



SCHEDULE A TOWNHOMES

Purchase price includes the following from the Vendor's samples and may not be the same as that contained in the models which may be available for viewing.

EXTERIOR

1. Superior architecturally designed elevations with brick, stucco, stone, stone accents and other accent details in other materials as per model type (actual detailing may vary from Artists' concept and subject to grade conditions). Lintels to receive lintel wrap.
2. Exterior colour package is predetermined by block cannot be altered.
3. Maintenance free vinyl casement or thermo-fixed glass windows throughout with exterior transom, elliptical and half round windows and grilles on elevations, as per model type.
4. Insulated exterior entry door(s) with weatherstripping, as per model type.
5. Self-sealing quality 25-year roof shingles from Vendor's predetermined colour packages.
6. Maintenance-free aluminum soffit, fascia, eavestrough and downspouts.
7. Aluminum exterior railing as per model type and if required due to grade condition.
8. Sliding patio door(s) with screen or French door(s), as per model type.
9. Sectional roll-up garage door(s) with decorative windows (glazing), as per model type.
10. *For 2-storey towns:* Two (2) exterior hose bibs - one in garage and one at rear.
11. *For rear lane towns:* Two (2) exterior hose bibs - one in garage and one at front.
12. Professionally graded and sodded lot.
13. Precast slab walkway to front entry.
14. *For 2-storey towns:* Precast slabs at rear patio with steps as required, as per model type.
15. Asphalt paved driveway (as per municipal requirements). Vendor not responsible for future settlement.
16. Black exterior lamps on front and rear elevations, as per model type.
17. *For 2-storey towns:* Where grading requires a deck, the Vendor will provide a 5' x 7' (approximate size) wood deck with stairs. Premiums may apply.
18. *For 2-storey towns:* For walkout basement condition the Vendor will provide:
 - Basement sliding patio door or French door(s), as per model type.
 - Upgraded rear basement vinyl casement windows.
 - A 5'x7' (approximate size) wood balcony off ground floor rear door and an additional exterior light and electrical outlet, as per model type.
 - Premiums may apply.
19. Door from garage to house subject to grade (2 risers maximum).
20. *For 2-storey towns:* Door from garage to rear yard subject to grade (2 risers maximum), as per model type.
21. *For 2-storey towns:* Gas line at rear of home for barbeque connection.
22. *For rear lane towns:* Gas line on terrace for barbeque connection.

INTERIORS

Purchaser's choice of interior colour and materials from the Vendor's samples. Purchaser agrees to select the colour and materials in seven (7) days after notification by Vendor; otherwise, the Vendor reserves the right to choose the interior colour and materials. Purchaser may be required to reselect colours and/or material from Vendor's samples as a result of unavailability or discontinuance. Variations from Vendor's samples may occur in finishing materials, kitchen countertops and vanity cabinets, floor and wall finishes due to normal production process.

INTERIOR TRIM AND FEATURES

1. *For 2-storey towns:* 9' ceilings on ground floor, 9' ceilings on second floor, as per model type.
2. *For rear lane towns:* 9' ceilings on ground floor, 9' ceilings on main floor and 9' ceilings on upper floor, as per model type.
3. Most main floor archways to be trimmed and raised to complement ceiling height, as per model type.
4. Trimmed half walls and ledges, as per model type.
5. Aristocrat paint grade trim +/- 2 3/4" casing in +/- 4 1/8" baseboards with colonial doors.
6. *For 2-storey towns:* Natural stairs with oak treads and oak veneer risers and stringers from ground to second floor, with natural oak pickets and handrail, as per model type.
7. *For rear lane towns:* Natural stairs with oak treads and oak veneer risers and stringers from ground to upper floor, with natural oak pickets and handrail, as per model type.
8. *For 2-storey towns:* Stairs for optional finished basement plans will be carpet grade treads and risers with painted white stringers, as per model type.
9. *For 2-storey towns:* Railings for optional finished basement plans will be painted white pickets and handrail, as per model type.
10. All interior doors to have brushed nickel lever hardware.
11. Electric fireplace, as per model type.
12. *For 2-storey towns:* All ducts to be cleaned prior to closing.
13. Wet bar with quality crafted cabinetry with granite countertop and drop in sink from Vendor's standard samples, as per model type.

PAINTING

1. All interior walls to be finished with one (1) choice of paint from Vendor's standard samples.
2. Wood trim and interior doors painted white.
3. Ceilings in hallways, living, dining, family, great room, bedrooms and in optional finished basements to be stippled with smooth borders, as per model type.
4. Smooth ceilings in powder room, kitchen, bathrooms and laundry, as per model type.

FLOORING

1. Choice of 12" x 12" or 13" x 13" ceramic flooring in foyer, main floor hallways, kitchen and breakfast/dinette areas, all bathrooms, including optional finished basement bathroom, powder room, laundry room (as per model type), garage door landing, from Vendor's standard samples, as per model type.
2. Natural prefinished 2 1/2" by 3/4" oak strip hardwood on ground floor for 2-storey towns and main floor for rear lane towns, save and except tiled areas, as per model type.
3. *For 2-storey towns:* 40 oz. broadloom on second floor and in optional basement hallways and optional recreation room, as per model type.
4. *For rear lane towns:* 40 oz. broadloom on ground floor and upper floor, save and except tiled areas, as per model type.
5. Quality foam underpad for all carpeted areas.

