AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to the following amendments to the Agreement of Purchase and Sale:

Purchaser:	**HELEN HASLEDON**		
Purchaser:	**ROBERT HASLEDON**		
Vendor:	**Bowmanville Estates Inc. c.o.b. Esquire Homes**		
Lot #:	**2**	Phase: **1B**	Plan No.: **S-C-2007-004**
Street:	**Nortghlen Boulevard**		
in the :	**Municipality of Clarington**		
Date of Offer:	**Tuesday April 29, 2014**		
Closing Date:	**Thursday April 16, 2015**		

DELETE:
SCHEDULES "C" and "J".

INSERT:
THIS AGREEMENT SHALL BE DEEMED FIRM AND BINDING, AND ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Dated at Bowmanville, Ontario this Thursday May 8, 2014

Witness

Purchaser - ~~HELEN~~ HASLEDON

Witness

Purchaser - ROBERT HASLEDON

Accepted this 8 day of May 2014

Bowmanville Estates Inc. c.o.b. Esquire Homes

Per: ______________________
Authorized Signing Officer

ESQUIRE HOMES - N thglen (E) - PHASE 1B
AGREEMENT OF PURCHASE AND SALE

MODEL: <u>The Queensbridge (40-3E) Elev B</u>

PARTIES, PROPERTY

The Undersigned **<u>HELEN HASLEDON and ROBERT HASLEDON</u>** (hereinafter referred to as the ("Purchaser") hereby agrees to and with:

Bowmanville Estates Inc. (hereinafter referred to as the Vendor) to purchase on the terms and conditions contained herein, the property situated in the Municipality of Clarington (the "City"), Region of Durham (the "Region") being Lot: 2 Plan: S-C-2007-004 (the "Real Property") as shown on the site plan attached hereto, and upon which there in now situated, or is to be constructed a dwelling of the Vendor's model type indicated above ("the Dwelling").

PURCHASE PRICE

The purchase price is the sum of FOUR HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 25 / 100 ($417,781.25) Canadian Dollars payable as follows:

(a) INITIAL DEPOSIT: The Purchaser shall pay the sum of **<u>TEN THOUSAND AND XX / 100 Dollars</u>** **<u>($10,000.00)</u>** by cash or cheque payable to the Vendor, upon the Purchaser's execution of this Agreement, as an initial deposit;

(b) FURTHER DEPOSIT: The Purchaser shall pay the further sum of **<u>TEN THOUSAND AND XX / 100 Dollars ($10,000.00)</u>** as an additional deposit, by way of a post-dated cheque payable to the Vendor and dated 27-May-2014 which post-dated cheque shall also be delivered to the Vendor upon the Purchaser's execution of this Agreement;

(c) FURTHER DEPOSIT: The Purchaser shall pay the further sum of **<u>TEN THOUSAND AND XX / 100 Dollars ($10,000.00)</u>** as an additional deposit, by way of a post-dated cheque payable to the Vendor and dated 26-Jun-2014 which post-dated cheque shall also be delivered to the Vendor upon the Purchaser's execution of this Agreement;

BALANCE: The Purchaser shall pay the balance of the Purchase Price by cash or certified cheque payable to the Vendor on closing, subject to the adjustments hereinafter provided.

<u>DWELLING MATERIALS AND SITING</u>

1. The Vendor agrees that it will erect on the Real Property the Dwelling in accordance with plans and specification (the "**Plans**") already examined by the Purchaser in accordance with Schedule "M" attached hereto. The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion or as required by any governmental authority, change, alter, vary or modify the Plans, the siting of the Dwelling (including, without limitation, reversing the siting of the Dwelling) and/or the grading of the Real Property without notice thereof to the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and, without limited the generality of the foregoing, variations to the lot/block number, location, area, frontage or depth of the Real Property. The Purchaser also acknowledges and agrees that architectural control of exterior 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 and/or the developer. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an exterior elevation for the Dwelling other than as specified in the Agreement or amend the driveway construction or location, boulevard tree planting or landscaping plans for the Dwelling (all of which is hereinafter referred to as the "**Amended Exterior Plans**"), the Purchases hereby irrevocably authorizes the Vendor to complete the Dwelling with the required Amended Exterior Plans, and the Purchaser hereby irrevocably agrees to accept such Amended Exterior Plans in lieu of the plans for same specified in the this Agreement. The Vendor shall have the right, at its sole discretion, to construct the Dwelling either as shown on the plans 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 plan is hereby irrevocably accepted by the Purchaser without any right of abatement of the Purchase Price and in full satisfaction if the Vendor's obligations as to construction of the Dwelling. Further, in the event the Vendor determines, at its sole discretion, to construct the front door, side door, rear door, or any door from the garage to the interior of the Dwelling or the elimination of the side door or door from house to garage or garage to outside, if any, 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. The Vendor shall further have the right to substitute other material for that provided for in the Plans, at the sole discretion of the Vendor, for any cause which it may deem, reasonable without notice thereof to the Purchaser, provided that such material is, in the sole judgment of the Vendor, of substantially equal or better quality than the material in the Plans. The Vendor shall not be obligated to make any such changes or substitutions, but may, at its discretion, terminate this Agreement if the cost of any such changes or substitutions will increase the Vendor's cost of construction. The provisions of this paragraph may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or their successors in title or permitted assigns against the Vendor. Subject to what is hereinbefore set out, if the Dwelling cannot be sited or built on the Real Property in accordance with the requirement of the Municipality or applicable architectural committee, the Agreement shall, upon determination of the siting or building problem and upon written notice to the Purchaser, become null and void and the portion of the Deposit paid to the Vendor shall be returned to the Purchaser without interest.

