable governmental authority.
- (d) This Purchase Agreement is conditional until Closing upon the Vendor obtaining compliance at its own expense with the subdivision control and site plan provisions (section 50) of the *Planning Act* (Ontario).

CONSTRUCTION AND FINISHES

6. CONSTRUCTION

- (a) The Vendor agrees that it will complete the Dwelling in accordance with the plans and specifications available for viewing by the Purchaser on Vendor's website. All work will be performed in a workmanlike manner and in general compliance with the *Ontario Building Code*. All claims with respect to the *Construction Lien Act* (Ontario) for materials or services supplied to the Vendor shall be the responsibility of the Vendor.
- (b) The Purchaser acknowledges that the size of the Dwelling as represented by the website/sales literature/sales staff is measured in accordance with general industry standards and Bulletin 22 of Tarion, and accordingly the actual usable floor area will vary from the stated floor area, all without limiting the Purchaser's obligation to complete this transaction notwithstanding such variance and without any abatement in the Purchase Price herein.
- (c) The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as required by any governmental authority, and acting reasonably make changes to the siting and location of the Dwelling (including, without limitation, reversing the siting of the Dwelling and relocating the Dwelling to another lot of a similar quality on the Development) and/or the grading of the Real Property without notice thereof to the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and covenants that it shall close the transaction not seek any remedy from the Vendor for such changes.
- (d) The Purchaser further acknowledges and agrees that any warranties of workmanship or materials in respect of any aspect of the construction of the Real Property, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be restricted to only those warranties deemed to be given by a vendor under the *Ontario New Home Warranties Plan Act* R.S.O. 1990, as amended, and the regulations promulgated thereunder (the “**Tarion Act**”) in effect as of the date construction commenced on the Real Property and shall extend only for the time period and in respect of those items covered or provided by the Tarion Act in effect as of the date construction commenced on the Real Property. There shall be no implied or other warranty of any nature and the Vendor shall have no other liability whatsoever in the event of a deficiency in relation to the construction of the Real Property, whether in contract or in tort, save as per the Tarion Act.
- (e) The Purchaser acknowledges that any model home furnishings, decor, improvements, mirrors, drapes, tracks, wall coverings, decks and benches are for display purposes only and are not included in the Purchase Price.
- (f) The Purchaser acknowledges that the exterior façade of each townhouse block may change based on the mix of dwelling units sold within such townhouse block at the Vendor's sole discretion.
- (g) The Purchaser acknowledges that the distances and views from the proposed Real Property shown on any site plan, artist's renderings or scale model are approximate only and/or may be modified during construction.
- (h) The Purchaser acknowledges that until Closing the Real Property will be a workplace and construction site and as such is governed by laws and regulations of same. The Purchaser therefore agrees not to enter the Real Property without the prior written consent of the Vendor which consent shall be given in the Vendor's sole and unfettered discretion, and unless accompanied and supervised by a representative of the Vendor, during which the Purchaser agrees to follow all safety practices prescribed by the Vendor and law during all such authorized visits to the construction site.

FEATURES AND FINISHES

- (i) If the stage of completion of the Dwelling permits, the Purchaser will be requested by the Vendor to select certain colours and materials from the Vendor's samples. Any Customizations shall also be chosen by the Purchaser at this time, in accordance with the attached Schedule "J" (**Customizations Order**). Upgraded materials may require that additional deposit monies be paid. If any selection of the Purchaser is not reasonably available during construction so that the Vendor by seeking to obtain it would be delayed in the construction of the Dwelling or other dwellings, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples. If the Purchaser has not made or approved selections within ten (10) days of written request by the Vendor in the case of original selections, or if any required cheques for deposits on upgrades are returned NSF, then following seven (7) days' written notice that the Purchaser must make an alternate selection or provide replacement cheques in certified form, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections and such selections by the Vendor shall be binding on the Purchaser and the Vendor shall have absolutely no obligation to install the upgrades.
- (j) The Purchaser acknowledges that wood grain, marble finishes, concrete, laminate, dry wall, trim, paint and other materials may vary in texture, finish appearance and consistency due to the natural composition of these products and therefore agrees to accept all inherent cosmetic or other variations in such natural products and/or manufacturer's laminate maintenance requirements/guidelines.
- (k) The Purchaser acknowledges and agrees that all materials, especially flooring, may be subject to fading after use or exposure to sunlight and such fading will not be covered by the Warranty. The Purchaser further acknowledges that light coloured carpeting may be subject to discolouring at walls and sub-floor joints due to the filtering process that occurs with forced air heating, generally caused by pollutants and candles and both exterior and interior air quality and is not covered by the Warranty.
- (l) The Purchaser acknowledges that any hardwood and laminate flooring installed in the Dwelling is made of materials which can be subject to shrinkage and board separation, and expansion due to changes in humidity for which the Purchaser agrees is not the responsibility of the Vendor and agrees to fully indemnify the Vendor in respect of such issues. The Purchaser further acknowledges and accepts all transition strips used by the Vendor in its sole and unfettered discretion to bridge different flooring materials due to their inherent thicknesses (i.e. tile, hardwood, carpeting).
- (m) The Purchaser acknowledges that all requests for upgrades, extras and minor alterations, including without limitation all Customizations, shall be subject to construction scheduling, availability of materials (including whether orders have already been placed) and the Vendor's pricing and acceptance of same and therefore the Purchaser agrees that the Vendor shall be under no obligation to consider any such requests following the acceptance of this Purchase Agreement. If accepted by the Vendor, Customizations shall be paid for in advance (minus any deposits) and such payment shall not be refunded if this transaction is not completed by reason of the Purchaser's default. If this Purchase Agreement is terminated in circumstances in which the Deposits are to be returned to the Purchaser, any amount paid for extras and/or upgrades shall also be returned. If any change is omitted, the Purchaser shall be credited with the amount which the Purchaser was charged for such change and this credit shall be the limit of the Vendor's liability with respect to such omission.
- (n) The Purchaser acknowledges and agrees that:
 - (i) all dimensions specified in this Purchase Agreement and the plans and specifications for the Real Property are approximate and that ceilings and walls of the Dwelling, including heights, may be modified to accommodate mechanical systems;
 - (ii) all dimensions (whether forming part of this Purchase Agreement or represented otherwise) are measured consistent with the requirements of Tarion and accordingly may differ from measurements made from interior walls and as such the Purchaser agrees to accept the Dwelling as constructed without any abatement in the Purchase Price;
 - (iii) the location of any furnace, hot water heater or other related mechanical systems, support beams and posts are approximate and may require relocation;
 - (iv) grading and siting conditions may necessitate railings, window wells, steps into concrete patio, steps, lowering of floors and/or garage or relocation of doors and support columns; and
 - (v) differences of 0.6 metres or more may exist between the finished elevation of the ground floor and the finished elevation of the garage floor of the Dwelling necessitating the installation of stairs within the garage or dropped landings for direct access into the Dwelling, which stairs shall occupy a portion of the parking space provided within the garage.
- (o) The Purchaser is advised and agrees that exterior elevation, appearances and finishings will be similar to pictures or renderings but may not necessarily be identical.
- (p) The Purchaser acknowledges that the direction of door swings shall be determined in the Vendor's sole and unfettered discretion, and may differ from those indicated on the attached plans and drawings, which swings the Purchaser agrees to accept.
- (q) The Purchaser acknowledges that the Vendor may substitute such other materials in the construction of the Dwelling from time to time from those specified or contemplated in the aforesaid plans and specifications, provided that any substituted materials are equal to or better than the materials originally indicated in the said plans or specifications.
- (r) The Purchaser acknowledges and agrees that the hot water tank, heating/cooling devices providing climate control, boiler and expansion tank are not included in the Purchase Price and shall remain chattel property. The Purchaser agrees to execute a rental contract for the heating/cooling devices, hot water heater and tank, HRV, as required by the lessor(s) prior to Closing, and agrees to take all necessary steps to assume immediately on Closing the charges for hydro, water, and other services, and the Vendor may recover any payments therefore from the Purchaser.
- (s) All items listed as "low or zero voc" cannot be guaranteed though the use of these items are specified for use by trades. Sean Mason Homes (Essa Road) Inc. builds in a method that we believe is a more environmentally friendly manner to promote a healthier and energy efficient lifestyle, however this is not a substitute for an individual's lifestyle choices, nor do we claim any future healthy benefits from our products nor construction methods. Energy, water, and gas costs savings and projected efficiencies are for typical use and may vary from actual results, taking different lifestyles into account.