KITCHEN

1. Quality custom crafted cabinetry selected from Vendor's standard samples with provision for dishwasher.
2. Breakfast bar and island, as per model type.
3. Extra height kitchen cabinets with decorative crown moulding to complement ceiling height, no bulkheads where possible.
4. Double stainless-steel kitchen ledgeback sink with pull-down faucet.
5. Rough-in dishwasher includes plumbing and electrical only, with space for dishwasher, cabinet not included.
6. Decorative door panels on island return, as per model type.
7. Choice of granite countertop from Vendor's standard samples.
8. Stainless steel exhaust hood fan over stove with six (6) inch duct to exterior.

BATHROOMS

1. *For 2-storey towns:* Rough-in 3-piece bathroom in basement. Bathroom to be finished if selecting the optional finished basement.
2. All bathroom fixtures to be white.
3. Master ensuite to feature a frameless glass shower door in clear glass and chrome trim. Shower to include elegant ceramic tiles on walls and ceiling with recessed shower light, as per model type.
4. Framed glass shower door in clear glass and chrome trim on freestanding showers depicting a shower door, as per model type.
5. Custom quality vanities selected from Vendor's standard samples, except where pedestal sinks are indicated.
6. Choice of granite countertop with drop in sink from Vendor's standard samples in all bathrooms, including optional finished basement bathroom, (except where pedestal sinks are indicated).
7. Wall mirrors in all bathrooms.
8. White ceramic accessories (toilet paper holder and towel bar) in all bathrooms.
9. Decorator ceramic wall tiles in tub and shower enclosure, including ceiling.
10. Where tub and shower stalls are separate, tub enclosure is tiled to approximately 16" above tub. Excludes freestanding tubs.
11. Acrylic tub(s) and/or freestanding acrylic tub(s), as per model type.
12. Single lever faucet in tubs and showers, as per model type, excluding acrylic tub(s).
13. Single lever faucet on all bathroom and powder room sinks with mechanical pop-up drain.
14. Exhaust fans in all bathrooms.
15. Privacy locks on all bathroom doors.
16. Strip lighting above vanities and pedestal.
17. Pressure balancing fixtures in all showers.

LAUNDRY

1. Laundry area with tub and connections for water and drain for washing machine, as per model type.

ENERGY SAVING FEATURES

1. *For 2-storey towns:* Forced air high-efficiency gas furnace with electronic ignition and heat recovery ventilation unit.
2. *For 2-storey towns:* The Purchaser acknowledges that the water heating equipment is on a rental program.
3. *For rear lane towns:* High velocity forced air heating and heat recovery ventilation unit.
4. *For rear lane towns:* The Purchaser acknowledges that the high-efficiency tankless water heater and storage tank are on a rental program.
5. Spray foam insulation in garage ceiling where home design accommodates a room over garage, as per model type.
6. Energy saving light fixtures throughout.
7. Water saving toilets and fixtures.

QUALITY CONSTRUCTION

1. Concrete block party wall above grade separating living units.
2. Engineered Floor System – sub-floor is glued, screwed and sanded prior to finishing.
3. Windows and exterior doors sealed with high quality caulking.
4. Quality 2" x 6" exterior wall wood frame construction, as per model type.
5. Sump pit and pump in basement, as per municipal requirements and as per lot. In optional finished basements, an additional area/closet area may be required

ELECTRICAL

1. 100 AMP electrical service.
2. Weatherproof GFI exterior electrical outlet located at the rear patio/terrace and front porch, as per model type.
3. White Decora switches and receptacles throughout.
4. Quality ceiling light fixtures with LED light bulbs provided in foyer, kitchen, breakfast, dining, family, great room, upper hall, all bedrooms and in optional finished basements, as per model type.
5. Smoke detectors provided as per Ontario Building Code.
6. Carbon monoxide detector as per Ontario Building Code.
7. All bathroom electrical duplex receptacles protected by ground fault interrupter.
8. Rough-in electrical outlet for future installation of garage door opener.
9. Door chimes provided.
10. Rough-in for Central Vacuum.
11. Rough-in Security System. Full security system provided if monitored by Vendor's supplier.
12. Provision for central air-conditioning where central air-conditioning is not included as per municipal requirements.

SMART FUTURE READY HOME

- Our Smart Future Ready Home wiring package includes one (1) fully integrated, state of the art, home wiring system which provides the hi-tech infrastructure for today's technological features and expands to give you the ones you may want in the future.
- In addition to the Smart Future Ready Home wiring, we include:
 - Smart home lock for your door from the garage into the home. *
 - Smart thermostat control.
 - Three (3) smart lighting control switches. One (1) each for the front elevation exterior porch light, living room outlet and family room.
 - Two (2) water leak sensors.
 - Two (2) cable television rough ins.
 - Two (2) telephone rough ins.
 - Smart Home App with two (2) years of Smart home access.

A Grand Alarms Representative will contact you for your personal pre-wire consultation.

*If grade does not permit the door from the garage to the home, the Smart Home Lock will be installed on the front door.

WARRANTY

1. All homes covered by 7-year major structural and 2-year warranty as per **TARION WARRANTY CORPORATION**.

2. One (1) year Builder's comprehensive Warranty.

Vendor's warranties the roof and basement against leakage under normal weather conditions for a period of two (2) years, from the date of Closing, provided that the Purchaser has not constructed any patio or similar structure or installed any foundation planting within six (6) feet of external walls. Said warranty is not transferable.

