AlixPartners

COURT FILE NO.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

UNITED OVERSEAS BANK LIMITED

APPLICANT

- AND -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP AND NOVA RIDGE (MANDERLEY) GP CORP.

RESPONDENT

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

SUPPLEMENT TO THE FIRST REPORT OF THE RECEIVER

JULY 24, 2026

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AlixPartners

1.0 Introduction

1. This report (the "**Supplemental Report**") supplements the First Report of the Receiver dated July 8, 2026 (the "**First Report**").

2. On June 23, 2026, AlixPartners was appointed as Receiver of the Debtors by Order of the Honourable Justice Myers.

3. Defined terms in this Supplemental Report have the meaning provided to them in the First Report, unless otherwise defined herein. This Supplemental Report is subject to the restrictions contained in the First Report.

2.0 Background

2.1 Overview

1. In the First Report, the Receiver sought Court approval for a Sale Process to market and sell the Unsold Units at the Manderley condominium development located at 1478-1496 Kingston Road, Toronto (the "**Project**"). The Sale Process included, among other things: (a) the retention of Milborne as the exclusive Sales Agent; (b) a streamlined AVO process for Permitted Transactions; and (c) a confidential Pricing Schedule establishing Target Prices for each Unsold Unit.

2. The Sale Process was designed to maximize value, while establishing a process to cost effectively complete sales and minimize Court time approving the sale of dozens of condominiums, parking spots and lockers.

2.2 The Court's Endorsement and Directives

1. The Court issued an Endorsement on July 17, 2026 (the "**July 17 Endorsement**"), a copy of which is attached as **Appendix "A"**. The Court indicated that it was prepared to grant the relief sought by the Receiver provided that:

   a) the form of Agreement of Purchase and Sale for individual units (the "**Template Individual APS**") is approved by the Court;

   b) pricing discretion is appropriately limited;

   c) *en bloc* sales of multiple units will require further Court approval; and

   d) minimum conditions are specified in respect of Permitted Transactions to enable the court to be satisfied a vesting order ought to be issued when the Receiver certifies that a proposed sale meets the required conditions.

3.0 Revisions to the Sale Process Materials

1. The Receiver has revised the Sale Approval Order, the form of AVO, the Sale Process and the Pricing Schedule (the "**Sale Approval Materials**") to reflect the July 17 Endorsement.

2. The revisions are reflected in **Appendices "B**" through **"D"**, with changes tracked to show revisions to the materials attached to the First Report. The principal revisions can be summarized as follows:

   a) Permitted Transactions Limited to Individual Units: The Permitted Transactions that can be completed by the Receiver without obtaining further Court approval are limited to sales of individual Unsold Units (and any associated parking spot, locker or combined parking spot and locker). *En bloc* sales of more than one Unsold Unit will be subject to further Court approval.

   b) Requirement for Substantially Compliant Template APS: The agreement of purchase and sale for a Permitted Transaction shall be substantially in the form of the Template Individual APS (attached as **Appendix "E"**)**,** subject to such minor deviations from the Template Individual APS as the Receiver considers appropriate.[1]

   c) Target Price Floors with Defined Adjustment Caps: In order to be a Permitted Transaction, the total accepted sale price for Unsold Units is still required to be not less than the Target Price for that Unsold Unit pursuant to the Pricing Schedule; however, the Pricing Schedule has been amended (the "**Revised Pricing Schedule**") to place caps on the adjustments that can be made to the Target Prices. There have been no changes to the Target Prices that were previously listed in the Pricing Schedule. The Revised Pricing Schedule is attached as **Confidential Appendix 1**. For the reasons provided in the First Report, the Receiver remains of the view that Confidential Appendix 1 should be sealed.

   d) Minimum Sale Conditions Framework: The Sale Process sets out a list of "Minimum Sale Conditions" for Permitted Transactions (which expands on the previous list of "Sale Conditions") that the Receiver must certify have been met for the Court to issue an AVO without a further Court attendance. The Sale Process provides that the Receiver, with consent of the Lenders, may still accept an Offer that relates to more than one Unsold Unit or that would otherwise not be a Permitted Transaction provided that in each case, such an Offer is subject to Court approval.

1 The Template Individual APS was developed in consultation with the Sales Agent and is designed for the receivership context and incorporates the following elements, among others, (i) comprehensive "as-is, where is" protections and risk allocation appropriate to a court-supervised receivership; (ii) limitation of the Receiver's representations and warranties; and (iii) clear closing conditions, including a condition precedent requiring approval and vesting by Court order.

3. The Template Individual APS has been developed by the Receiver in consultation with the Sales Agent. The Template Individual APS is generally consistent with the form of agreement of purchase and sale used in respect of other unit sales at the Project that have closed, with such revisions as are appropriate to reflect the Receiver's appointment.

4.0 Service

1. As required by the July 17 Endorsement, this Supplement will be served on the service list, and all parties will be asked to notify the Receiver by no later than July 29, 2026 at 5:00 p.m. EST if they have any objection to the revisions to the Sale Approval Materials. If the Receiver is not notified of any objection by such time, it will request that the Sale Approval Order be issued by the Court in the form attached hereto without a further hearing unless such an attendance is requested by the Court.

5.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully submits that the revisions to the Sale Approval Materials, as summarized above, address the concerns raised by the Court in the July 17 Endorsement and are consistent with the Court's direction that the Sale Process be carried out with clearly bounded Receiver discretion, pre-approved template forms, and appropriate value-maximization protections for the benefit of all creditors.

2. Accordingly, the Receiver respectfully requests that this Court issue the Sale Approval Order in the form attached as Appendix "B", thereby approving:

   a) the revised Sale Process, substantially in the form attached as Appendix "D";

   b) the Template Individual APS, substantially in the form attached as Appendix "E";

   c) the revised form of Approval and Vesting Order, substantially in the form attached as Appendix "C"; and

   d) the sealing of the Revised Pricing Schedule.

***

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC., SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP AND NOVA RIDGE (MANDERLEY) GP CORP. AND NOT IN ITS PERSONAL CAPACITY

Appendix “A”

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CL-26-00000276-0000 **DATE:** July 16, 2026

REGISTRAR: Rayhan Khan

NO. ON LIST: 5

TITLE OF PROCEEDING: UNITED OVERSEAS BANK LIMITED v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP et al

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Clifton Prophet	Counsel for the Applicant	clifton.prophet@gowlingwlg.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Heather Meredith Trevor Courtis Meena Alnajar	Counsel for the Receiver	hmeredith@mccarthy.ca tcourtis@mccarthy.ca malnajar@mccarthy.ca
Tony Bui	Counsel for TSCC 3159	tony@commongroundcondolaw.ca

ENDORSEMENT OF JUSTICE FL MYERS:

1. The Receiver seeks approval of a listing agreement with a real estate broker and a sales process for the Respondent's 70 condominium units to be sold by the Receiver.