The Purchaser undertakes and covenants that they will not, at any time either before or after the Closing Date, without the prior written authority of the Vendor (which may be arbitrarily withheld) interfere with or alter the drainage, obstruct the natural flow of water or obstruct the drainage as approved by the Municipality, erect fences, porches, patios, planting, paving, clothes lines or obstructions of any kind, remove top soil or subsoil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Real Property or surrounding lands in any way and if he does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove or relocate such obstructions at the Purchaser's expense and be paid, forthwith upon demand, the cost thereof. The Purchaser shall adhere to the overall drainage patterns of the subdivision, including such easements as may exist or may be required for the purpose of water drainage upon the Real Property to and from adjoining lands, and the Purchaser agrees to grant such easements as may be required from time to time by the Vendor for drainage. The foregoing covenant may, at the option of the Vendor, be included in any transfer of title to the Purchaser and shall run with the land. 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 later, and the Vendor shall have no obligation in that regard whatsoever. If the Vendor is required by any governmental authority to replace any laid sod as a result of the Purchaser's default under this Section 1, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to do so until payment has been made therefore in full to the Vendor by the Purchaser.

The Purchaser covenants and agrees to pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom he is in law responsible to any services installed within the subdivision, which services shall, without limitation, include survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities.

PURCHASER SELECTION

2. Within seven (7) days of notification by the Vendor to the Purchaser, the Purchaser shall complete the Vendor's colour and material selection form for those items of construction and finishing for which the Purchaser is entitled to make selection pursuant to this Agreement, and in the event such items become unavailable, the Purchaser agrees to re-attend within seven (7) days to make alternate selections from the Vendor's samples. If the Purchaser fails to attend and make selections as aforesaid, the Vendor may make the selections on the Purchaser's behalf and the Purchaser agrees to accept the Vendor's selections. The Purchaser shall have no selection whatsoever insofar as exterior colours, designs and materials are concerned. The Vendor shall further have the right to substitute other material for that provided for in the Plans, in the sole discretion of the Vendor, for any cause which it may deem reasonable without notice thereof to the Purchaser, provided that such material is, in the sole judgment of the Vendor, of equal or better quality that the material in the Plans. If for any reason whatsoever the Dwelling is not completed on or before the Closing Date the Vendor shall, at its sole option, be permitted such extension or extensions of time for completion of the work as may be required by the Vendor and the Closing Date shall be extended accordingly. If the Vendor should be unable to substantially complete the Dwelling by the Closing Date or, if extended, within such extended time, the Deposit shall be returned to the Purchaser without interest and this Agreement shall be considered terminated, the Vendor shall not be liable to the Purchaser. in any way for any damages or costs whatsoever including, without limiting the generality of the foregoing, loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs. The provisions of Tarion Warranty Corporation (**"TWC"**) with respect to extension and termination apply to the Agreement and are described in the Tarion Addendum annexed hereto. The Purchaser agrees that in the extent that there is any water leakage into the basement or any other damage of any kind or nature whatsoever which the Vendor shall be required at law to repair, the Vendor shall not be liable for any consequential damage caused by the water or otherwise nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser, but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof. The provision of this Section 2 may be pleaded by the Vendor as an estoppel in any section brought by the Purchaser or his successors in title or assigns against the Vendor.

OCCUPANCY

3. In the event that the Dwelling is substantially completed by the Closing Date the transaction shall be completed on such date without any holdback whatsoever of any part of the Purchase Price and the Vendor shall complete any outstanding items of construction required by the Agreement within a reasonable time thereafter and during normal business hours, having regard to weather conditions and the availability of labor and materials. For the purpose of this Agreement, the Dwelling shall be deemed to be substantially complete when the interior work has been substantially finished to permit occupancy, notwithstanding that there remains grading or landscaping or other outside (or inside) work to be completed. The Purchaser is notified that although the Subdivision Agreements (as hereinafter defined) may require the issuance of an occupancy permit, the practice of the Municipality may be such that oral consent to occupancy is given and that formal consent is given at some later time, including formal release with reference to other matters referred to in the Subdivision Agreements. The Vendor shall not be obligated as of Closing to provide a formal occupancy permit and the Purchaser shall complete this transaction notwithstanding that it has not been issued upon the Vendor advising that the Purchaser may occupy the Real Property after Closing.

TARION WARRANTY CORPORATION INSPECTION

4. a. The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Closing Date, to conduct a pre-delivery inspection of the Dwelling (the "**PDI**") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Dwelling, on the TWC Certificate of Completion and Possession (the "**CCP**") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the *Ontario New Home Warranties Plan Act* as amended (the "**ONHWPA**"). The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Dwelling in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligation hereunder.

b. The Purchaser acknowledges that the Homeowner Information Package as defined in TWC Bulletin 42 (the "**HIP**") is available from TWC 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.

c. The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.

d. In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, 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 of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Dwelling to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI Forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate has executed the CCP and PDI Forms.

e. In the event the Purchaser and/or 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 of Purchase and Sale an/or at law.

f. The Purchaser agrees that prior to Closing Date they will not in any circumstances enter onto the Real Property without the express written authority of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass 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. In addition, the Purchaser agrees that they will not in any circumstances, either personally or by their agent, servant or authorized representative, perform or have perform any work of any nature or kind whatsoever on the Real Property prior to the conveyance of the Real Property to the Purchaser and in the event of a breach of this covenant, the Vendor shall be entitled to take whatever steps are necessary to remove, correct or remedy any such work and the costs or expenses thereof plus a 15% administration fee shall be paid forthwith upon the demand to the Vendor, failing which the Vendor shall be entitled to either terminate this Agreement and any monies paid to the Vendor shall be forfeited to the Vendor and the Vendor shall be released from all obligations hereunder or complete the sale and add any costs or expenses incurred by the Vendor as a result of the foregoing to the Purchase Price as an adjustment on Closing. The Purchaser hereby agrees to indemnify and save harmless the Vendor, its servants and agents, successors and assigns, from all actions, causes of action, claims and demands whatsoever for, upon or by reason of any damage, loss of injury to a person or property of the Purchaser or any of his friends, relatives, workmen, agents or anyone else for whom at law the Purchaser is responsible who have entered on the Real Property or any part of the development of which the Real Property forms a part whether with or without the authorization, express or implied, of the Vendor.

