

**SCHEDULE “X”**

**LEGAL TERMS AND PROVISIONS**

- 1.
- a. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the “**Dwelling**”) of the type hereinbefore indicated. If, for any reason except the Vendor’s wilful neglect, the Dwelling is not completed, utility services are not operative, 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 reasonable extension or extensions of time for completion of the foregoing as may be required by the Vendor, and permitted by the *Ontario New Home Warranties Plan Act* and the relevant regulations enacted thereunder, and the Closing Date shall be extended accordingly. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor, and the Purchaser agrees to close this transaction, without holdback of any part of the Purchase Price, on the Vendor’s undertaking given pursuant to Paragraph 1(b) 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 Lien Act, and not to claim any lien holdback on closing. If there are any such liens registered against title to the Property on closing, then the Closing Date shall be extended for such period of time as is designated by the Vendor, not to exceed ten (10) days, to allow the Vendor an opportunity to have any such liens removed from title.
- b. The Vendor agrees to make available, and the Purchaser agrees to meet, a representative of the Vendor during the seven (7) day working period immediately prior to the Closing Date to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of Paragraph 1(a) hereof. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor. The Purchaser agrees to comply with all regulations under the *Occupational Health & Safety Act*, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor. The Purchaser further agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser is to arrange the inspection with a representative of the Vendor and is to give the representative of the Vendor at least three (3) days’ prior notice of the said inspection. In the event of any items remaining uncompleted, at the time of such inspection, only such uncompleted items shall be listed by the Vendor on the form of Certificate of Completion and Possession required to be completed pursuant to the provisions of the TARION NEW HOME WARRANTY, which the Purchaser covenants to execute and which Certificate of Completion and Possession shall constitute the Vendor’s only undertaking to complete the said uncompleted items and the dwelling. The Purchaser agrees that such uncompleted items as are included in the Certificate of Completion and Possession represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession. The Vendor shall complete such items as are contained in the Certificate of Completion and Possession within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The warranties given under the *Ontario New Home Warranties Plan Act*, as amended, replace any warranties at law or otherwise. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the said Certificate of Completion and Possession. In the event the Purchaser has omitted to execute the Certificate of Completion and Possession prior to the Closing Date, the Vendor shall have the right to extend the Closing Date for a further period of seven (7) days by notice in writing delivered to or mailed to the Purchaser or to his solicitor and, in the event the Purchaser has not completed an inspection and executed a Certificate of Completion and Possession prior to the extended Closing Date as aforesaid, this Agreement shall, at the Vendor’s sole option, be at an end and the Purchaser agrees that the deposit monies paid by the Purchaser and monies paid for extras hereunder shall be forfeited to the Vendor in addition to and without prejudice to any other remedy available to the Vendor arising out of such default. Prior to closing, the Purchaser shall not be entitled to do or cause

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to be done any work, installation, improvement or alteration to the Dwelling on the Property, in default of which, the Vendor shall have the right to charge the Purchaser on closing, for all costs and expenses incurred by the Vendor in removing or rectifying all work done by the Purchaser, in such amounts as determined by the Vendor in its sole discretion, and without prejudice to any other remedy available to the Vendor arising out of such default.

- c. The Purchaser acknowledges that the Homeowner Information Package as defined in Tarion Bulletin 42 (the “**HIP**”) is available from Tarion and that the Vendor further agrees to provide the HIP to the Purchaser or the Purchaser’s designate, at or before the PDI. The Purchaser, or the Purchaser’s designate agrees to execute and provide to the Vendor the Confirmation of Receipt of the HIP forthwith upon receipt of the HIP.
- d. In the event the Purchaser and/or the Purchaser’s designate fails to execute the Confirmation of Receipt of the HIP forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law.
- e. Unless specifically agreed to by the Vendor in writing, no work shall be done by, or for the Purchaser in or to the Dwelling prior to the date of Closing (“**Unauthorized Work**”). The Purchaser acknowledges that a breach of this condition constitutes a trespass and entitles the Vendor, at its sole option, to take any of the following actions: (i) declare this Agreement to be at an end whereby the Purchaser’s deposit shall be forfeited to the Vendor; (ii) finish the Dwelling Unit to the extent possible, as determined by the Vendor in its sole discretion, without regard to possible damage to the Unauthorized Work and without incurring an additional expense as a result of the Unauthorized Work; (iii) remove and/or repair the Unauthorized Work, and any other portion of the Dwelling Unit thereby affected, and to receive compensation therefore as an adjustment on the date of Closing in an amount to be determined by the Vendor in its sole discretion. Further, the Purchaser acknowledges that the Vendor’s warranty of workmanship is rendered invalid insofar as it relates to matters affected by the Unauthorized Work.

2. Adjustments

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus Applicable Taxes) which shall include, without limiting the generality of the foregoing, the following:

- a. contribution towards the common expenses and any adjustment of Occupancy Fees as of the Unit Transfer Date, if applicable;
  - i. any other prepaid or current expense, such as gas, electricity, fuel, water, heating and cooling which shall be adjusted by attributing to the Purchaser’s unit its share of such expenses, as determined by its proportionate contribution to the common expenses or which are assessed against the Unit directly, and any charges paid by the Vendor to a utility which is attributable to the Unit and/or the Condominium, including, without limitation, any charges and deposits (which shall be adjusted equally among the residential units) for the connection or energization (which may include infrastructure or other costs for the provision of any of the following) of any water, sewage, gas, electricity, heating and cooling services to the Unit and/or Condominium, or the installation of a meter for same and the cost of such meters, notwithstanding that the Purchaser shall not own such meter, unless such charges are included in common expenses;
  - ii. The Purchaser shall pay a fee of \$1,100.00 plus HST for gas meter;
  - iii. The Purchaser shall pay a fee of \$1,100.00 plus HST for hydro meter;
  - iv. The Purchaser shall pay a fee of \$1,100.00 plus HST for water meter;
- b. the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Ontario of \$100.00 plus Applicable Taxes;

