

# Berczy Homes Limited

## AGREEMENT OF PURCHASE AND SALE

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

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

PURCHASER(S): **«BuyerFullName»** D.O.B. **«BuyerDOB»**  
**«CobuyerFullName1»** **«CobuyerDOB1»**

VENDOR: **Berczy Homes Limited**

Lot No. **«LotORSuiteORUnitNumber»** On a proposed Plan of Subdivision: Municipality: **Markham**  
Model Type: **«ModelCode» «ModelName» «ModelDescription»** Elevation: **«ModelElevation»**

Purchase Price: **«NetBaseHomesSalesPrice»** Zero And 00/100 Dollars

Initial Deposit:	<b>«ScheduledDeposit1AmountDue»</b>	Deposit Due:	<b>Upon Submission of Offer</b>
Further Deposit:	<b>«ScheduledDeposit2AmountDue»</b>	Deposit Due:	<b>«ScheduledDeposit2DueDate»</b>
Further Deposit:	<b>«ScheduledDeposit3AmountDue»</b>	Deposit Due:	<b>«ScheduledDeposit3DueDate»</b>
Further Deposit:	<b>«ScheduledDeposit4AmountDue»</b>	Deposit Due:	<b>«ScheduledDeposit4DueDate»</b>
Further Deposit:	<b>«ScheduledDeposit5AmountDue»</b>	Deposit Due:	<b>«ScheduledDeposit5DueDate»</b>
Further Deposit:	<b>«ScheduledDeposit6AmountDue»</b>	Deposit Due:	<b>«ScheduledDeposit6DueDate»</b>

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

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

SCHEDULES **A, B, C, FT, H, X, Q, S, T, N-C,**

Date of Offer: **«ContractDate»**

Irrevocable Date: **«FinalSaleDate»**

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

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

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

Signed at Toronto this

VENDOR'S SOLICITORS:

**FEINTUCH & FEINTUCH PROFESSIONAL CORPORATION**  
Barristers & Solicitors  
5255 Yonge Street Suite 1300  
Toronto, On M2N 6P4  
Phone: 647 496 7891  
Fax: 647 792 0424

**Berczy Homes Limited**

Per

Authorized Signing Officer  
I have authority to bind the Corporation.

**SCHEDULE "X"**

1. CONSTRUCTION MATTERS:

CONSTRUCTION AND OCCUPANCY OF DWELLING:

(a) The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type hereinbefore indicated substantially in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office. The Dwelling shall be deemed to be completed for the purposes of Closing when the requirements of the Tarion Addendum and Statement of Critical Dates have been met 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 pursuant to section headed "FINAL INSPECTION" hereof 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, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the Construction Act, and will not claim any lien holdback on the Closing Date. Notwithstanding anything else herein contained, if for any reason except for the wilful neglect of the Vendor the Dwelling is not completed, utility services are not operative, the Planning Act has not been complied with, or the Dwelling has not been approved for occupancy by the Municipality on or before the Closing Date, the Purchaser agrees to grant and hereby grants such extension or extensions of time for completion of the foregoing as may be required by the Vendor and, subject to the provisions of the Addendum, the Closing Date shall be extended accordingly. Furthermore, if by reason of "Unavoidable Delay" as defined in or as otherwise permitted by the Tarion 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 the Tarion Addendum and Statement of Critical Dates in respect of such extensions. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and provided that the provisions of paragraph 9 of the Tarion Addendum and Statement of Critical Dates attached hereto have been complied with. The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or Tarion or otherwise in respect of apparent deficiencies or incomplete work.

(b) 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.

(c) In the event that the Dwelling includes stucco to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be a variance in accordance with Tarion standards, which the Purchaser agrees to accept, without objection or claim for compensation. In the event that the Dwelling includes stucco to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be variance in the colour of such stucco and that the Vendor shall choose, in its sole, absolute and unfettered discretion, the texture of such stucco, and the Purchaser agrees to accept same without objection or claim for compensation.

(d) FINAL INSPECTION:

(i) The Vendor represents and warrants to the Purchaser that the Vendor is in good standing with Tarion Warranty Corporation (formerly the Ontario New Home Warranty Program) ("Tarion"). The Vendor covenants that on the closing of this transaction a written warranty in the Tarion standard form will be requested by the Vendor from Tarion and that a warranty certificate will be mailed directly to the Purchaser by Tarion. The Purchaser agrees to accept such warranty in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the Property other than as expressed herein and more specifically, the Purchaser absolves the Vendor from any representations made by any and all sales representatives unless the same have been reduced to writing herein. This Agreement represents and expresses the entire Agreement between the parties hereto.

(ii) The parties agree that the Purchaser (or the Purchaser's designate) will meet at the Dwelling on or before the Closing Date to conduct the pre-delivery inspection (the "PDI"). The Purchaser acknowledges that the warranties being given by the Vendor to the Purchaser under the terms of the Ontario New Home Warranties Plan Act R.S.O. 1990 C.O.-31 (the "Act") and which Act is administered by the Tarion Warranty Corporation (hereinafter called "Tarion") are the only warranties at law or otherwise being given to the Purchaser by the Vendor under the terms of this Agreement of Purchase and Sale. In this regard the Purchaser agrees that approximately seven (7) days prior to the Closing Date, the Purchaser will contact the Vendor to arrange to inspect the Property with the Vendor's representative. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor. During such inspection all damaged, incomplete or missing items and anything that is not in good operating condition, if any, shall be listed in writing on the Certificate of Completion and Possession form (the "CCP") and the Pre-Delivery Inspection form (the "PDI Form") provided for by Tarion and which forms shall be signed by the Purchaser and the Vendor's representative. Save as so listed the Purchaser shall be conclusively deemed to have accepted the Property as complete in accordance with this Agreement. The Vendor shall complete all matters set out in the CCP and the PDI Form as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Tarion warranty issued to the Purchaser as soon as reasonably practicable after the same has been called to the Vendor's attention by notice in writing, including having regard to weather conditions and availability of trades and materials. The Purchaser acknowledges that construction materials shrink as they dry resulting in nail 'pops'. Year-end drywall repairs will consist of compound patching only. Pursuant to Tarion policy, sanding and/or priming will be the responsibility of the Purchaser. The Vendor will endeavour to match colours of materials as closely as possible. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction, without prior notice to the Purchaser, in order to complete such items as are contained in the CCP and PDI Form and for all warranty services that may be required to be performed by Tarion, all inspections, Home Owner service work, and/or work required by trades.

(iii) The completion of the PDI and the completion and signing of the CCP and PDI Form as aforesaid are conditions of the Vendor's obligation to give occupancy of the Property and complete this transaction.

(iv) The Purchaser acknowledges having been advised that an online Learning Hub ("LH") developed by Tarion is available from Tarion and that the Purchaser shall access and review all materials within the LH on or before the PDI. The Purchaser agrees that either the Purchaser or the Purchaser's designate, will execute and provide to the Vendor the prescribed Confirmation of Review of the LH materials (the "Confirmation") while attending the PDI.

(v) Notwithstanding anything else herein contained, the Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor the Appointment of Designate for PDI in the form prescribed by Tarion (the "Appointment Form"), prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser personally.

(vi) In the event the Purchaser or the Purchaser's designate, as the case may be, fails to attend the PDI or fails to execute the CCP and PDI Form at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth herein and at law. Alternatively, the Vendor may, at its option, complete the CCP and PDI Form on behalf of the Purchaser or the Purchaser's designate, as the case may be, and the Purchaser and/or the Purchaser's designate, as the case may be, hereby irrevocably appoints the Vendor as the Purchaser's or the Purchaser's designate, as the case may be, attorney to complete the CCP and PDI Form on the Purchaser's or the Purchaser's designate's behalf, as the case may be, and, in which event, the Purchaser shall be bound as if the Purchaser or the Purchaser's designate, as

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Purchaser Initials:

Purchaser Initials:

the case may be, had executed the CCP and PDI Form.

