

Condominium Form (Tentative Occupancy Date)

Property	Suite	Type
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Statement of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR	SILHOUETTE AURORA INC.
	Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the ____ day of _____, 20____.
Final Tentative Occupancy Date

or

the ____ day of _____, 20____.
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is:

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the **"Purchaser's Termination Period"**), which period, unless extended by mutual agreement, will end on:

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the *Addendum*).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this day of , 20 .

VENDOR: SILHOUETTE AURORA INC.

PURCHASER: _____

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Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	SILHOUETTE AURORA INC.				
	Full Name(s)				
	47825		51 Roysun Road, Unit 8		
	HCRA Licence Number		Address		
	905-264-0100		Vaughan	Ontario	L4L 8P9
	Phone		City	Province	Postal Code
	905-264-0009		colette@caliberhomes.ca and alisha@caliberhomes.ca		
	Fax		Email*		

PURCHASER	Full Name(s)				
	Address		City	Province	Postal Code
	Phone				
	Fax		Email*		

PROPERTY DESCRIPTION	15086 - 15094 - 15106 Yonge Street			
	Municipal Address			
	Aurora	Ontario	L4G 1M2	
	City	Province	Postal Code	
	Short Legal Description			
	FIRSTLY: PART LOTS 1 & 2, WEST SIDE YONGE STREET, PLAN 9, AURORA, LOT 51, PLAN 246, AURORA, PARTS 1 & 2 PLAN 65R38151;			

INFORMATION REGARDING THE PROPERTY SUBJECT TO AN EASEMENT OVER PART 2 PLAN 65R38151 AS IN B1948B; SECONDLY: LOT 52, PLAN 246, AURORA, PARTS 3 & 4 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 65R38151 AS IN R160971; TOWN OF AURORA (being PIN 03653-0262 (LT))

The Vendor confirms that:

(a) The Vendor has obtained Formal Zoning Approval for the Building.
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.

☒ Yes ☐ No

(b) Commencement of Construction: ☒ has occurred; or ☐ is expected to occur by the _____ day of _____, 20____.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note:** Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

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SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the “Firm Occupancy Date” for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

Purchaser	Vendor

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- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
 - (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

Purchaser	Vendor

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- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ☐ Yes ☒ No
- (d) If the answer in (c) above is “Yes”, then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed “Early Termination Conditions”:

Condition #1 (if applicable)
Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 ____.

Condition #2 (if applicable)
Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20 ____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

Purchaser	Vendor

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

Purchaser	Vendor

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- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the “Purchaser Occupancy Obligations”):
 - (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an “Occupancy Permit” means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor’s delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser’s monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs(a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

“**Building**” means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

“**Business Day**” means any day other than: Saturday; Sunday; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year’s Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

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not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

“**Closing**” means completion of the sale of the home, including transfer of title to the home to the Purchaser.

“**Commencement of Construction**” means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

“**Critical Dates**” means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser’s Termination Period.

“**Delayed Occupancy Date**” means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

“**Early Termination Conditions**” means the types of conditions listed in Schedule A.

“**Final Tentative Occupancy Date**” means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

“**Firm Occupancy Date**” means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

“**First Tentative Occupancy Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“**Formal Zoning Approval**” occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

“**Occupancy**” means the right to use or occupy the home in accordance with the Purchase Agreement.

“**Occupancy Date**” means the date the Purchaser is given Occupancy.

“**Outside Occupancy Date**” means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

“**Property**” or “**home**” means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

“**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

“**Roof Assembly Date**” means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

“**Statement of Critical Dates**” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

“**The ONHWP Act**” means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

“**Unavoidable Delay**” means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“**Unavoidable Delay Period**” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5

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Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

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SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
 - (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

“Approval” means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

“Approving Authority” means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

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SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

