

**SCHEDULE “N-C”**  
Non-Canadians  
(Freehold)

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

Vendor: Willow Terrace Estates Inc.                      Lot/Block: \_\_\_\_\_                      Plan: 51M-1219

The following paragraph is added to and shall form part of Schedule X of the Agreement of Purchase and Sale:

The Purchaser acknowledges the provisions set forth in the Prohibition on the Purchase of Residential Property by Non-Canadians Act (the “N-C Act”) which takes effect as of January 1, 2023. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the N-C Act. In the event the Purchaser is determined, on or before Closing, to be a non-Canadian as defined by the N-C Act, same shall constitute default under this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same, including the right to terminate this Agreement. In addition, the Purchaser shall indemnify and save harmless the Vendor and/or related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being determined to be a non-Canadian in accordance with the N-C Act. Upon execution of this Agreement, the Purchaser shall provide written evidence and confirmation, satisfactory to the Vendor, that the Purchaser is not a non-Canadian in accordance with the N-C Act. In addition, on Closing, the Purchaser shall also provide such written evidence and confirmation, satisfactory to the Vendor’s solicitors, that the Purchaser is not a non-Canadian in accordance with the N-C Act, including written confirmation addressed to the Vendor and the Vendor’s solicitors, from the Purchaser’s solicitors, confirming that the Purchaser is not a non-Canadian in accordance with the N-C Act.

In accordance with the N-C Act a **Non-Canadian** is defined as at December 1, 2022 as follows:

A) individual that is neither a Canadian citizen, nor a person registered as an Indian under the Indian Act, nor a permanent resident;

B) a corporation incorporated otherwise than under the laws of Canada or a Province

C) a corporation incorporated under the laws of Canada or a Province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the Income Tax Act is in effect and that is controlled by a person referred to in paragraph (A) or (B); and

D) a prescribed person (to be defined by regulation).

The definition of Non-Canadian may be further amended or revised in accordance with the regulations or changes to the N-C Act. If the Purchaser is unclear about their status under the N-C Act, they should seek legal advice from their solicitor.

The Purchaser(s) have provided the following identification and/or documentation to evidence that they are not non-Canadians pursuant to the N-C Act: (Copies of documentation to be kept on file)

For Individuals:

- |                                       |           |
|---------------------------------------|-----------|
| 1. Canadian Passport                  | No. _____ |
| 2. Canadian Birth Certificate         | No. _____ |
| 3. Canadian Permanent Residency Card: | No. _____ |
| 4. Indian Status Card:                | No. _____ |

For Corporations/Trusts/Partnerships:

- Articles of incorporation or equivalent for partnerships/trusts; and
- Form 1 or equivalent for partnerships/trusts; and
- Director, Officer and Shareholder registers or equivalent for partnership/trusts etc; and
- Identification for each individual who is a director, officer or shareholder as noted above

P Initial	P Initial	V Initial