TITLE

5. The Purchaser agrees to accept title to the Real Property subject to the following items and the Purchaser covenants and agrees to adhere to the terms and conditions as set out therein. The Purchaser agrees to satisfy himself as to compliance with any of the following items and the Vendor shall not be obligated on Closing or thereafter to obtain any compliances, releases or discharges with respect to any of the following items:

   a. Any subdivision agreement, site plan agreement, servicing agreement, tree preservation agreement, development agreement, financial agreement or other agreement entered into with any municipal authority or other governmental authority or with any public or private utility commission, including any restrictions, covenants, obligations or liabilities contained therein (collectively the "Subdivision Agreements");

b. Any building or other restrictions and covenants that may be registered against the title to the Real Property, whether registered now or at any time prior to Closing and the Purchaser agrees, if required by the Vendor, to sign the transfer/deed of land containing such restrictions and covenants and to extract the same from any subsequent purchasers;

c. A right in the nature of an easement or license for the Vendor and its respective successors and assigns and its servants and agents to enter upon Real Property at any time following completion to permit the Vendor to carry out the obligations, if any, under the Subdivision Agreements or as imposed by an governmental authority or TWC or any bonding company to effect any corrective measures with respect to the Subdivision Agreements applicable to the Real Property and the transfer/deed of any land may contain a clause to this effect;

d. All easements or right-of-way, licenses or leases, permanent or temporary, as exist or may subsequently be granted in favor of the Municipality, or any public or private utility, or service provider including, but not limited to, Bell Canada, local hydro, Ontario Hydro and Enbridge for hydro, fuel, telephone, television, cable, sewers, water, or other services or utilities; and, further, the Purchaser covenants and agrees to assume, accept and permit any such easements, rights-of-way, licenses or leases and if such easements, rights-of -way, licenses or leases have not been determined when the Purchaser receives his conveyance, such conveyance may contain a covenant by the Purchaser for himself, and his heirs, executors, estate trustees, successors and assigns, to grant any additional easements, right-of-way, licenses or leases as may be required by the Vendor, any municipal or other governmental authority or utility and the Purchaser further covenants and agrees to execute all documents without charge which may be required to convey or confirm any such easement, right-of-way, license or lease and shall exact a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser from him;

e. Such easements as may be required by adjoining owners for access, maintenance or encroachment purposes and the encroachments permitted thereby;

f. The title to the Real Property is to be good and free from all encumbrances, except as provided for in this Agreement. The title is to be examined by the Purchaser at their own expense and they are not to call for the production of any deeds or abstracts of title, surveys, proof of evidence of title or to have furnished any copies thereof, other than those in the Vendor's possession. The Purchaser is to be allowed until 10 days prior to the Closing Date hereof to examine the title at their own expense and if within that time they shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, the Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the portion of the Deposit paid to the Vendor shall be returned without interest and the Vendor shall not be liable for any damages or costs, whatsoever, including, without limiting the generality of the foregoing, loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property;

g. The Purchaser acknowledges that the Real Property is or will be encumbered by mortgages and/or encumbrances which the Purchaser is not to assume and that the Vendor will not be obligated to obtain and register a discharge of such mortgages and/or encumbrances insofar as they affect the Real Property until a reasonable time after Closing and the Purchaser shall accept on Closing the undertaking of the Vendor's solicitors to obtain and register as soon as reasonably possible after Closing a discharge of such mortgages and/or encumbrances;

h. In the event that the Vendor is not the registered owner of the Property, the Purchaser agrees to accept a conveyance of title from the registered owner together with the owner's title covenants in lieu of the Vendor's, and the Purchaser covenants and agrees to execute and deliver on the Closing Date an acknowledgement and release in a form satisfactory to the Vendor and/or the registered owner releasing the registered owner from any and all matters in respect of the within transaction and acknowledging that the registered owner has no liability, obligation or responsibility whatsoever to the Purchaser.

ADJUSTMENTS

6. On Closing, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments, in addition to any other monies required to be paid as set out in this Agreement, the following:
   a. USUAL ADJUSTMENTS
      i. The enrolment fee to be paid under the Tarion Warranty Corporation for the Real Property;
      ii. The cost of the water service/meter, the hydro service/meter and the respective connection charges and the installation thereof at a sum of NO CHARGE plus HST;
      iii. If there are chattels involved in this transaction, the allocation of the value of such chattels shall be estimated where necessary by the Vendor and retail sales tax thereon may be collected and remitted by the Vendor. Alternatively, the Purchaser shall pay the provincial sales tax paid by the Vendor on account of chattels in Schedule "A-1" and/or Schedule "B";

iv. Any amounts which remain unpaid and owing to the Vendor on account of upgrades and extras ordered by the Purchaser;

v. The charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument at a sum of NO CHARGE plus HST;

vi. In the event that there is any implementation of any new or additional levies, capital charges, education development charges, imposts or other charges of any nature or kind whatsoever made or imposed by the Municipality or regional municipality or any other competent authority in connection with the Real Property ("**Levies**") after May 4, 2014, the date of the execution of this Agreement then the Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for the cost of same, and which amount shall be determined by the Vendor and which determination shall be conclusive between the parties hereto;

vii. In the event that there is any increase in the cost of any existing Levies that occurs on or after to date of the execution of this Agreement, then the Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for any such increase which amount shall be determined by the Vendor and which determination shall be conclusive between the parties hereto up to a maximum of $2,500.00 plus applicable HST(as hereinafter defined);

viii.In the event that any new tax not provided for in sub-paragraph 6(f) whether categorized as a multi-stage tax, a business transfer tax, a modified retail sales tax, a value-added tax, or any other type of tax whatsoever is levied or charged in the future by any governmental authorities, including, but without limiting the generality of the foregoing, the municipal, federal, or provincial governments or any of their agencies, on or with respect to any sale, transfer, lease or disposition of property or any provision of goods or services made in the course of a taxable activity, the Purchaser shall be solely responsible for paying to and/or reimbursing the Vendor for such tax, whether or not the legislation imposing such tax places the primary responsibility for payment thereof onto the Vendor, and the Vendor shall be allowed to charge the Purchaser as an adjustment on Closing with the estimated amount of any such tax notwithstanding that such tax may not have been formally or finally levied and payable with such tax adjustment being subject to readjustment, if necessary, when the actual final assessment or levy is available or determinable;

ix. The sum of NO CHARGE plus HST for driveway paving of a single lane driveway and NO CHARGE plus HST for driveway paving of a double driveway;

x. The sum of NO CHARGE plus HST towards the cost of obtaining (partial) discharges for each mortgage on title to the Real Property not being assumed by the Purchaser, on the Closing Date; and

xi. The sum of NO CHARGE plus HST for a plan of survey.