1. FIVE HUNDRED DOLLARS (\$500.00) plus HST as a fee for the delivery to the Purchaser by the Vendor of written evidence, in the form prescribed by the Act, of compliance with section 81(1), (4) and (5) of the Act (as per Subparagraph 4.01 (b) (iv) of Appendix "A" of the Purchase Agreement)
2. THREE HUNDRED DOLLARS (\$300.00) plus HST towards the cost of obtaining discharges or partial discharges for mortgages registered against title to the Unit (as per Subparagraph 4.01 (b) (v) of Appendix "A" of the Purchase Agreement)
3. FIVE HUNDRED DOLLARS (\$500.00) plus HST shall be charged to the Purchaser as an administration fee for any cheque delivered to the Vendor or its Solicitor and not accepted or honoured by their bank for any reason or with respect to which any additional attention is required from either the Vendor or its Solicitor beyond simply depositing the cheque on the date prescribed by the Purchase Agreement (such as a request by the Purchaser to delay depositing a cheque until after the date on which that instalment of the Deposit is due), which administration fee shall escalate at the rate of an additional One Hundred (\$100.00) Dollars per occurrence (as per Subparagraph 4.01 (b) (vii) of Appendix "A" of the Purchase Agreement)
4. SEVENTY-FIVE DOLLARS (\$75.00) plus HST shall be charged to the Purchaser per occurrence as an electronic money transfer fee to reimburse the Vendor's solicitors for its administration of processing transfers of funds through the LVTS or any other electronic money transfer system acceptable to the Vendor (at the Vendor's sole discretion) in accordance with or as may be required by the terms of the Purchase Agreement (as per Subparagraph 4.01 (b) (viii) of Appendix "A" of the Purchase Agreement)
5. SEVENTY-FIVE DOLLARS (\$75.00) plus HST shall be charged to the Purchaser per occurrence as a direct deposit fee to reimburse the Vendor's solicitors for its administration of processing direct deposits, to the extent same are permitted in accordance with Section 6.04 (d) of the Purchase Agreement. All direct deposits shall be made strictly in accordance with the Vendor's solicitors direct deposit form, which may be amended by the Vendor's solicitor from time to time (as per Subparagraph 4.01 (b) (ix) of Appendix "A" of the Purchase Agreement)
6. In the event that the Purchaser requests: (i) an extension of the Occupancy Date or the Closing Date and the Vendor consents to such extension (which consent may be arbitrarily and unreasonably withheld by the Vendor); (ii) a change to the name or names or manner in which the Purchaser has previously requested to take title to the Unit (which consent may be arbitrarily and unreasonably withheld); (iii) that a deposit cheque in the possession of the Vendor or the Escrow Agent be: (1) exchanged for a replacement cheque; or (2) deposited on a later date than the date indicated on the face of said cheque, and the Vendor consents to same (which consent may be arbitrarily and unreasonably withheld); or (iv) a change to any other information provided to the Vendor or its solicitor or to any other occupancy or final closing documentation prepared by the Vendor's solicitor (whether or not delivered to the Purchaser or the Purchaser's solicitor), then the Purchaser shall pay to the Vendor the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST, per occurrence, as an administrative charge, for each such requested change and pay to the Vendor's solicitor the sum of FIVE HUNDRED DOLLARS (\$500.00) plus HST, per occurrence, as its legal fee for implementing such changes (as per Subparagraph 4.01 (e) of Appendix "A" of the Purchase Agreement)
7. The Purchaser shall advise the Vendor of any changes in any of the Purchaser's mailing address, telephone number or electronic mail (i.e. e-mail) address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged an administration fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST, per occurrence, and shall also pay the Vendor's Solicitor's legal fees in the sum of FIVE HUNDRED DOLLARS (\$500.00) plus HST, per occurrence (as per Subparagraph 4.01 (f) of Appendix "A" of the Purchase Agreement)
8. Where documentation required to be delivered by the Purchaser to the Vendor is executed by a third party who is not a party to the Purchase Agreement, the Purchaser shall further pay to the Vendor's solicitor the sum of FIVE HUNDRED DOLLARS (\$500.00) plus HST, per occurrence, to be adjusted on the statement of adjustments, as the Vendor's solicitors legal fee for reviewing all documentation delivered that relates to the use of a power of attorney for this transaction (as per Subparagraph 5.02 (b) of Appendix "A" of the Purchase Agreement)
9. Where documentation required to be delivered by the Purchaser to the Vendor is executed by an executor, executrix, trustee or estate trustee, then the estate of the Purchaser shall further pay to the Vendor's solicitor the sum of FIVE HUNDRED DOLLARS (\$500.00) plus HST, per occurrence, to be adjusted on the statement of adjustments, as the Vendor's solicitor's legal fee for reviewing all documentation delivered that relates to the certificate of appointment of estate trustee and the use of the certificate of appointment of estate trustee in connection with the within transaction (as per Subparagraph 5.02 (c) of Appendix "A" of the Purchase Agreement)
10. Where documentation required to be delivered by the Purchaser to the Vendor is executed by a corporation, the Purchaser shall pay to the Vendor's solicitor the sum of FIVE HUNDRED DOLLARS (\$500.00) plus HST, per corporation occurrence, to be adjusted on the statement of adjustments, as its legal fee for reviewing all documentation delivered that relates to the Purchaser corporation (as per Subparagraph 5.02 (d) (G) of Appendix "A" of the Purchase Agreement)
11. TWO HUNDRED FIFTY DOLLARS (\$250.00) plus HST and applicable disbursements shall be charged as a release fee for any Vendor's Lien registered (as per Subparagraph 10.03 of Appendix "A" of the Purchase Agreement)