(vii) In the event the Purchaser and/or the Purchaser's designate fails to execute the Confirmation during the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of remedies set forth herein and at law. Alternatively, the Vendor may, at its option, execute the Confirmation on behalf of the Purchaser or the Purchaser's designate, as the case may be, and the Purchaser and/or the Purchaser's designate, as the case may be, hereby irrevocably appoints the Vendor as the Purchaser's and/or the Purchaser's designate, as the case may be, attorney to execute the Confirmation on the Purchaser's or the Purchaser's designate's behalf, as the case may be, and, in which event, the Purchaser and/or the Purchaser's designate, as the case may be, shall be deemed to have executed the Confirmation.

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

## 2. PURCHASER'S COVENANTS:

The Purchaser agrees with the Vendor as follows:

### ACCEPTANCE OF PLAN OF SUBDIVISION:

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

### ENCUMBERING THE PROPERTY:

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

### NON-MERGER:

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

### SUBSTITUTIONS:

(d) Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality. The Purchaser acknowledges that the siting of the garage for the dwelling unit has not yet been established and the Purchaser accepts that the garage may be sited on either side of the dwelling unit in accordance with the Vendor's architectural and engineering requirements for the dwelling.

### GRADING:

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

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

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

The Purchaser and/or the Purchaser's designate does hereby agree that at the time of the PDI or such other time as may be set by the Vendor, the Purchaser and/or the Purchaser's designate will attend at the Property and upon such request, the Purchaser and/or the Purchaser's designate and Vendor mutually agree that they will attend at the Property to inspect with the Vendor the subdivision services installed by the Vendor or Subdivider and to compile a list of all existing damages or defects to the subdivision services, including buried or damaged water boxes and keys, damaged curbs or sidewalks, retaining walls, acoustic barriers, fences and other such applicable services. Such compiled list to be signed by the Vendor and the Purchaser and/or the Purchaser's designate, and

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Purchaser Initials:

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the Purchaser shall not under any circumstances be responsible for the cost of repair, rectification or replacement of such existing damages or defects. The Subdivider's consulting engineer for this subdivision shall be the authority for the development of the subdivision as a whole and will determine responsibility and damages and costs therefore and in the event that the Subdivider's consulting engineer determines the responsibility for the cost of repair, rectification and/or replacement is that of the Purchaser, then the Vendor will charge the Purchaser accordingly, save and except for those items listed on inspection as noted herein and the Purchaser agrees to abide by such engineer's decision and the Vendor shall be entitled to compensation from the Purchaser and for such costs and the Purchaser shall pay such costs upon demand by the Vendor.

UTILITIES:

(f) Unless expressly provided in this Agreement, the water heater is not included in the Purchase Price and shall remain chattel property. The Purchaser acknowledges that the water heater for the dwelling may be either (a) a rental water heater in which case the Purchaser agrees to execute a rental contract, if requested, with the designated supplier for the said water heater prior to closing. The rental rate as of the date of this Agreement is approximately \$55.00 per month plus tax (and any increase that the supplier may levy for the rental water heater) or (b) the Vendor shall install a water heater in the dwelling and the Purchaser agrees to pay to the Vendor the cost of such water heater as an adjustment, on closing, together with applicable taxes thereon.

In either situation, the Purchaser agrees to take all necessary steps to immediately assume, on closing, all charges for hydro, water, gas and other services and the Vendor may recover any payments made by the Vendor on account of the Property from the Purchaser. The gas meter/water meter/electricity meter is/are not included in the purchase if it/they is/are not the Property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of the charge made for, or prepayments for, or security performance deposits relating to, any of the water, electricity or gas service, including, without limitation, the cost and/or installation of any meters, and the installation, connection and/or energization fees for any of such services. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to the Closing and prior to assumption of the subdivision by the Municipality, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor or Subdivider to restore the Property to the original state provided by the Vendor.

ENROLMENT FEE(S):

(g) The Purchaser agrees to reimburse the Vendor as an adjustment on Closing for any enrolment and/or regulatory fees paid by the Vendor for the Property under, 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, the Act, the Condominium Management Services Act, or by any of the regulators or authorities pursuant to any of the foregoing, including, without limitation, the Tarion Warranty Corporation, the Home Construction Regulatory Authority and/or the Condominium Authority of Ontario;

TITLE DIRECTION:

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

RELEASE OF KEYS:

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

EXTRAS, COLOUR SELECTION AND FINISHES:

(j) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that his transaction is not completed for any reason whatsoever except due to default of the Vendor. The Purchaser's failure to pay for upgrades or the Purchaser issuing a cheque which does not clear the Vendor's bank or is marked for insufficient funds shall be a fundamental breach of contract (in this Agreement referred to as a "FBOC"). Notwithstanding anything therein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor does, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes, then that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor, shall be refunded to the Purchaser upon Closing. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser, upon the Vendor's request, neglects to advise the Vendor forthwith in writing, as to the Purchaser's selection of items for upgrades, bonus packages, or finishing specifications, including but not limited to the specifications of any extras or upgrades that the Purchaser has ordered, the Vendor shall have the right to make said choices on behalf of the Purchaser, and the Purchaser agrees to irrevocably accept the choices of the Vendor. If the Vendor's selections exceed the original price or bonus amount that the Purchaser contracted for with the Vendor, the Purchaser shall be responsible to pay the Vendor any additional costs associated with the Vendor's selections, and said additional costs will be added to the Purchase Price. Further, in the event the Purchaser neglects to advise the Vendor in writing, forthwith upon request, as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishing, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without

holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work. If for any reason payment for such extras, upgrades or charges ordered by the Purchaser is not received at the time such order is made, any such outstanding amounts shall bear interest from such time at the rate of 24% per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts or any part thereof remains outstanding at closing, such amount together with interest calculated and compounded as aforesaid shall be credited to the Vendor on the Statement of Adjustments.

(k) The Purchaser covenants and agrees that he will within ten (10) days of notification from the Vendor attend and complete the Vendor's colour and material selection form (the "Interior Finishing Selection Sheet") for those items of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement, failing which the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law or, in the alternative, the Vendor may complete the same in its sole and absolute discretion, on behalf of the Purchaser and the Purchaser agrees to be bound by the Vendor's selection and the Vendor shall not be liable for any delays in having the Property ready for Closing. Notwithstanding the immediately preceding sentence, the Vendor may, in its sole, unfettered, absolute and subjective discretion, allow the Purchaser to make changes to the colour and materials selected by the Vendor on the Purchaser's behalf, provided that the Purchaser shall pay to the Vendor an administration fee of \$250.00 plus applicable taxes for each change so requested by the Purchaser. The Purchaser acknowledges that when said selection form is completed, it shall constitute part of this Agreement.

(l) The Purchaser acknowledges that the Vendor's scheduling requirements are paramount and that the Purchaser will be required to attend appointments at times and locations selected by the Vendor to complete the colour and material selections specified above. In the event that the Purchaser is unable to attend the appointment set forth by the Vendor, the Purchaser will be required to provide cancellation notice to the Vendor 72 hours prior to the set appointment, and provide an alternative date to reschedule the appointment that falls within ten (10) business days of the cancelled appointment. In the event that the Purchaser fails to notify the Vendor and does not appear to the scheduled appointment, the Purchaser shall pay to the Vendor a fee in the sum of \$1,000.00 plus applicable taxes, for each occurrence.

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

(n) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. Purchaser hereby shall accept any such colour variation resulting from the manufacturing process, change of suppliers or otherwise, without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations herein. The Purchaser acknowledges that, in the event bricks and stone are used to construct the Dwelling, gray mortar will be used between all bricks and all stone.