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- c. if the Purchaser is not a resident of Canada for the purposes of the *Income Tax Act*, Canada (the “**ITA**”), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- d. the charge with respect to the provision of the status certificate being \$100.00 plus HST;
- e. an Electronic Registration System (“**E-Reg**”) surcharge of Two Hundred and Seventy-Five (\$275.00) Dollars;
- f. any increase after the date of execution of this Agreement by the Purchaser of any levy, payment, contribution, charge, fee or assessment, including without limitation, any park levies, development charges, education development charges, cash in lieu of parkland dedication payments, public art contributions and/or impost charges (collectively, the “**Existing Levy**”) required, assessed, charged or imposed as of that date by the Municipality, a regional municipality, a transit authority, a public or separate school board or any other authority having jurisdiction under the *Development Charges Act*, the *Education Act*, the *Planning Act* and any other existing or new legislation, bylaw and/or policy of a similar nature and/or if any of the aforesaid authorities require, assess, charge or impose a new or any other levy, payment, contribution, charge, fee or assessment (collectively referred to as the “**New Levy**”) under the *Development Charges Act*, the *Education Act*, the *Planning Act* and any other existing or new legislation, bylaw and/or policy of a similar nature after the date of execution of this Agreement by the Purchaser then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment to the Unit Transfer Date plus Applicable Taxes exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assess against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to reimbursement for the foregoing to a maximum amount of Fifteen Thousand Dollars (\$15,000.00);
- g. 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 Piece for the Unit by wire transfer and a \$375.00, plus Applicable Taxes, administrative fee for 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. 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 for wire transfer or \$375.00 for direct deposit, plus Applicable Taxes, as an administrative fee per occurrence;
- h. a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each deposit cheque in the possession of the Vendor’s solicitors that the Vendor permits to be: (i) exchanged for replacement cheque or (ii) deposited on a later date than the date indicted on the face of said cheque;
- i. a refundable security deposit in the sum of \$2,500.00 plus HST to secure that the Purchaser’s comply with the Purchaser’s obligation set out in the Agreement which shall be released after assumption of the Subdivision by the Municipality;
- j. The Purchaser(s) shall pay a fee of \$150.00 plus HST as an administration fee for the HCRA;
- k. The Purchaser(s) shall pay a fee of \$750.00 plus HST for any or each solicitor change;
- l. The Purchaser(s) shall pay a fee of \$500.00 plus HST for tree planting, as applicable;
- m. The Purchaser(s) shall pay a fee of \$325.00 plus HST for the Statement of Adjustments and for each amendment thereto;
- n. The Purchaser covenants and agrees to reimburse the Vendor on closing for the enrolment fee paid by the Vendor for the Dwelling Unit under the *Ontario New Home Warranties Plan Act*. After execution of this Agreement, the Purchaser shall also pay an administration fee of Two Hundred Fifty Dollar (\$250.00) for each requested amendment to this Agreement or any of the Vendor’s standard form transaction

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documents requested by or on behalf of the Purchaser and for the Real Estate Transaction Levy Surcharge charged by the Law Society of Ontario at the time of giving the transfer to the Purchaser. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to approve any such request;

- o. A Two Hundred Fifty Dollar (\$250.00) administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned N.S.F. or upon which a “stop payment” has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively “returned cheque”) and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each returned cheque and shall be paid on the Closing Date;

- p. Amendments Subsequent to Agreement

In the event that the Purchaser requires or requests an Amendment to the Agreement of Purchase and Sale, such request must be submitted in writing by the Purchaser’s solicitor for consideration by the Vendor, which consent may be arbitrarily withheld, and at a cost to the Purchaser of:

- i. Amendment to the Agreement – One Thousand Five Hundred (\$1,500.00) Dollars, plus HST; and
  - ii. Amendment for additional purchaser for purposes of obtaining financing for the purchase of the property - One Thousand Five Hundred (\$1,500.00) Dollars, plus HST.
- q. if applicable, a non-refundable driveway fee of One Thousand Three Hundred Dollars (\$1,300.00) plus applicable taxes shall be charged for a single car garage and One Thousand Six Hundred Fifty Dollars (\$1,650.00) plus applicable taxes for a double car garage, adjusted on the Closing Date for the driveway and apron to be paved in a two (2) step process with basecoat paving. The Vendor is not responsible for repairing any tire marks and future settlement after the second (2nd) coat. The Purchaser is hereby advised that the asphalt will be installed in two (2) coats where permitted by the Municipality, some municipalities require both coats to be installed at one (1) time, and driveways will be installed as per municipal engineering standards. The Purchaser shall pay for the topcoat whether it is installed at one (1) time with the basecoat or on a separate occasion as the basecoat; and
- r. if applicable, an administration fee and legal fee plus applicable taxes shall be charged to the Purchaser for any documentation prepared by the Vendor, or the Vendor’s solicitors, which is replaced or re-issued to the Purchaser or his/her solicitor due to the loss of said documentation by the Purchaser or it’s solicitor, due to the change or amendment of any information provided by the Purchaser or his/her solicitor to the Vendor, or its solicitor, or due to the provisions of any incorrect information by the Purchaser or his/her solicitor to the Vendor, or its solicitor; and
- s. The Purchaser covenants and agrees that he/she/they 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 unless this transaction is not completed due only to the Vendor's default. Notwithstanding anything herein 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 shall, in its sole, absolute and unfettered discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser, upon closing, that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor’s liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to

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aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.

- t. An increase in Purchase Price for a walkout: in the sum of Ten Thousand Dollars (\$10,000.00) plus applicable taxes for a town home or semi-detached home, if applicable;
- u. Default
  - i. In case of default or breach of this Agreement by the Purchaser, then all monies paid hereunder (including any deposit monies paid, or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest thereon and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Dwelling or Real Property, shall be forfeited to the Vendor as liquidated damages and not as a penalty in addition to (and without prejudice to) any other right, cause of action or remedy to which the Vendor may be entitled at law or in equity. The Purchaser agrees that the Vendor shall not be required to provide it suffered any damages in order to retain the aforesaid forfeited monies. If applicable, the Vendor shall nevertheless remain entitled to claim such further and other damages from the Purchaser in addition to any monies forfeited to the Vendor. In the event the Purchaser fails to make payment as and when required hereby, the payment amount shall bear interest at the Stipulated Rate of Interest, as defined in this Agreement, calculated from the due date to the day of payment.