2. The broker proposed has direct experience with the building. It is recommended by the Receiver. I find the appointment to be fair and reasonable and approve.

3. The sales process as proposed is also fair and reasonable. Selling residential condominium units to the public does not take a highly specialized process with sharply defined stages and aggressive time limits.

4. I am concerned however about the proposed approval of *en bloc* sales of up to four units and an aggregate price of $2 million without court approval. I will deal with approval of individuals unit sales below. It may well be very helpful to have sales of more than one unit. On the other hand, creating a sub-market for unit sales may also be removing the potential for profit from the Receiver and giving it to the *en bloc* purchasers. Perhaps the Applicant will be content to do that provided its recovery is sufficiently covered. But there are also people with claims behind the Applicant whose interests need to be considered. They are entitled to be satisfied that the process has been value-maximizing to the extent reasonably possible.

5. In my view, proposed sales of more than one unit ought to be brought to court for approval. If this becomes a regular occurrence so that continued motions are inefficient because they just keep following an established, templated process, the need for court approval can be re-visited.

6. I am content to eliminate the need for court approval for 70 virtually identical unit sales on terms that are known in advance to be acceptable and prudent. But that is not what is proposed. The Receiver proposes target or floor prices set by a document filed under seal. It then proposes to give the Applicant the authority to decrease any target price it chooses. It also proposes to leave the terms of each sale to the Receiver in its discretion.

7. The Receiver relies on several cases in which my colleagues have allowed for the Registrar to issue multiple AVOs on sales of units in a multi-unit property without a court hearing. Rather, the order provides that the Registrar will issue an AVO on the Receiver certifying that pre-set acceptable terms have been met.

8. I have made the same order as well. In each of these cases however, the court also approved a template form of agreement of purchase and sale to ensure in advance that the terms of any sale to close without court review were necessarily satisfactory.

9. Failing to provide a template agreement and defined terms of sale in this case would amount to an impermissible delegation of the judicial authority to make vesting orders provided in s. 100 of the *Courts of Justice Act*, RSO 1990, c C.43. The court needs to be satisfied that the orders to be issued by the Registrar will necessarily meet the conditions required for the court to make a vesting order in each case. The process cannot include a provision giving one creditor alone the unlimited authority to change the target process for units. Neither can it leave to the Receiver an unfettered discretion as to the terms of sale.

10. I am not requiring very substantial changes to the sale process as proposed. Para. 1(g) of the proposed sale process already calls for the development of a template APS by the listing broker and the Receiver. It has not been prepared yet. Para. 11 sets out four matters of significance to any proposed sale for consideration by the Receiver. These can readily be rephrased as minimum conditions. In that way, when the Receiver certifies that a proposed sale meets the required terms, the court will be satisfied that the vesting order ought to issue. No inquiry into the target price or terms of sale will be needed.

11. Counsel is to circulate a revised sales process, draft order, and confidential list of target prices, to remove the Applicant's discretion to decrease target prices, to approve a template that must be used (subject to immaterial amendments as may be agreed by the Receiver in any particular case), and setting out minimum acceptable key terms of sale.

12. As the lien claimants did not appear today, in my view they and the rest of the Service List ought to be brought up-to-speed on this outcome and have the opportunity to have input into the revised drafts.

13. When revised drafts are agreed or if the parties reach an impasse, the Receiver should convene a case conference with me to settle the order.

14. The Receiver asks to seal the confidential appendix to its report filed to support the sales process. The document contains the proposed list prices for each unit and the proposed target prices which, if obtained, will be deemed to be satisfactory without a court hearing.

15. I am satisfied that the brief sealing of the document to allow the sales process to proceed for a few weeks or months will cause no identifiable harm to the open courts principle. However, disclosure of the proposed target prices will likely impair the fairness of the sales process. Buyers will know the prices deemed acceptable for each unit. Bidding will certainly be focused on the target prices and below. Disclosure of target prices creates a very real risk that the sales process will not be value-maximizing.

16. There is a recognized public interest in protecting the integrity and fairness of value-maximizing asset sale transactions by court-appointed receivers. *Royal Bank of Canada v. Soundair Corp*., 1991 CanLII 2727 (ON CA). The harm to this public interest by impairing the fairness of the sales process outweighs any possible harm to the open courts principle by delaying disclosure of target prices until sales are completed. The documents will be available. This brief delay is necessary to protect the principles espoused in *Soundair*

FL Myers J.

Justice FL Myers Digitally signed by Justice FL Myers
Date: 2026.07.16 16:13:37 -04'00'

Appendix “B”

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	●DAY, THE ●
	)	
JUSTICE MYERS	)	DAY OF JULY, 2026

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and
NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

ORDER
(Sale Approval)

THIS MOTION made by AlixPartners Restructuring, Inc. in its capacity as Court-appointed receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, for an order, among other things, (i) approving a sale process, (ii) approving the retention of a Sales Agent and the execution of the Listing Agreement (each as defined below), (iii) approving amendments to the Appointment Order of Justice Myers dated June 23, 2026 (the "**Appointment Order**") with respect to permitted transactions, and (iv) granting certain related relief, was heard this day by judicial videoconference.

ON READING the Motion Record of the Receiver, including the Notice of Motion of the Receiver, the First Report of the Receiver dated July 8, 2026 and the attachments thereto (the "**First Report**"), the Supplement to the First Report of the Receiver dated July ●, 2026 (the

"**First Report Supplement**") and on hearing the submissions of counsel for the Receiver and the Applicant and such other parties as listed on the Participant Information Form, with no one appearing for any other person although duly served as appears from the Lawyer's Certificate of Service of Meena Alnajar dated July 9, 2026, filed,

SERVICE AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the First Report.

APPROVAL OF SALE PROCESS AND LISTING AGREEMENT

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and empowered to enter into the Listing Agreement with Milborne Real Estate Inc. (the "**Sales Agent**") in the form attached as Appendix "B" to the First Report, with such non-material amendments as may be agreed to by the Receiver, the Sales Agent and the Applicant (the "**Listing Agreement**"). The Receiver is hereby authorized and directed to make the payments contemplated under the Listing Agreement when earned and payable in accordance with its terms and conditions.

4. **THIS COURT ORDERS** that the Sale Process set out in **Schedule "A"** hereto (the "**Sale Process**") be and is hereby approved and each of the Receiver and Sales Agent is hereby authorized and directed to take such steps as it deems necessary or desirable to carry out and give full effect to the Sale Process.