SALE AND ASSIGNMENT RESTRICTIONS:

o) 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 offer, list or advertise for sale, lease or transfer the Property, nor to sell, lease, assign or transfer the Purchaser's interest under this Agreement. The Purchaser further covenants and agrees not to post any signs 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 herein, or the benefit thereof, nor to mortgage, deal with or in any way encumber the premises. In no event shall the Purchaser list, allow or cause to be listed for sale, lease, assignment or otherwise the Property or an interest under this Agreement on a listing service system including, without limitation, the Multiple Listing Service ("MLS") or on, by or through any other publication or medium, including, without limitation, any form of social media or through any website or application. The Purchaser will not any time prior to completing this transaction, register this Agreement, or any notice thereof, whether by caution or otherwise, or register a notice of Purchaser's lien against the Property. Any breach of the foregoing shall constitute a fundamental breach of contract (in this Agreement referred to as a "FBOC") which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.

p) The Purchaser represents to the Vendor, upon which representation the Vendor has relied in accepting the Purchaser's offer, that the Purchaser is purchasing the property for its 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 lease, or list the Property for sale or lease, or advise others that the Property is or may be available for sale or lease, offer for sale or sell or lease, or advertise for assignment, the Property or to enter into any agreement, conditional or otherwise, to sell or lease the Property, or any interest therein, nor to assign this Agreement or any interest herein, or the benefit thereof, nor to mortgage, deal with or in any way encumber the premises or this Agreement. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply and the Purchaser shall have no further right to or interest in the Property.

TITLE RESTRICTIONS:

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

ii) The Purchaser covenants and agrees to accept title to the property subject to the following:

- (a) any registered or unregistered subdivision, development, site plan, housekeeping, financial, security or like agreement or agreements with the relevant City, Town or Municipality, containing provisions relating to the use and development of the lands on which the property is located, or with any other governmental authority having jurisdiction which may now or hereafter be entered into and to execute any documentation which may be required to evidence his consent to same;
- (b) any restrictions to legal access to the subject Property caused by the existence of 0.3 metre reserves owned by the relevant Municipality and not yet dedicated as a public highway;
- (c) any agreement entered into with the hydro electric commission for the provisions of hydro electric services;
- (d) any easements for ingress or egress and any easements, covenants, licences or encroachment or other agreements for the installation and maintenance of any public or other utilities, including without limitation, telephone, hydro, gas, sewer, water, cablevision and master antenna T.V. distribution system (such easements may be for the benefit of other lands);
- (e) any other municipal requirements including building and zoning by-laws, all restrictions and covenants that run with the land, noise attenuation provisions or environmental notices, warnings or covenants affecting or relating to the use, development or erection thereof or other improvements in or on the property;

iii) The Purchaser further acknowledges and agrees that the following clause may be required to be inserted on the Transfer to the property:

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

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

SODDING:

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

NOTICES:

s) The Purchaser acknowledges that the subdivision agreement to be entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of the "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit or affect the enjoyment by the Purchaser of the Property. The Purchaser covenants and agrees to execute forthwith upon request, an acknowledgement and/or amendment to this Agreement containing such notice if and when requested to do so by the Vendor and to be bound by the contents of any such notice aforesaid.

READJUSTMENTS:

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

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

The Purchaser further acknowledges and agrees that a \$250.00 administrative fee, plus applicable taxes, shall be charged to the Purchaser for each deposit cheque in the possession of the Vendor that the Vendor permits to be: (i) exchanged for a replacement cheque or (ii) deposited on a later date than the date indicated on the face of said cheque. The Purchaser acknowledges and agrees that any deposit cheques that are exchanged for a replacement cheque shall, at the sole option of the Vendor, either be destroyed by the Vendor and not be returned to the Purchaser or his solicitor, or be returned by the Vendor to the Purchaser or its solicitor.

HOMEOWNER SERVICE / WARRANTY HOME SERVICE:

u)

(i) 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. The Purchaser acknowledges that the Vendor may be leaving a supply of new unused tiles in the garage of the premises and/or in the home to be used by the Vendor in the event they are needed for future repairs to the tiles in the home. The Purchaser acknowledges that these tiles are the property of the Vendor and are to be used only by the Vendor to correct any future repairs to the tiles in the home, if necessary, for which the Vendor is responsible. The Purchaser further acknowledges that if the Purchaser uses these tiles or removes them from the garage and/or the home or damages any of the tiles, then the Purchaser will be responsible, at his own expense, to correct any future problems that may arise to the tiles in the home.

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

BASEMENT DEVELOPMENT AND HOME ALTERATIONS:

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

SETTLEMENT:

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

FENCING AND RETAINING WALLS:

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

ARCHITECTURAL CONTROLS AND SITING:

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

CLOSING COVENANTS

- z) The Purchaser agrees with the Vendor that after closing the Purchaser:
- i) will not erect or place a fence (except where required or permitted by the Vendor and by the Municipality), gate, hedge, clothesline, or other obstruction on or adjacent to, in or upon the boundary line of the lot or part thereof or on any part of the lot without the written consent of the Developer and any other competent authority;
  - ii) covenants that no fence, hedge or other structure on any corner lot shall be planted, constructed or permitted to block the sight triangle of the corner of the lot measured on both frontage and flankage, provided however, that this shall not prevent the construction of any building that complies with the setback requirements of the Municipal by-laws applying to this lot;
  - iii) will not place, locate or maintain a swimming pool or outdoor antenna or satellite dish on any part of the lot or any structure therein without the written consent of the Developer and any other competent authority;
  - iv) will not place any signs, billboards, notices or other advertising matter of any kind (except the standard "for sale" or "sold" sign) on any part of the lot or upon a wall of the dwelling or any fence, tree or other structure without the consent and approval of the Developer;
  - v) will not place, locate, keep or maintain a trailer on any part of the lot;
  - vi) will not clog, fill, alter, obstruct, remove or interfere with any gutter, swale or drain without the consent of the Municipal Engineer;
  - vii) will not damage, cut down or remove any tree on the lot without the consent in writing of the Municipality;
  - viii) will rectify any damage to any catch basin and infiltration trench and their appurtenant drainage pipes, fences and any slope stability work, such as retaining walls, which may be located within the lot or on the lot line;
  - ix) will not alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Commissioner of Public Works;
  - x) will adhere to the terms and conditions and other applicable provisions set out in the Subdivision and/or Development Agreement insofar as they pertain to the maintenance, reconstruction, use and occupancy of the dwelling and appurtenances erected or to be erected upon the within lot;
  - xi) will accept, adhere to and comply with all agreements, terms, warning, easements, conditions, restrictions and/or covenants which may be registered on title;
  - xii) will grant any right, easement or restriction on and after closing upon written request of the Vendor for the purpose of constructing, maintaining or repairing any and all services, public or private, required for the servicing and developing generally of the lots in the Municipality or otherwise and required;
  - xiii) will grant the Municipality, Region or Hydro-Electric Commission, or any other authority having jurisdiction, any easements required by them and provided such easements do not interfere with any building constructed on the lands;
  - xiv) will adhere to all covenants, undertakings and agreements set forth in the Agreement of Purchase and Sale and related Schedules.
  - xv) will not make any changes, structural or otherwise to the home being purchased herein for the two years after the closing of this transaction without first notifying the Vendor, in writing, of the proposed changes he intends to make to the home. The Purchaser further acknowledges that if any such changes to the home made by the Purchaser negatively affects any item in the home constructed by the Vendor, then the Vendor warranties relating to such items in the home constructed by the Vendor shall be voided and of no effect whatsoever.
  - xvi) will not, without the prior written consent of the Vendor, Developer and any other competent authority, make any changes, installations, additions or other improvements such as, but not limited to, porches, patios, plantings, paved driveways, curbs, fences, pools, hot tubs, or any other landscaping features that are located on or extend past the boundary line of the lot or any part thereof, or otherwise interfere with the services installed and maintained by the Developer and/or the Municipality. In the event that the Purchaser installs or completes and such additions or improvements without receiving the prior written consent of the requisite parties, the Vendor, the Developer and/or the Municipality, as the case may be, shall be permitted to enter onto the lot, without delivering prior notice to the Purchaser, and remove such additions and/or improvements and correct any damage done by the installation or completion of same, all at the sole cost and expense of the Purchaser.
  - xvii) is aware that the Vendor may not be completing the paving of the driveway for the property as contemplated herein, until after the closing of this transaction. The Purchaser acknowledges and agrees with the Vendor that, after closing, he will not alter or change either the driveway or curbs without the express written consent of the Vendor, Subdivider and/or the Municipality, which consent may be arbitrarily withheld, until the subdivision has been assumed by the Municipality for maintenance purposes. The Purchaser further acknowledges that if he alters or changes the driveway and/or curbs that the Vendor has the right to enter the property, without delivering prior notice to the Purchaser, to restore the driveway and/or curbs to their previous placement and/or condition and to charge the cost of same to the Purchaser as a lien on his property until paid by the Purchaser to the Vendor. In the event that the Purchaser completes this transaction at a time prior to the Vendor completing all of its work or construction within the subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and sub trades to enter upon the Property, without prior notice to the Purchaser, for the purposes of completing work on an adjoining property or other properties in the subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and sub trades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.
  - xviii) will allow the Vendor, its agents, representatives and authorized to personnel to enter upon the Property and the Dwelling from time to time as required by the Vendor, without prior notice being delivered by the Vendor to the Purchaser,

for the purposes of inspecting the Dwelling or the Property, including, without limitation, its fixtures, finishes, any and all alterations or improvements made by the Purchaser, and the grading of the Property.