Without limiting the generality thereof, the Purchaser shall be in material default pursuant to the provisions of this Agreement in each and every of the following events, namely:

- (a) Upon **five (5)** days default in payment after the date on which all or any portion of the Purchase Price or any other sum owing hereunder is due; or
- (b) Upon breach in the performance or observance of any of the covenants, restrictions, stipulations or provisions to be performed or observed by the Purchaser and upon such breach not being cured within a reasonable time as determined by the Vendor in its sole, absolute and unfettered discretion from delivery of written notice thereof by the Vendor; or
- (c) Upon the Purchaser becoming bankrupt or insolvent, or making a general assignment for the benefit of creditors, or upon the interest of the Purchaser in the lands herein being seized or sold under execution or distress, or upon any similar process being levied or enforced upon or against the lands or the Purchaser's interest therein; or
- (d) Upon registration of a construction lien arising out of the construction operations undertaken by the Purchaser, its contractors, sub-contractors, servants or agents, or upon a judgment or execution or similar process being enforced upon or against the subject lands or a portion thereof, and which said construction lien, judgment, execution or similar process has not been vacated or otherwise removed from title within **ten (10)** days of the Purchaser's receipt of written notice from the Vendor requiring removal of the same; or
- (e) Upon assignment of this Agreement or upon the sale or other disposition of the whole or any part of the lands herein contrary to the provisions hereinafter set out in that regard.

Upon default by the Purchaser pursuant to the provisions of this Agreement, the Vendor shall have the right to exercise by notice in writing to the Purchaser in the Vendor's sole, absolute and unfettered discretion, any or all of the following (in

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addition to and without prejudice or effecting any other right the Vendor may be entitled to at law or in equity):

- (a) the entire Purchase Price then outstanding and payable in respect of the lot/unit or lots/units which are the subject of such event of default, and any other monies remaining unpaid in respect of such affected lot/unit or lots/units shall immediately become due and payable; or
- (b) all rights of the Purchaser to the Real Property (except any part thereof for which title has been previously conveyed by the Vendor) shall cease and determine and all monies paid by the Purchaser shall be forfeit to the Vendor as liquidated damages and not as a penalty, and the Purchaser shall forthwith give up possession of such lots/units and shall execute and deliver to the Vendor a Release and registrable Quit Claim/Deed or Release therefor, free and clear of any mortgages, charges or encumbrances and the Vendor shall be entitled to retain such lots/units for its own use and benefit absolutely; or
- (c) the Vendor may perform or cause to be performed any obligation of the Purchaser hereunder and all payments, expenses, charges, fees and/or disbursements including, without limitation, service maintenance and bonding extension costs, levy increases, Vendor's Consulting Engineers' costs and any other costs incurred by the Vendor in respect of such default or obligation performance thereof shall be paid by the Purchaser forthwith upon the Vendor's request, and until paid shall bear interest at the Stipulated Rate of Interest. Written notice shall not be required to be provided to the Purchaser by the Vendor in the case of emergencies; or
- (d) in the event of the termination of this Agreement by reason of a Purchaser's default as aforesaid, then the Purchaser shall be obliged to execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she does not have) any legal, equitable or proprietary interest whatsoever in the Real Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's solicitors as hereinbefore provided, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act*, R.S.O. 1990, as amended, or the *Substitute Decisions Act*, 1992, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's solicitors or, if applicable, an any Vendor-appointed escrow agent ("**Escrow Agent**"), is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.

**VENDOR’S REMEDIES & IRREVOCABLE POWER OF ATTORNEY APPOINTMENT**

- ii. In addition to **Section 2(q)(i)** of this Agreement, the Purchaser hereby acknowledges and agrees that:
  - (i) the Vendor, in its sole, absolute and unfettered discretion, has the right to determine the occurrence of any default(s) by the Purchaser under this Agreement; and
  - (ii) the Vendor shall have:
    - (a) a charge under the *Mortgages Act* (Ontario), as amended, restated and/or replaced from time to time, and any successor legislation to the same general intent and effect, and
    - (b) a Vendor's lien at common law, against the Real Property, as well as,

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(c) a beneficial ownership interest in any Existing Home, as defined below, to the extent applicable,

for any and all monies owing to the Vendor pursuant to the terms of this Agreement for any reason whatsoever including, without limitation, for unpaid purchase price monies, rebates, adjustments, or claims herein provided together with all associated costs on a full indemnity basis (e.g. the Vendor's reliance on a falsely sworn statutory declaration or any other form(s) that states the Real Property will be occupied by the Purchaser(s), or be occupied by one of the Purchaser(s)' relations, as the primary place of residence), on the Closing Date, or thereafter as may occur from time to time, and