OCCUPANCY

- 7. In the event that the Occupancy Date is not the date of Closing, the Purchaser shall take Occupancy of the Dwelling on the Occupancy Date for an Occupancy Fee paid monthly in advance to the Vendor, determined as set forth in Schedule C to the

Addendum. The Occupancy Fee is a fee for the use of the Dwelling and shall not be credited as payments toward the Purchase Price.

8. On the Occupancy Date, the Purchaser shall deliver to the Vendor:
 - (a) a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office in which the Real Property is located;
 - (b) a series of six (6) postdated cheques (or such greater number as the Vendor may require), each in the amount of the said monthly Occupancy Fee, for the next Six (6) months (or more) immediately following the Stub Period (as hereinafter defined), together with a certified cheque for the Occupancy Fee with respect to the period between the Occupancy Date and the last day of the month following the month in which the Occupancy Date occurs (the "**Stub Period**"), as well as an irrevocable direction to the Vendor indicating and confirming the manner in which the Purchaser wishes to take title to the Real Property, accompanied by the date of birth and social insurance number of each person approved by the Vendor to take title to the Real Property;
 - (c) evidence of fire insurance for the Dwelling for the full replacement value thereof and insurance for the Purchaser's contents and third party liabilities, which policies shall include the Vendor as loss payee as its interest occurs; and
 - (d) information, evidence and/or documents of the Purchaser's financial ability to complete this transaction, acceptable to the Vendor at the Vendor's discretion, all in accordance with the requirements set out in Section 3 herein.
9. The Purchaser acknowledges and agrees that the Purchaser's Occupancy shall be governed by the Terms of Occupancy Licence attached as Schedule "C" to the Addendum and the following additional terms and conditions:
 - (a) The Purchaser shall have no right to assign the occupancy rights granted or sublet same without the Vendor's written consent, which may be unreasonably withheld. The Purchaser acknowledges that administrative and legal fees will be payable to the Vendor in the event it consents to any assignment, each time the Purchaser wishes to assign the occupancy rights or sublet same;
 - (b) The Purchaser shall be responsible for all damages to the Dwelling or Property caused by the Purchaser or the Purchaser's agents, servants, workmen, invitees or licensees. The Purchaser shall reimburse the Vendor for the cost of repairs in respect of any such damage, and shall indemnify and save the Vendor harmless from and against all costs, damages and liabilities suffered or incurred by the Vendor in having to restore the Dwelling or Property to the condition existing before the possession of the Dwelling was granted to the Purchaser;
 - (c) In the event of damage to the Dwelling by fire, lightning, tempest or any insurable peril during the period of occupancy, it is understood and agreed by the parties hereto, that if the Dwelling can be repaired within one hundred and twenty (120) days, (as determined by the Vendor in its sole and unfettered discretion), then it shall be repaired by the Vendor, and the monthly occupancy fees shall abate during the making of such repairs;
 - (d) If such damage cannot be repaired within one hundred and twenty (120) days from the date of such damage (as determined by the Vendor in its sole and unfettered discretion), then at the Vendor's option, the Purchaser's occupancy of the Dwelling shall be terminated, and the Purchaser shall forthwith deliver up vacant possession of the Dwelling to the Vendor, and all monies paid by the Purchaser on account of the Purchase Price shall be returned to the Purchaser with such interest as may be prescribed under the Act, and the Vendor shall not be liable for any costs or damages incurred by the Purchaser thereby;
 - (e) The Purchaser's right to occupy the Real Property shall be terminated by the Vendor if the Purchaser is in default under this Purchase Agreement or the Terms of Occupancy Licence, or if this Purchase Agreement has been terminated. If the Terms of Occupancy Licence or this Purchase Agreement is terminated, the Purchaser shall vacate the Real Property immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Real Property and/or in restoring or repairing the Real Property;
 - (f) The Vendor shall have the right to enter the Dwelling at all reasonable times for the purpose of conducting inspections thereof, for facilitating the registration of the CEC, and for correcting and completing any outstanding work therein;
 - (g) The Vendor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Dwelling or Real Property or damage to property of the Purchaser or of others located on the Dwelling or Real Property, nor shall it be responsible for loss of or damage to any property of the Purchaser or others from any cause whatsoever, even if any such death, injury, loss or damage results from the negligence of the Vendor, its agents, servants or employees, or other persons from whom it may at law be responsible. Without limiting the generality of the foregoing, the Vendor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow, ice or leaks from any part of the Dwelling or Real Property or from the pipes, appliances, plumbing, works, roof or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. All property of the Purchaser kept or stored on the Dwelling or Real Property shall be kept or stored at the risk of the Purchaser only and the Purchaser shall indemnify the Vendor and save it harmless from and against any claim arising out of any damages to the same, including without limitation, any subrogation claims by the Purchaser's insurers.

COMPLETION

10. For the purpose of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling may reasonably be occupied, notwithstanding that there may remain interior and exterior work to be completed on the Real Property including painting, driveway paving, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work. The requirement that the Vendor deliver evidence to the Purchaser that the Dwelling is ready for occupancy prior to Closing is further described at section 10 of the Addendum.
11. The Purchaser acknowledges and agrees that if an Occupancy Permit is not required under the *Ontario Building Code*, a signed written confirmation by the Vendor that all conditions of Occupancy under the *Ontario Building Code* have been fulfilled and Occupancy is permitted under the *Ontario Building Code* shall constitute complete evidence that the Real Property may be, subject to the terms of the Addendum, lawfully occupied.

TARION WARRANTY CORPORATION

12. Tarion's Certificate of Completion and Possession ("**CCP**") when executed by the Vendor, together with the warranty itself under the Act (the "**Warranty**"), shall constitute the Vendor's only undertaking to remedy defects or deficiencies in, or complete, the Real Property. Such work will be performed as soon as is reasonably practicable, subject to Unavoidable Delay.

The parties hereto agree that the Purchaser or the Purchaser's designate (being a person designated by the Purchaser in writing as having authority to complete the Pre-Delivery Inspection and sign Tarion's Pre-Delivery Inspection Form ("**PDI Form**") and the

CCP, in a form acceptable to the Vendor) shall meet with the Vendor's representative at the date and time designated by the Vendor within 7 days prior to the Closing, in order to conduct a pre-delivery inspection of the Dwelling (hereinafter referred to as the "**Pre-Delivery Inspection**"), and to list all incomplete, deficient or missing items with respect to the Dwelling on the PDI Form and to complete and sign the PDI Form and the CCP, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of, the Act.

It is further understood and agreed that the most current version of Tarion's Homeowner Information Package ("**HIP**") shall be delivered to the Purchaser by the Vendor no later than the date of the Pre-Delivery Inspection, and that the HIP is also available for the Purchaser's review or possession at any prior time, directly from Tarion. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor Tarion's Confirmation of Receipt form acknowledging the Purchaser's receipt of the HIP forthwith upon the receipt of same.

The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead, in accordance with the provisions of Section 32 herein, in order to execute the deposit receipt issued pursuant to the Act and to execute the CCP, in those circumstances where the Purchaser is unwilling or unable to execute same, and Tarion will not release any security which has been posted by the Vendor without the receipt of same.

TITLE

13.