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PART II All Other Adjustments - to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

1. Realty taxes (including local improvement charges, if any), assessment rates, unused Occupancy Fees for the period prior to Closing, hydro, water and gas rates, fuel, estimated common expenses, mortgage interest and insurance premiums, except insofar as the same are included in Common Expenses, shall be apportioned and allowed to the Closing Date, with that date itself apportioned to the Purchaser (as per Subparagraph 4.01 (a) of Appendix "A" of the Purchase Agreement)
2. An amount to reimburse the Vendor for the cost of enrolling the Unit under the *ONHWP*A (as per Subparagraph 4.01 (b) (i) of Appendix "A" of the Purchase Agreement)
3. An amount to reimburse the Vendor for the cost of the HCRA Regulatory Oversight Fee (as per Subparagraph 4.01 (b) (ii) of Appendix "A" of the Purchase Agreement)
4. An amount to reimburse the Vendor for the cost of the Law Society of Ontario real estate transaction levy surcharge (as per Subparagraph 4.01 (b) (iii) of Appendix "A" of the Purchase Agreement)
5. The maximum amount permitted under the Act on the Closing Date that may be charged as a fee for the preparation and delivery to the Purchaser by the Vendor of a status certificate under the Act (as per Subparagraph 4.01 (b) (vi) of Appendix "A" of the Purchase Agreement)
6. A payment of two (2) months of common expenses attributable to the Unit (including any parking type unit), to be paid to the Corporation as a contribution towards the operation of the Condominium and this payment is in addition to any payment of Common Expenses required to be paid by the Purchaser from and after the Closing Date (as per Subparagraph 4.01 (b) (x) of Appendix "A" of the Purchase Agreement)
7. Any amounts which remain unpaid or owing to the Vendor on account of chattels and/or upgrades and/or extras and/or changes ordered or requested by the Purchaser (as per Subparagraph 4.01 (b) (xi) and paragraph 14.02 of Appendix "A" of the Purchase Agreement)
8. Any other additional or further adjustments agreed to in writing between the Vendor and Purchaser concurrent with or subsequent to the execution of the Purchase Agreement (as per Subparagraph 4.01 (b) (xii) of Appendix "A" of the Purchase Agreement)
9. In the event that the Vendor, as a pre-requisite to the procurement and provision of continuous utility service(s) to the Real Property is required to pay or provide the local public utility authority or any other service provider (for hydro, gas and/or water) with cash security or a letter of credit (collectively defined as the "Utility Security Charge" in the Purchase Agreement), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Charge from the Purchaser, by charging the Purchaser in the statement of adjustments with that portion of the Utility Security Charge multiplied by the Percentage Contribution to Common Expenses for the Unit (as per Subparagraph 4.01 (c) (i) of Appendix "A" of the Purchase Agreement)
10. In the event the Unit includes one or more Rental System, the Purchaser shall pay the monthly rental/lease, delivery, administrative and other charges and fees charged by such Service Provider with respect to the Rental Systems from and after the Occupancy Date and all deposits and security required by the Service Provider (as per Subparagraph 4.01 (c) (ii) of Appendix "A" of the Purchase Agreement)
11. If the Unit is separately metered for hydro/electricity, water and/or gas/thermal consumption, then the Purchaser shall pay and be solely responsible for all such metered utilities, from and after the Occupancy Date and pay any security deposit or other monies required by said Service Provider, all as directed by the Vendor (as per Subparagraph 4.01 (c) (iii) of Appendix "A" of the Purchase Agreement)
12. The Vendor shall be entitled to a reimbursement of: (A) any water meter and water check/sub meter (sometimes referred to as a smart meter) costs, installation and connection charges, gas/thermal meter and gas/thermal check/sub meter (sometimes referred to as a smart meter) costs, installation and connection charges and hydro meter and hydro check/sub meter (sometimes referred to as a smart meter) costs, installation and connection charges, all on a per meter and per check/sub meter basis; and (B) a proportionate share of all electricity, gas, water, thermal energy, sanitary, drain, storm and sewer infrastructure, connection and energization costs (or security relating thereto) or imposts paid by the Vendor to or deposited by the Vendor with the Municipality or utility service provider which shall be calculated by multiplying said charges by the Percentage Contribution to Common Expenses or equally to each dwelling unit (in the Vendor's sole discretion) and by charging the Purchaser in the statement of adjustments with that portion of such charges (as per Subparagraph 4.01 (c) (iv) of Appendix "A" of the Purchase Agreement)
13. The Vendor shall be entitled to any rebates issued or paid for any rental or leased equipment (including the Rental Systems) for the Real Property or the Unit and any chattels or fixtures by any governmental authority (as per Subparagraph 4.01 (c) (vi) of Appendix "A" of the Purchase Agreement)
14. The Purchaser has been advised that the Vendor may receive a Service Provider Rebate from any one or more of the applicable Service Providers which Service Provider Rebate is and shall be the sole and absolute property of the Vendor. The Purchaser agrees to execute any form of acknowledgement, direction, consent or assignment required by the Vendor in order to evidence the Vendor's entitlement to any such Service Provider Rebate. The Vendor shall also be permitted to receive a credit on the statement of adjustments for any Service Provider Rebate issued or paid at the Vendor's sole discretion and the Vendor may also estimate the amount of the Service Provider Rebate (as per Subparagraph 4.01 (c) (vii) of Appendix "A" of the Purchase Agreement)