Vendor will not allow the Purchaser to do any work and/or supply any material to finish the dwelling before the closing date, without Vendor's consent. Unauthorized entry onto the premises as herein before stated shall permit the Vendor to charge the Purchaser the additional sum of \$1,000.00 and the parties hereto acknowledge such sum to be liquidated damages and not a penalty. The Vendor shall be entitled to reverse the floorplan of the house being constructed.

The Purchaser acknowledges that no request for structural changes will be accepted unless otherwise specified within this offer.

The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from all action, causes of action, claims and demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the property forms a part whether with or without the authorization, express or implied, of the Vendor.

The Purchaser acknowledges that this house may require a deck(s) and if required, the deck(s) will be the approximate width of the patio door(s), if applicable. Any corrosion on exterior brass hardware is not covered by Builder's Warranty.

In an effort to continuously improve its product, **Remington Homes** reserves the right to alter floor plans, exteriors, specifications, elevations, furnace locations and prices without notice. All renderings, floor plans and maps in brochures and sales displays are artist's conceptions and are not necessarily to scale and the dimensions are approximate and may vary due to continuous improvements by **Remington Homes**.



Warranty Information for New Freehold Homes

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

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

About Tarion

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

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

SCHEDULE "X"**STATEMENT OF ADJUSTMENTS**

1. **Enrolment Regulatory Fees** - The Purchaser covenants and agrees to reimburse the Vendor on Closing for any enrolment and/or regulatory fees paid by the Vendor for the Property pursuant to or as a requirement or prerequisite of any Governmental authority and any of the following: the Ontario New Home Warranties Plan Act (the "Warranty Act"), New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to any of the foregoing, including, without limitation, the Tarion Warranty Corporation and/or the Home Construction Regulatory Authority..
2. **Hydro/Water** - The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for electricity, water, gas and other services and the Vendor may recover any payments by the Vendor on account of the Property from the Purchaser. The water meter/gas meter/electricity meter is/are not included in the Purchase as they are not the Property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost, of or the charge made for, or security performance deposits relating to, any of the water, electricity or gas service, including without limitation, the cost and/or installation of any meters, and the installation connection and/or energization fees for any of such services. The Purchaser agrees to accept the utility suppliers designated by the Vendor.
3. **Landscaping (if applicable)** - The Purchaser shall pay an amount on Closing as an adjustment, to be estimated by the Vendor, to apply to Purchaser's grading and subdivision service damage covenants; all readjustments, without interest, to be made by the Vendor forthwith upon municipal assumption of subdivision services. If the Vendor has undertaken an obligation to the Subdivider to contribute to the cost of subdivision esthetic enhancement such as boulevard treatment or improvement, or landscaping, or subdivision entrance features, or corner lot fencing, or fences or retaining walls, in the subdivision, the Purchaser shall, on Closing, reimburse the Vendor as to the cost thereof for the Property, the cost to be absolutely determined and apportioned by statutory declaration sworn on the part of the Vendor.
4. **Levy** - Any levy, charge, payment, contribution, fee or assessment, including without limitation, any parks levies, development charges, education development charges, cash-in-lieu of parkland dedication payments, public art contributions and/or impost charges, required, assessed, charged or imposed by the Municipality, a regional municipality, a transit authority, a public or separate school board or any other authority having jurisdiction under the Development Charges Act 1997 the Education Act, the Planning Act and any other existing or new legislation, bylaw and/or policy of a similar nature assessed against or attributable to the Property shall be reimbursed to the Vendor on the Closing.
- Levy Increases** - Any increase after the date of execution of this Agreement by the Purchaser in any levy, payment, contribution, charge, fee or assessment, including without limitation, any parks levies, development charges, education development charges, cash in lieu of parkland dedication payments, public art contributions and/or impost charges (collectively, the "Existing Levy") required, assessed, charged or imposed as of that date by the Municipality, a regional municipality, a transit authority, a public or separate school board or any other authority having jurisdiction under the Development Charges Act 1997, the Education Act, the Planning Act and any other existing or new legislation, bylaw and/or policy and/or if any of the aforesaid authorities require, assess, charge or impose a new or any other levy, payment, contribution, charge, fee or assessment (collectively referred to as the "New Levy") under the Development Charges Act 1997, the Education Act, the Planning Act and any other existing or new legislation, bylaw and/or policy after the date of execution of this Agreement by the Purchaser then, the Purchaser shall pay to the Vendor the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Closing Date plus Applicable Taxes eligible thereon;
5. **Taxes** - Unearned insurance premiums, taxes, mortgage interest, fuel, water rates, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually apportioned or assessed in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property and agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser. The Vendor may require the Purchaser to accept or assume the cost of the insurance premium for the insurance policy arranged by the Vendor, the cost of which will be credited to the Vendor on Closing.
6. **Transaction Levy Surcharge** - The transaction levy surcharge imposed upon the Vendor or its solicitor by the Law Society of Ontario plus Applicable Taxes shall be reimbursed to the Vendor on Closing.
7. **Recycling Bins (if applicable)** - Any charges, plus Applicable Taxes, paid by the Vendor to the Municipality and/or other Governmental authority with respect to "Blue Boxes" or other recycling programs, such charges to be absolutely determined by statutory declaration sworn on the part of the Vendor shall be reimbursed to the Vendor on Closing.
8. **Retail Sales Tax** - The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on chattels which are purchased in this transaction as a charge on Closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.
9. **N.S.F. Administrative Fee** - A \$200.00 administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "returned cheque") and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each Returned Cheque and shall be paid on the Closing Date