- (a) Title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights required by the Vendor, Developer, Approving Authority or other affecting authorities including utilities, all of which the Purchaser shall accept provided there is no default under any of these and provided that the Purchaser's use of the Real Property for residential purposes is permitted. Subject to the requirements of the Addendum, the Purchaser shall satisfy himself as to compliance with such matters and that any releases specifically contemplated in such agreements may be obtained by the Vendor subsequent to Closing. Title may also be subject to easements for access, maintenance or encroachments required for adjoining properties and to the encroachments permitted thereby, and the Purchaser agrees to accept and adhere to the terms and conditions as set out therein and shall satisfy himself as to compliance therewith and for which the Purchaser shall not require the Vendor on Closing or thereafter to obtain compliances, releases or discharges. If any of the foregoing easements, restrictions or rights are required to be created after Closing, the Purchaser covenants to execute any documents that may be required in order to create such easements, restrictions or rights. The rights of re-entry referred to in Section 18 shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser. The Purchaser further covenants to exact a similar covenant from any transferee of the Real Property in the same form and to include any rights of entry in the transfer delivered to the Purchaser, in any conveyance of the Real Property by the Purchaser until such time as the subdivision is formally accepted by the Approving Authority, or if such rights of entry expire.
- (b) Municipal subdivision and site plan agreements regulate development. The Purchaser acknowledges that he has been advised to inquire with the Approving Authority or Vendor as to whether the applicable subdivision or site plan agreement contains special warnings, construction or servicing requirements, easements, fences or berms or other matters affecting the Land or the Dwelling.
- (c) The Purchaser acknowledges reviewing the proposed grading control plan as approved by the Approving Authority. The Purchaser further acknowledges that he has been advised to inquire directly with those governmental departments dealing with planning, development and zoning so as to satisfy himself as to current zoning and development proposals and concepts of the Land and near-by and adjacent lands. The Purchaser further acknowledges being advised that separate and public school sites are not guaranteed and pupils may be accommodated in temporary facilities or be directed to schools outside the area. In addition, attendance at schools yet to be constructed in the area is not guaranteed.
- (d) The Purchaser shall be allowed until fifteen (15) days before Closing to examine the title to the Real Property at his own expense and if, within that time, subject to the provisions of this Purchase Agreement, including this Section 13 and the Permitted Encumbrances in Section 14, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Purchase Agreement shall notwithstanding any intermediate act or negotiations, be at an end and the Deposits shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatsoever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Purchaser will not call for the production of any title deeds, or other evidence of title except those that are in the possession of the Vendor.
- (e) The Vendor shall provide a survey of the Real Property at least twenty (20) days before Closing which shall not include "as built" drawings or physical surveys.
- (f) The Purchaser acknowledges that existing and/or future development agreements between the Developer or the Vendor and the Approving Authority may require the Vendor to provide the Purchaser with certain notices or warnings including notices or warnings regarding the usage of the Real Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, and the status of services and works in the subdivision. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before Closing, the Purchaser shall forthwith execute upon request an acknowledgment or amendment to this Purchase Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the Real Property to the Purchaser unless the Purchaser executes such acknowledgments or amendments as aforesaid. In the event that the Purchaser fails to execute such acknowledgements or amendments forthwith upon being requested to do so, such failure by the Purchaser shall constitute an event of default under this Purchase Agreement and the Vendor shall be entitled, at its sole and unfettered option, to terminate this Purchase Agreement in accordance with the provisions of Section 30 herein. Without derogating from the generality of the foregoing, the Purchaser acknowledges being advised of and having fully read Schedule "H" attached hereto in this regard.
- (g) The Purchaser acknowledges that applications may be made to obtain minor variances or other planning or development approvals in respect of any lands of which the Real Property forms a part or within any adjacent, contiguous lands or other lands being developed by the Vendor or the Developer and the Purchaser hereby agrees that it shall not oppose any such applications. The Purchaser further acknowledges that this agreement may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

PERMITTED ENCUMBRANCES

14. The Purchaser agrees to accept title to the Real Property subject to the following (collectively, the "**Permitted Encumbrances**") and agrees to comply with and abide by all of the terms and provisions thereof, and shall not require any releases of same or discharges with respect thereto, or, subject to the requirements of the Addendum, evidence (written or otherwise) that same have been complied with or are in good standing, namely:

- (a) any registered or unregistered subdivision, financial, security, housekeeping, development, site plan, or servicing agreements, or any other agreements with any Approving Authority or other authority having jurisdiction over the Real Property, or any municipal by-laws or regulations affecting the Real Property; any restrictions or warnings on title imposed by any Approving Authority including any restrictions or warnings advising purchasers that despite the inclusion of noise, vibration and air quality control features in this development, noise, vibration and pollution levels including from existing and increasing road traffic and from the proximity of the Land to any neighbouring arterial roadways or such other facilities which may continue to be of concern, occasionally interfering with some activities of the Dwelling occupants as the noise, vibration and/or pollution levels may exceed any Approving Authority's criteria or otherwise affect the use and enjoyment of the Real Property;
- (b) any easements, rights-of-way, encroachment agreements, conditions or covenants that run with the Land, licenses or agreements whatsoever, including such as are necessary or required for the installation and maintenance of public or any other utilities, including telephone, hydro, gas, sewer, water, cable television and internet facilities and for such other services as may otherwise be required by the Vendor to serve the Dwelling or to or for the benefit of the Land or lands adjoining or in the vicinity of the Land or which may be required by the Developer, the Vendor, the owner of the Land or any owners of adjoining lands or lands in the vicinity of the Land for servicing or access to, or entry from, such properties (including all easements, rights of way or agreements for access, service, support, swing crane rights, amenities, cost-sharing and the like, for or with adjacent or neighbouring property owners);
- (c) any agreements with any Approving Authority, which may be necessary for the maintenance, repair or servicing of any easements affecting the Land;
- (d) any rights, licences or easements which now or may hereafter be required for vehicular or pedestrian ingress and egress with respect to the Land;
- (e) the Official Plan and zoning by-laws of the Approving Authority;
- (f) any encroachment agreements with respect to the Dwelling or dwellings on adjoining properties; and
- (g) the Purchaser undertakes and agrees to: (i) comply with all Permitted Encumbrances, including all regulations, covenants and restrictions contained in any subdivision, site plan or other development agreements pertaining to the Real Property; and (ii) execute any agreement or agreements, prior to or after the Closing, upon request, necessary (1) for the operation, development, maintenance, repair or servicing of the Land; (2) to grant a right, licence or easement over any part of the Land for any of the aforementioned purposes set out in this section and; (3) to consent to any of the matters referred to in this section and to execute any documents required in connection therewith, including a covenant or agreement in favour of any third party designated by the Vendor, to comply with or be bound by any of the matters referred to therein.

Except as provided for in the Addendum, the Purchaser shall satisfy himself as to compliance with, and shall abide by and comply with the provisions of, any and all Permitted Encumbrances listed in this section and shall not require any releases of same or discharges with respect thereto.

Whether before or after the Closing, the Purchaser agrees to assume, accept, permit, grant or consent to any rights of easements, licences or rights of way which may be required for hydro, gas, water, sanitary and storm sewers, fuel, telephone, cable television, municipal or other services and utilities for the Land or other lands in the vicinity of the Land, provided that same do not materially and adversely affect the Purchaser's use of the Dwelling and the Purchaser agrees to execute all documents and do all things required for such purposes. If it shall be deemed necessary or expedient in the opinion of the Vendor after any transfer of the Real Property by the Vendor to the Purchaser, the Purchaser shall execute all documents (without payment by the Vendor) which may be required to convey or confirm such easements, licences or rights of way and the Purchaser agrees to obtain a similar covenant in favour of the Vendor from any mortgagee, subsequent purchaser or transferee of the Real Property, forthwith upon the written request of the Vendor.

PRIOR MORTGAGES

- 15. The Purchaser agrees to accept title to the Real Property subject to one or more blanket mortgages registered against the Real Property and the Vendor's only obligation on Closing in regard thereto shall be to deliver to the Purchaser:
 - (a) the Vendor's Solicitor's written undertaking to obtain and register partial discharges of the blanket mortgages from title to the Real Property within a reasonable time after Closing;
 - (b) a mortgage discharge statement from the blanket mortgagee; and
 - (c) a direction to pay the amount to such blanket mortgagee in accordance with the discharge statement.

RISK

- 16. The Dwelling shall remain at the Vendor's risk until Closing. If the Dwelling is damaged prior to Closing, the Vendor shall repair the damage, finish the Dwelling and complete the sale within a reasonable time after such damage and on a date designated in writing by the Vendor acting reasonably, subject only to any Unavoidable Delay as defined in section 13 of the Addendum.

TRANSFER

- 17. The transfer shall be prepared by the Vendor's Solicitors at the Vendor's expense and shall be registered forthwith on Closing by the Purchaser's Solicitors at the Purchaser's expense. The Purchaser agrees to advise the Vendor's Solicitors, at least fifteen (15) days prior to Closing, as to how the Purchaser will take title to the Real Property and of the birth dates of any parties taking title to the Real Property and in the event that the Purchaser fails to so notify the Vendor's Solicitors at least fifteen (15) days prior to Closing, then the Vendor or the Vendor's Solicitors shall be entitled and are hereby directed to prepare the Transfer/Deed of Land to the Real Property in the name of the Purchaser noted in the beginning of this Purchase Agreement and the Purchaser agrees to accept the conveyance in such manner, and will be bound thereby and shall be estopped from requiring any changes to the Transfer/Deed of Land so prepared.

Title may be conveyed directly from the Developer to the Purchaser. If it is, and if the Vendor so requests, the Purchaser shall execute an acknowledgment on Closing that the Developer is not the builder and has no liability to the Purchaser as such.