b. REALTY TAX ADJUSTMENT AND UTILITIES

The Vendor's proportionate amount of the realty taxes (including local improvement charges) shall be apportioned and allowed to Closing. Realty taxes (including local improvement charges) shall be estimated by the Vendor for the calendar year in which the transaction is completed and shall be adjusted as if such sum has been paid by the Vendor, notwithstanding that same may not have been levied or paid by the Date of Closing, subject, however, to readjustment when the actual amount of such taxes are ascertained. The parties shall also adjust and the Purchaser shall pay all amount chargeable and billable to the Purchaser for water, hydro, gas, cable T.V. and any other services arising as a result of the Purchaser's failure to make his own contractual arrangements with the relevant public or private utility authorities and suppliers on the Closing Date and for which the Vendor is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Purchaser to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the Dwelling. If any of the adjustments to be made on Closing cannot be accurately determined at the time of Closing, the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined.

c. ESTIMATED HOLDBACK RE: REALTY TAXES

The Purchaser shall pay an amount, on Closing, as an adjustment, to be estimated in the sole discretion of the Vendor, to be held by the Vendor to apply against the Purchaser's share of realty taxes or to any other monies required to be paid by the Purchaser pursuant to the terms of this Agreement which may not have been paid by the Purchaser on Closing, or which may be owing, due to any adjustment after closing. Should any amount so held by the Vendor be less than any actual adjustment therefore, the balance of the said adjustment shall forthwith be paid by the Purchaser to the Vendor upon written demand.

d. HOT WATER TANK, ETC.

The Purchaser shall assume all charges for hydro and other services immediately upon Closing. The Purchaser acknowledges that both the HRV (Heat Recovery Ventilator) and the hot water heater and tank will not be provided or supplied free of charge, by the Vendor or the applicable gas utility. Accordingly, and as both the HRV (Heat Recovery Ventilator) and the hot water heater and tank are not included in the Purchase Price and are to be supplied on a rental basis, then same will not form part of the purchase hereunder, but will remain chattel property, and the Purchaser agrees to execute a rental contract with the supplier thereof for purposes of same, and assume all of the obligations thereunder on Closing. The Purchaser also agrees to be bound by any arrangements made with local cable TV suppliers.

e. COSTS OF REGISTRATION AND TAXES

The transfer/deed of land shall be prepared at the Vendor's expense and may contain any or all of the provisions set forth in this Agreement and shall be executed by the Purchaser, if required by the Vendor, and the Purchaser shall execute and deliver on Closing a covenant, undertaking or agreement incorporating all or any of the terms contained herein or as may be required by the Vendor. The Purchaser undertakes and agrees to register the transfer/deed at his expense at the time of Closing and agrees to pay the land transfer tax in connection with the registration of the transfer on Closing.

f. HARMONIZED SALES TAX

The parties acknowledge and agree that the Purchase Price is inclusive of the Harmonized Sales Tax ("**HST**"). The Purchaser shall receive a credit on the statement of adjustments for any interest in any refund, credit, rebate or the like (the "**Rebate**") of the HST to which the Purchaser is entitled.

i. In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights they may have on Closing or thereafter to the Rebate. The Purchaser acknowledges having received credit from the Vendor for the amount of the Rebate to which the Purchaser is entitled pursuant to the HST legislation, and having assigned the Rebate to and in favour of the Vendor, and directs the Vendor to indicate same in any documentation pertaining to the Rebate.

ii. Subject to Subsection 6 (f) (v) set out below, the Purchaser covenants and agrees that they shall forthwith following the completion of the within transaction of purchase and sale, personally occupy the Dwelling as their principal residence or cause one or more of their relations as same is defined in the HST legislation to do so, and for such period of time as shall then be required in order to entitle the Purchaser to the Rebate.

iii. Subject to Subsections (f) (v) set out below, the Purchaser covenants and agrees to deliver to the Vendor before or after Closing any and all documentation and/or application forms as the Vendor shall request, from time to time, in order to facilitate the aforesaid assignment, including without limiting the generality of the foregoing, an independent form of the Purchaser's covenant set forth in Subsection 6(f)(ii) set out above, in a form satisfactory to the Vendor's solicitors. If the Purchaser fails to execute same upon request then in such even the Purchaser hereby appoints and empowers the Vendor as their authorized attorney to execute the name of Purchaser to any such required documents.

iv. In the event that the Purchaser shall for any reason fail to qualify for the Rebate, the Purchaser shall indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including the amount that the Purchaser would have been entitled to had they so qualified for the Rebate plus penalties and interest thereon) which the Vendor may suffer, or be charged with as a result of the Purchaser's failure to qualify for the Rebate or subsequently be disentitled to the Rebate. As security for the payment of such amount the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien and charge against same.

v. Notwithstanding any other provision contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST eligible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with any applicable HST legislation.

vi. It is further understood and agreed by the parties hereto that:

1. if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitor forthwith upon the Vendor's request for same (and in any event on or before the Closing Date) the Rebate Form duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor may require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
2. 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 Closing date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obligated to pay to the Vendor (or to whomsoever the Vendor may in writing direct) by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, in addition to the Purchaser Price and in those circumstances where the Purchaser maintains that they are eligible for the Rebate despite the Vendor belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file for the Rebate directly with the Canada Customs and Revenue Agency.

g. ADMINISTRATION FEE

An administration fee of TWO HUNDRED AND FIFTY ($250.00) DOLLARS shall be charged to the Purchaser for any cheque delivered to the Vendor or the Vendor's Solicitor and not accepted by the Vendor's or the Vendor's Solicitors bank for any reason.

h. GRADING / DAMAGE

The Vendor may alter or restructure the landscaping, grading, slope and drainage of the Real Property, in such manner and at such times as the Vendor, in its sole discretion shall determine necessary and appropriate.