5. **THIS COURT ORDERS** that the Receiver and the Sales Agent and each of their respective affiliates, partners, directors, employees, advisors, agents and controlling persons, shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature of kind to any person in connection with or as a result of performing their duties under the Sale Process, except to the extent of such losses, claims, damages or liabilities resulting from the

gross negligence or wilful misconduct of the Receiver or Sales Agent, as applicable, as determined by the Court.

PERMITTED TRANSACTIONS

6. **THIS COURT ORDERS** that subsection 3(m) of the Appointment Order be deleted in its entirety and replaced with the following:

> "(m) to sell, convey, transfer, or assign the Property or any part or parts thereof out of the ordinary course of business, including the Unsold Units (as defined in the First Report of the Receiver dated July 8, 2026),
>
> a. if the transaction is in respect of assets other than Unsold Units:
>
> (1) without the approval of this Court in respect of any individual transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; or
>
> (2) with the approval of this Court; or
>
> b. if the transaction is in respect of a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker):
>
> (1) without the approval of this Court, provided that (i) the total accepted sale price for such Unsold Unit is not less than the target price for that Unsold Unit (such price being the "**Target Price**") pursuant to Confidential Appendix 1 to the First Report Supplement, and (ii) the agreement of purchase and sale is substantially in the form attached as Appendix "A" to the First Report Supplement (the "**Template Individual APS**"), subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate; or
>
> (2) with the approval of this Court,

and in each such case notice under subsection 63(4) of the *Personal Property Security Act* (Ontario), or section 31 of the *Mortgages Act* (Ontario), as the case may be, shall not be required;"

7. **THIS COURT ORDERS** that the form of approval and vesting order attached hereto as **Schedule "B"** be and is hereby approved for use by the Receiver in completing a Permitted Transaction with respect to any of the Unsold Units that meets the Minimum Sale Conditions (as defined in the Sale Process).

8. **THIS COURT ORDERS** that the Receiver and its legal counsel are hereby authorized to complete each approval and vesting order with the following information:

(a) the name of the purchaser(s);

(b) the legal description of the applicable Unsold Unit(s) that form the subject matter of the Permitted Transaction; and

(c) any encumbrances to be discharged or permitted encumbrances.

9. **THIS COURT ORDERS** that, upon completion of an approval and vesting order by the Receiver or its legal counsel with respect to a Permitted Transaction (a "**Completed Vesting Order**"), counsel for the Receiver shall present the Completed Vesting Order to the Registrar of the Ontario Superior Court of Justice (Commercial List), together with a Certificate signed by the Receiver, substantially in the form attached hereto as **Schedule "C"**, attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) of the purchased Unsold Unit(s) and the legal description of the purchased Unsold Unit(s). The Court Registrar is authorized, empowered and directed to sign, issue and enter each Completed Vesting Order as presented to it in accordance with this Order, without the need for any attendance in Court by counsel for any party.

SEALING

10. **THIS COURT ORDERS** that Confidential Appendix 1 to the First Report and Confidential Appendix 1 to the First Report Supplement shall be sealed, kept confidential, and

not form part of the public record until all Unsold Units have been sold by the Receiver, or until further order of the Court.

GENERAL

11. **THIS COURT ORDERS** that at any time during the Sale Process, the Receiver may apply to the Court for directions with respect to this order, or for such further order or orders as it may consider necessary or desirable to amend, supplement or clarify the terms of this order or the Sale Process.

12. **THIS COURT ORDERS** that this order shall have full force and effect in all provinces and territories in Canada and outside Canada.

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, to give effect to this order and to assist the Receiver and its agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this order or to assist the Receiver and its agents in carrying out the terms of this order, and to grant representative status to the Receiver in any foreign proceeding.

14. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule "A" – Sale Process

See attached.

Schedule "B" – Form of Approval and Vesting Order

See attached.

Schedule "C" – Form of Receiver's Certificate

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and
NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

RECEIVER'S CERTIFICATE
(Permitted Transactions)

RECITALS

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated June 23, 2026 (the "**Appointment Order**"), AlixPartners Restructuring, Inc. was appointed as the receiver (the "**Receiver**") of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors;

B. Pursuant to an Order of the Court dated July 16, 2026 (the "**Sale Order**"), the Court, among other things:

   a. authorized the Receiver to complete any transaction for a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker), without the approval of the Court, provided that (i) the total accepted sale price for such Unsold Unit is not less than the target price for that Unsold Unit (such price being the "**Target Price**") pursuant to Confidential Appendix 1 to the Supplement to the First Report of the Receiver dated July ●, 2026 (the "**First Report**

Supplement”), and (ii) the agreement of purchase and sale is substantially in the form attached as Appendix “A” to the First Report Supplement (the “**Template Individual APS**”), subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate (each such transaction being a “**Permitted Transaction**”);

b. approved a form of approval and vesting order for use by the Receiver in completing a Permitted Transaction, without the need for a court attendance by counsel for any party; and

c. authorized the Receiver and its legal counsel to complete a draft approval and vesting order with respect to a Permitted Transaction and to present to the Registrar of the Ontario Superior Court of Justice (Commercial List) the completed approval and vesting order together with a certificate of the Receiver attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) and the description of the purchased property; and

C. Terms not otherwise defined in this certificate, shall have the meaning given to them in the First Report of the Receiver dated July 8, 2026.

THE RECEIVER CERTIFIES the following:

1. The Receiver entered into an Agreement of Purchase and Sale with ● (the “**Purchaser**”) for the sale of the Unsold Unit(s) bearing the following legal description: ● (the “**Transaction**”);

2. The Transaction is a Permitted Transaction as defined in the Sale Order that meets the Minimum Sale Conditions as defined in the Sale Process attached as Schedule “A” to the Sale Order;

3. A copy of the agreement of purchase and sale is enclosed with the Certificate; and

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

ALIXPARTNERS RESTRUCTURING, INC., solely in its capacity as Receiver of the Debtors, and not in its personal capacity or in any other capacity

Per: ______________________________

Name:

Title:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

ORDER
(Sale Approval)

McCarthy Tétrault LLP
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Lawyers for the Receiver

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	~~THURSDAY~~●DAY, THE ~~16TH~~●
	)	
JUSTICE MYERS	)	DAY OF JULY, 2026

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

ORDER
(Sale Approval)

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ON READING the Motion Record of the Receiver, including the Notice of Motion of the Receiver, the First Report of the Receiver dated July 8, 2026 and the attachments thereto (the "**First Report**"), the Supplement to the First Report of the Receiver dated July ●, 2026 (the "**First**

Report Supplement") and on hearing the submissions of counsel for the Receiver and the Applicant and such other parties as listed on the Participant Information Form, with no one appearing for any other person although duly served as appears from the Lawyer's Certificate of Service of Meena Alnajar dated July 9, 2026, filed,

SERVICE AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the First Report.