AFTER CLOSING

- 18. The Warranty shall constitute the Vendor's only warranty, express or implied, in respect of any aspect of construction of the Dwelling or with respect to the Land and further shall be the full extent of the Vendor's liability for defects in materials or workmanship or damage, loss or injury of any sort. The Vendor and the Purchaser agree that all disputes, if any, respecting any aspect of construction of the Dwelling shall be limited solely to the dispute resolution mechanisms available under the Act, which resolution thereunder shall be binding and conclusive on all parties. THE PURCHASER IS URGED TO REVIEW THE

WARRANTY, PARTICULARLY ITS EXCLUSIONS, and to be aware that the Vendor is not liable for loss or damage to any landscaping, furnishing or improvement by the Purchaser or consequential damages suffered by the Purchaser, caused either by any defect for which the Vendor is responsible or by the remedying of such defect. The Purchaser acknowledges being advised that the Warranty offered by the Vendor may be affected, even nullified, if persons unauthorized by the Vendor provide services and/or materials to warranted items.

The Purchaser shall not alter the grading or drainage pattern of the Land in any way and shall not construct any fences, pools, patios, sheds or similar structures or install any landscaping (including trees and plants) prior to final grading approval without the Vendor's prior written consent, which consent will be given in the Vendor's sole and unfettered discretion. Some settlement of the Land is to be expected and the Purchaser acknowledges that he will be responsible for the repair of minor settlement. The Purchaser shall also care for sod, shrubs and other landscaping provided by the remedying of such defect.

The Purchaser acknowledges and agrees that:

- (a) the Vendor shall not be liable for any damaged or diseased trees on the Land however caused. The Purchaser assumes full responsibility for the care, removal and replacement of such trees, provided that no trees may be removed from the Land except in accordance with the provisions of the municipal subdivision or other agreement affecting the Real Property;
- (b) the Vendor will only rectify any major settlement of the Land on one occasion, except in the case of an emergency. The Purchaser acknowledges that such work will be completed when it is seasonably feasible and according to the Vendor's work programme and availability of materials and tradesmen's services, and subject to Unavoidable Delay. The Vendor is not responsible for any damage to the Dwelling which the Vendor in its sole and unfettered opinion, considers of a minor nature by reason of such settlement or the rectification of such settlement;
- (c) final lot grading and sodding may not be completed until the year following the year of occupancy, and the Purchaser agrees that the timing for the completion of same shall be at the Vendor's sole and unfettered discretion, subject to Taron Builder Bulletin 42R;
- (d) the Developer has agreed to provide and pay for paved roads, curbs, street lighting, sanitary and storm sewers and such other private or public services along the public highway as required by the Approving Authority or the municipal subdivision agreements, and the Purchaser acknowledges that such services are the responsibility of the Developer and not the Vendor;
- (e) a sidewalk, if any, will be installed by the Developer in accordance with the appropriate municipal subdivision agreement or other agreement affecting the Real Property, and not the Vendor;
- (f) the Condominium Corporation shall be responsible for all snow clearing save and except that the Purchaser shall be responsible for snow clearing their driveway and any sidewalk or path directly adjacent to their Dwelling ; and
- (g) The Vendor reserves the right of re-entry on the Land for itself, the Developer and the Approving Authority for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required under the terms of the subdivision agreement registered against title to the Land. The Vendor may re-enter the Land to remedy any default by the Purchaser which shall be at the Purchaser's expense. The Vendor may also re-enter the Land to complete any outstanding work. The Purchaser acknowledges and agrees that while any immediately adjacent or lands in proximity to the Real Property are building lots and that dwellings have not yet been completely constructed thereon or where warranties offered by the Vendor on such constructed dwellings remain in effect, the Land will be subject to a right of entry, by the Developer, the Vendor and the Approving Authority and their agents along with any necessary equipment and machinery to enter onto the Land and to pass and repass thereover at all reasonable times for the purposes of constructing and repairing dwellings, grading and sodding of such neighbouring lands and properties adjacent or near the Real Property. In this regard, the Vendor shall indemnify the Purchaser for any damage to the Land directly resulting from such rights of re-entry by the Vendor and any of its agents. The Purchaser acknowledges and agrees that this right of re-entry will survive Closing, notwithstanding any other provision in this Purchase Agreement.

NON-ASSIGNABLE

- 19. This Purchase Agreement is personal to the Purchaser. The Purchaser covenants and agrees not to either directly or indirectly list for sale, offer to sell, advertise to sell, sell, transfer, assign, offer for lease, lease, direct title on Closing to any third party (including any spouse or family member), mortgage, encumber or otherwise part with his interest in this Purchase Agreement or the Real Property (collectively and individually hereinafter referred to as a "**Transfer**"), nor permit any third party to list or advertise the Real Property for sale at any time until after Closing, the prior written consent of the Vendor, which consent may be withheld by the Vendor in its sole and unfettered discretion. Any Transfer in contravention of this provision shall be null and void. The Purchaser acknowledges that once a breach of this covenant occurs, it is incapable of rectification and, accordingly, the Purchaser acknowledges, understands and agrees that in the event of such breach, such breach will constitute an event of default by the Purchaser under this Purchase Agreement and the Vendor shall have the unilateral right and option of terminating this Purchase Agreement effective upon delivery of notice of termination to the Purchaser or the Purchaser's Solicitors whereupon the provisions of Section 30 of this Purchase Agreement shall apply.

TENDER

- 20. The Purchaser hereby waives personal tender and agrees that failing any other mutually acceptable arrangements between the Vendor and the Purchaser, and subject to the provisions of Section 31(f) herein, 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 Solicitors have:
 - (a) delivered all closing documents and/or funds to the Purchaser's Solicitors in accordance with the provisions of the Escrow Agreement, whether or not such Escrow Agreement is entered into by the Purchaser's Solicitors;
 - (b) advised the Purchaser's Solicitors, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Purchase Agreement; and
 - (c) when the Vendor's Solicitors have completed all steps required by the electronic registration system ("**TERS**") in order to complete this transaction that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's Solicitors, and specifically when the "completeness signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's Solicitors;

without the necessity of personally attending upon the Purchaser or Purchaser's Solicitors and without any requirement to have an independent witness evidencing the foregoing, and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the transaction.

Notwithstanding the foregoing, if the Purchaser or the Purchaser's Solicitors, including without limitation any representative or

employee of the Purchaser or the Purchaser's Solicitors, indicates or expresses to the Vendor or the Vendor's Solicitors, on or before Closing, that the Purchaser is unable or unwilling to complete the purchase, the Vendor shall be relieved of any obligation to make formal tender upon the Purchaser or the Purchaser's Solicitors and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Purchase Agreement, at law and in equity.

The parties agree that payment of the Purchase Price must be made or tendered by bank draft or certified cheque drawn on by one of Canada's Schedule I chartered banks. Mortgages not being assumed by the Purchaser need not be paid or discharged by the Vendor, only arrangements made to do so in accordance with Section 15 in the event that the Purchaser completes the transaction.

EXTENSION

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

WHOLE AGREEMENT

22. The parties acknowledge that there are no representations, warranties, collateral agreements or conditions affecting the Purchase Agreement or the Real Property except as contained in this Purchase Agreement for which the Vendor can be held responsible or liable for in any way, whether contained, portrayed, illustrated or represented by, or in, any plan, drawing, brochure, artist's renderings, display, model or any other sales or marketing materials, including any statements or representations made by real estate agents or employees of the Vendor, and this Purchase Agreement supersedes all prior negotiations between the Vendor and the Purchaser, whether written or verbal, with respect to the subject matter of this Purchase Agreement. The Purchaser acknowledges that the Vendor's model homes, in which specifications may vary from one geographical location to another, may contain upgrades and extras that are not included in the Purchase Price of this Real Property and the Purchaser further acknowledges that he has read Schedule "D" attached hereto and acknowledges and agrees that the Dwelling shall be constructed in accordance with those listed standard features and finishes. This Purchase Agreement may not be amended other than in writing and executed by the Purchaser and the Vendor or by their respective solicitors who are hereby expressly authorized in that regard.

NON-MERGER

23. Except as expressly provided in this Purchase Agreement, the Purchaser's obligations and covenants contained in this Purchase Agreement shall not merge on the conveyance of the Real Property but shall continue to be and remain in full force and effect and binding upon the Purchaser, his heirs, executors, administrators, legal representatives, successors and assigns notwithstanding such conveyance and/or payment of purchase monies.

INTERPRETATION

24. This Purchase Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for the convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Purchase Agreement.

RESIDENCY

25. The Vendor represents that it is not a non-resident for the purposes of section 116 of the *Income Tax Act* (Canada), and that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act* (Ontario).