It is agreed and understood that the acceptance of the siting of the Dwelling on the Real Property and the grading of the Real Property by the appropriate authority shall constitute conclusive acceptance by the Purchaser.

THE PLANNING ACT

7. This Agreement shall be conditional upon the Vendor, at its own expense, complying with the provisions of the *Planning Act, R.S.O. 1990* and any amendments hereto, and obtaining a rezoning of the Real Property (if required) to permit construction of the Dwelling and upon issuance of a building permit, municipal site plan approval (if necessary) and registration of the plan of subdivision or passage of a part-lot exemption by-law on or before the Closing Date.

RISK

8. All buildings and equipment comprising the Dwelling and the Real Property shall be and remain at the risk of the Vendor until Closing and, pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear. In the event of damage to the Dwelling, the Vendor may repair the damage, finish the Dwelling and complete the sale or may cancel this Agreement and have the deposits paid by the Purchaser to Vendor returned to the Purchaser without interest and the Vendor shall thereupon be released from its obligations hereunder.

NOTICES

9. Any notice required to be delivered pursuant to this Agreement to the Purchaser may either be delivered personally or be delivered by facsimile or prepaid mail addressed to the Purchaser's solicitor or the Purchaser at his last known address and in the case of the Vendor any notice required to be delivered pursuant to this Agreement, may either be delivered personally or be delivered by prepaid registered mail or facsimile to the Vendor at 145 Royal Crest Court, Unit 21, Markham, Ontario L3R 9Z4. In the event that such notice is mailed as aforesaid, it shall be deemed to have been received by the party to whom it is addressed on the 3rd business day following the date of its mailing. In the event that such notice is delivered personally or by facsimile, it shall be deemed to have been received by the party to whom it is addressed on the day of such delivery. In the event of a mail stoppage or slow down, all notices shall be delivered.

NON-MERGER AND KEYS

10. All of the Purchaser's covenants and obligation contained in this Agreement shall survive the Closing of this transaction. The Purchaser agrees that keys may be released to the Purchaser at the construction site or sales office upon completion of this transaction, unless otherwise determined by the Vendor. The Vendor's advice that keys are available for release to the Purchaser constituted a valid tender of keys on the Purchaser.

BINDING OFFER

11. This offer, when accepted, shall constitute a binding agreement of purchase and sale. Time shall in all respects be of the essence of this Agreement. It is agreed that there is no representation, warranty or collateral agreement affecting this Agreement of the Dwelling or the Real Property, except as set forth herein in writing, and this Agreement shall not be amended except in writing. The Purchaser releases and absolves the Vendor of any obligation to perform or comply with any promises or representations as may have been made by any sales representative or in any sales brochure, unless the same has been reduced to writing herein.

NON-REGISTRATION, ASSIGNMENT AND POSTPONEMENT AND SUBORDINATION

12. The Purchaser hereby acknowledges the full priority of any construction financing or other mortgages arranged by the Vendor and secured by the Real Property over their interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgements or postponements required to give full effect thereto.

13. The Purchaser further covenants and agrees that they will in no way, directly or indirectly, assign, convey, list for sale, sell or transfer his rights under this Agreement prior to the Closing Date to any other person without the consent of the Vendor in writing, which consent may be withheld in the Vendor's sole discretion, and that they will at no time register or attempt to register this Agreement on title to the Real Property by way of caution, deposit, assignment or in any way whatsoever, or register a certificate of pending litigation and it is expressly agreed by all parties hereto that any such registration or attempt by the Purchaser or anyone acting for or through them shall, at the option of the Vendor, terminate this Agreement and make is absolutely null and void and any monies paid under this Agreement shall immediately become due to the Vendor. In the event that this Agreement, a caution or any other instrument whatsoever is registered against or dealing with the title in contravention of this provision, then the Purchaser hereby appoints the Vendor their true and lawful attorney for the purposes of removing the instrument from title, including the giving of any discharge, the lifting of any caution or the assignment of any rights pursuant to this Agreement. The Purchaser shall bear all costs incurred by the Vendor in the exercise of its function pursuant to this power of attorney. Further, the Purchaser hereby covenants and agrees that at any time prior to Closing any default by them in the performance of any of his covenants or obligations contained herein shall entitle the Vendor, at its sole option, to terminate this Agreement and, upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end and the Purchaser

shall not have any further rights hereunder. The Vendor shall have the right to assign this Agreement, provided that any such assignee shall be bound by all of the covenants made by the Vendor herein, in which even the Vendor shall thereupon be released from all obligations hereunder.

EXTRAS

14. The Purchaser covenants and agrees that 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, together with applicable HST and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed due to the Purchaser's default and subsequent termination of this Agreement by the Vendor. 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 cannot be provided for any reason, then there shall be refunded or credited to the Purchaser upon Closing the amount paid by the Purchaser in connection with such extras, upgrades or changes and this 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.

DEFAULT AND REMEDIES

15. a. Default by the Purchaser

The Purchaser shall be deemed to be in default under this Agreement in each and every of the following events, namely:

i. upon the non-payment of all or any portion of the Purchase Price, or any other sum due herein;
ii. upon a breach of, or failure in the performance of observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser;
iii. upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Real Property.

b. Evidence of Default

A certificate of an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been mailed to the Purchaser, shall be conclusive evidence of the facts therein stated. If such default continues for three (3) days after written notice thereof has been given to the Purchaser or the Purchaser's Solicitor, by the Vendor or its Solicitor, then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the rights and remedies as set out in sub-paragraph 15(c) hereof.