CONSTRUCTION

10. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type hereinbefore indicated on the basis of the elevation, brochures and floor plans examined by the Purchaser. The Purchaser acknowledges that the blueprints, specifications and other documents filed or to be filed with and approved by the municipality in order to obtain a building permit, do not form part of this Agreement. The Dwelling shall be deemed to be completed when all interior work has been completed as determined by the Vendor and provided that the provisions of Section "Ontario Building Code - Conditions of Closing" of Schedule B – Addendum and Statement of Critical Dates, have been complied with and the Purchaser agrees in such case to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking given herein to complete the Dwelling, and the Purchaser hereby agrees to accept the Vendor's covenant of indemnity regarding lien claims which are the responsibility of the Vendor, it trades and/or suppliers, in full satisfaction of the Purchaser's rights under the Construction Act, and will not claim any lien holdback on Closing. On Closing, the Vendor shall provide the Purchaser with any one or more of the deliveries contemplated by Section "Ontario Building Code - Conditions of Closing" of Schedule B - Addendum and Statement of Critical Dates with respect to the occupancy of the Dwelling. If, by reason of "Unavoidable Delay" as defined in Schedule B – Addendum and Statement of Critical Dates, the Vendor is required to extend the Closing, the Vendor shall be entitled to extend the Closing provided the Vendor complies with the provisions of Schedule B - Addendum and Statement of Critical Dates in respect of such extensions.

11. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make changes in plans, brochures, elevations, site plans and specifications.

12. The Purchaser acknowledges and agrees that architectural Control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor constructs an external elevation of the Dwelling other than as specified in this Agreement, or amends the driveway location siting or construction, boulevard tree planting, landscaping plan or makes other modifications or changes to the Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the sales brochures, renderings, and other floor plans and specifications which form part of this Agreement, or, to construct such Dwelling with changes and variations on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling and grade level with changes and elevations other than as depicted in the sales brochures, elevations, floor plans and specifications which form part of this Agreement, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling or other additions or changes in the construction of the exterior elevations or the interior or exterior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such changes without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to the construction of the Dwelling. The Purchaser further acknowledges that the Vendor may, in its discretion, without any obligation to do so, apply to the Municipality or other regulating authority for the subsequent approval of any change, modification or amendment to the sales brochures, elevations and floor plans or other document filed with the municipality or other authority as required by the Ontario Building Code and good construction practice.

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

14. In the case of the purchase of a townhome by the Purchaser (if applicable) the Purchaser acknowledges that the concept plans displayed in the sales office and/or in promotional brochures or media (including any websites) do not necessarily represent any specific block to be built by the Vendor; the Vendor has not artistically rendered all block scenarios and combinations of model types available; final block plans will feature similar but not necessarily identical architectural details, variances from block to block will reflect amongst other things, the number of units in respective blocks, final siting combinations of actual model types within respective blocks, roof designs that evolve in conjunction with the combination of various model types constituting specific blocks, unit stepping due to grading within respective blocks and the location of required party walls and firewalls (if applicable) per respective block plan.

15. Where any portion of any fence is within twelve centimetres of the Property line, such fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property. Despite anything hereinbefore set out, the whole of any fence erected by any governmental authority, utility or railway pursuant to any subdivision, site plan or development agreement shall be deemed to be a Permitted Encumbrance.

16. All dimensions and specifications on sales brochures, floorplans and other sales aids are artist concepts only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code. The location of mechanical and electrical installations may not be as shown on the sales brochures and will be located in accordance with approvals from the Municipality and/or the Electrical Safety Authority and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanicals and electrical being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate theft of air-conditioning units when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within 10 days after the Closing Date. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing Date. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing date, the Purchaser shall make written request therefor, such request to be received not later than 30 days prior to the Closing Date by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing date and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.

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

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

SUBDIVISION MATTERS/SUBDIVISION AGREEMENT REQUIREMENTS

19. The Purchaser will not alter the grading of the Property contrary to the Municipally approved drainage and/or grading control plan, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not

undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement or requirement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys/boxes can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, hot tub, underground sprinkler system, fencing, decking, curbs, retaining walls, landscape rocks, trees, shrubs, gazebos or other structures, nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality and the Subdivider and after the Purchaser has made due application for (if applicable) any permits required for such work by the Municipality or any other authority with jurisdiction. The Purchaser agrees to remove such additions and/or improvements at its own cost upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense. Any changes to the grading in contravention of the foregoing by the Purchaser shall result in the forfeiture of the Security Deposit and the Purchaser shall reimburse the Vendor for any costs over and above the Security Deposit resulting from the Purchaser's contravention of the foregoing.

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

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

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

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

COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION

24. The Vendor agrees to make available, and the Purchaser (which term shall include the Purchaser's designate authorized in writing in the form specified by the Tarion Warranty Corporation) agrees to meet with a representative of the Vendor during the seven day working period immediately prior to Closing to perform a Pre-Delivery Inspection (the "PDI") of the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of this Agreement. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor.