HARMONIZED SALES TAX

26. Notwithstanding anything to the contrary contained in this Purchase Agreement, the Purchaser agrees as follows:
 - (a) In this Purchase Agreement, the following words and phrases shall have the following meanings:
 - (i) "**HST**" means the harmonized sales tax payable pursuant to the HST Legislation and as of the date of execution of the Purchase Agreement is the rate of 13%;
 - (ii) "**HST Legislation**" means the Excise Tax Act (Canada) and the statutes and regulations that are enacted and passed in order to implement the HST;
 - (iii) "**HST Rebate**" means the new housing rebates, refunds, credits or the like that are permitted pursuant to the HST Legislation; and
 - (iv) "**Net HST**" means the difference between the HST included in the Purchase Price and the HST Rebates.
 - (b) It is understood and agreed that the Purchase Price set forth in this Purchase Agreement includes Net HST and that the actual consideration for the Property, exclusive of requested changes or adjustments as herein provided, is the amount derived by subtracting Net HST payable with respect to the within transaction from the Purchase Price (the "**Consideration**"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration of the conveyance of the Real Property that the Vendor delivers to the Purchaser on Closing. The amount of the Consideration of the conveyance shall be determined in accordance with the provisions of and rules prescribed by the *Land Transfer Tax Act R.S.O. 1990*. Subject to the foregoing provision and any other applicable subsections of this paragraph, the Purchaser covenants and agrees to pay the HST, as required by the HST Legislation.
 - (c) The Purchaser acknowledges that the purchase of any extras, changes or upgrades from the Vendor may result in the reduction of the HST Rebate otherwise payable to the Vendor. In such event, the Vendor shall, on Closing, receive a credit on the statement of adjustments for such reduction.
 - (d) The Purchaser covenants, warrants, and represents that the Purchaser is an individual and that the Purchaser or one of his or her relations (as defined in the HST Legislation) shall personally occupy the Dwelling as his, her or their primary place of residence (as defined in the HST Legislation) within fourteen (14) days of Closing Date, for such period of time as shall then be required in order to entitle the Purchaser to the HST Rebate. The Purchaser shall execute all documents, including a sworn declaration attesting to the foregoing (the "**Sworn Declaration**") and do all such things so as to fully co-operate with the Vendor in any manner, which would legally minimize the amount of HST payable. In the event the Purchaser shall, for any reason, fail to qualify for the HST Rebate or fail to provide the Sworn Declaration on the Closing Date, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for such Rebate and Vendor shall have a charge upon the Property for such amount, such charge being enforceable in the same manner as a mortgage in default; in the event that such failure to qualify is known on or before Closing, the Vendor shall be credited in the Statement of Adjustments with the amount of such Rebate on Closing.

- (e) In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights the Purchaser may have to the HST Rebate available with respect to the within transaction of purchase and sale pursuant to the HST Legislation respectively. Such rebate may be reasonably estimated by the Vendor if necessary. The Purchaser shall, both before and after Closing, on demand of the Vendor, execute and deliver to the Vendor any assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor to apply for and receive such rebate. In addition, the Purchaser shall execute all documents and do all such things so as to fully co-operate with the Vendor in any manner which would legally minimize the amount of HST payable by the Vendor.
- (f) In the event that, for any reason, the Purchaser shall fail to qualify for the HST Rebate, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified.
- (g) Despite the above, the Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on Closing, such credit shall be reflected as a reduction in the Consideration so as to minimize the amount of HST payable.
- (h) Notwithstanding that the Purchase Price stipulated in this Purchase Agreement is inclusive of HST, the Purchaser shall at the Purchaser's own cost and expense, be responsible for payment of HST on all closing adjustments, amounts payable for extras, amounts payable for any other item in this Purchase Agreement and any increase in the rate of HST after the date herein. The Vendor shall, however, be entitled to include in the calculation of the HST Rebate all HST payable, including those for extras and closing adjustments.
- (i) Notwithstanding anything contained in this Purchase Agreement to the contrary, the Vendor, in its sole and unfettered discretion, may require that the Purchaser apply directly for the HST Rebate after Closing and in such event the Purchaser shall pay to the Vendor by certified cheque or bank draft on Closing the amount of the HST Rebate in addition to the amount otherwise payable and the HST Rebate shall not be assigned by the Purchaser to the Vendor on Closing.
- (j) At the option of the Vendor, the Vendor shall be solely responsible for the payment of Net HST to the appropriate governmental authority.
- (k) The provisions of this paragraph supersede any provisions with respect to HST to the contrary contained in this Purchase Agreement.

NO REGISTRATION

27. The Purchaser acknowledges that this Purchase Agreement does not create an interest in the Real Property and that until a Transfer/ Deed of Land is registered in favour of the Purchaser, he shall have no interest in the Real Property. The Purchaser further covenants and agrees that he will not register or cause or permit this Purchase Agreement to be registered on title to the Land and that no reference to it, or notice of it or any caution or any certificate of pending litigation, Purchaser's lien or any other notice or document of any type shall be registered on title whether or not the Vendor is in default hereunder. In the event that the Purchaser creates any encumbrance or makes any registration or causes or permits any encumbrance or registration to be made on title to the Land on or before Closing, any such action will constitute an event of default under this Purchase Agreement and the provisions of Section 30 shall apply.

Should the Purchaser be in default of his obligations under this section, the Vendor may, in accordance with the provisions of Section 32 herein, as agent and attorney of the Purchaser, cause removal of any such registration from the title to the Land or the Dwelling. In addition, should the Purchaser be in default of his obligations under this section, the Vendor, at its option, shall have the right to declare this Purchase Agreement at an end, subject to the provisions of Section 30 herein. The Purchaser hereby irrevocably consents to a court order removing any notice of this Purchase Agreement, any caution, any certificate of pending litigation, any Purchaser's lien or any other notice or document of any sort whatsoever from title to the Land or the Dwelling and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining and registering such order (including the Vendor's Solicitors' fees and disbursements on a full indemnity basis).

SUCCESSION

28. This Purchase Agreement shall be binding upon heirs, executors, administrators, legal representatives, successors and permitted assigns of each party.

NOTICE

- 29.
- (a) General: Any notice required to be given pursuant to this Purchase Agreement shall be in accordance with section 15 of the Addendum.
 - (b) Closing Documents: The Purchaser acknowledges and agrees that documentation pertaining to the Closing may be delivered to the Purchaser or Purchaser's Solicitors by way of making such documents available for download and/or viewing on an internet website designated by the Vendor or the Vendor's Solicitors. Should such documentation be delivered via website, the Purchaser or the Purchaser's Solicitors shall be deemed to have received such documentation on the next Business Day after notice that such documents were published on the website was received by the Purchaser or the Purchaser's Solicitors. The Purchaser and/or the Purchaser's Solicitors shall be provided with a password to be used to download and/or view such documents. The Purchaser acknowledges and agrees that the Vendor is not required to deliver "hard" or "paper" copies of any executed documents to the Purchaser or the Purchaser's Solicitors.

DEFAULT

- 30.
- (a) In the event the Purchaser defaults in any of its obligations under this Purchase Agreement, including, *inter alia*, meeting its obligations under Section 2 of the Purchase Agreement dealing with payment of Deposits, the Vendor reserves the right to accelerate the payment of all Deposits by delivering written notice, in accordance with Section 29 of the Purchase Agreement, upon the Purchaser to pay the balance of the Deposits, which shall be paid within two (2) business days of the Vendor's demand thereof, failing which the Vendor reserves all remedies set forth in Sections 30(b) and (c).
 - (b) The Purchaser shall be deemed to be in default under this Purchase Agreement, (i) if the Purchaser fails to observe or fulfil any of the provisions of this Purchase Agreement, (ii) if any lien, execution, certificate of pending litigation, notice or other encumbrance arising from any action or default whatsoever of the Purchaser is registered against the title to either the Land or the Dwelling or both, or affects the Land or the Dwelling, or (iii) any cheque delivered by the Purchaser to the Vendor or the Vendor's Solicitors is not honoured and the Purchaser does not supply the Vendor or the Vendor's Solicitors with a sum (either in cash or by certified cheque) equal to the amount of such dishonoured cheque, plus the administrative fee of One Hundred Fifty Dollars (\$150.00) plus HST within seven (7) Days of the Vendor's request for a replacement cheque. The Vendor shall be entitled (but not required) to satisfy any such lien, execution or

encumbrance and the Vendor, in accordance with the provisions of this Section 30(a), is hereby irrevocably appointed lawful attorney for the Purchaser with the power to execute any document or consent that may be necessary to remove any title encumbrance or registration as provided in subclause (ii) of this Section 30(a). If the Vendor is required to pay any monies to remove any such title encumbrance or registration from the title register, the Purchaser on a demand basis shall reimburse the Vendor for all monies paid or for security given and costs (including legal fees and disbursements on a full indemnity basis). Except as otherwise expressed in this Purchase Agreement to the contrary, all amounts which shall be owing pursuant to this Purchase Agreement and not paid when due, shall bear interest, both before and after demand, judgment and default, at the Prime Rate, plus 5%, per annum both calculated, compounded and payable monthly.