APPROVAL OF SALE PROCESS AND LISTING AGREEMENT

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and empowered to enter into the Listing Agreement with Milborne Real Estate Inc. (the "**Sales Agent**") in the form attached as Appendix "B" to the First Report, with such non-material amendments as may be agreed to by the Receiver, the Sales Agent and the Applicant (the "**Listing Agreement**"). The Receiver is hereby authorized and directed to make the payments contemplated under the Listing Agreement when earned and payable in accordance with its terms and conditions.

4. **THIS COURT ORDERS** that the Sale Process set out in **Schedule "A"** hereto (the "**Sale Process**") be and is hereby approved and each of the Receiver and Sales Agent is hereby authorized and directed to take such steps as it deems necessary or desirable to carry out and give full effect to the Sale Process.

5. **THIS COURT ORDERS** that the Receiver and the Sales Agent and each of their respective affiliates, partners, directors, employees, advisors, agents and controlling persons, shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature of kind to any person in connection with or as a result of performing their duties under the Sale Process, except to the extent of such losses, claims, damages or liabilities resulting from the gross

negligence or wilful misconduct of the Receiver or Sales Agent, as applicable, as determined by the Court.

PERMITTED TRANSACTIONS

6. **THIS COURT ORDERS** that subsection 3(m) of the Appointment Order be deleted in its entirety and replaced with the following:

"(m) to sell, convey, transfer, or assign the Property or any part or parts thereof out of the ordinary course of business, including the Unsold Units (as defined in the First Report of the Receiver dated July 8, 2026),

a. if the transaction is in respect of assets other than Unsold Units:

(1) without the approval of this Court in respect of any individual transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; or

(2) with the approval of this Court; or

b. if the transaction is in respect of ~~one or more Unsold Units~~a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker):

(1) without the approval of this Court, provided that (i) the total accepted sale price for ~~each~~ such Unsold Unit is not less than the target price for that Unsold Unit (such price being the "**Target Price**") pursuant to Confidential Appendix 1 to the First Report Supplement, and (ii) the ~~transaction is not in respect of five or more Unsold Units with an aggregate Target Price of greater than $2 million (each, a "**Permitted Transaction**"); or~~agreement of purchase and sale is substantially in the form attached as Appendix "A" to the First Report Supplement (the "**Template Individual APS**"), subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate; or

(2) with the approval of this Court,

and in each such case notice under subsection 63(4) of the *Personal Property Security Act* (Ontario), or section 31 of the *Mortgages Act* (Ontario), as the case may be, shall not be required;"

7. **THIS COURT ORDERS** that the form of approval and vesting order attached hereto as **Schedule "B"** be and is hereby approved for use by the Receiver in completing a Permitted Transaction with respect to any of the Unsold Units that meets the Minimum Sale Conditions (as defined in the Sale Process).

8. **THIS COURT ORDERS** that the Receiver and its legal counsel are hereby authorized to complete each approval and vesting order with the following information:

(a) the name of the purchaser(s);

(b) the legal description of the applicable Unsold Unit(s) that form the subject matter of the Permitted Transaction; and

(c) any encumbrances to be discharged or permitted encumbrances.

9. **THIS COURT ORDERS** that, upon completion of an approval and vesting order by the Receiver or its legal counsel with respect to a Permitted Transaction (a "**Completed Vesting Order**"), counsel for the Receiver shall present the Completed Vesting Order to the Registrar of the Ontario Superior Court of Justice (Commercial List), together with a Certificate signed by the Receiver, substantially in the form attached hereto as **Schedule "C"**, attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) of the purchased Unsold Unit(s) and the legal description of the purchased Unsold Unit(s). The Court Registrar is authorized, empowered and directed to sign, issue and enter each Completed Vesting Order as presented to it in accordance with this Order, without the need for any attendance in Court by counsel for any party.

SEALING

10. **THIS COURT ORDERS** that Confidential Appendix 1 to the First Report and Confidential Appendix 1 to the First Report Supplement shall be sealed, kept confidential, and not

form part of the public record until all Unsold Units have been sold by the Receiver, or until further order of the Court.

GENERAL

11. **THIS COURT ORDERS** that at any time during the Sale Process, the Receiver may apply to the Court for directions with respect to this order, or for such further order or orders as it may consider necessary or desirable to amend, supplement or clarify the terms of this order or the Sale Process.

12. **THIS COURT ORDERS** that this order shall have full force and effect in all provinces and territories in Canada and outside Canada.

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, to give effect to this order and to assist the Receiver and its agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this order or to assist the Receiver and its agents in carrying out the terms of this order, and to grant representative status to the Receiver in any foreign proceeding.

14. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule "A" – Sale Process

See attached.

Schedule "B" – Form of Approval and Vesting Order

See attached.

Schedule "C" – Form of Receiver's Certificate

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and
NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

RECEIVER'S CERTIFICATE
(Permitted Transactions)

RECITALS

A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated June 23, 2026 (the "**Appointment Order**"), AlixPartners Restructuring, Inc. was appointed as the receiver (the "**Receiver**") of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors;

B. Pursuant to an Order of the Court dated July 16, 2026 (the "**Sale Order**"), the Court, among other things:

a. authorized the Receiver to complete any transaction for ~~one or more of the Unsold Units~~a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker), without the approval of the Court, provided that (i) the total accepted sale price for ~~each~~ such Unsold Unit is not less than the ~~Target Price~~target price for that Unsold Unit~~, and (ii) the transaction is not in respect of five or more Unsold Units with an aggregate Target Price of greater than $2 million~~

(such price being the "**Target Price**") pursuant to Confidential Appendix 1 to the Supplement to the First Report of the Receiver dated July ●, 2026 (the "**First Report Supplement**"), and (ii) the agreement of purchase and sale is substantially in the form attached as Appendix "A" to the First Report Supplement (the "**Template Individual APS**"), subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate (each such transaction being a "**Permitted Transaction**");

b. approved a form of approval and vesting order for use by the Receiver in completing a Permitted Transaction, without the need for a court attendance by counsel for any party; and

c. authorized the Receiver and its legal counsel to complete a draft approval and vesting order with respect to a Permitted Transaction and to present to the Registrar of the Ontario Superior Court of Justice (Commercial List) the completed approval and vesting order together with a certificate of the Receiver attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) and the description of the purchased property; and

C. Terms not otherwise defined in this certificate, shall have the meaning given to them in the First Report of the Receiver dated July 8, 2026.