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

FINAL GRADING:

aa) In the event this Dwelling is described on the first page of this Agreement as having a "walk-out" or a "walk-up", and such is not possible, the Purchase Price herein shall be reduced by the amount the Purchaser paid for a "walk-out" or a "walk-up". In the event this Dwelling is not described on the first page of this Agreement as having a "walk-out" or a "walk-up" and such is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Forty Thousand (\$40,000.00) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date

3. TITLE MATTERS:

SUBDIVISION AGREEMENT:

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

(b) Pursuant to the subdivision agreement relating to the subject property, the Vendor undertakes that all responsibilities of the Subdivider under the subdivision agreement which in any way affect the property which a homeowner may eventually purchase, shall be fulfilled including the provision of municipal services and the grading of the lot.

(c) The Vendor further undertakes that lot grading will be carried out according to the lot grading plan forming part of appendix "II" to said subdivision agreement, which will be verified by the subdivider's engineer or an alternate professional approved by the City.

(d) The Vendor further covenants that all conditions of any agency which are included in schedules "B" and "D" of said subdivision agreement which relate to any relevant Land as defined in said agreement will be fulfilled by the subdivider and all successors in title to the subdivider other than the first Homeowner as defined in said agreement.

ACQUISITION OF TITLE:

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

RELEASE TO SUBDIVIDER:

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

PRIOR MORTGAGES:

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

TITLE SEARCH:

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

The Transfer is to be prepared by the Vendor on the Vendor's standard form. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at

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

4. TENDER:

The parties waive personal tender and agree that any tender made in accordance with the provisions set out in paragraph 13 hereof shall be good and valid. If the electronic registration system contemplated in paragraph 13 is not operative in the applicable Land Titles Office in which the Property is registered and, failing other mutually acceptable arrangements, tender may be validly made if the tendering party attends at the Registry Office in which the title to the Real Property is recorded at 4:00 o'clock p.m. on the Closing Date and for a period of one-half hour thereafter shall be ready, willing and able to close or alternatively, the tender may be validly made upon the designated solicitors for the party being tendered upon. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the Purchaser's solicitors certified cheque drawn on a Schedule "1" Canadian Chartered bank. Mortgages, charges or other encumbrances not being assumed by the Purchaser need not be discharged by the Vendor in order to validate the Vendor's tender upon the Purchaser, only arrangements made to do so in accordance with paragraph 3(d) in case the Purchaser should complete the transaction. The Purchaser further acknowledges and agrees that the Vendor shall not be required to provide any key(s) as part of any tender made by it and that this Agreement provides for the release of keys following the Closing.

In the event that the Purchaser requests an extension of the closing date for any reason and such extension is granted by the Vendor in its full and absolute discretion, the Purchaser covenants and agrees that any such extension, if granted, will be conditional upon receipt of a further deposit payable to the Vendor and determined at the Vendor's sole discretion and an additional extension fee of a minimum of \$250.00 plus applicable taxes, per day for each day the closing is extended. The extension fee will be added as an adjustment due on closing and the further deposit shall be due forthwith upon the extension request being granted. Nothing in this clause shall limit the discretion of the Vendor to impose further requirements to extend the closing date, or to claim damages or other remedies that may arise due to a default by the Purchaser.

The Purchaser agrees that neither the Purchaser nor its solicitor will threaten to hold back closing funds, or advise that funds will not be tendered due to the Vendor allegedly or actually not yet completing its tender obligations, including but not limited to the delayed tender of an occupancy certificate. If the Purchaser or the Purchaser's solicitor threatens to delay or actually delays tendering for the aforementioned reasons, then it will be a FBOC by the Purchaser and the Vendor shall have all rights available to it under this agreement and at law as a result of such FBOC

5. ADJUSTMENTS:

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

6. MODELS:

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

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

7. REZONING:

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

Berczy Homes Limited

Purchaser Initials:

Purchaser Initials:

mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor. The Purchaser acknowledges that this provision may be contained in the Transfer/Deed of Land or in a separate document registered or to be registered on title.

8. GENERAL CONTRACT PROVISIONS:

- a) 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.
- b) Any breach by the Purchaser of any of the provisions of this Agreement shall entitle the Vendor, in addition to any rights or remedies that the Vendor may have in law or otherwise, to give notice to the Purchaser declaring this Agreement null and void, whereupon all deposit monies paid hereunder, and any monies paid for extras, shall be forfeited to the Vendor as liquidated damages and not as a penalty. The deposit monies are expressly deemed to be deposit monies only, and not partial payments.
- c) Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified shall constitute a FBOC, and the Vendor shall have the right to terminate this Agreement and retain all deposit monies in full without prejudice to the Vendor's rights to additional deposit monies that may be required and any other rights it may have hereunder and at law including the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 24% per annum, calculated and compounding daily, not in advance, until paid. This interest rate shall survive the termination of this Agreement and shall not merge on closing.
- d) 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.
- e) In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted therefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale.
- f) The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof.
- g) 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.
- h) 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.
- i) The Electronic Transfer will 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.
- j) This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.
- k) Where the Purchaser is a corporation, or is an individual or corporation purchasing in trust for a corporation, individual or other entity, the execution of this Agreement by the individual or individuals signing for a corporation or other entity or by the individual named as the purchaser in trust will be deemed to also be a personal guarantee and indemnity of the individual or individuals so signing of all the Purchaser's obligations hereunder, it being understood that the Vendor need not first exhaust its recourse against the Purchaser prior to pursuing such personal guarantee and indemnity.

9. HEADINGS:

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

10. PLANNING ACT COMPLIANCE:

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

11. FINANCING AND PURCHASER'S OBLIGATIONS::

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

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

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

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

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

Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, or other evidence of an ability to close satisfactory to the Vendor in its sole discretion and satisfactory to the Vendor's construction lender. If the Purchaser fails to provide the financial and personal information or the mortgage approval as aforesaid, or if the Vendor or the Vendor's construction lender is not satisfied as aforesaid, then, at the Vendor's option either:

- (i) the Purchaser shall forthwith pay TEN PERCENT (10%) of the Purchase Price as an additional Deposit to the Vendor; or
- (ii) the Purchaser shall be deemed to have committed an FBOC.

The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Closing Date.

## 12. PURCHASER'S SOLICITOR

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

## 13. ELECTRONIC REGISTRATION:

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

- (a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of 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 "Document Registration Agreement"), establishing the procedures and timing for completing this transaction;
- (b) The delivery and exchange of documents, monies and keys to the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
  - i) in the event of electronic registration of documents, the Purchaser shall pay to the Vendor on the Closing Date the sum of \$200.00 plus applicable taxes, to reimburse the Vendor for the cost incurred with respect to electronic registration;
  - ii) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
  - iii) shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement.
- c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.

- d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Property until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer drawn or otherwise made from the Purchaser's solicitor's trust account with a Schedule "1" Canadian Chartered bank to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- e) Each of the parties hereto agrees that the delivery of any executed documents not intended for registration on title to the Property shall be delivered to the other party no later than the Closing Date unless alternate arrangements are agreed to between the solicitors.
- f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- i) delivered photocopies of all closing documents, keys and/or photocopies of any funds to the Purchaser's solicitor, it being understood that the Vendor making the keys available at its site/sales office shall be deemed to be delivered to the Purchaser's solicitors for the purposes hereof;
  - ii) advised the Purchaser's solicitor, either verbally or in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor.