c. Vendor's Remedies

In the event of a default by the Purchaser, then, in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void and in such event, all monies paid hereunder (including the Deposits paid or agreed to be paid by the Purchaser pursuant to page 1 which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable for extras or upgrades orders by the Purchaser, whether or not installed in the Dwelling, shall be forfeited to the Vendor as liquidated damages and not as a penalty. In the event the Vendor's solicitor or agents is holding any of the Deposits in trust pursuant to the Agreement, then in the event of a default, the Vendor's solicitor or agents shall pay to the Vendor the said Deposits together with any interest accrued thereon, provided the Vendor has delivered to its solicitors or agents a certificate of an officer of the Vendor certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and the Vendor is therefore entitled to the Deposits and accrued interest, if any. Thereupon the Purchaser hereby releases the said solicitors or agents from any obligation to hold the deposit monies, if any, in trust, and shall not make any claim whatsoever against the said solicitors or agents and the Purchaser hereby irrevocably authorizes and directs the said solicitors or agents to deliver the deposits and accrued interest, if any, to the Vendor.

d. Documents if Transaction Does Not Close

If the within transaction is not completed for any reason whatsoever and notwithstanding refund or forfeiture of the Deposits, the Purchaser shall execute and deliver such documents affecting title to the Real Property or a release with respect to this Agreement or any such agreement or documents in a form designated by the Vendor, and in the event the Purchaser fails or neglects to execute and deliver such documents, the Purchaser hereby appoints and authorizes the Vendor, the Purchaser's true and lawful attorney to so execute the said documentation. Notwithstanding non-completion of the transaction, the Purchaser is liable for the full cost of extras ordered whether completed in whole or in part.

e. Rights of Vendor

It is understood and agreed that the rights contained in this paragraph 15 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to 8% above the Prime Rate, calculated from the due date to the date of payment. Prime Rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which Royal Bank of Canada establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time.

PURCHASER'S ACKNOWLEDGEMENT

16. The Purchaser acknowledges that existing and/or future development agreements between the Vendor and the Municipality may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the use of the Real Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, postal delivery and the status of services and works in the subdivision. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before the Closing, the Purchaser shall forthwith execute upon request an acknowledgement or amendment to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the Real Property to the Purchaser unless the Purchaser executes such acknowledgements or amendments forthwith upon being requested to do so. In the event that the Purchaser fails to execute and such acknowledgements or amendment immediately on request, then the Vendor shall be entitled, at its sole option, to terminate this Agreement and upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder. Without limiting the generality of the foregoing, the Purchaser acknowledges being advised of the following notices:

a. This dwelling has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate future central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the criteria of the Municipality and the Ministry of the Environment. (Note: The location an installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate area of the subject property.) If the dwelling requires a central air conditioning unit in order for the dwelling to meet municipal, architectural, or regional standards in accordance with the subdivision agreement, the Purchaser will be responsible to pay the sum of $3,450.00 plus HST to the Vendor as an adjustment on closing for the unit;
b. Sufficient accommodation may not be available for all anticipated students in the neighborhood schools, and students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy;
c. Purchasers are advised that mail delivery may be from one or more designated community mail boxes;
d. Purchasers are advised that transformers, fire hydrants and valves, light standards, cable and telephone boxes and rear lot catch basins may be located within their Real Property;
e. The Purchaser acknowledges that should the finished floor elevation be higher than 24" from finished grade at the rear sliding door and decking and steps be required that are not shown indicated in the plans or drawings hereunder, (approximately 4' x 6' wood deck), that the Purchaser shall pay the Vendor as an adjustment on closing, the sum of $1,250.00 plus HST;
f. The Purchaser acknowledges that complete engineering data in respect of the Municipally approved final grading of the Real Property may not, as yet, be complete and accordingly, it may not be possible to construct a dwelling unit 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 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 have ten (10) days from the date of delivery of written notice to the Purchaser or their solicitor, to elect in writing, whether or not to accept a credit in the purchase price, or, to pay the additional cost involved in constructing such walk-out basement or rear deck, as the case may be;
g. The Purchaser acknowledges that the dimensions of the Real Property set out in this Agreement are approximate only. In the event the frontage, depth or area of the Real Property is varied by any amount up to an including five (5%) percent in total, from those specified in the Agreement, the Purchaser agrees to accept all such variations without claim for any abatement in the purchase price and this Agreement shall be read with all amendments required thereby. If any such variation exceeds five (5%) percent in total, the Purchaser or Vendor may terminate this Agreement and the Purchaser shall be entitled to a refund of the deposit monies only, without interest, and the Vendor, Vendor's agent and Purchaser shall

be relieved of all further obligations and liabilities hereunder;

h. Where any portion of any fence is within twelve centimeters of 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 Real Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchase shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable and lawful steps to remove the Unpermitted Encroachment or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Real Property;

i. In the event that the Dwelling erected on the Real Property is substantially completed by Closing as extended, if necessary, the Closing hereof shall be completed on that date and Vendor shall be entitled to complete any outstanding items of construction required by this Agreement within a reasonable time after Closing, having regard to weather conditions and the availability of supplies and labor. The Dwelling shall be deemed to be substantially completed when the interior work required to be done by Vendor hereunder has been finished to permit occupancy, notwithstanding that there remains interior work to be completed by Vendor, or grading, paving, landscaping, or other exterior work to be completed. The Vendor shall not be required to produce an Occupancy Certificate on Closing, provided that Vendor delivers an undertaking to provide same to Purchaser, if issued by the Municipality, within a reasonable time after Closing. Purchaser hereby agrees to accept Vendor's covenant of indemnity regarding lien claims which are the responsibility of Vendor, its trades and/or suppliers in full satisfaction of Purchaser's rights under the Construction Lien Act, and will not claim any lien holdback on Closing. Purchaser assumes full responsibility to arrange a time to meet a representative of Vendor wehen notified prior to Closing, during normal business hours, and when such representative is available to verify that the Dwelling has been completed in accordance with the terms of this Agreement. Purchaser shall not be entitled to examine the Dwelling, except when accompanied by a representative of Vendor, and shall in no event be entitled to possession until Purchaser has executed a Certificate of Completion and Possession, unless same has been complete by Vendor, pursuant to this paragraph, on Purchaser's behalf. In the event of any items being incomplete at that time, they shall be listed on an inspection sheet by the Purchaser and signed by Purchaser and Vendor and same shall constitute Vendor's only undertaking to complete the said incomplete items and Purchaser agrees that no further request for completion of items may be maintained by Purchaser and this shall serve as a good and sufficient release of Vendor in that regard. In the event that Purchaser fails to arrange and attend such inspection as aforesaid, Vendor shall be entitled to conduct such inspection on behalf of the Purchaser and complete any documents in connection with same on behalf of Purchaser and Purchaser hereby appoints Vendor as Purchaser's attorney for such purpose. Purchaser acknowledges and agrees that the warranty to be issued pursuant to the Ontario New Home Warranties Plan Act shall not apply to any work done or installation made on the Property by Purchaser, or at their direction; and