25. The Purchaser agrees to comply with all regulations under the Occupational Health and Safety Act, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor. The Purchaser further agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser.

26. The Purchaser is to arrange the inspection with a representative of the Vendor and is to give the representative of the Vendor at least 5 days' prior notice of the said PDI. In the event of any items remaining uncompleted at the time of such PDI, only such uncompleted items shall be listed by the Vendor on the approved forms required to be completed pursuant to the requirements of the Tarion Warranty Corporation (the "Tarion Forms"), which the Purchaser covenants to execute and which Tarion Forms **SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING.** The Purchaser agrees that such uncompleted items as are included in the Tarion Forms represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items shall be made by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard.

27. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Tarion Forms. The Vendor shall complete such items as are contained in the Tarion Forms within a reasonable time after Closing, subject to weather conditions and the availability of supplies and trades. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the said Tarion Forms. The warranties given under the Warranty Act replace any warranties at law or otherwise. In the event the Purchaser has omitted to execute the Tarion Forms prior to the Closing, the Vendor shall have the right, at its sole option, to complete the Tarion Forms as permitted by Tarion or declare the Purchaser in default in which event this Agreement shall be at an end and the Purchaser agrees that the deposit monies paid by the Purchaser hereunder shall be forfeited to the Vendor in addition to and without prejudice to any other remedy available to the Vendor arising out of such default. The Purchaser further agrees to have noted at the time of the PDI on the Tarion Forms any damages or defects found on the Dwelling's floor coverings, kitchen and bathroom cabinetry including countertops, bath tubs, sinks, toilets and other finished plumbing. These deficiencies listed on the Tarion Forms will be the limit of the Vendor's repairs to these items to be completed before or within a reasonable time after Closing, subject to availability of material and trades.

28. The Vendor will deliver to the Purchaser a Homeowner Information Package as provided by Tarion Warranty Corporation on or before the date of the PDI and the Purchaser will execute and return to the Vendor the Confirmation of Receipt of the Homeowner Information Package for forwarding by the Vendor to Tarion Warranty Corporation. The Purchaser hereby irrevocably nominates and

appoints the Vendor to be the lawful attorney in the Purchaser's name in order to execute the Tarion Forms and/or the Confirmation Receipt in the event the Purchaser fails to do so when required by the terms hereof.

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

RENTAL EQUIPMENT

30. Unless expressly provided in this Agreement, the hot water heater and tank system is not included in the Purchase Price and shall remain chattel property. The Purchaser shall take all necessary steps to assume immediately on Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefor from the Purchaser. By entering into this agreement, the Purchaser acknowledges and agrees that the hot water equipment to be installed in the dwelling will be a rental/lease unit, rented/leased by the Purchaser from the Vendor's selected supplier pursuant to a rental/lease contract that the Purchaser will be required to enter into with the Vendor's selected supplier. If any provider of hot water heater and tank system no longer rents the hot water heater and tank system and if arrangements are not made with another supplier for the installation of a hot water heater and tank system on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on Closing, the cost of the hot water heater and tank system, such cost to be determined by statutory declaration sworn on the part of the Vendor. The water meter is not included in the purchase if it is not the Property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service and installation of the water meter and the cost of hydro installation and connection fee. The Purchaser acknowledges and agrees that it shall only utilize the hot water heater/tank supplied by the Vendor within and upon the Property and the Purchaser is prohibited from installing or utilizing any other hot water heater/tank without the Vendor's and/or Supplier's written consent.

AGREEMENT NOT TO BE REGISTERED

31. The Purchaser shall not register this Agreement, or any notice thereof, or a caution, purchaser's lien or certificate of pending litigation or any encumbrance whatsoever and such registration shall be a default by the Purchaser hereunder. This Agreement and the Purchaser's rights hereunder are subject and subordinate to (i) any mortgage arranged by the Vendor and any advances from time to time thereunder, and (ii) any agreements entered or to be entered into by the Vendor with any public utility or any municipal or other governmental authority having jurisdiction relating to the development and/or servicing of the Dwelling. By execution of this Agreement, the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's lawful attorney to execute any documents or instruments required to have the said registration(s) removed, discharged and deleted from title. In no event shall the Purchaser have an interest in the Property prior to the Closing of this transaction. The Purchaser covenants and agrees to reimburse the Vendor on Closing for any charges imposed upon the Vendor or its solicitors by the Law Society of Ontario upon registration of the Transfer/Deed of Land or Charge/Mortgage of Land described as a transaction levy or similar charge.

AFTER CLOSING

32. No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro. In the event the Vendor is requested by the Purchaser to perform a homeowner service call for repairs relating to construction or work performed by the Vendor and the Vendor determines in its sole discretion that such repair is required due to any negligent act or omission either through the neglect or omission of the Purchaser, the Purchaser shall pay to the Vendor the sum of \$350.00 per homeowner service call, plus the cost of all materials utilized by the Vendor in making such repair, plus the applicable harmonized sales tax (the "HST") thereon.

33. The Purchaser agrees that after Closing, if required by the Municipality or any public or private utility such as the local hydro-electric authority, gas company or telecommunication or television system provider, he will grant an easement for the installation and maintenance of sewers, water mains, lines or any other similar installations.

34. The Purchaser covenants not to finish the whole or any part of the basement of the Dwelling for a period of 2 years after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water seepage, including any consequential damages arising therefrom.

