

SCHEDULE “Z”

PURCHASE ELIGIBILITY

This **Schedule “Z”** shall form an integral part of the Agreement of Purchase and Sale to which this Schedule is attached.

- (a) The Purchaser(s) hereby covenants, represents and warrants to the Vendor that:
- (i) the Purchaser(s) has/have executed this Agreement of Purchase and Sale, inclusive of this Schedule, entirely voluntarily; and
  - (ii) the Purchaser(s) has/have no obligation to execute this Agreement of Purchase and Sale including this Schedule; and
  - (iii) the Purchaser(s) has/have had the opportunity to obtain legal advice prior to executing this Agreement of Purchase and Sale including this Schedule.
- (b) The Purchaser(s) further represents and warrants that:
- (i) the Purchaser(s) is/are aware of, and understand(s), the provisions contained in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and all regulations thereto, as may be amended from time-to-time (collectively referred to as the “**PPRPNC Act**”); and
  - (ii) the Purchaser(s) purchase of the Real Property is not prohibited by the PPRPNC Act, and that the Purchaser(s) is/are, as of the date of acceptance of this Agreement of Purchase and Sale and up to and including the Closing Date, either:
    - (1) not a “non-Canadian” as defined in the PPRPNC Act, or
    - (2) if a non-Canadian, then a person who qualifies for an exception (an “**Exception**”) to the prohibition(s) provided for in the PPRPNC Act (individually or collectively, the “**Prohibition**”).
- The Purchaser(s) acknowledge(s) and agree(s) that a breach of any of the foregoing representations and warranties shall constitute a fundamental breach of this Agreement of Purchase and Sale, incapable of rectification, and accordingly the Purchaser(s) acknowledge(s) and agree(s) that in the event of such breach, the Vendor shall have the unilateral option of terminating this Agreement of Purchase and Sale effective upon delivery of notice of termination to the Purchaser(s) or the Purchaser(s) solicitor, whereupon the Vendor may avail itself of all rights and remedies available to it provided for under this Agreement of Purchase and Sale, in law and in equity. In addition, and without prejudice, to any other rights or remedies available to the Vendor, the Vendor shall be entitled to retaining all deposit monies together with all other monies paid by the Purchaser(s) pursuant to this Agreement of Purchase and Sale as liquidated damages and not as a penalty and the Purchaser(s) shall have no further right to or interest in the Real Property.
- (c) Upon request from the Vendor from time-to-time, the Purchaser(s) agrees to provide such evidence as requested by the Vendor to confirm the Purchaser(s) compliance with the PPRPNC Act including, without limitation, (i) passport citizenship card, (ii) statutory declarations, (iii) SIN cards, (iv) identification cards, (v) marriage certificates, (vi) Certificate of Indian Status, (vii) a Notice of Decision from the Immigration and Refugee Board confirming the Purchaser’s status as a “protected person” within the meaning of the *Immigration and Refugee Protection Act*, if applicable, (viii) a Verification of Status issued in accordance with the *Immigration and Refugee Protection Act*, and (ix) a temporary resident license (together with all evidence satisfactory to the Vendor that the Purchaser(s), if a temporary resident, complies with the prescribed requirements for temporary residents as set out in the PPRPNC Act). Such evidence must be satisfactory to the Vendor in its sole, absolute and unfettered discretion.
- (d) Notwithstanding any other terms, covenants and conditions contained in this Agreement of Purchase and Sale, the Purchaser(s) agree(s) to protect, indemnify, defend, and hold harmless the Vendor and any of the Vendor’s directors, officers, employees, servants or agents (together, the “**Indemnified Vendors**”) from and against any loss, fine, claim, action, proceeding, damage, liability, demand, judgement, recourse, or any other litigation or court process made against any of the Indemnified Vendors whatsoever arising from or relating to, directly or indirectly, the Purchaser(s) contravention (alleged or otherwise) of the PPRPNC Act or non-compliance with the requirements set out herein. The Purchaser(s) further agree(s) to indemnify, pay, and/or otherwise make whole any of the Indemnified Vendors for any and all costs and expenses of any kind incurred by them (including legal fees and disbursements on a solicitor-client basis) arising from or relating to, directly or indirectly, the Purchaser(s) contravention of the PPRPNC Act or non-compliance with the requirements set out herein.
- (e) The Purchaser(s) shall within **five (5)** business days of request by the Vendor provide such written evidence and confirmation as required by the Vendor, its sole, absolute and unfettered discretion, from time-to-time that the Purchaser(s) is/are not a non-Canadian or that the Purchaser(s) qualify/qualifies for an Exception to the Prohibition in accordance with the PPRPNC Act.
- (f) On the Closing Date, the Purchaser(s) shall cause the Purchaser(s) solicitor to deliver to the Vendor’s solicitor such documentation as the Vendor may request to confirm that the covenants, warranties and representations contained herein were true and accurate as at the date the Purchaser(s) executed this Agreement of Purchase and Sale, including this Schedule, and continued to be true and accurate up to and including the Closing Date.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PURCHASER(S):

Witness:

Signature of Purchaser

Witness:

Signature of Purchaser

VENDOR: MOSAIK (INNISFIL) INC.

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