j. The Purchaser(s) acknowledge and accept that the Listing Brokerage/Representative represents the interests of the Vendor and has also entered into a Buyer Customer Service Agreement with the Purchaser(s). The Purchaser(s) further acknowledge and accept that there is NO "Multiple Representation" in this transaction. The Purchaser(s) declare that they are not under any active contract with any other realtor, and in the event the Purchaser(s) have not disclosed this contract to the Listing Brokerage/Sales Representative, the Purchaser(s) agrees to hold the Listing Brokerage/Sales Representative harmless with respect to any damages incurred or sustained.

VENDOR'S REZONING

17. The Purchaser agrees not to object to any application for official or district plan amendment, rezoning, or any form of land division or minor variance of any lands of which the Real Property forms a part or within any adjacent or contiguous lands or other lands being developed either by the Vendor or the developer(s) of the adjoining lands.

LIMITATION

18. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure. The rights, remedies and recourses of the Purchaser in connection with this Agreement are limited to the Vendor, notwithstanding that the Vendor may be, or be deemed to be by law, acting as an agent or otherwise on behalf of some other person, firm, corporation or other entity and the Purchaser hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourses against such other person, firm, corporation, or other entity at law or otherwise.

GENDER

19. This Agreement is not gender specific in meaning.

TENDER

20. Subject to what is hereinafter contained, any tender of money or documents hereunder may be made upon the Vendor or the Purchaser or upon the solicitors acting on their behalf and money may be tendered by negotiable cheque certified by a Canadian Chartered Bank. The parties agree that failing other mutually acceptable arrangements, tender may be validly made at the offices of the Vendor's Solicitor between the hours of 1:00p.m. and 4:00p.m. on the Closing Date

21. Given 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, the following provisions shall prevail, namely:

a. The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer 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 and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitor at least ten (10) days prior to the Closing Date;
b. 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:
   i. shall not occur contemporaneously with the registration of the Transfer/ Deed (and other register able documentation); and
   ii. shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, 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;
c. If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (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 and shall pay a fee as determined by the Vendor's solicitor, acting reasonably for the use of the Vendor's computer facilities;
d. The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Dwelling for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration;
e. Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Dwelling may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original), or by electronic transmission of electronically signed documents through the internet provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document pursuant to the Electronic Commerce Act (Ontario) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party;
f. Notwithstanding anything contained in this 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:
   i. delivered all closing documents to the Purchaser's solicitor in accordance with the provisions of the Document Registration Agreement; and
   ii. 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 Agreement; and
   iii. the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitor and without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, and without any requirement to have an independent witness evidencing the foregoing.

MANNER OF PURCHASER'S TITLE

22. The Purchaser agrees to advise the Vendor or its solicitors within thirty (30) days prior to the Closing Date of the manner in which title is to be taken by the Purchaser.

SUCCESSORS AND ASSIGNS

23. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, estate trustees, successors and permitted assigns.

BINDING OFFER

24. This Offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

RESIDENCY

25. The Vendor hereby represents that it is not a non-resident as defined by Section 116 of The Income Tax Act.

SEVERABLE COMPONENTS

26. If any provision of this Agreement or the application to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extend permitted by law.

CONSTRUCTION LIENS

27. The Purchaser hereby agrees to accept the Vendor's indemnity regarding any Construction Lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the Construction Lien Act of Ontario, and amendments thereto or any successor legislation and the Purchaser will not claim any lien holdback on closing nor will the Purchaser make any other requisitions or requests for information in connection with the *Construction Lien Act* of Ontario or amendments thereto or any successor legislation.

PRE-APPROVAL

28. This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion with the credit worthiness of the Purchaser. The Vendor shall have forty-five (45) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such credit worthiness. This condition is included for the sole benefit of the Vendor may require to determine the Purchaser's credit worthiness. The Vendor must notify the Purchaser in writing that this condition has not been waived or satisfied prior to midnight on the 45th day following the date of acceptance of this Agreement shall be firm and binding. If the Vendor so notifies the Purchaser in writing that the condition has not been satisfied or waived, this Agreements shall be null and void and all deposit monies shall be returned to the Purchaser in full without interest or deduction. The Purchaser acknowledges that it may be necessary for the Vendor to obtain credit or other information in order to satisfy itself as to the Purchaser's credit worthiness and authorizes the Vendor to obtain any consumer reports or other information it may require any consumer reporting agency or credit bureau is hereby authorized to release such information as the Vendor may request.

PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

29. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act, S.C. 2000, as amended), the Purchasers hereby consent to the Vendor's collection and use of the Purchasers' personal information necessary and sufficient to enable the Vendor to proceed with the Purchasers' purchase of the Property including without limitation, collection and use of: (i) the Purchasers' name(s), home address, e-mail address, telefax/telephone number, age, date of birth; (ii) marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below; (iii) residency status, social insurance number and/or government issued

business registration number only for the limited purpose described in subparagraphs (g) and (h) below; (iv) Purchasers' financial information; (v) Purchasers' employment information/history; and (v) desired Dwelling design(s) and color/finish selections in connection with the completion of this transaction and for post-closing and after-sales customer care purposes. The Purchasers hereby agree to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

(a) any companies or legal entities that are associated with, related to or affiliated with the Vendor and are developing one or more other developments or communities that may be of interest to the Purchasers or members of the Purchasers' family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchasers and/or members of the Purchasers' family;

(b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new developments or projects and/or related services to the Purchasers and/or members of the Purchasers' family;