- (c) If the Purchaser is in default under this Purchase Agreement either before or after Closing and fails to remedy such default within two (2) Business Days of his being so advised in writing by the Vendor or the Vendor's Solicitors to do so, (other than the Purchaser's failure to complete the transactions contemplated by this Purchase Agreement on Closing, in which event no written advice shall be required to be delivered to the Purchaser and no remedy period shall be available) notwithstanding any act of the Vendor, the Vendor at its sole option, may declare this Purchase Agreement at an end and the Deposits shall be forfeited to the Vendor without prejudice to any other rights that the Vendor would have against the Purchaser at law or in equity. The Vendor shall not be obliged to return any monies paid by the Purchaser for extras, whether or not installed in the Dwelling or ordered by the Vendor, and same shall be deemed to form part of the Deposits and also be retained by the Vendor. The Vendor reserves all its rights and remedies under this Purchase Agreement and at law and in equity, against the Purchaser and shall be at liberty to re-sell the Real Property without prejudice to the Vendor's right to damages at law or in equity.
- (d) The Vendor may in its sole and unfettered discretion grant a written waiver of any breach of any provision of this Purchase Agreement and the Vendor may also grant the Purchaser a written extension of time in order that the Purchaser may subsequently comply with such provision. No written waiver or extension by the Vendor shall be deemed to condone any future breach and any such waiver shall be without prejudice to the Vendor's rights. The Vendor's failure to notify the Purchaser of a default shall not constitute a waiver of such default.
- (e) Notwithstanding any other provision contained in Purchase Agreement, if Purchase Agreement is terminated through no fault of the Purchaser, the Deposits shall be returned to the Purchaser (excluding uncashed cheques). Except as set forth in the Addendum, in no event shall the Vendor or its agents be liable for any damages or costs whatsoever whether arising as a result of the negligence of the Vendor or those for whom the Vendor is at law responsible or otherwise, and including, without limiting the generality of the foregoing, for any monies paid to the Vendor for extras if installed in the Dwelling or ordered by the Vendor, for any loss of bargain, for any relocating costs, for loss of use of deposit monies or for any professional or other fees paid in relation to this transaction. This Section 30(e) may be pleaded by the Vendor as a complete defence to any such claim.
- (f) Except as set forth in the Addendum, in the event that Purchase Agreement is terminated, the Purchaser shall execute such releases or any other assurances or documents as the Vendor may require to release the Purchaser's interest in the Dwelling and the Land and in the event the Purchaser refuses to execute such releases, assurances or documents the Purchaser, pursuant to Section 32 herein, hereby constitutes and irrevocably appoints the Vendor as his lawful attorney to execute such releases, assurances and documents.
- (g) The Purchaser acknowledges and agrees that notwithstanding any other term or provision contained in Purchase Agreement to the contrary, in the event that one or more material changes are made to the Dwelling to be developed on the Land, then the Purchaser's only remedy shall be his right of rescission of Purchase Agreement, and the return of his Deposits, and the Purchaser shall not have, initiate or maintain any claim or cause of action for damages, costs, liabilities and/or specific performance of Purchase Agreement, in connection with said material change or changes.

ELECTRONIC REGISTRATION

- 31. In the event that TERS is operative in the Land Registry Office, then at the option of the Vendor's Solicitors, in their sole and unfettered discretion, the following provisions in regard to Closing shall prevail, namely:
 - (a) The Purchaser shall be obliged to retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction (the "**Purchaser's Solicitors**"), and shall authorize the Purchaser's Solicitors to enter into an escrow closing agreement with the Vendor's Solicitors on the latter's standard form (the "**Escrow Agreement**"), establishing the procedures and timing for completing this transaction, such Escrow Agreement to be returned to the Vendor's Solicitors, as executed by the Purchaser's Solicitors, at least seven (7) days prior to the Firm Closing Date.
 - (b) The delivery and exchange of documents and monies and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the Transfer/Deed of Land (and other registerable documentation);
 - (ii) shall be governed by the Escrow Agreement, pursuant to which the solicitors receiving the documents and certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Agreement;
 - (iii) may, in the case of documents to be delivered by the Vendor, occur electronically, through the use of one or more Internet websites, pursuant to Section 29(b) herein; and
 - (iv) may at the option of the Vendor, in the case of funds to be delivered by the Purchaser, occur electronically, through any electronic funds transfer system designated by the Vendor or the Vendor's Solicitors, including, without limiting the foregoing, the ClosureTM Service provided by Teranet Inc., and in such case:
 - (A) the Purchaser acknowledges and agrees that the Purchaser or the Purchaser's Solicitors will not in any circumstances be permitted to deposit funds to the Vendor's or the Vendor's Solicitors bank account;
 - (B) the Purchaser and or the Purchaser's Solicitors shall execute such documents as the Vendor or the Vendor's Solicitors may require in connection therewith;
 - (C) the Purchaser shall pay as an adjustment on Closing or to the Vendor's Solicitors as the Vendor may require, any fee incurred by the Vendor or the Vendor's Solicitors in connection therewith, including all applicable bank wire transfer fees and any fees charged by The ClosureTM Service or such other provider;

- (D) the Purchaser's Solicitors shall be registered with such provider and at the request of the Vendor's Solicitors shall provide evidence of such registration to the Vendor's Solicitors at least ten (10) days prior to Closing.
- (c) If the Purchaser's Solicitors are unable to complete this transaction via TERS, in accordance with the provisions of the Escrow Agreement, then the Purchaser's Solicitors (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's Solicitors, at such time on the date scheduled for Closing as may be directed by the Vendor's Solicitors or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's Solicitors' office.
- (d) The Purchaser expressly acknowledges and agrees that he will not be entitled to receive the Transfer/Deed of Land to the Real Property for registration or the keys, until the balance of funds due on Closing, in accordance with the statement of adjustments, and all other amounts required to be paid by the Purchaser hereunder are remitted by bank draft or certified cheque via personal delivery to the Vendor's Solicitors (or in such other manner as the Vendor's Solicitors may direct) prior to the release of the Transfer/Deed of Land for registration.
- (e) The Purchaser agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the Purchaser or the Purchaser's Solicitors by facsimile transmission (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature.
- (f) Notwithstanding anything contained in this Purchase Agreement to the contrary, in the event that Closing is to take place in accordance with the provisions of this Section 31, 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 Solicitors have:
 - (i) delivered all closing documents and/or funds to the Purchaser's Solicitors in accordance with the provisions of the Escrow Agreement;
 - (ii) advised the Purchaser's Solicitors, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of Purchase Agreement; and
 - (iii) completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's Solicitors, and specifically when the "completeness signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's Solicitors;

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

POWER OF ATTORNEY

32.

- (a) The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead in order to execute the deposit receipt issued pursuant to the Act, and the regulations thereunder, as well as the application form for the HST new housing Rebate, or any other rebate forms, documents, forms, approvals or like items as otherwise provided in Purchase Agreement and all documents necessary to fully release all interest of the Purchaser in the Dwelling and the Land and to do such other things as are provided for in Purchase Agreement, all in accordance with the provisions of the *Powers of Attorney Act* (Ontario), as amended, or replaced from time to time and any regulations made thereunder. The Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser and that such appointment and power of attorney, being coupled with an interest, shall be irrevocable and shall not be revoked by any action of the Purchaser;
- (b) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party other than the Vendor appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be in a form acceptable to the Vendor and the Vendor's Solicitors, in their sole and unfettered discretion, registered in the Land Registry Office, and a duplicate registered copy thereof, together with a statutory declaration sworn by the attorney for the Purchaser confirming that said power of attorney is in full force and effect, unamended, and has not been revoked, shall be delivered to the Vendor along with such documents. The Purchaser's Solicitors shall also certify to the Vendor and the Vendor's Solicitors, in a form to be provided by the Vendor's Solicitors, that he has verified by appropriate procedures, the identity of the attorney and that the power of attorney has not been revoked. The Purchaser and/or his attorney shall also execute such other documents and cause the Purchaser's Solicitors and/or such attorney's solicitor to execute such other documents as the Vendor or the Vendor's Solicitors may in their sole and unfettered discretion require and the Vendor shall be entitled to refuse to deal with any such attorney in the event that the Purchaser, his attorney or their respective solicitors do not provide such documents. In addition, any additional requirements of TERS, the Law Society of Upper Canada or of any Approving Authority, in respect of powers of attorney, shall be complied with by the Purchaser, the Purchaser's Solicitors, the attorney and the attorney's solicitors;
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by Purchase Agreement, the Purchaser must provide an address or contact number of such attorney to the Vendor. Thereafter, any notices required or desired to be delivered to the Purchaser in accordance with Section 32(b) herein may be given to such attorney, in lieu of the Purchaser and shall be deemed to have been received by the Purchaser when so delivered to his attorney;
- (d) Each of the individuals comprising the Purchaser, if more than one (hereinafter referred to as the "**Donor**") hereby constitutes and appoints the other (hereinafter referred to as the "**Donee**") to be and act as the Donor's lawful agent and attorney, in order to execute the fully executed copy of Purchase Agreement, and/or for the purposes of receiving notices required or desired to be delivered by the Vendor in accordance with Section 32(b) herein, any amendments to Purchase Agreement and/or any other documents or forms relating to extras, colour and material selections or changes. In accordance with the provisions of the *Powers of Attorney Act* (Ontario) as amended from time to time or replaced, the Donor hereby confirms and agrees that the power of attorney may be exercised by the Donee during any subsequent legal incapacity of the Donor, and shall only be revoked upon the death of the Donor or upon the Donor delivering written notice of such revocation to the Vendor. The Donor hereby confirms that he has or may have multiple powers of attorney and that this power of attorney does not revoke any other power of attorney granted by the Donor in existence as of the date herein and that the Donor may give additional powers of attorney in the future.