- (iii) the Vendor shall determine the quantum of any monies owing as a result of any such default(s) by the Purchaser under this Agreement acting in a commercially reasonable manner; and
- (iv) the Vendor shall have the unilateral right to register on title to the Real Property or any Existing Home, as defined below, such charge, Vendor's lien and/or Certificate of Pending Litigation in the Vendor's sole, absolute and unfettered discretion on the Closing Date, or any time thereafter, in each and every instance of default, as the case may be; and
- (v) the Purchaser covenants and agrees to execute any and all documents including, without limitation, acknowledgements, assurances, consent, directions and releases (individually or collectively, as applicable, a "Document") which are required by the Vendor on its standard form as a condition of closing this transaction to either: (i) be held in escrow by the Vendor's counsel as security in the event that the Purchaser commits any form of default hereunder or (ii) give effect to this Section. Upon an event of default by the Purchaser, the Vendor's counsel is hereby irrevocably authorized and directed to immediately release any Document which may be held in escrow for the purposes of facilitating enforcement of this Agreement by the Vendor. If the Purchaser refuses for any reason whatsoever to execute any such Document promptly upon delivery of written notice from the Vendor and, in any event, as a condition of closing, then the Vendor, in its sole, absolute and unfettered discretion, may: (i) treat the Purchaser as having committed a fundamental breach of contract or (ii) exercise the Vendor's rights pursuant to the irrevocable and unconditional power of attorney outlined below. The Purchaser hereby irrevocably and unconditionally appoints the Vendor, and its solicitors, as the Purchaser's true and lawful attorney-in-fact and agent in that behalf in accordance with the *Power of Attorney Act* (Ontario), such appointment being coupled with an interest, to take any and all steps to register: (i) a charge, (ii) a Vendor's lien and/or (iii) a Certificate of Pending Litigation against title to the Real Property or any Existing Home, as defined below, without notice to the Purchaser, at the Purchaser's sole cost and expense, for the monies owing as at the date of any such default(s) plus: (a) the Vendor's legal fees on a solicitor-client basis and (b) the Vendor's administrative fees in addition to any other rights, remedies or entitlements which may be available to the Vendor under this Agreement including, without limitation, accrued interest at twenty-four percent (24%) per annum on all amounts owing. The Purchaser further acknowledges and agrees that the Vendor's right to act as attorney for the Purchaser shall include, without limitation, the right to execute any and all acknowledgements, assurances, authorizations, consents, directions, releases or other documents as may be required from time to time by the Land Registry Office system in Ontario to permit the Vendor to register: (i) a charge, (ii) a Vendor's lien and/or (iii) a Certificate of Pending Litigation, as applicable, on the Purchaser's Property to secure the obligations of the Purchaser set out above; and
- (vi) the Purchaser irrevocably waives the right to dispute the registration of any Vendor's charge(s), lien(s) or Certificates of Pending Litigation, as applicable, against title to the Real Property or any Existing Home, as defined below, which is registered pursuant to this Section. The Purchaser also irrevocably consents to the Vendor, or its solicitors, taking any legal or equitable actions including, without limitation, obtaining court orders, endorsements or any other remedies available under Ontario law, to enforce the Vendor's rights and remedies set forth herein. This consent includes actions taken in compliance with current and future laws and regulations and may involve the use of digital or electronic means for legal proceeds. The Purchaser shall be estopped from claiming that any such consent was not provided and this

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provision may be plead as full answer and defence to any such claims. The Purchaser shall also indemnify, defend and hold harmless the Vendor and its solicitors from any such claims; and

- (vii) if applicable, in the event of any default(s) by the Purchaser of any and all obligations which survive the Closing Date of this Agreement, then the Vendor, in its sole, absolute and unfettered discretion, shall have the unilateral right to provide written notice to any then applicable entities with registered mortgages or security interests in the Real Property or any Existing Home, if applicable, of any default(s) by the Purchaser under this Agreement and the Purchaser shall be estopped from claiming that any such notice constituted a tortious interference with the Purchaser’s economic interests and this provision may be plead as full answer and defence to any such claims. The Purchaser shall also indemnify, defend and hold harmless the Vendor, and its solicitors, from any such claims; and
- (viii) to the extent applicable, some or all of the monies required to purchase the Dwelling will come from the sale of the property described as the “Purchaser’s Address” in the Tarion Addendum (the “**Existing Home**”). If so applicable, the Purchaser confirms that they have a beneficial ownership interest in the Existing Home. In the event the Purchaser is in breach of their obligations under this Agreement, the Vendor shall, by reason thereof, have an equitable interest in the Existing Home as security for the amounts owing to it under this Agreement. The Vendor, and its solicitors, shall be at liberty to register a Certificate of Pending Litigation against title to the Existing Home in order to preserve its said interest without prior notice to the Purchaser; and
- (ix) this Agreement has been freely negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement; and
- (x) the Purchaser and Vendor agree that all of the terms, provisions, rights and obligations contained in this Section shall survive and not merge on the closing of this transaction.

**THE PURCHASER HEREBY REPRESENTS AND WARRANTS:**

- (A) **THAT THE PROVISIONS OF THIS SECTION AND THIS AGREEMENT AS A WHOLE ARE BEING EXECUTED VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE; AND**
- (B) **THAT THE PURCHASER HAS READ AND UNDERSTOOD THIS SECTION AND THIS AGREEMENT IN ITS ENTIRETY; AND**
- (C) **THAT THE PURCHASER HAS EXECUTED THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE VENDOR’S REMEDIES CONTAINED IN THIS SECTION WITH FULL AND FREE INFORMED CONSENT; AND**
- (D) **THAT THE VENDOR HAS RECOMMENDED THAT THE PURCHASER OBTAIN INDEPENDENT LEGAL ADVICE AND/OR INDEPENDENT LEGAL REPRESENTATION CONCERNING (I) THE ADVISABILITY OF ENTERING INTO THIS AGREEMENT AND, MORE SPECIFICALLY, (II) THE VENDOR’S REMEDIES ENUMERATED HEREIN BEFORE EXECUTING THIS AGREEMENT AND THAT THE PURCHASER HAS BEEN PROVIDED A REASONABLE OPPORTUNITY FOR THE PROCUREMENT OF SAME. IF THE PURCHASER ELECTS TO EXECUTE THIS AGREEMENT ABSENT SUCH INDEPENDENT LEGAL ADVICE AND/OR INDEPENDENT LEGAL REPRESENTATION, THIS SHALL CONSTITUTE AN EXPRESS WAIVER OF THE RIGHT TO SAME AND THE PURCHASER AGREES THAT HE, SHE OR THEY IS HEREBY ESTOPPED FROM CLAIMING HE, SHE OR THEY WAS NOT AFFORDED THIS OPPORTUNITY OR THAT THE PURCHASER DID NOT UNDERSTAND THE LEGAL IMPLICATIONS OF THIS PROVISION OR ANY OTHERS CONTAINED HEREIN.**

- 3. The Purchaser covenants and agrees with the Vendor as follows:
  - a. Notwithstanding the closing of this transaction, the Purchaser’s covenants, warranties and obligations in this Agreement shall not merge but shall continue to be and remain

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in full force and effect and binding upon the Purchaser, his heirs, executors, administrators, successors and assigns.