THE RECEIVER CERTIFIES the following:

1. The Receiver entered into an Agreement of Purchase and Sale with ● (the "**Purchaser**") for the sale of the Unsold Unit(s) bearing the following legal description: ● (the "**Transaction**");

2. The Transaction is a Permitted Transaction as defined in the Sale Order that meets the Minimum Sale Conditions as defined in the Sale Process attached as Schedule "A" to the Sale Order;

3. A copy of the agreement of purchase and sale is enclosed with the Certificate; and

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

ALIXPARTNERS RESTRUCTURING, INC., solely in its capacity as Receiver of the Debtors, and not in its personal capacity or in any other capacity

Per: ________________________________

Name:

Title:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

ORDER
(Sale Approval)

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Lawyers for the Receiver

Summary report: **Litera Compare for Word 11.10.0.38 Document comparison done on 07/21/26 9:31:40 PM**	
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Intelligent Table Comparison: Active	
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Move To	0
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~~Table moves from~~	0
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Embedded Excel	0
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Appendix “C”

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	●, THE ●
	)	
JUSTICE	)	DAY OF ●, ●

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

ORDER
(Approval and Vesting)

THIS MOTION made by AlixPartners Restructuring, Inc. in its capacity as Court-appointed receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between ____________________ (the "**Purchaser**") and the Receiver dated _________________, as amended from time to time, and vesting in the Purchaser the Debtors' right, title and interest in and to the property described in Schedule "B" hereto (the "**Purchased Assets**"), was heard this day by the Registrar,

ON READING the Certificate of the Receiver dated _________________ and the Order of the Honourable Justice ● dated July 16, 2026,

APPROVAL AND VESTING

1. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor and non-material amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule “A” hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule “B” hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Myers dated June 23, 2026; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule “C” hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the encumbrances listed on Schedule “D” hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule “B” hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule “C” hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully

requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule A – Form of Receiver's Certificate

Court File No. __________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

UNITED OVERSEAS BANK LIMITED

Applicant

\- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Myers of the Ontario Superior Court of Justice (the "**Court**") dated June 23, 2026, AlixPartners Restructuring, Inc. was appointed as the receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors;

B. Pursuant to an Order of the Court dated July 16, 2026 (the "**Sale Order**"), the Court, among other things:

a. authorized the Receiver to complete any transaction for a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker), without the approval of the Court, provided that (i) the total accepted sale price for such Unsold Unit is not less than the target price for that Unsold Unit (such price being the "**Target Price**") pursuant to Confidential Appendix 1 to the Supplement to the

First Report of the Receiver dated July ●, 2026 (the "**First Report Supplement**"), and (ii) the agreement of purchase and sale is substantially in the form attached as Appendix "A" to the First Report Supplement (the "**Template Individual APS**"), subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate (each such transaction being a "**Permitted Transaction**");

b. approved a form of approval and vesting order for use by the Receiver in completing a Permitted Transaction; and

c. authorized the Receiver and its legal counsel to complete a draft approval and vesting order with respect to a Permitted Transaction and to present to the Registrar of the Ontario Superior Court of Justice (Commercial List) the completed approval and vesting order together with a certificate of the Receiver attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) and the description of the purchased property;

C. On _________________, the Receiver entered into an agreement of purchase and sale (the "**Sale Agreement**") with ___________________ (the "**Purchaser**"), which is a Permitted Transaction as defined in the Sale Order;

D. On _________________, the Registrar issued an Order (Approval and Vesting) approving the Sale Agreement and vesting in the Purchaser the Debtors' right, title and interest in and to the Purchased Assets (as defined in the Approval Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.; and

E. Terms not otherwise defined in this certificate, shall have the meaning given to them in the Sale Agreement or, if not defined therein, in the First Report of the Receiver dated July 8, 2026.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;

3. The Transaction has been completed to the satisfaction of the Receiver; and

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

ALIXPARTNERS RESTRUCTURING, INC., solely in its capacity as Receiver of the Debtors, and not in its personal capacity or in any other capacity

Per: ____________________________________

Name:

Title:

Schedule "B" – Purchased Assets

Schedule "C" – Claims to be deleted and expunged from title to Real Property

Schedule "D" – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Court File No.: ●

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

ORDER
(Approval and Vesting)

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Meena Alnajar LSO#: 89626N
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E-mail: malnajar@mccarthy.ca

Lawyers for the Receiver

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	●, THE ●
	)	
JUSTICE	)	DAY OF ●, ●

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and
NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

ORDER
(Approval and Vesting)

THIS MOTION made by AlixPartners Restructuring, Inc. in its capacity as Court-appointed receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between ____________________ (the "**Purchaser**") and the Receiver dated _________________, as amended from time to time, and vesting in the Purchaser the Debtors' right, title and interest in and to the property described in Schedule "B" hereto (the "**Purchased Assets**"), was heard this day by the Registrar,

ON READING the Certificate of the Receiver dated _________________ and the Order of the Honourable Justice ● dated July 16, 2026,

APPROVAL AND VESTING

1. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor and non-material amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Myers dated June 23, 2026; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the encumbrances listed on Schedule "D" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule "B" hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule "C" hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to

make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule A – Form of Receiver's Certificate

Court File No. __________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Myers of the Ontario Superior Court of Justice (the "**Court**") dated June 23, 2026, AlixPartners Restructuring, Inc. was appointed as the receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors;

B. Pursuant to an Order of the Court dated July 16, 2026 (the "**Sale Order**"), the Court, among other things:

a. authorized the Receiver to complete any transaction for ~~one or more of the Unsold Units~~a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker), without the approval of the Court, provided that (i) the total accepted sale price for ~~each~~ such Unsold Unit is not less than the ~~Target Price~~target price for that Unsold Unit~~, and (ii) the transaction is not in respect of five or more Unsold Units with an aggregate Target Price of greater than $2 million~~

(such price being the “**Target Price**”) pursuant to Confidential Appendix 1 to the Supplement to the First Report of the Receiver dated July ●, 2026 (the “**First Report Supplement**”), and (ii) the agreement of purchase and sale is substantially in the form attached as Appendix “A” to the First Report Supplement (the “**Template Individual APS**”), subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate (each such transaction being a “**Permitted Transaction**”);

b. approved a form of approval and vesting order for use by the Receiver in completing a Permitted Transaction; and

c. authorized the Receiver and its legal counsel to complete a draft approval and vesting order with respect to a Permitted Transaction and to present to the Registrar of the Ontario Superior Court of Justice (Commercial List) the completed approval and vesting order together with a certificate of the Receiver attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) and the description of the purchased property;