GOVERNING LAW

33. This Purchase Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.

JOINT AND SEVERAL LIABILITY

34. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) execute Purchase Agreement as Purchaser, the liability and obligations of each such individual, corporation, partnership or other business association hereunder shall be joint and several. Furthermore, if the Purchaser named herein is a partnership or other business association, the members of which are by virtue of statutory or general law subject to personal liability, the liability of each such member shall be joint and several.

COUNTERPARTS

35. This Purchase Agreement, and any amendment or supplement to Purchase Agreement may be executed and delivered in counterparts, each of which when executed and delivered in any number of counterparts is an original but all of which taken together constitute one and the same agreement.

NOTICES AND WARNINGS

36. The Purchaser hereby acknowledges and agrees to the following warnings and/or notices in respect of the Real Property:
- (a) Purchasers are advised that the Dwelling will be located in close proximity to other dwelling units in the Development and may result in occasionally cause noise and inconvenience to residential occupants and visitors.
 - (b) Purchasers are advised that large trucks or vehicles may not be parked on driveways and Purchasers may experience issues parking such vehicles in garages due to size of garages and/or a tight turning radius on certain lots.
 - (c) Purchasers are advised that sidewalk snow clearing and driveway window clearing will not be carried out by the City.
 - (d) Purchasers are advised that garbage pick-up and disposal will not be carried out by the City.
 - (e) Purchasers are advised that any modification to the driveway or to the adjacent landscaping located within the City's Right-of-Way is subject to approval by the City.
 - (f) Purchasers are advised that there is a City by-law that prohibits the use of the public boulevard for a required parking. Parking is also not allowed on roads/lanes or aprons less than 5.5 metres in length or in non-designated spaces.
 - (g) Purchasers are advised that they may not receive a street tree in front of their Dwelling.
 - (h) Purchasers are advised that mail delivery will be from a designated Community Mailbox, accordingly, residents of Dwellings will not receive mail delivery on a door-to-door basis.
 - (i) Purchasers are advised that visitor parking shall only be permitted for visitors.
 - (j) Purchasers are advised that the maintenance and replacement of any decorative fencing shall be the sole responsibility of each Potl owner.
 - (k) The Simcoe County District School Board requires that the following notice or warning clause be included in all agreements of purchase and sale, and in all leases or offers to lease, that are entered into by the Vendor with any purchaser(s) or lessee(s) of the Dwelling, and all subsequent leases/occupancy agreements with respect thereto that are hereafter entered into by any owner(s) in connection with any sale or lease of any dwelling unit in this development:

"That students from this development attending facilities operated by the Simcoe County District School Board may be transported and accommodated in temporary facilities outside the neighbourhood school's area."
 - (l) The Simcoe Muskoka Catholic District School Board requires that the following notice or warning clause be included in all agreements of purchase and sale, and in all leases or offers to lease, that are entered into by the Vendor with any purchaser(s) or lessee(s) of the Dwelling, and all subsequent leases/occupancy agreements, that are hereafter entered into by any owner(s) in connection with any sale or lease of any dwelling unit in this development:

"That students from this development attending facilities operated by the Simcoe Muskoka Catholic District School Board may be transported and accommodated in temporary facilities outside the neighbourhood school's area."
 - (m) LID areas function differently from conventional servicing methods and purchaser expectations may or may not differ from typical development standards.
 - (n) Purchasers are advised that there is no furniture permitted on front yards for units fronting onto Essa Road.
 - (o) Visitor parking and parks may be shared with the proposed common elements condominium located at 369 & 379 Essa Road, Barrie (the "**369/379 Condominium**").
 - (p) The Potl located between the Development and the 369/379 Condominium lands is a public, central park and will be open to the public in perpetuity by easement and may be used by persons not living at the Development.
 - (q) The entrance to the Land and certain other portions of the common elements of the Condominium, including, but not limited to the private laneways, underground service connections, parks and street lighting shall be shared with the 369/379 Condominium and will be subject to certain easements and shared costs as between the proposed CEC and the 369/379 Condominium.

GENERAL

37.
- No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, nor shall any waiver constitute a continuing waiver unless otherwise provided.
38.
- Each agreement and obligation of the Purchaser in Purchase Agreement, even where it is not expressed as a covenant, is considered for all purposes to be a covenant. The Purchaser will execute such other documents and assurances to carry out the intention of Purchase Agreement as may be required by the Vendor, and will deliver same to the Vendor, prior to, on or after Closing.
39.
- The Vendor shall have the right to assign Purchase Agreement, provided that any such assignee shall be bound by all of the covenants made by the Vendor herein, in which event the Vendor shall thereupon be released from all of its obligations hereunder.
40.
- The Purchaser acknowledges having been notified by the Vendor that a consumer report containing credit and/or personal information may be applied for, obtained or referred to in connection with this transaction and the Purchaser hereby consents to same and agrees to forthwith execute any documents and authorizations required by the Vendor in this regard.
41.
- The Purchaser agrees that this Purchase Agreement shall be, and is hereby, subordinated to and postponed to any mortgage(s) arranged by the Vendor and any advances made thereunder from time to time or liabilities secured thereunder and to any agreements, easements, licenses, rights covenants and restrictions referred to herein to which title to the Real Property may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as requested by the Vendor. The Purchaser further agrees that if any cheque delivered by the Purchaser to the Vendor or the Vendor's Solicitors is not honoured, the Purchaser shall supply the Vendor or the Vendor's Solicitors with a sum (either in cash or by certified cheque) equal to the amount of such dishonoured cheque, plus the administrative fee of One Hundred and Fifty Dollars (\$150.00) plus HST within seven (7) Days of the Vendor's request for a replacement cheque.
42.
- The Purchaser acknowledges and agrees that keys may be released to the Purchaser at the construction site or sales office upon completion of this transaction, unless otherwise determined by the Vendor at its sole and unfettered discretion. The Vendor's communication to the Purchaser or the Purchaser's Solicitors that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.
43.
- The Purchaser acknowledges and agrees that the Vendor shall be entitled to use any unsold dwellings as models for display and sale purposes and shall erect signs for advertising or marketing purposes at its sole discretion.
44.
- If any covenant, obligation or provision contained in Purchase Agreement, or the application thereof to any person or circumstance, shall, to any extent, be illegal, invalid or unenforceable, the remainder of Purchase Agreement or the application of such covenant, obligation or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of Purchase Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

SCHEDULES

45.
- Schedules:
- "B" – Acknowledgement of Receipt

"C" – Condominium (Purchase of an Interest in)

"D" - Feature Sheet “The Cool Stuff”

"E" – Home Design Floor Plan with Options

"F" – Interior Colour Scheme & Customization - intentionally left blank, TBD @ later date

"G" – Purchaser's Consent to Personal Information

"H" – Restrictive Covenants and Notices

"I" – Draft Site Plan

"J" – Customizations and - intentionally left blank, TBD at later date

Addendum (Tarion Prescribed Form) attached to Purchase Agreement and forms a part of it.