(c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchasers and/or members of the Purchasers' family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchasers' acquisition of the Property from the Vendor;

(d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchasers or the Purchasers' mortgage lender(s) in connection with the completion of the this transaction;

(e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchasers;

(f) one or more providers of any security alarm system, cable television, telephone, telecommunication, hydro-electricity, water/hot water, gas and/or other similar or related services to the Property (or any portion thereof), unless the Purchasers advise the Vendor in writing not to provide any such personal information to an entity providing security alarm services;

(g) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to HST);

(h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchasers' social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended;

(i) the Vendor's solicitors and or the Vendor's solicitor's office staff, to facilitate the closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may, in turn, involve the disclosure of such personal information to an internet application service provider for distribution of documentation;

(j) any real estate agent, real estate broker and/or mortgage broker involved in the Purchaser's purchase of the Property to facilitate the completion of this transaction; and

(k) any person, where the Purchasers further consent to such disclosure or disclosures required by law.

30. Purchaser shall not encumber the title to the Property prior to the Closing and any extension thereof, and, will not register or cause to be registered any deposit, caution, agreement, notice of agreement, or any other document which in Vendor's opinion is a cloud on the title to the Property. Any such encumbrance or registration shall entitle Vendor to terminate this Agreement and, in addition to all of Vendor's rights with respect to same, Vendor shall be entitled to apply Purchaser's deposits on partial account of Vendor's damages (and not as liquidated damages) for such unauthorized registration and Purchaser shall also reimburse Vendor for any financial or other loss or costs resulting from such registration. Moreover, Purchaser hereby appoints Vendor as its lawful Attorney to remove any such registration or to execute any agreement required by the City or Region, and will within two (2) days of a request therefor execute any necessary document to further evidence such Power of Attorney.

31. Tender of money or documents hereunder may be made upon Vendor or Purchaser, or upon their respective solicitors and money may be tendered by cash, or negotiable cheque certified by a Canadian Schedule "A" chartered bank. Where this Agreement is executed by two or more Purchasers, tender on any one Purchaser or such party's solicitor shall be deemed to be tender upon all of the Purchasers. Unless the parties hereto or their solicitors agree otherwise, the time for closing this transaction shall be 1:00 p.m. on the Date of Closing at the appropriate Land Registry Office and in the event Purchaser or Purchaser's Solicitor shall not attend at such time, then Vendor or its solicitor, upon waiting one half hour thereafter shall be entitled to treat this agreement as having been breached by Purchaser, and tender by Vendor shall be deemed to have been waived by Purchaser and Purchaser shall be estopped and forever barred from claiming any defect in title to the Property, or any deficiency in the construction of the Dwelling, or that Vendor was unable or unwilling to complete this transaction in accordance with the terms of the Agreement of Purchase and Sale. Purchaser hereby acknowledges and agrees that the key(s) to the Property shall be released to him directly from the sales office or the construction site office as soon as the transaction has been completed and all relevant documents have been exchanged and/or registered (as the case may be) in the appropriate Land Titles Office, and Vendor shall not otherwise be required to produce or deliver a key to the Property on closing, or as part of any tender in connection therewith.

32. The Purchaser covenants not to install any air conditioning unit or foundation planting within six(6) feet of any external wall and not to finish the whole or any part of the basement (save for any such work performed by the Vendor) for a period of 24 months after Closing, and in event of breach of the foregoing covenant, the Purchaser releases the Vendor from any and all liability whatsoever in respect of water damage to any improvements in the basement and any chattels therein arising from water seepage including any consequential damage arising therefrom.

33. Purchaser agrees that within seven (7) days from request by Vendor, or such lesser period of time as circumstances may dictate, Purchaser shall do all acts and obtain, execute and deliver all documents and assurances, both before and after Closing, required by the First Mortgagee, or the City, or Region, or any other authority pertaining to the Property.

34. Purchaser agrees not to make any application for rezoning, or applications for minor variance of the Property, or any part thereof, for any use other than as permitted by the City. Purchaser hereby acknowledges receipt of notice from Vendor that Vendor may apply for rezoning, severance, minor variance or amendment to any of the remaining lands as laid down by the Plan of Subdivision or any adjoining or neighboring lands to the Property. Purchaser agrees to consent to any such application and agrees that this paragraph may be pleaded as a bar and estoppe to any objection by Purchaser to such applications. The Purchaser has been directed to inquire at the City and Region's Department of Planning and Development as to any known proposals or concepts for development of adjacent properties. The Vendor has not made any representation to the Purchaser concerning the zoning in effect, or the development proposed, for any lands adjacent to development containing the Property.

35. Purchaser covenants that they will properly maintain the Property and that they will not remove topsoil or sub-soil or do anything which may alter the grading or to obstruct the drainage of the Property or surrounding lots in any way and that they will not erect, install, or remove anything on the Property which may affect drainage including, without limitation, fences, patios, or pools until the subdivision in which the Property is located has been fully assumed by the City and/or Region and the First Mortgage has been fully advanced to Vendor. The Transfer to the Purchaser may also contain such covenants.

36. The closing date, subject to any extension thereof as provided for herein, shall be Thursday the 16th day of April 2015. This is to be read with and comply to the Tarion addendum attached hereto.

37. Schedules "A-1" "B" "C" "D" "I" "J" "L" "M" "N" "Tarion Addendum Pages 1 to12" are attached hereto and form an integral part of this agreement.

Dated at Bowmanville, Ontario Tuesday the 29th day of April 2014

Witness (seal) Purchaser - **HELEN HASLEDON** - Date of Birth: **August 28, 1952**

Witness (seal) Purchaser - **ROBERT HASLEDON** - Date of Birth: **March 29, 1956**

Accepted at Markham, Ontario this 29 day of ~~May~~ April 2014

Purchaser's Solicitor
/

Bowmanville Estates Inc.

Per: ______________________
Name:
A.S.O.
I have authority to bind the Corporation.

Vendor's Solicitor
Donald B. Gray

7050 Weston Road, Suite 400
Woodbridge, Ontario L4L 8G7
(905) 850-7000 **Fax:**(905) 850-7050