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15. The Purchaser shall pay and/or reimburse the Vendor the amount of any: (i) payment made, and the value of any lands conveyed by the Vendor to the Municipality or any other governmental authority or utility pursuant to any agreement or charges imposed pursuant to Section 37 or Section 37.1 of the *Planning Act* (Ontario) and the value of any park levy, payment in lieu of parkland dedication and public art payment, the value of all such payments, charges and transfers to be on a proportionate basis calculated by multiplying the payment amount by the Percentage Contribution to Common Expenses for the Unit; and (ii) increases (direct or indirect) in the Charges arising from and after the 1st day of September, 2021 and the amount of any new or additional Charges from and after the 1st day of September, 2021 that are paid, assessed against or attributable to the Real Property as a whole or the Unit individually (notwithstanding that such increase in the Charges or such new or additional Charges may be levied or paid prior to the year of the Closing Date or that any increases or any new or additional Charges arise after the date of the Purchaser Agreement) and if the increase in the Charges or such new or additional Charges, as applicable, are assessed against the Real Property as a whole and not against the Unit individually, then the Vendor shall be entitled to a proportionate reimbursement on the statement of adjustments which is equal to the Percentage Contribution to Common Expenses multiplied by the amount of such increases (direct or indirect) in the Charges and multiplied by any new or additional Charges, unless the increase in the Charges, or the new or additional Charges are on a per Unit basis, in which event the Purchaser shall pay the increase in the Charges and new or additional Charges on a per Unit basis (as per Subparagraph 4.01 (d) (i) and (ii) of Appendix "A" of the Purchase Agreement)
16. In the event the Purchaser requests an extension of the Occupancy Date or Closing Date and the Vendor consents to same (which consent may be arbitrarily and unreasonably withheld), then the Purchaser shall pay to the Vendor such fee plus HST as required by the Vendor at the Vendor's sole discretion (in addition to any administrative charges set out in subparagraph 4.01 (e)) (as per Subparagraph 4.01 (e) (i) of Appendix "A" of the Purchase Agreement)
17. The Purchaser shall pay in full and in advance prior to the time of execution of any amendment or assignment in respect to those items set out in subparagraph 4.01 (e) of Appendix "A" of the Purchase Agreement, the Vendor's standard fee for the preparation and administration of such amendment or assignment, as well as the Vendor's solicitor's legal fee (estimated to be Two Thousand Dollars (\$2,000.00)), HST and disbursement for the preparation and administration of the amendment or assignment. All such fees are in addition to the fees set out elsewhere in paragraph 4 (e) and will be the standard fees as established at the time of execution of the amendment or assignment and not at any standard fee that exists at the time of execution of the Purchase Agreement. If the Vendor has consented in writing for the aforesaid fees to be paid in full or in part on Closing then the Vendor shall be permitted to adjust for same on the statement of adjustments (as per Subparagraph 4.01 (e) of Appendix "A" of the Purchase Agreement)