- b. The Vendor, the Subdivider and/or the Municipality or their respective 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 of catch basins, without liability therefore, and the Transfer/Deed may contain such a provision(s). The Purchaser further covenants to grant after closing any additional easement(s) required for utility or drainage purposes by the Municipality, as the Municipality may in writing advise, on any part of the Property not covered by the Dwelling.
- c. 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.
- d. The Purchaser will not alter the grading of the Property contrary to the Municipally approved drainage pattern, and, provided that lot grading has been completed in accordance with the municipally approved grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not expressly 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/Site Plan Agreement or any other Municipal Agreement. 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 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.
- e. The Purchaser shall pay an amount on closing as an adjustment, to be estimated by the Vendor, to be applied by the Vendor to secure the Purchaser's grading and subdivision service damage covenants.
- f. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser set forth and named in this Agreement. Prior to closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property. The Purchaser acknowledges that registration against title to the Land of any notice or caution or reference to this Agreement or his or her interest in the Land is likely to and shall cause inconvenience and prejudice to the Vendor, for example, by impeding financing. If any such registration occurs, the Vendor may terminate this Agreement and all deposit monies and monies paid for extras shall be forfeited, in addition to and without prejudice to any other rights and remedies available to the Vendor at law or otherwise. The Purchaser hereby irrevocably consents to a court order removing such registration and to pay all costs in respect thereof.
- g. Keys will be released to the Purchaser at the Registry Office or the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, upon completion of this transaction, unless otherwise specifically agreed in writing between the Vendor and Purchaser. Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.
- h. 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 unless this transaction is not completed due only to the Vendor's default. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon closing, any of the extras, upgrades or changes

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ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon closing that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.

- i. Prior to closing, the Purchaser covenants and agrees not to post any signs for sale, or list the Property for sale, or advise others that the Property is or may be available for sale, offer for sale or lease the Property, or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, either directly or indirectly, to any person without the prior written consent of the Vendor which may be arbitrarily withheld or delayed. Any offering for sale, sale, assignment or attempted assignment of this Agreement shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement whereupon the deposits paid by the Purchaser hereunder and monies paid for extras shall be forfeited to the Vendor in addition to and without prejudice to any other remedy available to the Vendor arising out of such default.
- ii. The Purchaser(s) covenants and agrees that they will in no way, directly or indirectly, list for sale or lease, advertise for sale or lease, rent, convey, transfer, sell or lease nor in any way assign the interest under this Agreement or the Purchaser's rights and interests hereunder or in the Property, nor directly or indirectly permit any third party to list or advertise the Property for sale or lease at any time prior to the Closing Date without the prior written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Purchaser(s) acknowledges and agrees that once a breach of the preceding covenant and agreement occurs such breach shall be a default hereunder and, at the Vendor's sole option, be deemed 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 taking whatever steps are available to the Vendor in the event of the Purchaser's default. The Purchaser(s) shall not be permitted to direct title to any third parties without the prior written consent of the Vendor such consent may be unreasonably or arbitrarily withheld.
- iii. The Purchaser agrees that until all lots or blocks in the Subdivision are sold, the Vendor shall have the exclusive right to maintain model homes, signs, sales staff and marketing material(s) in the Subdivision and to show prospective purchasers through the Subdivision and through any unsold homes and the Purchaser agrees not to display any sign on the Real property offering the Real Property for sale or rent. In the event that the Purchaser displays any such sign on the Property, the Vendor shall have the absolute and undisputed right to enter on the Property during day light hours and remove such sign without such act being a trespass.
- i. The Purchaser agrees not to install any planting within six (6') feet of any exterior wall or to finish the whole or any part of the basement of the Dwelling for a period of twenty (24) months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and

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chattels stored in basement resulting from water seepage, including any indirect or consequential damages arising therefrom.

- j. To 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 the Subdivider or by any governmental or utility authority or body. Where any portion of any, fence is located inside 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.
- k. The Purchaser acknowledges that the area of the Dwelling, as may be represented or referred to by the Vendor or any sales representative, or which appears in any sales or marketing material(s) is approximate only, and is measured in accordance with Builder Bulletin No. 22 published by Tarion. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living area within the confines of the Dwelling may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Dwelling purchased hereunder are approximate only, and that there shall be no adjustment of the Purchase Price or claim for compensation whatsoever, whether based upon the ultimate square footage of the Dwelling, or the actual or useable living space within the confines of the Dwelling or otherwise.
- l. The Purchaser acknowledges that grading and sodding shall be done 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 therefore by the Purchaser.
- m. The Purchaser acknowledges that the Subdivision Agreement/Site Plan Agreement entered into or to be entered into, as the case may be, between the Developer and the Municipality and/or the Region and/or County 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, airports, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this Property. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgement containing such notice if and when requested to do so by the Vendor. The Purchaser acknowledges that certain lots within the Subdivision may require catch basins in the rear yard and associated leads and that hydro transformers, street light poles and hydrants will front onto certain lots (including the Property) within the Subdivision and the Purchaser agrees to accept the same.
- n. The Purchaser covenants and agrees to attend within seven (7) days of notification to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this Agreement (the "Colour Chart"). In the event any item on the Colour Chart becomes unavailable, or, if such selection would not be available in a timely fashion, (such determination to be made by the Vendor at its sole discretion), the Purchaser shall be allowed to attend on seven (7) days written notice from the Vendor to re-select an alternative from the Vendor's available samples. In the event the Purchaser does not so re-select within the time or times hereinbefore limited, the Vendor may at its sole option, either make such selection on behalf of the Purchaser, and in any such event, 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 paid by the Purchaser together with monies paid for extras 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. Only such items as may be unavailable, or unavailable in a timely fashion (as determined by the Vendor at its sole discretion) may

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be re-selected by the Purchaser. In the event of default by the Purchaser in re-selection, and a re-selection by the Vendor on behalf of the Purchaser, the re-selection shall be of equal or better quality than the original selection.