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

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

15 NOTICE TO PURCHASERS:

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

16 NOTICE TO VENDOR:

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

17 FACSIMILE TRANSMISSION:

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

18 CLOSING FUNDS:

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

A \$150.00 plus applicable taxes administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Property by wire transfer or direct deposit. All payments by wire transfer or direct deposit shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer and direct deposit form, which may be amended by the Vendor's solicitor from time to time. All payments by wire transfer must also include the Vendor's bank's wiring fee and/or the Vendor's solicitor's bank's wiring fee. Without derogation from any other right or remedy of the Vendor, if such form is not complied with and a wire transfer or direct deposit is made on account of the Purchase Price, the Purchaser shall pay an additional adjustment of \$150.00, plus applicable taxes, as an administrative fee per occurrence



**SCHEDULE "A"**  
**QUALITY APPOINTMENTS**  
**BERCZY HOMES LIMITED**  
**20' FREEHOLD REAR LANE TOWNHOMES,**  
**26' REAR LANE SINGLES & 31' REAR LANE SINGLES**

**DISTINCTIVE EXTERIOR CONSTRUCTION FEATURES**  
**ARCHITECTURALLY SELECTED**

- Elevations include brick and stone products and various siding materials with architectural features in other materials as per elevation (side window indentations, side and rear gables to be in siding materials). Townhome colour packages have been preselected and approved by architecture control.\*+
- 2' x 6' exterior wall construction. Townhomes will have offset 2" x 4" stud party wall and sound attenuation insulation to reduce sound transmission.\*
- Custom grey precast individual house numbers.
- Entry-resistant framing on all perimeter doors.
- Glazed panel in front entry door or sidelight (as per elevation).\*
- Self-sealing fiberglass shingles (manufacturer's warranty).
- Pre-finished maintenance free aluminum, soffits, fascias, downspouts and vinyl siding.\*
- Steel clad insulated entry and exterior doors with weather-stripping and dead bolt lock.\*
- Luxury exterior low E argon vinyl casement or hung windows on front elevation. Low E argon vinyl casements on sides and rear.\*
- Taller windows on main floor and insert grills on front elevation only.\*
- Low E argon vinyl thermo slider basement windows.
- Premium quality prefinished insulated metal sectional roll-up garage doors with plexiglass or glass inserts equipped with heavy-duty springs and long life rust-resistant door hardware.\*
- Poured concrete basement walls with damp proofing and weeping tile. Pre-formed drainage membrane to all exterior walls excluding garage.
- Front and rear of lot to be graded and sodded. Side yard between homes will be finished as per municipal requirements.
- Pre-cast concrete slab walk to front entry from driveway and 6 precast concrete slabs at rear sliding patio/garden door at walkout to rear yard, excluding lots with a door guard. All door guards will be black and secured through the exterior finish.\*
- Rear lane homes will have two exterior taps - one on the front and on rear. Front-loaded towns will have two exterior taps - one in the garage and one on the front.\*
- A weatherproof electrical outlet on the front and rear of the home. All exterior outlets will have ground fault protection.\*+
- Elegant grip set for front lock set and up to two exterior black coach lamps.\*
- All windows are fully caulked with quality brand caulking.
- Asphalt paved driveway included in purchase price. Vendor not responsible for future settlement.
- All opening windows and sliding patio doors are complete with screens.
- Direct insulated access door from garage to house with deadbolt and safety closer if grade permits.\*
- All townhomes and rear lane singles will have 6' sliding doors.\*

**GOURMET KITCHEN FEATURES**

- Upgraded kitchen with furniture finish cabinets with taller upper cabinets.
- Granite/quartz level 1 with a 3/4" straight-edge countertop without a bullnose, backsplash or backledge. Between the granite/quartz and the wall, it will be sealed with clear silicone.\*+
- Double stainless steel undermount kitchen sink with single lever faucet and vegetable spray.\*
- Kitchen exhaust fan with 6" exhaust vented to exterior.
- Dishwasher rough-in includes electrical and plumbing only with space for dishwasher. Hook up, cabinet and door not included. Electrical for dishwasher disconnected at panel/breaker.
- Dedicated electrical outlet for refrigerator.
- Split electrical outlets at counter level for small appliances.
- 220 volt receptacle for stove.
- Colour co-ordinated kickplates to compliment cabinets.
- Flush breakfast bar in kitchen.\*

**LUXURY BATHROOM FEATURES**

- 26' and 31' rear lane singles have granite/quartz level 1 with 3/4" straight-edge countertop with undermount sink(s) without a bullnose, backsplash or back ledge in primary bedroom ensuite. All other bathrooms will have laminate countertops with surface mounted sinks. Townhomes will have laminate countertops with surface mounted sinks in all bathrooms.\*+
- Water resistant board on tub and shower enclosure walls up to ceiling.
- Purchaser's choice of cabinets for vanity in main bath, ensuite, and secondary or shared ensuite (where applicable).
- Lighting in all bathrooms and powder room.
- Colour co-ordinated kickplates to compliment cabinets.
- Energy efficient water saver showerheads and toilet tanks.
- Ensuite bath off primary bedroom with stand-alone bath and separate shower with a framed glass door and may have 2 sinks.\*
- Electrical outlets with ground fault protection for small appliances beside vanity in all bathrooms.
- Exhaust fans vented to exterior in all bathrooms.
- Privacy locks on all bathroom doors.
- Single-lever washerless faucets with pop-up plugs in all vanities.
- Vanity with sink or pedestal sink in powder room.\*
- Choice of 6' x 8" ceramic wall tile on walls and ceilings of separate shower stall and on walls of bathtub enclosures.\*
- Choice of 12" x 12" ceramic floor tile for all bathrooms.\*+
- Ceramic bathroom accessories to include towel bar and toilet tissue dispenser.
- Acrylic or vikrell bathtub in all locations.\*
- Water temperature balance sensor in all shower/tubs.
- Vapourproof light in all separate showers.\*
- Mirrors in all bathrooms (approximately full width of vanity) and mirror in the powder room.\*

**DISTINCTIVE INTERIORS**

- Approximately 9' high ceiling on ground level (except in powder room and laundry room or where mechanical or duct work requires a lower height) and approximately 9' high ceiling on the second floor/upper floor. Basement ceiling height will be approximately 7'7". Basement will have reduced ceiling heights due to duct work and mechanicals.\*
- Stained oak stairs with oak handrail (3"), black metal pickets, oak nosing and stringer on all staircases in finished areas.\*+
- Unfinished stairs from ground floor to basement as per plan.\*
- Two panel interior passage doors throughout (excluding sliding closet doors and rounded or oversized arches).
- Arrisocrat 4-1/4" baseboard throughout with quarter-round in all tiled areas.
- Arrisocrat 2-3/4" door casing on swing doors, main floor archways, and windows throughout in all finished areas where applicable. (excluding rounded or oversized arches) Door casing height in the finished basement level may be reduced due to the reduced ceiling height.\*
- All drywall applied with screws, using a minimum number of nails.
- Brushed nickel lever interior door hardware (hinges paint grade).

**FAMILY ROOM / GREAT ROOM**

- Each home will have an electric fireplace that is surface mounted and hardwired.\*

**MAIN FLOOR OR 2ND FLOOR LAUNDRY ROOM FEATURES**

- Laundry tub with hot and cold-water faucet shutoffs.\*
- Heavy-duty electrical outlet for dryer.
- Dryer vented to exterior.

**LIGHTING AND ELECTRICAL FEATURES**

- Electrical outlets in all bathrooms and powder room include ground fault protection.
- 200 amp electrical service with breaker panel.