18. The Purchaser shall pay to the Vendor's solicitor such reasonable fee as required on account of the Purchaser's solicitor utilizing the Vendor's solicitor's (or agent's) computer facilities (as per Subparagraph 6.04 (c) of Appendix "A" of the Purchase Agreement)
19. The Purchaser has indemnified and held harmless the Vendor from and against all losses (including but not limited to legal fees on a full indemnity scale), expenses, actions, suits, causes of action, proceedings, damages and liabilities, incurred and/or suffered by the Vendor as a result of the Purchaser's default (as per Subparagraph 8.03 of Appendix "A" of the Purchase Agreement)
20. In the event the Purchaser fails to make payment as and when required pursuant to the terms of the Purchase Agreement, in addition to any other rights of the vendor, pursuant to the Purchase Agreement or at law, the amount required to be paid shall bear interest at that interest rate which is the greater of 18% per annum and that rate equal to 10% per annum above the Prime Rate, calculated from the due date to the date of payment (as per Subparagraph 8.06 of Appendix "A" of the Purchase Agreement)
21. If the Vendor incurs any costs and expenses pursuant to the Purchase Agreement as a result of a breach or default of the Purchaser pursuant to the terms of the Purchase Agreement or as a result of an indemnity given by the Purchaser in favour of the Vendor, such costs and expenses shall be paid to the Vendor, as hereinafter set out, together with an administrative fee of fifteen percent (15%) of the total of such costs and expenses (as per Subparagraph 8.06 of Appendix "A" of the Purchase Agreement)
22. The Purchaser has indemnified and held harmless the Vendor from and against all losses, costs (including legal fees on a full indemnity scale), expenses, actions, suits, causes of action, proceedings, damages and liabilities incurred and/or suffered as a result of the Purchaser's default (as per Subparagraph 8.07 of Appendix "A" of the Purchase Agreement)
23. The Occupancy Fee shall be calculated by the Vendor in accordance with the provisions of the Act and may be revised by the Vendor, from time to time, and at any time or times, based on revised estimates of the items which may lawfully be taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee or the unpaid balance thereof forthwith upon demand from the Vendor, and such unpaid balance may be reflected in the statement of adjustments on Closing (as per Subparagraph 9.01 (a) (ii) of Appendix "A" of the Purchase Agreement)
24. To the extent same has not previously been paid in part or in full, the Purchaser shall pay to the Vendor the sum stipulated to be paid on the Occupancy Date in paragraph 1.02 (as per Subparagraph 9.01 (b) (i) of Appendix "A" of the Purchase Agreement)
25. A reimbursement to the Vendor of HST for any chattels included in the Purchase Price (see Subparagraph 9.01 (b) (iv) of Appendix "A" of the Purchase Agreement)
26. To the extent same has not been previously paid, all utilities, including without limitation, hydro-electric, heating costs, water charges, telephone expenses, cable t.v. charges and other charges and expenses billed or intended to be billed directly to the Purchaser as owner of the Unit by the supplier of such services, attributable to the Unit (as per Subparagraph 9.01 (c) (v) (A) of Appendix "A" of the Purchase Agreement)