- o. The Purchaser specifically acknowledges that in the manufacture of finishing items or in the selection of stone material, brick, and/or vinyl siding, colour variances sometimes occur. The Purchaser hereby agrees to accept any such colour variation resulting from the manufacturing process without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations herein.
- p. The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on any adjustments set out in this Agreement (in addition to any maximum amount specified herein) and on chattels which are involved in this transaction as a charge on closing and the allocation of such chattels to be estimated, if necessary, by the Vendor.
- q. 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 twenty four percent (24%) per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.
- r. If settlement occurs due to soil disturbances around the Dwelling, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling which the Vendor considers of a minor nature by reason of such settlement nor shall the Vendor be responsible for the repair or replacement of any improvements installed by the Purchaser, including landscaping, paving, interlocking, shrubs or trees.
- s. 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, the Municipality and/or the Region and/or County in connection with the acceptance of the Subdivision as a whole by the Municipality.
- t. The Purchaser acknowledges being advised that hardwood flooring may shrink and expand as a result of changes in temperature and humidity in the house and accepts this as a natural characteristic of the flooring, and is advised to keep humidity levels constant to reduce this tendency.
- u. The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk-out basement or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement or rear deck and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in the Purchase Price, or, pay the additional cost involved in constructing such walk-out basement or rear deck, as the case may be (such costs shall be absolutely determined by Statutory Declaration sworn on the part of the Vendor).
- v. The hot water heater and tank is not be included in the Purchase Price and shall remain chattel property. The Purchaser agrees to execute a rental contract for the hot water heater and tank. The Purchaser acknowledges that the gas utility has indicated to the home building industry that it may no longer be renting hot water tanks. In such event, and in the event arrangements are not made with another supplier for the installation of water heaters on a rental basis, then the Purchaser agrees to pay, as an adjustment on closing, the cost of the water heater, such cost to be determined by statutory declaration sworn on the part of the Vendor. The Purchaser agrees to take all necessary steps to assume immediately on closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The water meter is not included in the Purchase Price and shall remain chattel property.

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The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for water and hydro service or installation of the water meter and the cost of hydro installation and connection fee. The Vendor, at its cost, shall plant the boulevard trees in accordance with the City requirements, and the installation of fences along the lot line of the subject Property or retaining wall, if applicable. The Purchaser acknowledges that a tree may not be located in front of the Dwelling but shall be located by the Subdivider within the subdivision in accordance with the municipally approved plans. In the event the Municipality requires the installation of air conditioning in the subject dwelling, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on closing, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor. The Purchase Price does not include the cost of a fully paved driveway and driveway apron and the Purchaser shall pay or reimburse the Vendor for the cost thereof.

4.

- a. The Purchaser agrees that title may on closing be subject to one or more subdivision or site plan 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 is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on closing or thereafter to obtain releases of such subdivision or other development agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy himself as to compliance.
- b. The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor herein, 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 boundaries, and the Purchaser agrees to execute and deliver on closing a separate acknowledgement and release in favour of the Subdivider to this effect.
- c. The Purchaser acknowledges and agrees that the architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor determines, in its sole discretion, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement, without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications heretofore 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 the 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, in 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 reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling or the elimination of steps or 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 the Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, fencing or landscaping required pursuant to the Municipally approved grading plans.

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- d. In the event there is an increase in the rate charged under the Provincial Retail Sales Tax after the date of execution of this Agreement or in the event the Vendor is obligated to pay any portion of the Municipal or Regional/County or other levies or development charges applicable to the Property, or any or all of the foregoing, and as a result thereof, the costs of the Dwelling increase over those anticipated as of the date of execution of this Agreement (the "Increase") the Purchaser agrees to pay the Increase to the Vendor as an adjustment on closing. The amount of the Increase shall be determined by a Statutory Declaration sworn on the part of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
- e. 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 a discharge of the same within a reasonable period of time after closing in full satisfaction of the Vendor's obligation in that regard. The Vendor warrants that, on closing, all conditions in any subdivision or other development agreements which restrict occupancy will have been complied with. The Purchaser shall not call for the production on closing of an occupancy permit issued by the Municipality (if provided by the Municipality) but shall satisfy himself that occupancy of the Dwelling will be permitted by the Municipality.

5.

- a. 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, temporary turning circles or access roads, and for maintenance of adjoining dwellings, if applicable. The Purchaser covenants and agrees to execute and deliver any such easements or rights-of-way after closing, within seven (7) days after receipt of written request therefor from the Vendor and shall also obtain the postponement to any such easement or right-of-way for any mortgages registered by or on behalf of the Purchaser. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, or other attachments to the roofs, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser accepts legal access to the Property even though it may be restricted by 0.3 metre reserves owned by the Municipality and not yet dedicated as public highway. 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 sixty (60) days prior to the Closing Date to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations, be void and the deposit money shall be returned, without interest, and the Vendor and any Agent acting on behalf of the Vendor 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 Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment. The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the Land Registry Office in which title to the Property is recorded at 12:00 noon on the Closing Date as the case may be and remaining there until 12:30 p.m. and is ready, willing and able to complete the transaction. In the event the Purchaser or his Solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. The Vendor is hereby granted a one-time unilateral right to extend the Firm Closing Date or the Delayed Closing Date mentioned in Schedule "B" attached, as the case may be, for one (1) business day to avoid the necessity of tender where the Purchaser is not ready to close on the Firm Closing Date or the Delayed Closing Date as the case may be. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank. It is further provided that, notwithstanding the foregoing, in the event the Purchaser or his solicitor advise the Vendor or its solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his solicitor and may exercise forthwith any

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and all of its right and remedies provided for in this Agreement and at law. If electronic registration of documentation at the Land Registry Office is in effect on the Closing Date, the following terms and conditions shall form part of this Agreement: (a) The purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement; (b) The Purchaser shall direct his/her solicitor to execute an agreement as reasonably required by the Vendor's solicitor (the "Solicitor Agreement") establishing the procedure for completion of this Agreement; (c) The Purchaser and Vendor acknowledge that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Solicitors' Agreement; (d) If the Agreement cannot be completed in escrow pursuant to the Solicitors' Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or as mutually agreed upon to complete the Agreement; and (e) This paragraph is hereby amended to provide that tender shall have been validly made by the Vendor when the "Completeness Signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitor and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale.