- All wiring in accordance with Ontario Hydro standards.
- Light fixtures in all bedroom ceilings and recreation rooms in finished basement. Light fixtures in kitchen, dining room, family room, bathrooms, laundry room and second floor/upper floor hall and switched electrical outlet in living room and loft area.\*
- One electrical outlet on the garage wall and one on the garage ceiling for each garage door for a future garage door opener and one in unfinished area of basement under electrical panel.
- Electronic door chime.
- Telephone rough-in for kitchen, family room and primary bedroom.\*
- Rough-in central vacuum outlets. Central vacuum terminates in garage.
- Dedicated electrical outlet within 3' of central vacuum termination in garage.
- Smoke/carbon monoxide detector on every level and a smoke detector in each bedroom.
- White decor-style light switches and plugs throughout.
- 1 CAT 6 rough-in + 1 RG 6 (cable tv) rough-in in family room + primary bedroom.\*
- One rough-in CAT 6 wire at entrance of main floor/lower level of each home to accommodate future wireless security system.\*
- 1 holiday switch plug located on the front porch soffit.\*
- For future electric vehicle charger, a 2" conduit will run from the electrical panel to the garage.\*

**HEATING, INSULATION AND ENERGY EFFICIENT FEATURES**

- Forced air high-efficiency gas furnace with electronic ignition power vented to exterior.
- Properly sized air conditioner included in every home.\*
- Heat recovery ventilator (HRV) included in all homes.
- Dehumidifier with outlet in basement and humidifier installed on furnace to assist in balancing moisture.
- Programmable thermostat centrally located on ground floor (Kitchen Level).
- All insulation in exterior walls, roof and in basement of finished basement in accordance with the standards set as per the building code and expanding foam insulation on garage ceiling under living space.
- House sealed in vapour barrier as per building code.
- Weather stripping on all exterior doors.
- A space-saving tankless hot water system is in every townhome, provided on a rental basis.\*

**PAINTING**

- One coat of quality primer and one coat of quality paint using low VOC paints on all walls and woodwork in finished areas.\*
- Trim and doors to be painted white.
- Choice of one colour for walls from vendor's 4 samples.
- Smooth ceilings throughout the main floor (Kitchen Level).\*
- Spray stipple ceiling with smooth borders throughout second floor except for bathrooms and laundry room which have smooth ceilings. (walk in closets have sprayed stipple ceilings only).

**FLOOR COVERINGS**

- Choice of quality imported 12" x 12", 13" x 13" ceramic floor tile standard through vestibule, kitchen/ breakfast area, powder room, all bathrooms, and laundry area.\*+
- 2-1/4" x 3/4" stained prefinished hardwood on ground floor (Kitchen Level) (including main staircase landings) and on second floor hall excluding tiled areas.\*+
- 40 oz. broadloom with 10mm underpad on second floor/upper floor (one colour throughout).\*+
- Engineered floor system throughout with 3/4" tongue and groove subflooring to be glued, nailed, screwed and sanded.

**SECURITY AND TECHNOLOGY**

- Smart security system includes 1 security camera, motion sensor, doorbell camera and a 7" colour touchscreen.\*+
- Monitored security system consisting of Qolsys wireless control on main floor (Kitchen Level), magnetic contacts on all main floor external main doors and openable windows will be monitored with Purchaser's order of monitoring service from builder's supplier. (See your decor representative for details).

**ALSO INCLUDED**

- Cold cellar with a steel insulated door and a floor drain.\* Note: not all models include a cold cellar.\*
- Rough-in drains for 3 piece bathroom in unfinished basement.\*
- Mortgage survey, provided at no additional cost.
- Garage floor and driveway sloped for drainage.
- Concrete garage floor with reinforced grade beams.
- Poured concrete front porch.
- Architecturally predetermined sitings and exterior colours.
- Concrete basement floor with drain.
- Professional home cleaning prior to occupancy including windows. Ducts will be cleaned after closing.

**WARRANTY**

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

**TWO YEAR WARRANTY PROTECTION**

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

**SEVEN YEAR WARRANTY PROTECTION (MAJOR STRUCTURAL)**

A major structural defect is defined in the Ontario New Home Warranty Plan Act as:

- A defect in workmanship and materials that results in the failure of a load-bearing part of the home's structure, or any defect in workmanship or material that adversely affects your use of the building as a home.

**\*AS PER PLAN**

**+AS PER VENDOR'S STANDARD SAMPLE**

Purchaser shall have the right to select floor coverings, tile, cabinets and countertops, bathroom fixture and purchase upgrades from the Vendor's samples subject to their timely availability from the Vendor's normal supplier and provided that the same have not already been ordered for this home. Variations from Vendor's sample may occur in bricks, finishing material, kitchen and vanity cabinets, floor and wall finishes due to the normal production process and between the colour of the basement windows and the windows on the rest of the home. The surface texture of some floor tiles may vary resulting in uneven surfaces after installation. Purchaser is notified that the laundry area may be lowered to accommodate side yard drainage, in extraordinary cases, doors) from inside the home to garage will be eliminated or, provided it is permitted by the municipal building code, a landing may be added in the garage, at Vendor's discretion. Steps where applicable, may vary at any exterior or interior entrance way due to grading variances. The rear exterior of the basement is based on the standard grade condition. The number of windows and their size may vary depending on the grade of your lot. Purchaser is notified that the new home design may have an attic hatch located in a closet and/or on an interior wall. Center line and priority lots may have special treatments which may require window or external stair location changes and interior modifications to balance and improve the elevations of the house exposed to the street or to conform to zoning. The Purchaser accepts these changes as necessary. When Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The house erected or to be erected on the above lot shall contain the features listed above. The floor plan shall be that plan illustrated in the Vendor's latest sales brochure for the model type purchased. The Purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain certain features and upgrade finishes and augmented services, which may not be included in the basic model type. Most additional features on display in the model home are available or extras. The Purchaser is notified that due to string and grading conditions, medians may not be exactly as shown, some medians will show a common wall with adjoining area. Due to grading conditions, stairs may be necessary at the front and rear entries. Rooflines may vary due to structural roof framing conditions. Variations in uniformity and colour from Vendor's samples may occur in finished material, kitchen and vanity cabinets, floor and wall finishes due to normal production processes. Hardwood may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Actual square footage may vary slightly depending on elevation selected. Ceiling height in laundry room and powder room may be modified to accommodate mechanical systems, duct work or architectural changes (some walls may be modified also). Carpeting may be ordered under certain conditions. Fieldgate Homes reserves the right to use visual representations of your home taken during construction and/or after closing, to be used in advertising and/or public relations. Specifications and terms subject to change E. & O.E. February 6, 2025.

**SCHEDULE "B"**

Berczy Homes Limited

Purchaser Initials:

Purchaser Initials:

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

#### **WARNING CLAUSES**

The Purchaser acknowledges that there will be a Subdivision Agreement with the City which agreement will be registered against the property.

The Purchaser acknowledges that the subdivision agreements entered into between the Subdivider and the municipalities may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation (including the bussing or transportation of students to schools outside of the neighbourhood), noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the absence of local or neighbourhood schools, the location of "super mailboxes", fencing, street trees, catch basins, all of which may be included on the property or on the boulevard adjacent to the property, and in general, any other matter that may be deemed by the municipalities to inhibit or interfere with the enjoyment by the Purchaser of the property. The Purchaser agrees to be bound by the contents of the subdivision agreements or any other municipal agreement wherein such warning clauses are more fully set out and the Purchaser covenants to execute forthwith upon request by the Vendor, an acknowledgment of receipt by the Purchaser of such notices and/or an amendment to this Agreement including such warning clauses and all schedules, plans, statements attached to the agreement and as required by the subdivision agreement, and the Purchaser's acknowledgment of receipt of same failing which, the Purchaser will be deemed in default of the Agreement of Purchase and Sale. In the event any subdivision agreement or other development, site plan or similar agreement is not registered as of the date of acceptance of this Agreement, and therefore the aforementioned notices and warning clauses 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 and if the Municipality requires the Purchaser to receive a copy of the aforementioned notices and warning clauses, then a copy of same as revised as necessary, shall be delivered to the Purchaser's address as provided for in this Agreement or to the Purchaser's solicitor and such delivery shall be deemed to constitute appropriate notification. Without limiting the generality of the foregoing, to the extent that any of the aforementioned notices and warning clauses are provided to the Purchaser by the Vendor after this Agreement has been made, such notices and warning clauses shall be deemed to have been included in this Agreement at the time that this Agreement has been made. The Purchaser acknowledges and agrees that any of the aforementioned notices and warning clauses may be registered on title to the Property, at the sole and absolute and unfettered discretion of the Owner. Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within dwellings, noise levels from increasing road traffic from nearby roadways may be of concern occasionally interfering with some activities of the dwelling occupants.