SCHEDULE "B"

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

The undersigned Purchaser(s) of an interest in the common elements condominium hereby acknowledges having received from the Vendor with respect to the purchase of an interest in the common elements condominium the following documents:

1. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and Purchaser on the date noted thereon;
2. A copy of the Disclosure package of documents required by the Act as follows:

(a) Disclosure Statement;

(b) Budget Statement for the period of one (1) year from and after registration of the Declaration and Description for the Condominium, including notes to the Budget Statement;

(c) Proposed Declaration;

(d) Proposed By-law Numbers 1 and 2;

(e) Proposed Rules and Regulations;

(f) Proposed Condominium Management Agreement

(g) Preliminary Engineering Site Plan

For purposes of Section 73(2) of the Act, the ten (10) day rescission period shall commence on the date set forth below.

In the event that the transaction contemplated in the Agreement of Purchase and Sale is terminated for any reason whatsoever, the undersigned undertakes to forthwith return the above documentation to the Vendor’s Solicitor at the undersigned’s sole cost and expense.

DATED this 29 day of April, 2017.

Purchaser

Purchaser

SCHEDULE "C"

PURCHASE OF AN INTEREST IN A COMMON ELEMENT CONDOMINIUM

1. The meaning of words and phrases used in this Schedule shall have the meaning ascribed to them in the *Condominium Act, 1998, S.O. 1998, C.19*, the regulations thereunder and any amendments thereto (the "**Act**") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
 - (a) "**Agreement**" shall mean the Agreement of Purchase and Sale to which this Schedule is attached including all other Schedules attached hereto and made a part hereof;
 - (b) "**Condominium Documents**" shall mean the Creating Documents (as hereinafter defined), the by-laws and rules of the Condominium Corporation, the disclosure statement and budget statement, as may be amended from time to time;
 - (c) "**Condominium Corporation**" shall mean the Common Elements Condominium Corporation created upon registration by the Vendor of the Creating Documents;
 - (d) "**Creating Documents**" means the declaration and description (as such terms are defined in the Act), which are intended to be registered against title to the lands comprising the Condominium Corporation and which will serve to create the Condominium Corporation, as may be amended from time to time.
2. The Purchaser acknowledges that the Real Property is also a 'parcel of tied land' as such term is defined in the Act ("**POTL**") and the Purchaser hereby agrees to purchase a common interest in the Condominium Corporation as more particularly described in the Condominium Documents on the terms and conditions set out in this Schedule.
3. The Purchase Price for the common interest in the Condominium Corporation is Two (\$2.00) Dollars which is payable on the Closing Date.
4. There is no deposit payable by the Purchaser for the purchase of the common interest in the Condominium Corporation.
5. The Purchaser agrees to accept title subject to the Condominium Documents notwithstanding that same may be amended or varied from the proposed condominium documents provided to the Purchaser and acknowledges that upon receipt of a Transfer/Deed of Land to the Real Property, the common interest in the Condominium Corporation cannot be severed from the Real Property upon any subsequent sale of the Real Property.
6. The Vendor's proportionate amount of the common expenses attributable to the Real Property shall be apportioned and be payable to the Vendor to the Closing Date.
7. The Purchaser acknowledges that the Condominium Corporation and the purchase of a common interest in the Condominium Corporation is not warranted by the *Ontario New Home Warranties Plan Act*.
8. The Purchaser acknowledges that the common elements of the Condominium Corporation will be constructed to standards and/or the requirements of the Municipality. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Condominium to conform with any municipal requirements related to official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval. Such changes may be to the plans and specifications existing at inception of the Condominium Corporation or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales brochures or otherwise. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

SCHEDULE “D”
“THE COOL STUFF”

SCHEDULE "E"

HOME DESIGN & OPTIONS

SCHEDULE "F"

INTERIOR COLOUR SCHEME & CUSTOMIZATIONS

-intentionally left blank, TBD @ later date-

SCHEDULE "G"
PURCHASER'S CONSENT TO COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

1. 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 (including without limitation, the Purchaser's name, home address, e-mail address, facsimile/telephone number, age, marital status, business registration number [where the Purchaser is a corporation] residency status, social insurance number [for the limited purpose described in section (i) below] and the Purchaser's desired suite design(s) and colour/finish selections), in connection with the completion of this transaction, for post-closing and after-sales customer care purposes and for the purposes of marketing, advertising and/or selling various products (including without limitation other residential dwellings) and/or services to the Purchaser and/or members of the Purchaser's family. The Purchaser further consents 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, affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
 - (b) any real estate agent(s) and/or broker(s) who introduced the Purchaser to this Condominium and/or to the Vendor and which introduction has culminated in an executed agreement of purchase and sale between the Purchaser and the Vendor in respect of the Dwelling (and to whom the Vendor has paid, or intends to pay, a real estate commission in connection with the completion of this purchase and sale transaction), and allowing said real estate agent(s) and/or broker(s) to access, through the Vendor or the Vendor's information service provider, information pertaining to various Dwellings and sales transactions in respect of which commissions are (or may be) due and payable or otherwise owing to them, for the purpose of facilitating the completion of this transaction and keeping track of when and how much commissions are (or may be) due and owing to them;
 - (c) 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 condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;
 - (d) any private lender(s), financial institution(s) providing (or wishing to provide) financing or mortgage financing, banking and/or other financial or related services to (i) the Vendor or (ii) the Purchaser and/or members of the Purchaser's families, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated take-out lender(s), TARION and/or any warranty bond provider and/or excess deposit insurer, as applicable;
 - (e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Dwelling (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
 - (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;
 - (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Dwelling (or any portion thereof) and/or the Condominium, including without limitation, any company or companies retained by the Vendor or the Condominium from time to time to read any check or consumption meter(s) for utility services that may be appurtenant to any of the dwelling units;
 - (h) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium will be or is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), Canada Revenue Agency (i.e. with respect to GST) and the Municipal Property Assessment Corporation (i.e. with respect of realty taxes);
 - (i) Canada Revenue Agency, to whose attention the appropriate 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(l)(b)(ii) of *The Income Tax Act* R.S.C. 1985, as amended;
 - (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction or enforcement of the Vendor's rights under the agreement of purchase and sale, to Teranet (under whose auspices the deed/transfer of title to the Purchaser is ultimately registered through the Teraview Electronic Registration System), and to any systems or programs used by the Vendor or the Vendor's Solicitor to provide on-line delivery of interim occupancy and final closing documentation for the review and retrieval by the Purchaser's solicitor;
 - (k) the condominium corporation, for purposes of facilitating the completion of the corporation's voting, leasing and/or other relevant records, and to the condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;
 - (l) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits; and
 - (m) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

SCHEDULE “H”**RESTRICTIVE COVENANTS AND NOTICES**

The Purchaser hereby acknowledges and agrees that in order to enhance and preserve the aesthetic and architectural value of the Real Property and the Development, the Purchaser consents to the registration of the following restrictive covenants in favour of the CEC which shall run with the land for fifteen (15) years from Closing, or such other time as may be determined by the Vendor:

- (a) No Owner shall allow the landscaping on front yards, rear yards, side yards, patios, decks, aprons and walkways to go unmaintained;
- (b) No widening of any driveway shall be permitted;
- (c) No changes to exterior colour of the Dwelling, including decks, patios and balconies, shall be made without Vendor’s consent;
- (d) No fence shall be erected upon the Real Property without consent of the Vendor including any privacy fences on decks and all existing fences shall be maintained;
- (e) No television antenna, satellite dish, a.m. radio antenna or other antenna will be erected on the Real Property;’
- (f) No trailer of any kind and no truck larger than one quarter ton size will be kept on the Real Property;
- (g) No trash, recycling, garbage or other waste shall be kept on the land, including the patio, deck, or driveway;
- (h) The land, including the patio, deck or driveway shall not be used as outdoor storage areas;
- (i) No salt shall be used externally on the Real Property;
- (j) No air conditioning or other cooling equipment shall be installed or equipped on externals windows or entrances;
- (k) No owner shall permit automobile oil changes to be performed on vehicles on the Real Property;
- (l) No owner shall remove, tamper or damage the external photocells which may be installed on the Real Property or allow bulbs to be in poor condition;
- (m) No owner shall allow snow to accumulate on any patios, sidewalks, paths or walkways adjacent to their Dwelling,
- (n) No owner shall tamper or alter any Low Impact Development storm water infrastructures;
- (o) No owner shall enclose patios nor modify any rails or screens between dwelling units;
- (p) No trash, recycling, garbage or other waste shall be disposed of except in accordance with the regulations, restrictions and requirements of the City of Barrie or any other governmental authority, as amended from time to time; and
- (q) No barbeques shall be placed or installed directly adjacent to the vinyl exterior or vinyl railings.
- (r) No umbrella other than a black, red, white or tan coloured umbrella shall be permitted on the Real Property.

SCHEDULE "I"

DRAFT SITE PLAN

SCHEDULE "J"

CUSTOMIZATIONS

-intentionally left blank, TBD @ later date-