- b. The Purchaser(s) shall accept title to the Property, subject to any notice registered pursuant to the *Condominium Act, 1998* in respect to the common interest in the condominium corporation attaching to the Property as further provided in Schedule "K" hereto and any other agreements, covenants, or other instruments as herein expressly provided and without limiting the generality of the foregoing, the Purchaser(s) acknowledges that the roadway on which the Property fronts will form part of a common elements condominium corporation pursuant to the *Condominium Act, 1998* and that in connection therewith the Purchaser further acknowledges that (i) it is the condominium corporation that shall be fully responsible for the maintenance of all services, including without limitation, the roadway, water mains, storm and sanitary sewers and all other services and facilities contained within the common elements of the condominium or within the Property and servicing lands other than the Property; (ii) the Purchaser(s) hereby indemnifies and saves harmless the Municipality, its officers, employees and agents of, from and against all manner of actions, suits, claims which may be brought against or made upon the Municipality, its officers, employees and agents or any of them, and of, from and against all losses, costs, damages and expenses which may be sustained, incurred or paid by the Municipality, its officers, employees and agents or any of them, resulting from the sharing of or access to the aforesaid services and if requested the Purchaser agrees to provide such an access to the aforesaid services and if requested the Purchaser(s) agrees to provide an indemnity addressed to the Municipality or closing;
- c. the Municipality is not required to assume any of the aforesaid services at any time in the future; and (iv) any minor breaches of such agreements, covenants or instruments that have been remedied or are in the process of being remedied.
- d. Purchaser(s) agrees to accept title to the Property, subject to the following easements which will affect the Common Elements:
  - i. blanket utility, sewer, storm, sanitary and water easements for sewers over the Common Elements to the Municipality as required;
  - ii. An easement for the future provision of traffic control equipment as may be required by the Municipality;
  - iii. easements for the provision of electrical power cabling, communications cabling (including T.V., telephone and internet), gas lines, water lines and related equipment;
  - iv. The POTLs will be subject to the following rights and easement:
    - (i) easements for the provision of electrical power cabling, communications cabling (including T.V., telephone and internet), gas lines, water lines and related equipment;
    - (ii) easements for the provision of storm, water, drains and watermains, catch basins as may be required by the Municipality;

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- (iii) easement for sewers, sanitary, watermains, retaining wall, water services in favour of and over the other POTLs/Common Elements as may be required by the Municipality;
  - (iv) easements for access by the Common Elements Condominium Corporation in order to effect repairs of any utility and/or sewer (water, storm, sanitary, and/or any utility) as may be required;
  - (v) easement to the Common Elements Condominium Corporation and other POTLs over the stairs at the front of POTLs \_\_\_\_ to \_\_\_\_\_ as set out in a Reference Plan to be registered on title;
  - (vi) easement to the Common Elements Condominium Corporation and the other POTLs over the retaining walls and perimeter fencing at rear of POTLs \_\_\_\_\_ to \_\_\_\_\_ inclusive;
  - (vii) easement to the Common Elements Condominium Corporation and the other POTLs to maintain rear lot catch basins (RLCBs) and leads on POTLs \_\_\_\_\_ and \_\_\_\_\_;
  - (viii) easement to the Common Elements Condominium Corporation and other POTLs for access to and repair and maintenance of the watermains, meter chambers and backflow preventers on POTLs as necessary to comply with survey requirements and municipal approval.
6. The Vendor will provide the Purchaser with a survey of the Property prepared by an Ontario Land Surveyor, showing the Dwelling Unit under construction, prior to the Closing Date. The Purchaser shall reimburse the Vendor for the cost of the survey to be delivered as part of the closing documents at a cost of One Hundred and Twenty-Five Dollars (\$125.00) plus HST.
7. Unearned taxes, fuel, water rates, assessment rates and local improvements are to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of the Property and remain *en bloc*, then notwithstanding that such *en bloc* taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property and, agrees to pay on closing a deposit of Seven Hundred and Fifty Dollars (\$700.00) to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this Property. Municipal realty tax reassessment 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.
8. Where the whole or any part of the dwelling has been constructed at the time that the Agreement of Purchase and Sale is entered into, then unless specifically agreed to in writing to the contrary, the Purchaser(s) is conclusively deemed to have inspected and accepted the built constructed portion of the dwelling. In the event that the Dwelling, or such portion thereof, has not been constructed at the time the Agreement of Purchase and Sale is entered into, then the Purchaser(s) acknowledges that they are purchasing the whole or any portion of the Dwelling that is not constructed on the basis of plans which have been viewed by them and not from a model. The Purchaser(s) 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 such features are specifically contemplated in any schedule forming part of this Agreement.
9. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the Subdivider may apply for an official plan amendment, a re-zoning or other development approval (a "**Re-zoning**") with respect to blocks or lots not purchased hereunder as laid down by the Plan of Subdivision or with regard to the lands adjacent to or near the lands laid down by the Plan of Subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such Re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor.
10. This Agreement is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The deposit monies are expressly deemed to be

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deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies and monies paid for extras in full. Without prejudice to the Vendor's rights as to forfeiture of deposit monies and monies paid for extras as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement including interest thereon from the date of demand for payment at the rate of twenty four percent (24%) per annum, calculated daily, not in advance until paid. In addition, if any deposit cheques made by the Purchaser are not honoured by the Purchaser's Bank then the Vendor shall be entitled to charge the Purchaser an administrative fee of \$250.00 for every cheque so dishonoured. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. All buildings and equipment shall be and remain at the Vendor's risk until closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser's expense. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several.

- 11. This Agreement shall be effective to create an interest in the Property only if the subdivision control provisions of the *Planning Act* are complied with by the Vendor on or before closing. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, as such laws from time to time shall be in effect.
- 12. The Purchaser acknowledges and agrees that in the event the Dwelling being purchased herein is a semi-detached dwelling unit, the subject lot will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot.
- 13. The Vendor shall have the right to store topsoil on the rear of the Property after the Closing Date, which topsoil shall remain the property of the Vendor, to be used by the Vendor to complete the final grading of the subdivision. The Vendor shall have the right, after the Closing Date, to enter and remove same.
- 14. The Vendor agrees that the sale price of land and dwelling may include the installation of an insulated door between the garage and the laundry room of the home and/or insulated door between the laundry room and house exterior. The Vendor hereby advises the above Purchaser(s) that if such installation involves more than one or two steps in the garage of the house exterior, due to the difference in the grade level, that such steps may interfere with or limit the use of the full interior of the garage, or may interfere with city side lot allowances and restrictions and would therefore be deleted. The Purchaser hereby acknowledge(s) receipt of the foregoing information and agrees that if the installation of the insulated door requires more than one or two steps in the garage or the house exterior, the Purchaser(s) will accept the deletion of this door or doors as required.
- 15. This Agreement is irrevocable by Purchaser until one minute before midnight on the Irrevocable Date hereinbefore set out, after which time, if not accepted, this Agreement shall be void and the deposit returned to the Purchaser, without interest. This transaction shall be completed on the Closing Date hereinbefore set out, and vacant possession of the premises is to be given to the Purchaser.
- 16. Where any of the provisions of this Schedule "X" conflicts with provisions of Schedule "B" (the "**Tarion Addendum**:"), annexed hereto, then the provisions of Schedule "B" shall prevail.
- 17. The Purchaser and Vendor agree that the harmonized sales tax (the "**HST**") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the "**Rebate**"). The Purchaser shall assign in form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the