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27. Notwithstanding any other terms, covenants and conditions contained in the Purchase Agreement, the Purchaser shall protect, indemnify and hold the Vendor harmless from and against any and all loss (including loss of all occupancy payments payable by the Purchaser pursuant to the Purchase Agreement), claims, actions, damages, liability and expense in connection with loss of life, personal injury, damaged property or any other loss or injury whatsoever arising from or out of the Purchase Agreement, or any occurrence in, upon or at the Real Property, or the Unit, or the occupancy or use by the Purchaser of the Real Property or any part thereof or the Unit, or occasioned wholly or in part by any act or omission of the Purchaser or by anyone permitted to be on the Real Property or the Unit, by the Purchaser, even if the Vendor or any of its servants, agents, employees, invitees or others for whom it is in law responsible has acted negligently. If the Vendor shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then the Purchaser shall protect, indemnify and hold the Vendor harmless and shall pay all costs, expenses and reasonable legal fees and disbursements incurred or paid by the Vendor in connection with such litigation (as per Subparagraph 9.01 (c) (vi) (B) of Appendix “A” of the Purchase Agreement)
28. If the Purchaser fails to give up vacant possession forthwith upon revocation of the occupancy, as provided subparagraph 9.01 (c) (viii) of Appendix “A” of the Purchase Agreement, and the Vendor is required to obtain a court order terminating the Purchaser’s occupancy of the Unit, the Purchaser shall reimburse the Vendor for all costs and legal fees (on a full indemnity scale) as the Vendor may incur in so doing (as per Subparagraph 9.01 (c) (viii) of Appendix “A” of the Purchase Agreement)
29. The Purchaser covenants and agrees to forthwith pay all costs in relation to any vendor’s lien of the Vendor including, without limitation, the Vendor’s solicitors’ legal fees on a full indemnity scale and disbursement and the cost to register the said vendor’s lien on title to the Unit. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser’s expense) a release of the vendor’s lien after such unpaid purchase monies or adjustments or claims provided for in the Purchase Agreement, as applicable, together with the interest thereon as provided for in the Purchase Agreement have been received by the Vendor (as per Subparagraph 10.03 of Appendix “A” of the Purchase Agreement)
30. In the event of any unauthorized registrations on title to the Real Property, the Purchaser shall pay all costs and expenses in relation thereto including, without limitation, the Vendor’s solicitors’ legal fees on a full indemnity scale and disbursement and any registration costs incurred by the Vendor to have such unauthorized registration removed, released and deleted from title to the Real Property or the Unit (as per Subparagraph 11.01 (a) of Appendix “A” of the Purchase Agreement)
31. The Purchaser shall pay to the Vendor the costs and expenses thereof plus a fifteen percent (15%) administration fee to remove, correct or remedy any unauthorized work by the Purchaser prior to the Occupancy Date (as per Subparagraph 11.01 (b) (i) of Appendix “A” of the Purchase Agreement)
32. For any permitted assignment agreement entered into with the Vendor, the Purchaser is to pay forthwith on demand the Vendor’s administration fees as established by the Vendor at the Vendor’s sole discretion and which administration fees are subject to periodic change from time to time plus HST and the Vendor’s solicitor’s legal fees (estimated to be Two Thousand Dollars (\$2,000.00)) plus disbursements and HST in connection with the preparation and approval of the assignment and assumption agreement (as per Subparagraph 11.01 (c) of Appendix “A” of the Purchase Agreement)