C. On _________________, the Receiver entered into an agreement of purchase and sale (the “**Sale Agreement**") with ___________________ (the "**Purchaser**"), which is a Permitted Transaction as defined in the Sale Order;

D. On _________________, the Registrar issued an Order (Approval and Vesting) approving the Sale Agreement and vesting in the Purchaser the Debtors’ right, title and interest in and to the Purchased Assets (as defined in the Approval Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.; and

E. Terms not otherwise defined in this certificate, shall have the meaning given to them in the Sale Agreement or, if not defined therein, in the First Report of the Receiver dated July 8, 2026.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;

3. The Transaction has been completed to the satisfaction of the Receiver; and

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

ALIXPARTNERS RESTRUCTURING, INC., solely in its capacity as Receiver of the Debtors, and not in its personal capacity or in any other capacity

Per: ____________________________________

Name:

Title:

Schedule "B" – Purchased Assets

Schedule "C" – Claims to be deleted and expunged from title to Real Property

Schedule "D" – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Court File No.: ●

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

ORDER
(Approval and Vesting)

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Meena Alnajar LSO#: 89626N
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E-mail: malnajar@mccarthy.ca

Lawyers for the Receiver

Summary report: **Litera Compare for Word 11.10.0.38 Document comparison done on 07/21/26 9:53:28 PM**	
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Format changes	0
Total Changes:	7

Appendix “D”

SALE PROCESS
(Individual and *En Bloc* Sales of Unsold Units)

Introduction

A. On June 23, 2026 (the "**Filing Date**"), on an application by United Overseas Bank Limited (the "**Agent**") in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the Honourable Justice Myers granted an order (the "**Receivership Order**") appointing AlixPartners Restructuring, Inc. as receiver and manager (in such capacity, the "**Receiver**") over all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business (or businesses) carried on by the Debtors (the "**Business**"), including all proceeds thereof (collectively, the "**Property**").

B. The Property includes the individual condominium units located at 1478-1496 Kingston Road, Toronto (the "**Real Property**"), including 70 residential units, 34 parking spots, 28 lockers and 23 combined parking spots and lockers listed in Schedule "A" hereto (the "**Unsold Units**"), which remain unsold.

C. Pursuant to the Receivership Order, the Receiver is authorized to market any or all of the Property, including advertising and soliciting offers in respect of any and all such Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

D. Pursuant to an order of the Court dated July 16, 2026 (the "**Sale Process Order**"), the Court approved the sale process set out herein (the "**Sale Process**"). The purpose of the Sale Process is to market and sell and/or assign exclusive use of the Unsold Units, on an individual or *en bloc* basis, including all fixtures and chattels designated and described in the applicable agreement of purchase and sale that satisfies the Minimum Sale Conditions set out herein (a "**Sale Agreement**" and each transaction contemplated thereunder, a "**Unit Transaction**"), and any additional Property of the Debtors.

E. The Sale Process Order authorizes the Receiver to enter into transactions with respect to a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker):

(a) without any further approval of the Court, provided that (i) the total accepted sale price for such Unsold Unit is not less than the target price for that Unsold Unit (such price being the "**Target Price**") pursuant to Confidential Appendix 1 to the Supplement to the First Report of the Receiver dated July ●, 2026 (the "**First Report Supplement**"), and (ii) the agreement of purchase and sale is substantially in the form attached as Appendix "A" to the First Report Supplement (the "**Template Individual APS**"), subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate (each, a "**Permitted Transaction**"); or

(b) with the approval of the Court.

F. Any capitalized terms used and not otherwise defined herein shall have the meanings given to them in the First Report of the Receiver dated July 8, 2026.

Sales Agent

1. The Sale Process Order authorizes and empowers the Receiver to enter into a listing agreement (the "**Listing Agreement**") with Milborne Real Estate Inc. (the "**Sales Agent**") pursuant to which the Sales Agent agrees to provide the following services (the "**Services**"), among other things:

   (a) developing a marketing and sales strategy for the Unsold Units;

   (b) preparing marketing materials and coordinating technology solutions for their marketing and sale of the Unsold Units;

   (c) assisting the Receiver in determining the prices set out in the Pricing Schedule, which are based on the Sales Agent's market expertise, comparable sales in the Project and the surrounding area, and consultation with the Receiver, who consulted with the Lenders;

   (d) engaging, compensating and supervising the Sales Agents' sales team;

   (e) establishing and staffing an on-site sales office;

   (f) together with the Receiver and in consultation with the Lenders and with the assistance of legal counsel, preparing a Solicitation Notice (the "**Solicitation Notice**") describing the Real Property and the opportunity;

   (g) together with the Receiver, prepare the Template Individual APS;

   (h) diligent marketing of the Unsold Units for sale and using commercially reasonable efforts to sell the Unsold Units, subject to and in accordance with the Minimum Sale Conditions (described and defined below), including listing one or more of the Unsold Units for sale in a manner agreed to with the Receiver on the Multiple Listing Service ("**MLS**") in accordance with the Pricing Schedule; and

   (i) providing the Receiver with written reports on a regular basis in respect of sales activity

Sale Process

2. The Receiver, in consultation with the Agent, and with the assistance of the Sales Agent, will administer, supervise, facilitate and oversee the sale of the Unsold Units to maximize value for the Unsold Units in a timely manner.

3. In addition to individual listings of the Unsold Units as described above, the Receiver also intends to seek proposals to acquire some or all of the Unsold Units on an *en bloc* basis. The Receiver may, in its discretion, prepare a form of agreement of purchase and sale for

such an *en bloc* sale (the "**Template *En Bloc* APS**") and such other materials as it determines appropriate in connection with the marketing of the Unsold Units on an *en bloc* basis. The Sales Agent shall assist with *en bloc* sales and shall solicit opportunities in this regard.

As-is Where-is

4. The sale of the Property (including any and all Unsold Units) will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature or description by the Respondents, Receiver, Sales Agent, or Lenders or any of their respective Affiliates, agents or estates, except, in the case of the Receiver only, to the extent set forth in an executed Sale Agreement.

5. Potential Buyers must rely solely on their own independent review, investigation and/or inspection of all information and of the Property in connection with their participation in the Sale Process and any transaction they enter into with respect to the Property.