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

36. If, after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways or fences are located within six (6) feet of an external wall, the Purchaser will remove such addition and/or improvements prior to the Vendor taking any corrective actions which it is required to take. If after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions or alterations. The Purchaser acknowledges and agrees that the warranty under the Warranty Act will not apply to any of the aforesaid improvements, additions or alterations and to any part of the Dwelling that has been worked upon by the Purchaser relating thereto.

BREACH OF CONTRACT

37. All proper readjustments shall be made after Closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of 20% percent per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default. The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as set forth herein, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor.

UNLAWFUL WORKS

38. If the Purchaser shall without the consent in writing of the Vendor, enter upon the Property and carry out changes or additions to the Dwelling (the "Unlawful Works") being constructed by the Vendor, the Purchaser will forthwith pay to the Vendor the amount

incurred by it in order to correct any damages caused by the installation of existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested, and at the Vendor's option it may declare this Agreement null and void. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-compliance and failing which, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same and/or at the option of the Vendor, it may declare this Agreement null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by the Ontario New Home Warranties Plan. In the event that the Vendor shall choose the option as hereinbefore set forth above to declare the Agreement null and void, it shall be entitled to retain the Purchaser's deposit paid and the value of the Unlawful Works. The parties agree that the damages which may be suffered by the Vendor as a result of the Unlawful Works cannot be assessed monetarily and the retention of the deposit and Unlawful Works, shall be deemed to be liquidated damages and not a penalty. **THE PURCHASER ACKNOWLEDGES THAT THE UNLAWFUL WORKS SHALL NOT BE COVERED UNDER THE ONTARIO NEW HOME WARRANTIES PLAN.** The Purchaser covenants and agrees that it will not be entitled nor permitted to enter upon the Property prior to the Closing Date to supply any material and/or to perform any work or labour to or on the Dwelling or Property respectively. The Purchaser further covenants and agrees that the Vendor will not contract for the supply and installation of extras to the Dwelling to be constructed other than by way of written contract on a specific form supplied by the Vendor for that purpose within 14 days of the acceptance of this Agreement.

GRADING AND SODDING

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

COLOUR AND MATERIAL SELECTION

40. The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser (collectively, "Extras" and individually, an "Extra") at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that his transaction is not completed as a result of any default hereunder of the Purchaser. If any Extra is not completed or installed on or before the Closing Date, the Purchaser shall complete this transaction notwithstanding the non completion or non installation of the Extra provided that the provisions of Section "Ontario Building Code - Conditions of Closing" of Schedule B – Addendum and Statement of Critical Dates have been complied with. If any Extra that has been included in this Agreement and for which no amount has been individually allocated and such Extra has not been completed or installed in the Dwelling on the Closing Date, then, the Purchaser shall receive on Closing a credit for such Extra in an amount determined by the Vendor, in its sole and absolute discretion. The Purchaser shall not be entitled to any credit for any Extra that is included in this Agreement if the Purchaser subsequently elects to alter, replace or delete such Extra. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete Extras, shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete Extras and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete Extras. If the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work from time to time. On occasion, certain extras/upgrades may be installed by the Vendor after Closing at the Vendor's discretion.

41. The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby shall accept any such colour variation resulting from the manufacturing process without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations herein. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks, electric fixtures and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser.

42. Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within ten (10) days after notification by the Vendor and the Purchaser shall make his selection of such colours and/or materials, whatever the case may be, from the Vendor's standard samples and list same on the Vendor's colour selection form. If the Purchaser shall desire to select colours or materials from other than the Vendor's samples, he must negotiate such colours or materials directly with the Vendor or the Vendor's subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor's subtrade or supplier directly, as directed by the Vendor. If the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply the installation of such colour choice and material cannot be completed in accordance with the Vendor's construction schedule, the Purchaser shall choose alternate colours and materials within 7 days and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same. If by the Closing Date the installation of the selected colours and upgraded materials or other work to be performed by the Vendor or its subtrade(s) has not been completed, and as a result thereof the Dwelling has not been completed, then the Purchaser shall, notwithstanding such incomplete work, complete the transaction on the Closing Date provided that the provisions of Section "Ontario Building Code - Conditions of Closing" of Schedule B – Addendum and Statement of Critical Dates have been complied with and shall pay the full amount required to be paid on Closing in accordance with this Agreement, notwithstanding that an occupancy permit may not be available as a result thereof. If the Purchaser shall not have made his selection within ten (10) days after notification by the Vendor or an extended date acceptable to the Vendor, then the Vendor shall have the option of choosing the colours and materials for and on behalf of the Purchaser and the Purchaser agrees to accept same. The Purchaser acknowledges and agrees that, as a result of the use of different floor coverings being installed in the Dwelling, level flooring may not be possible and the Purchaser shall accept such installation. If the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the Dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement "floor covering" shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet. Where omissions occur on the

original colour selection chart (the "Colour Chart"), the Purchaser acknowledges that selection by the Vendor will be final unless accompanied by the schedule attached hereto as Schedule Z. Colour Chart will be deemed to be part of the Agreement of Purchase and Sale. The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections. The Purchaser further agrees that if the Vendor has preselected colours prior to the purchase herein of the Property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection/chart. If the Purchaser selects an upgrade contained in the Colour Chart that is not included in the Purchase Price, or has not been previously paid as an Extra, on Closing, the Purchaser shall pay for the upgrade at a price determined by the Vendor, acting reasonably. The Vendor shall not be required to install (a) any upgrade if such upgrade is not contained in the Colour Chart, is not included in the Purchase Price and has not been paid by the Purchaser prior to the Closing Date and (b) any extra if such extra has not been paid by the Purchaser prior to the Closing Date.