Purchasers / Tenants for all units with a single car garage:

"Purchasers/Tenants are advised that the City's parking by-law requires a minimum of two parking spaces. No more than one required parking space may be provided within the required front yard or required exterior side yard. Outside a private garage, parking is only permitted on a driveway"

"Purchasers/Tenants are advised that the City's zoning by-law restricts driveway widths, which may not allow two cars to park side by side."

"Purchasers/Tenants are advised that overnight street parking will not be permitted unless an overnight street parking system is implemented by the City."

"The certificate of occupancy issued by the municipality will document the building inspection history, including mandatory inspections which were not conducted."

#### **Grading Restrictions**

Purchasers / Tenants are advised and agree that the following clauses shall run with the Lands and shall benefit the lands and highways owned by The Corporation of the City of Markham adjacent to the Lands:

- (a) No owner of any part of the said lands shall alter or interfere with the grading and drainage levels and patterns as approved by the City with respect to the said lands and, without limiting the generality of the foregoing, no owner of any part of the said lands shall alter, fill, fence, stop up or allow to become clogged or fall into a state of disrepair, any rear or side yard drainage depression or swale, catchbasin or other drainage channel, facility or installation, as such alteration or other action as stated above may cause a failure of the drainage system in the area which will result in civil liability.
- (b) The owners of the lands will be responsible for the maintenance and repair of any retaining wall and fence, in perpetuity, whether wholly or partly located on the lands.
- (c) No owner of any part of the said lands shall construct, widen, remove or alter any curb cut within the road allowance of a City highway, or cause any such work to be done except with the approval of the City. In addition, no owner shall obstruct or encumber any highway in the City of Markham. Obstructions and encumbrances include, but are not limited to the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, and wooden or concrete driveway 'curbs'. All obstructions or encumbrances shall be removed by the owner upon receipt of notification from the City of Markham. If the request for removal is not complied with within the specified time, the director of operations may cause the same to be removed, and the owner shall be liable to the City for all costs incurred in the removal of the obstruction. The City may recover all expenses on the assessment rolls in the same manner as municipal taxes.

Purchasers / Tenant are advised as follows:

- (a) "Purchasers/tenants are advised that mail delivery will be from a designated community mailbox."
- (b) "the Developers/owners will be responsible for notifying the purchasers of the exact community mailbox locations prior to the closing of any home sale."

The Owner covenants and agrees that a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for blocks and lots adjacent to the Greenway System (including but not necessarily limited to Blocks 303, 314, 328 and lots 282 to 296 both inclusive and 298 to 302 both inclusive, which identifies the following:

"The owners are advised that the rear lot lines are adjacent to environmental protection lands, which form part of the greenway system. These lands are considered to be part of the publicly owned environmental protection area, which is intended to remain naturalized, and will not be manicured or actively maintained. A future public trail may be located within all or a part of this area. Private uses such as picnic, barbeque or garden areas, storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. Private rear yard gates are prohibited."

"Purchasers are advised that the City of Markham has required the developer to undertake and bear the cost of the following items:

- Street trees (trees planted in the City boulevard or in adjacent public lands) and trees planted on private property
- Fencing as required by the City
- Fencing at lanes (if specifically required by the City)
- Tree planting in rear yards adjoining the lanes (if specifically required by the City)
- Noise attenuation fencing as identified in the noise impact study
- Fencing of parks, walkways and stormwater management pond blocks
- Buffer planting for open space, walkway and stormwater management pond blocks and single loaded street allowances
- Decorative fencing as identified on landscape plans approved by the City.

The Developer has borne the cost of these items and the home purchaser is not required to reimburse this expense."

B – General -

Purchasers / Tenants for Lots Lot 1, 10,11, 30, 31, 58, 77 to 80 and 291 and Blocks 302, 303, 304 to 313, 314, 328 & 336 are advised as follows:

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the noise criteria of the ministry of the environment, conservation and parks and/or the municipality".

C – Acoustic Barrier

Purchasers / Tenants for Blocks 303 and 314 are advised as follows:

Purchasers / Tenants are advised that a Noise Barrier (Noise Fence or Bern + Noise Fence) is located inside the property line on the side and/or rear yard of this property and that it shall not be altered or removed. The Owner of this property is responsible the owner of this property is responsible to maintain that part of the noise barrier situate on this property to the satisfaction of the director of engineering. Any maintenance, repair or replacement required shall be done with the same material, standards, colour and appearance as the original".

E – Forced Air (with provision for AC)

Purchasers / Tenants for Lots Lot 1, 10,11, 30, 31, 58, 77 to 80 and 291 and Blocks 302, 303, 304 to 313, 314, 328 & 336 are advised as follows:

"This dwelling unit has been supplied with a Forced air heating and ducting etc. with the provision for adding central air conditioning system at the occupant's discretion. The air cooled condenser unit, if installed by the occupant, shall have an AHRI sound rating not exceeding 7.6 bels and shall comply with the City's noise by-law".

G- Proximity to Park

Purchasers / Tenants for Lots Lot 147 to 155, 188 to 194, 201, 205 to 208, 297, 330 to 335 and Blocks 302 & 336 are advised as follows: Purchasers/tenants are advised that due to the proximity of the future park/ parkette, sound levels from the park/ parkette may at times be audible."

"Purchasers and tenants are hereby put on notice that telephone and telecommunications facilities and services are authorized by the CRTC under the *Telecommunications Act*, and as such these services may be provided by telecommunication carriers other than the traditional carriers for such services. Purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs."

The Owner shall include the following Warning Clauses in all Agreements of Purchase and Sale for Lots 1 to 58, both inclusive, 167 to 170, 174 to 184 both inclusive, 187 to 192, both inclusive, 194 to 201, both inclusive 206 to 244, both inclusive, 248,250,254 to 271, both inclusive and 274 to 289 both inclusive, in the Subdivision:

- (a) "Purchasers / Tenants are advised that there is an infiltration trench within 1.5 m from the rear lot line in their property. The infiltration trench is intended for providing stormwater management for the lot."
- (b) "Purchasers /Tenants are further advised that no trees, shrubs, landscape features structures or buildings are permitted to be installed or constructed on/ over the infiltration trench."

"Purchasers / Tenants are further advised that the Purchasers /Tenants are responsible to periodically maintain the infiltration trench to ensure it is working for its intended purpose."

**SCHEDULE "C"**

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

exterior finish. The Purchaser hereby further acknowledges that any deck installed on the subject dwelling will be installed by the Purchaser, at its own expense, after closing, but only as allowed by Schedule "X" to this Agreement.

- (12) The Purchaser agrees to complete the herein transaction notwithstanding the existence on the Property of any retaining walls and catch basins required pursuant to any engineering drawings or otherwise deemed to be required by the Vendor, its architect or engineer whether or not the Purchaser was notified of same prior to entering this Agreement.

WEB COPY

**SCHEDULE "FT"**

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

**SCHEDULE "H"**

**GOODS AND SERVICES TAX and HARMONIZED SALES TAX**

The Vendor and the Purchaser covenant and agree as follows:

- (i.) (a) The Purchase Price includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinbefore and hereinafter collectively referred to as the "HST"), and that the Vendor shall remit the HST to Canada Revenue Agency ("CRA") on behalf of the Purchaser following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue in its Information Notice dated June 2009 – No. 2 (the "Ontario Circular") (collectively, the "Rebate") and further warrants and represents that the Purchaser is a natural person who is acquiring the Real Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date, the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Real Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST Transitional Housing Rebate referred to in the Ontario Circular (the "Transitional Rebate") in connection with the Purchaser's acquisition of the Real Property, save as otherwise may be hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims and interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors' request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively the "Rebate Forms"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any losses, costs, damages and/or liabilities (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:
- i. (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Closing Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
  - ii. (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;
- then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.
- (b) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras, upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of such extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Reduction"), then the Purchaser shall pay to the Vendor on the Closing Date the amount of the Reduction as determined by the Vendor in its sole and absolute discretion.