Notice and Solicitation of Interest

6. As soon as reasonably practicable after the granting of the Sale Process Order, but in any event no more than ten (10) Business Days after the issuance of the Sales Process Approval Order, the Sales Agent will:

    (a) send an email including the Solicitation Notice to such parties as it determines are appropriate, in consultation with the Receiver and the Lenders, including industry contacts, potential buyers and the brokerage community;

    (b) post the Unsold Units selected by the Receiver, in consultation with the Lenders and Sales Agent, on MLS in accordance with the Pricing Schedule, if not already posted on MLS; and

    (c) use such other marketing strategies as the Sales Agent believes appropriate to market and sell the Unsold Units, in consultation with the Receiver.

7. As soon as reasonably practicable after the granting of the Sale Process Order, but in any event no more than ten (10) Business Days after the issuance of the Sales Process Approval Order, the Sales Agent and/or the Receiver shall also contact and/or send such materials as they determine appropriate to such parties that they believe, in consultation with one another and the Lenders, may be interested in purchasing all or part of the Unsold Units in an *en bloc* transaction.

8. Thereafter, the Sales Agent and/or the Receiver, as appropriate, will:

    (a) provide the Solicitation Notice and such other materials as they determine appropriate to any additional parties that they become aware of that may be interested in the opportunity;

(b) provide the Template Individual APS and/or any Template *En Bloc* APS, as applicable, to any interested parties;

(c) as appropriate, conduct open houses in respect of Unsold Units and/or establish a model suite at the Real Property;

(d) report on a regular basis on the progress of the Sales Process to the Lenders; and

(e) take such other steps as the Receiver determines is appropriate to market the Unsold Units.

Review and Acceptance of Offers

9. The Sales Agent shall promptly advise the Receiver, who in turn will advise the Lenders, of any offers received for any Unsold Units (an "**Offer**") from a proposed purchaser (a "**Purchaser**"). The Receiver will review and consider all Offers, including *en bloc* Offers for more than one Unsold Unit.

10. The Receiver has the sole discretion to accept or negotiate Offers relating to Permitted Transactions (such an accepted Offer, an "**Accepted Permitted Offer**"), provided that the following conditions are satisfied (the "**Minimum Sale Conditions**"):

(i) the total accepted sale price for such Unsold Unit is not less than the Target Price for that Unsold Unit;

(ii) the agreement of purchase and sale is substantially in the form of the Template Individual APS, subject to such minor deviations from the Template Individual APS as the Receiver deems appropriate;

(iii) the closing conditions, the financial wherewithal of the Purchaser and any other factors affecting the speed, certainty and value of the transaction are acceptable to the Receiver; and

(iv) the proposed closing date is acceptable to the Receiver.

11. Any Offer that relates to more than one Unsold Unit or would otherwise not be a Permitted Transaction shall be subject to further Court approval. In evaluating such Offers, the Receiver will consider any impact on restructuring costs. The Receiver may, in its sole discretion, accept any Offer that relates to more than one Unsold Unit or would otherwise not be a Permitted Transaction with the consent of the Lenders (such an accepted Offer, an "**Accepted Court Approval-Required Offer**" and collectively with each Accepted Permitted Offer, an "**Accepted Offer**", and the underlying transaction a "**Successful Unit Transaction**"), in each case subject to Court approval.

12. The Receiver may, in its sole discretion, reject any Offer that it considers (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these Sale Process procedures; or (iii) not in compliance with the Minimum Sale Conditions.

13. The Receiver may enter into a Sale Agreement in respect of an Accepted Offer (each an "**Accepted Unit Sale Agreement**").

Vesting Order

14. Pursuant to the Sale Process Order, the Receiver or its legal counsel may complete an approval and vesting order in respect of an Accepted Unit Sale Agreement that is a Permitted Transaction in the form attached as Schedule "C" to the Sale Process Order with (i) the name of the Purchaser; (ii) the legal description of the applicable Unsold Unit that forms the subject matter of the Accepted Unit Sale Agreement; and (iii) any encumbrances to be discharged and permitted encumbrances (a "**Completed Vesting Order**"). Counsel for the Receiver may present the Completed Vesting Order to the Registrar of the Court, together with a Certificate signed by the Receiver substantially in the form attached as Schedule "A" to the Sale Process Order attaching a copy of the Accepted Unit Sale Agreement, confirming the name of the Purchaser and the legal description of the purchased Unsold Units.

15. If the Accepted Unit Sale Agreement is not a Permitted Transaction or the Receiver determines, in consultation with the Lenders, that it is otherwise appropriate, the Receiver may bring a motion to the Court seeking an approval and vesting order with respect to such Accepted Unit Sale Agreement.

16. In either case, the Receiver or its counsel shall provide the issued approval and vesting order with respect to the Accepted Unit Sale Agreement to the applicable Purchaser upon receipt from the Court.

Closing a Successful Unit Transaction

17. The Receiver and any Purchaser shall take all reasonable steps to complete the relevant Successful Unit Transaction as soon as possible after an Offer has become an Accepted Offer.

18. Upon the Receiver receiving the purchased price payable on the closing date pursuant to the applicable Accepted Unit Sale Agreement, the conditions to closing set out in the applicable Accepted Unit Sale Agreement having been satisfied or waived by the Receiver and the Purchaser, and the transaction having been completed to the satisfaction of the Receiver, the Receiver shall deliver the Receiver's Certificate attached as Schedule "A" to the applicable approval and vesting order to the applicable Purchaser, serve it on the service list maintained pursuant to the Receivership Order and file it with the Court.

19. In connection with completion of transactions for Unsold Units, the Receiver is authorized to pay from the sale proceeds of an Unsold Unit any amount validly secured against such Unsold Unit pursuant to section 85(3) of the *Condominium Act, 1998* in a manner consistent with the priority of such claim, subject to receiving and verifying such documents, evidence and information as the Receiver reasonably requires to confirm the amount, validity and priority of such claim.

Other

20. The Receiver shall have the right, at any time and in its sole discretion, to: (i) waive strict compliance with the terms of the Sale Process by any person (including missed deadlines or late submission of materials), and (ii) modify the procedures set out herein (including altering the deadlines set out herein), and/or adopt such other procedure that will better promote the sale of the Unsold Units, provided that material modifications to, or the termination of, the Sale Process, shall require Court approval. For certainty, any waiver of or amendments to the deadlines set out herein shall not constitute material modification.

21. Notwithstanding anything else contained herein, at any time if the Receiver determines it is appropriate to do so, the Receiver may apply to Court for advice and direction with respect to the discharge of its powers and duties hereunder, seek approval of any transaction or proposal, seek to modify or supplement the Sale Process and/or seek to terminate the Sale Process.