33. If the Purchaser’s failure to occupy the Unit immediately upon the Occupancy Date results in the failure by the Vendor to obtain the full HST Rebate, the Purchaser will forthwith, upon demand, pay to the Vendor the amount of the HST Rebate not so obtained (as per Subparagraph 11.01 (d) (i) (B) of Appendix “A” of the Purchase Agreement)
34. If the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, the Vendor shall be entitled to withhold and remit to Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of the deposits paid pursuant to the Purchase Agreement (as per Subparagraph 17.04 of Appendix “A” of the Purchase Agreement)
35. The Purchaser to pay and be responsible to the complete exoneration of the Vendor for all other taxes (including any NRST, if applicable, or any increase in the federal component of the HST beyond 5% or any increase in the provincial component of the HST beyond 8% or any increase in any combined rate of 13%) imposed on the Unit or the purchase of the Unit, by the federal, provincial or municipal government, or otherwise by statute, regulation or by-law whether or not the legislation imposing such tax places the responsibility for payment thereof onto the Vendor and the Vendor shall be allowed to charge the Purchaser as an adjustment with the estimated amount of any such tax notwithstanding that such tax may not have been formally or finally levied and payable with such tax adjustment being subject to readjustment, if necessary (as per Subparagraph 17.08 (a) (i) (C) of Appendix “A” of the Purchase Agreement)
36. In the event that the Purchaser is not eligible for the HST Rebate or any part thereof, (whether determined before, on or after the Closing and notwithstanding that the price of the Unit would qualify for a rebate) pursuant to the provisions of the ETA, then the Purchaser shall forthwith upon demand pay to the Vendor a sum equal to the HST Rebate (plus HST) that would have otherwise been applicable to the Unit, and the Purchaser shall not be credited with the HST Rebate (as per Subparagraph 17.08 (b) (iv) of Appendix “A” of the Purchase Agreement)
37. The Purchaser has indemnified and saved harmless the Vendor and Rebate Recipient from and against all costs, expenses, actions, suits, causes of action, proceedings, damages and liabilities, which the Vendor may sustain or incur, including, without limiting the generality of the foregoing, any penalty, fine, interest, other charge, payment or expense whatsoever, which the Vendor or Rebate Recipient may sustain, suffer or incur as a result of any breach by the Purchaser of the Purchaser’s representation and warranty that the Purchaser qualifies for the HST Rebate (as per Subparagraph 17.08 (b) (v) of Appendix “A” of the Purchase Agreement)

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38. Notwithstanding anything contained to the contrary in the Purchase Agreement, the Vendor in its sole discretion may require that the Purchaser apply directly to Canada Revenue Agency for the HST Rebate after the Closing Date and in such event, the Purchaser shall pay to the Vendor in accordance with the terms of the Purchase Agreement, the amount of the HST Rebate (plus HST) in addition to the Purchase Price and the HST Rebate shall not be assigned by the Purchaser to the Vendor on Closing and shall not be credited by the Vendor to the Purchaser on the statement of adjustments (as per Subparagraph 17.08 (b) (vi) of Appendix “A” of the Purchase Agreement)
39. 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 the Purchase Agreement or any extras, change orders or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in the Purchase Agreement and the Purchaser covenants and agrees to pay such HST to the Vendor as so directed by the Vendor (as per Subparagraph 17.08 (c) of Appendix “A” of the Purchase Agreement)

Purchaser	Vendor