

**SCHEDULE "C"**

**HARMONIZED SALES TAX ("HST")**

- (a) The parties acknowledge and agree that the Purchase Price stipulated in the within Agreement is inclusive of any applicable Goods and Services Tax and the Harmonized Sales Tax (collectively the "HST") payable pursuant to Part IX of the Excise Tax Act (Canada) and the applicable laws governing the Harmonized Sales Tax (the "HST Legislation") and that the actual consideration for the property, exclusive of any requested changes or adjustments as herein provided, is the amount derived by subtracting the HST payable with respect to the within transaction of purchase and sale (less all refunds, credits and rebates available to the Purchaser pursuant to the HST Legislation) from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration in the Transfer/Deed of Land of the Property that the Vendor delivers to the Purchaser on the Closing Date.
- (b) In consideration of the Purchase Price being inclusive of the HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor (or any other party as may be directed by the Vendor) any and all rights the Purchaser may have to any refunds, credits, rebates or the like (the "Rebates") available with respect to the within transaction of Purchase and Sale pursuant to the HST Legislation. Such Rebates may be reasonably estimated by the Vendor if necessary. The Purchaser shall, both before and after the Closing Date, on demand of the Vendor, execute and deliver to the Vendor any assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor to apply for and receive the Rebates.
- (c) The Purchaser covenants, warrants, and represents that the Purchaser is an individual and that the Purchaser or one of the Purchaser's immediate family members, his or her relations (as defined in the HST Legislation) shall personally occupy the Property as his, her or their primary place of residence (as defined in the HST Legislation) within fourteen (14) days of the Closing Date or such other period of time as shall then be required in order to entitle the Purchaser to the Rebate. The Purchaser shall execute all documents and do all such things so as to fully co-operate with the Vendor in any manner, which would legally minimize the amount of HST payable. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990, with full power and authority in the Purchaser's name, place and stead, to execute, swear to and record any and all documents that may be required in order to have the Rebates paid and/or credited to the Vendor. The Power of Attorney hereby granted is granted in accordance with the Powers of Attorney Act of Ontario and is irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.
- (d) In the event that, for any reason, the Purchaser shall fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with the amount of the Rebates on Closing.
- (e) Despite the above the Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on the Closing Date, such credit shall be reflected as a reduction in the Consideration so as to minimize the amount of HST payable.
- (f) Notwithstanding that the Purchase Price stipulated in the within Agreement is inclusive of HST, the Purchaser shall, at the Purchaser's own cost and expense, be responsible for payment of HST on all closing adjustments and amounts payable for extras and any increase in the rate of HST after the date hereof.
- (g) Notwithstanding anything contained in this Agreement to the contrary, the Vendor, in its sole and unfettered discretion, may require that the Purchaser apply directly for the Rebates after closing and in such event the Purchaser shall pay to the Vendor by certified cheque or bank draft on the Closing Date, the amount of the Rebates, in addition to the balance due on the Closing Date and the Rebates shall not be assigned by the Purchaser to the Vendor on the Closing Date.
- (h) The Purchaser acknowledges that the purchase of any extras or upgrades from the Vendor may result in the reduction of the Rebates otherwise payable to the Vendor. In such event, the Purchaser shall pay to the Vendor the amount of such reduction as an adjustment on the Closing Date, as determined by the Vendor.

**Vendor's Initials:** .....

**Purchaser's Initials:** .....

**Purchaser's Initials:** .....