Berczy Homes Limited

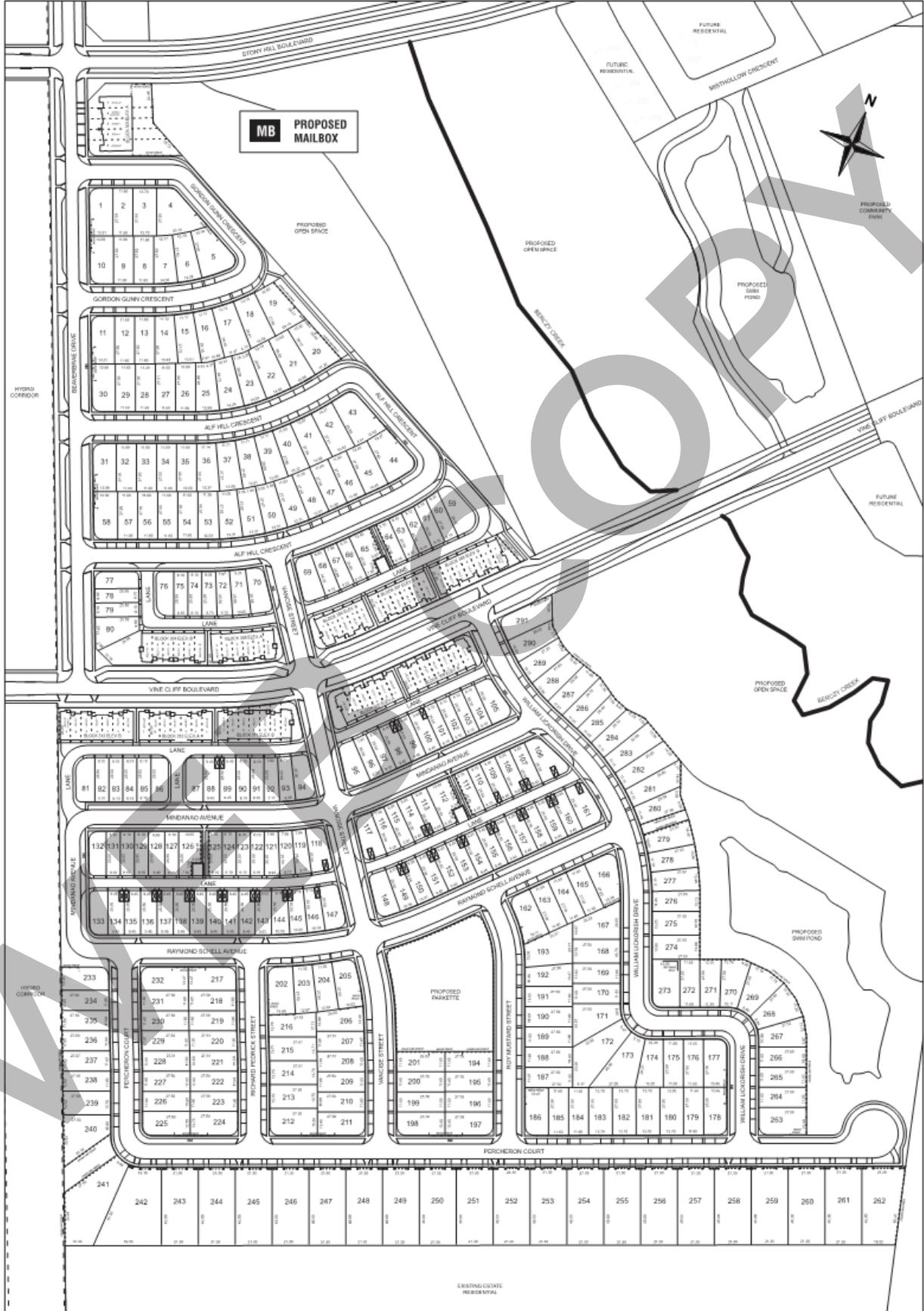
Purchaser Initials:

Purchaser Initials:

# UPPER EAST SIDE UNIONVILLE



## SCHEDULE 'S'



This is a preliminary site plan subject to Governmental approval. Dimensions & specifications are subject to change without notice. This Schedule "S" is solely intended to indicate the location of the property within the Plan of Subdivision and not to accurately represent dimensions and scale. For actual dimensions reference should be made to the property survey to be provided on or before closing. Proposed fencing and landscaping is artist's concept and are subject to change. The backing onto greenpace are subject to change and Purchaser acknowledge that trails may be added if not currently shown. E. & C.E. 04/24

Bercy Homes Limited

Purchaser Initials:

Purchaser Initials:

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

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

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

**SCHEDULE "N-C"  
NON-CANADIANS**

Purchaser: «BuyerFullName» , «CobuyerFullName1»

Property: «LotORSuiteORUnitNumber»

Vendor: Berczy Homes Limited

1. The Purchaser hereby covenants, warrants and represents to the Vendor that: the Purchaser has executed this Agreement of Purchase and Sale (and this Schedule) entirely voluntarily; the Purchaser has no obligation to execute this Agreement of Purchase and Sale (including this Schedule); the Purchaser has had the opportunity to obtain legal advice prior to executing this Agreement of Purchase and Sale (including this Schedule).
2. The Purchaser hereby covenants, warrants and represents to the Vendor that it is aware of, and understands, the provisions contained in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto (*Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto, as may be amended from time to time, are herein collectively referred to as the "PRPNC Act").
3. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the PRPNC Act, or if the Purchaser is a non-Canadian, that the Purchaser qualifies for an exception as set out in the PRPNC Act (an "Exception") from the prohibition as set out in the PRPNC Act (the "Prohibition").
4. If, on or before the Closing Date, the Purchaser is a Non-Canadian (and does not qualify for an Exception from the Prohibition), same shall constitute a breach under this Agreement of Purchase and Sale which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and retain the deposit monies and all other monies paid pursuant to this Agreement of Purchase and Sale as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.
5. The Purchaser hereby indemnifies and saves harmless the Vendor and all corporations and partnerships related, affiliated or associated therewith, and their respective directors, officers, partners, employees and agents, and their legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being a non-Canadian or not qualifying for an Exception from the Prohibition in accordance with the PRPNC Act or the Purchaser's breach of the terms hereof.
6. The Purchaser shall within ten (10) days of request by the Vendor provide such written evidence and confirmation as required by the Vendor from time to time that Purchaser is not a non-Canadian or that the Purchaser qualifies for an Exception to the Prohibition in accordance with the PRPNC Act.
7. On the Closing Date, the Purchaser shall cause the Purchaser's solicitor to deliver to the Vendor's solicitor such documentation as the Vendor may request to confirm that the covenants, warranties and representations contained herein were true and accurate as at the date the Purchaser executed this Agreement of Purchase and Sale (and this Schedule) and continued to be true and accurate up to and including the Closing Date.

**IF INDIVIDUAL(S)**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Signature of Purchaser

**IF CORPORATION:**  
Berczy Homes Limited

Per:  
Name: Lou Abbruzzese  
Title: Sales Manager

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

Berczy Homes Limited

Purchaser Initials:

Purchaser Initials:

DIRECTION FROM BUYER  
RE EXCLUDING OF CONDITIONS  
IN AGREEMENT OF PURCHASE AND SALE

I/We, «BuyerFullName», «CobuyerFullName1»

hereby acknowledge that I/we have been advised by Berczy Homes Limited and/or their representatives that there are potential risks and costs related to entering an Agreement of Purchase and Sale unconditionally upon one or more of the following:

1. Obtaining a mortgage pre-approval/commitment;
2. Lawyers review of the Agreement.

Berczy Homes Limited and/or their representatives did not exert any pressure on our decision to enter into an unconditional Agreement of Purchase and Sale and I/we shall not hold Berczy Homes Limited and/or their representatives liable in any way whatsoever.

Buyer

Buyer