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“**Government**”) to the Vendor all of its right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor, upon request by the Vendor, on or after the date of Closing, such application, documents and affidavits as may be required by the Vendor and/or the Government to establish the Purchaser’s entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the property which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the date of Closing, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser’s own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales tax, use taxes or transfer taxes and any increases thereof which may be applicable on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

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 date of Closing, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the date of Closing, an amount equivalent to the Rebate, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that he or she is eligible for the Rebate despite the Vendor’s belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the Rebate directly from) the Canada Revenue Agency.

18. Purchaser Selling or Assigning

The Purchaser covenants not to offer, list or advertise for sale, lease or transfer the Unit, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after acquisition of title to the Unit on the Unit Transfer Date and the Vendor having received payment of all of the Purchase Price, without the prior written consent of the Vendor, which consent may be arbitrarily and/or unreasonably withheld. As a condition of giving its consent, the assignor/transferor and the assignee/transferee will be required to execute and deliver to the Vendor the Vendor’s standard form of assignment agreement and to pay to the Vendor on the date of execution and delivery of the assignment agreement the Vendor’s administration and processing fee of \$10,000.000 plus Applicable Taxes together with any other applicable fees, including the Vendor’s solicitor’s fees of \$2,575.00 and disbursements plus Applicable Taxes. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service (“**MLS**”). 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 (and the Occupancy 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. At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant to the Warranty Act, and upon notification of assumption of this Agreement and such assignment to the Purchaser, the Vendor shall be automatically released from all obligation arising pursuant to this Agreement and the assignee shall continue from the date of such assignment as the Vendor as if it had been

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the original party to this Agreement.

19. Electronic Registration

Pursuant to Section 3(1), and any other relevant provisions, of the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*, as amended from time to time (the “**Electronic Commerce Act**”), the Purchaser consents to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors. The Vendor acknowledges and confirms that the Vendor has authorized its solicitors noted herein to transmit all information and documents executed by the Vendor in an electronic format with a “trued up” or copy of the signature(s) of an authorized signing officer(s) of the Vendor and that such “trued up” or copy of the signature(s) shall satisfy the signature requirements of the *Electronic Commerce Act* as an electronic signature unless otherwise prescribed by the *Electronic Commerce Act* wherein such other prescribed signature format shall be incorporated herein. The Vendor agrees that it shall be bound by all such information and documents when so transmitted and shall continue to be bound from and after the Closing Date as therein provided.

The Purchaser acknowledges 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 Real Property is registered and the following provisions shall prevail, namely:

- (i) The Purchaser shall be obliged to retain a solicitor in good standing with the Law Society of Ontario (“**LSO**”) no later than **thirty (30)** days following acceptance of this Purchase Agreement and shall inform the Vendor with respect to same, to represent the Purchaser in connection with the completion of this transaction, and shall authorize such solicitor to enter into an escrow Closing agreement with the Vendor’s solicitor on the latter’s standard form (hereinafter referred to as the “**Escrow Document Registration Agreement**”) establishing the procedures and timing for completing this transaction. The escrow agreement shall be consistent with the then applicable requirements of the LSO. The Purchaser shall reimburse the Vendor as an adjustment on the Closing Date for any additional legal costs that the Vendor may incur to complete this transaction under the TERS. Should the Purchaser fail to retain a solicitor and maintain such retainer until successful completion herein or fail to inform the Vendor of the solicitor’s identity as hereinbefore required, such omission shall be an anticipatory breach of this transaction entitling the Vendor to pursue all of its rights and remedies with respect to same;
- (ii) The delivery and exchange of documents, monies and keys to the Dwelling, and the release thereof to the Vendor and the Purchaser, as the case may be:
  - a. shall not occur contemporaneously with the registration of the transfer/deed (and other registrable documentation); and
  - b. shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving any document, 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 Escrow Document Registration Agreement;
- (iii) If the Purchaser’s solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said solicitor (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;
- (iv) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Real Property for registration until the balance of funds due on the Closing Date, in accordance with the statement of adjustments, are either remitted by certified cheque, bank draft or wire transfer (inclusive of any fees or charges by the Vendor’s solicitor’s designated financial institution) drawn from a solicitor’s trust account via personal delivery or by electronic funds transfer, as applicable, to the Vendor’s solicitor, in trust, or in such other manner as the Vendor’s solicitor may direct prior to the release of the transfer/deed for registration;
- (v) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the real Property may be delivered to the other party hereto by e-mail or telefax transmission (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the

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appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party by overnight courier sent the day after the Closing Date, if same has been so requested by the recipient party; and

(vi) Notwithstanding anything contained in this Purchase 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:

- a. Delivered all closing documents and keys to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement; and
- b. Advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Purchase Agreement; and
- c. 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, and specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitor;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and keys, and without any requirement to have an independent witness evidencing the foregoing. In the event of electronic registration of documents, the Purchaser shall reimburse the Vendor on the Closing Date for the additional legal costs incurred with respect to electronic registrations the fee of **Two Hundred Seventy-Five Dollars (\$275.00)** plus applicable taxes.

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

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

**MOSAIK (INNISFIL) INC.**  
**(Vendor)**

**Per:** \_\_\_\_\_  
Name:  
Title: A.S.O.  
*I have authority to bind the corporation.*