MODEL HOMES (if applicable)

43. The Purchaser acknowledges the purchase of the Dwelling on the basis of plans appended to this Agreement and not from a model, vignette or sales office samples. The Purchaser acknowledges that the model homes, if any, may have items installed for décor purposes, such as, but not limited to, upgraded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, countertops, lighting and fixtures, appliances, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alarm systems, landscaping, underground sprinkler systems, underground lighting, decks and finished basements. The Purchaser acknowledges and agrees that these décor items are included in the Purchase Price and that the contract will consist of only those items listed on Schedule "Z"/Schedule "M".

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

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

SOLICITOR INFORMATION

46. The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow Closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on Closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS.

47. The Purchaser agrees to provide the name, address and telephone number of his solicitor to the Vendor or its solicitor in writing no later than 60 days prior to the Closing Date. Should the Purchaser fail to provide this information, and/or during such 60-day period, change solicitors, the Purchaser may be charged a fee plus the HST on the Statement of Adjustments, as determined by the Vendor and/or its solicitor. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed no later than 30 days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Prior to Closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property.

EXTENSION

48. The Purchaser agrees that the Vendor shall, at no cost or expense to the Purchaser, have a one-time unilateral right to extend the Closing Date for 1 business day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Closing Date. The Purchaser further agrees that delayed closing compensation will not be payable for such period. For the purpose of this Agreement, the term "business day" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario.

KEY RELEASE

49. Keys will be release to the Purchaser at the construction site or the sales office or the head office of the Vendor, as the Vendor, in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pick up keys by five o'clock (5:00) p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next business day. In this Agreement, the term "business day" or business days" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario.

ASSIGNMENT

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

HST

51. The Purchaser and Vendor agree that the harmonized sales tax (the "HST") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the "Rebate"). The Purchaser shall assign in a form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the "Government") to the Vendor all of its right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor, upon request by the Vendor, on or before Closing, such application, documents and affidavits as may be required by the Vendor and/or the Government to establish the Purchaser's entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount

of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor or the Rebate is claimed and payment/credit of the Rebate to the Vendor is denied by the Government then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Property which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. If the Vendor does not receive the full benefit of the Rebate for any reason whatsoever, whether or not as a result of the Purchaser's acts or omissions, the Purchaser shall indemnify and save the Vendor harmless in the amount that the Vendor would have been entitled to had such Rebate been received, together with all interest and penalties thereon, and all losses, costs, damages and liabilities which the Vendor may suffer, incur or be charged with in connection therewith, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor), which indemnity shall survive Closing. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's Lien for the amount of the Rebate against the Property immediately following Closing to secure the Vendor's entitlement to the Rebate as herein provided. The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST, or any portion thereof, not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on Closing, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "Applicable Taxes") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

52. If the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before Closing, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on Closing, an amount equivalent to the Rebate, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that he or she is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the Rebate directly from) the Canada Revenue Agency.

53. The Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on Closing in relation to a construction, financing or timing change, such credit shall be reflected as a reduction in the Purchase Price so as to minimize the amount of the HST payable. The Purchaser further acknowledges that where the Vendor has agreed to provide an inducement or incentive relating to the payment of the Purchaser's mortgage interest (the "prepaid interest"), the Purchase Price shall be automatically reduced by the amount of the prepaid interest, and the Purchaser shall reimburse the Vendor on Closing with the amount of the prepaid interest, which reimbursement shall be shown as a credit to the Vendor on the Statement of Adjustments. The amount of the prepaid interest shall be absolutely determined by the Vendor.

54. Notwithstanding that the Purchase Price is inclusive of the HST, the Purchaser shall, at his own cost and expense, be responsible for payment of the HST on all Closing adjustments and amounts payable for extras and any increase in the rate of HST after the date hereof.

TITLE

55. The Purchaser shall accept the Property, subject to the building and other restrictions registered on title, including provisions in the Subdivider's deed to the Vendor or Purchaser, provided there is no breach of such restrictions on Closing, and to execute and grant any easements or right of way for installation and/or maintenance of services as may be required, both before and after Closing, by any governmental or utility authority or body.

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

57. The Purchaser acknowledges and agrees that title may on Closing be subject to one or more subdivision or other development agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor herein is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such subdivision or other development agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy himself as to compliance.

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

59. In the event any mortgages are outstanding on Closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard. The Vendor warrants that, on Closing, all conditions in such subdivision or other development agreements which restrict occupancy will have been complied with. The Purchaser shall not call for the production on Closing of an occupancy permit issued by the Municipality (if provided by the Municipality) but shall accept the Vendor's undertaking to produce same after Closing upon receipt from the Municipality.

60. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of services, telecommunication, cable television systems, and all related or appurtenant equipment, mutual driveways and any common right-of-way and for maintenance of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, downpipes, or other attachments to the roofs, footings, drainage pipes, utility meters and other projections of the buildings, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. If required by the Municipality or the Vendor, the Purchaser shall provide the Vendor and/or the adjoining landowner a maintenance easement over part of the Property for the maintenance of the adjoining dwelling if the Property was not subject to such easement on Closing. The Purchaser accepts legal access to the Property even though it may be restricted by .3 metre reserves owned by the Municipality and not yet dedicated as public highway. If the Property borders land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, or other attachments to the roofs, and the Purchaser further acknowledges that

portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed 60 days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the real estate broker, if any, shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. Any tender of documents or money or giving of notice herein may be made or given either upon or to the party hereto or his solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule "A" chartered bank. Provided further, that tender for any reason by the Vendor shall be deemed as sufficiently made when the Vendor or its solicitor appears at the recording Land Registry Office for the Property on the Closing Date or any extension thereof, and tender shall accordingly be deemed to have been sufficiently made by the Vendor notwithstanding the non-appearance of the Purchaser or his solicitor at such date. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment and the Vendor shall be released of all of its obligations hereunder.

ACCEPTANCE

61. This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. A \$200.00 administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "returned cheque") and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each Returned Cheque and shall be paid on the Closing Date. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 20% per annum, calculated daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the Closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. The Vendor shall not be responsible for any additional costs of any kind whatsoever incurred or to be incurred by the Purchaser relating to the Purchaser's financing for the completion of this transaction as a result of any extension from time to time of the Closing Date. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. **THERE IS NO ORAL AND/OR WRITTEN REPRESENTATION, WARRANTY, COLLATERAL AGREEMENT OR CONDITION AFFECTING THIS AGREEMENT OR THE PROPERTY, OR SUPPORTED HEREBY, EXCEPT AS SET FORTH HEREIN IN WRITING.** The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment shall be and remain at the Vendor's risk until Closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on Closing at the Purchaser's expense.

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

63. This Agreement is conditional upon compliance with the requirements of Section 50 of the Planning Act, R.S.O. 1990, Ch.P.13, as amended, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.

CREDIT/PERSONAL INFORMATION

64. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within 10 days of written demand from the Vendor or any agent thereof, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future reference.

ELETRONIC REGISTRATION

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

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

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

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

(d) the Vendor shall require its solicitor to complete and electronically message the Transfer as instructed by the Purchaser's solicitors and the Purchaser's solicitor shall complete any portions of the Transfer to be completed by it and sign the Transfer for completeness on behalf of the Purchaser prior to 5:00 p.m. on the day preceding the Closing Date. In the event the Purchaser's solicitor does not complete and sign the Transfer as aforesaid or amends the Transfer after it has been signed by the Vendor's solicitor, the parties agree that the forgoing action shall be Unavoidable Delay pursuant to Schedule Z thereto if the Vendor's solicitor is unable or unavailable to sign or resign the Transfer for the Closing Date.

- (e) the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the balance of funds due on Closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or if agreed to by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;
- (f) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and
- (g) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (h) delivered all Closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
- (i) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (ii) has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor; and
- (iii) without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

66. Pursuant to subsection 3(1) of the Electronic Commerce Act, 2000, as amended (or any successor or similar legislation): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors; (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion; and (iii) the Vendor acknowledges and confirms that the Vendor has authorized its solicitors noted herein to transmit all information and documents executed by the Vendor in an electronic format with a "trued up" or copy of the signature(s) of an authorized signing officer(s) of the Vendor and that such "trued up" or copy of the signature(s) shall satisfy the signature requirements of the Electronic Commerce Act, 2000 as an electronic signature unless otherwise prescribed by the Electronic Commerce Act, 2000 wherein such other prescribed signature format shall be incorporated herein. The Vendor agrees that it shall be bound by all such information and documents when so transmitted and shall continue to be bound from and after the Closing as therein provided.

ELECTRONIC DOCUMENTS/TRANSFER OF FUNDS

The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.

FEDERAL/PROVINCIAL PRIVACY LEGISLATION

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, c.5, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Property including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number(s), age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (l) below and in respect of residency status and social insurance number only for the limited purpose described in subparagraphs (g) and (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and color/finish selections, in connection with the completion of this transaction and for post-Closing and after-sales customer care purposes and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- a. Any companies or legal entities that are associated with, related to or affiliated with the Vendor and are developing one or more other developments or communities that may be of interest to the Purchaser, or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family.
- b. One or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new developments or projects and/or related services to the Purchaser and/or members of the Purchaser's family.
- c. Any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchaser's acquisition of the Property from the Vendor.
- d. Any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction.
- e. Any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser.
- f. One or more providers of any security alarm system, cable television, telephone, telecommunication, hydro-electricity, water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the vendor in writing not to provide any such personal information to an entity providing security alarm services.
- g. Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to HST including the Purchaser's social insurance number or business registration number, as the case may be).

- h. Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the Income Tax Act, R.S.C. 1985, as amended.
- i. The Vendor's solicitors and/or Purchaser's solicitors, to facilitate the closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation.
- j. Any real estate agent, real estate broker and/or mortgage broker involved in the Purchaser's purchase of the Property to facilitate the completion of this transaction; and
- k. Any person where the Purchaser further consents to such disclosure.

ENTIRE AGREEMENT

The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser, upon which the Purchaser relies, and which were essential to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same.

ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT.

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