22. This Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between any Purchaser (or prospective Purchaser) and either the Receiver or Sales Agent, or any obligation to enter into any contractual or other legal relationship between any Purchaser (or prospective Purchaser) and either the Receiver or Sales Agent other than as specifically set forth in a definitive Accepted Unit Sale Agreement that may be signed with the Receiver.

Schedule "A" – Unsold Units

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
1	0103	3	1	77159-0003	Residential
2	0108	8	1	77159-0008	Residential
3	0110	10	1	77159-0010	Residential
4	0201	1	2	77159-0013	Residential
5	0202	2	2	77159-0014	Residential
6	0207	7	2	77159-0019	Residential
7	0208	8	2	77159-0020	Residential
8	0214	13	2	77159-0025	Residential
9	0304	4	3	77159-0033	Residential
10	0310	10	3	77159-0039	Residential
11	0311	11	3	77159-0040	Residential
12	0312	12	3	77159-0041	Residential
13	0314	13	3	77159-0042	Residential
14	0317	16	3	77159-0045	Residential
15	0318	17	3	77159-0046	Residential
16	0401	1	4	77159-0055	Residential
17	0404	4	4	77159-0058	Residential
18	0407	7	4	77159-0061	Residential
19	0411	11	4	77159-0065	Residential
20	0412	12	4	77159-0066	Residential
21	0421	20	4	77159-0074	Residential
22	0426	25	4	77159-0079	Residential
23	0501	1	5	77159-0080	Residential
24	0505	5	5	77159-0084	Residential
25	0510	10	5	77159-0089	Residential
26	0512	12	5	77159-0091	Residential
27	0526	25	5	77159-0104	Residential
28	0601	1	6	77159-0105	Residential
29	0602	2	6	77159-0106	Residential
30	0605	5	6	77159-0109	Residential
31	0611	11	6	77159-0115	Residential
32	0612	12	6	77159-0116	Residential
33	0618	17	6	77159-0121	Residential
34	0619	18	6	77159-0122	Residential
35	0622	21	6	77159-0125	Residential
36	0624	23	6	77159-0127	Residential
37	0701	1	7	77159-0153	Residential
38	0702	2	7	77159-0154	Residential

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
39	0712	12	7	77159-0164	Residential
40	0714	13	7	77159-0165	Residential
41	0715	14	7	77159-0166	Residential
42	0716	15	7	77159-0167	Residential
43	0717	16	7	77159-0168	Residential
44	0719	18	7	77159-0170	Residential
45	0721	20	7	77159-0172	Residential
46	0724	23	7	77159-0175	Residential
47	0804	4	8	77159-0180	Residential
48	0817	16	8	77159-0192	Residential
49	0902	2	9	77159-0195	Residential
50	0903	3	9	77159-0196	Residential
51	0905	5	9	77159-0198	Residential
52	0906	6	9	77159-0199	Residential
53	0908	8	9	77159-0201	Residential
54	0911	11	9	77159-0204	Residential
55	0914	13	9	77159-0206	Residential
56	L2-015	15	2	77159-0027	Locker
57	L2-016	16	2	77159-0028	Locker
58	L6-024	24	6	77159-0128	Locker
59	L6-029	29	6	77159-0133	Locker
60	L6-031	31	6	77159-0135	Locker
61	L6-036	36	6	77159-0140	Locker
62	L6-037	37	6	77159-0141	Locker
63	L6-038	38	6	77159-0142	Locker
64	L6-039	39	6	77159-0143	Locker
65	L6-040	40	6	77159-0144	Locker
66	L6-043	43	6	77159-0147	Locker
67	L6-044	44	6	77159-0148	Locker
68	L6-045	45	6	77159-0149	Locker
69	L6-046	46	6	77159-0150	Locker
70	L6-048	48	6	77159-0152	Locker
71	LA-006	6	A	77159-0231	Locker
72	LA-007	7	A	77159-0232	Locker
73	LA-008	8	A	77159-0233	Locker
74	LA-009	9	A	77159-0234	Locker
75	LA-010	10	A	77159-0235	Locker
76	LB-058	58	B	77159-0297	Locker
77	LB-060	60	B	77159-0299	Locker

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
78	LB-062	62	B	77159-0301	Locker
79	LB-064	64	B	77159-0303	Locker
80	LB-066	66	B	77159-0305	Locker
81	LB-070	70	B	77159-0309	Locker
82	LB-071	71	B	77159-0310	Locker
83	LC-064	64	C	77159-0375	Locker
84	LPH01	1	10	77159-0209	Residential
85	LPH02	2	10	77159-0210	Residential
86	LPH03	3	10	77159-0211	Residential
87	LPH04	4	10	77159-0212	Residential
88	LPH06	6	10	77159-0214	Residential
89	LPH07	7	10	77159-0215	Residential
90	LPH08	8	10	77159-0216	Residential
91	LPH09	9	10	77159-0217	Residential
92	LPH10	10	10	77159-0218	Residential
93	LPH11	11	10	77159-0219	Residential
94	LPH12	12	10	77159-0220	Residential
95	PA-002	2	A	77159-0227	Parking
96	PA-004	4	A	77159-0229	Parking
97	PB-003	3	B	77159-0242	Parking
98	PB-004	4	B	77159-0243	Parking
99	PB-005	5	B	77159-0244	Parking
100	PB-006	6	B	77159-0245	Combined Parking/Locker
101	PB-007	7	B	77159-0246	Combined Parking/Locker
102	PB-008	8	B	77159-0247	Combined Parking/Locker
103	PB-020	20	B	77159-0259	Combined Parking/Locker
104	PB-022	22	B	77159-0261	Combined Parking/Locker
105	PB-023	23	B	77159-0262	Combined Parking/Locker
106	PB-026	26	B	77159-0265	Combined Parking/Locker
107	PB-028	28	B	77159-0267	Combined Parking/Locker
108	PB-030	30	B	77159-0269	Combined Parking/Locker
109	PB-032	32	B	77159-0271	Parking
110	PB-034	34	B	77159-0273	Parking
111	PB-036	36	B	77159-0275	Parking
112	PB-038	38	B	77159-0277	Parking
113	PB-040	40	B	77159-0279	Parking
114	PB-041	41	B	77159-0280	Parking
115	PB-042	42	B	77159-0281	Parking
116	PB-043	43	B	77159-0282	Parking

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
117	PB-044	44	B	77159-0283	Parking
118	PB-045	45	B	77159-0284	Parking
119	PB-049	49	B	77159-0288	Parking
120	PB-050	50	B	77159-0289	Parking
121	PB-052	52	B	77159-0291	Combined Parking/Locker
122	PC-003	3	C	77159-0314	Parking
123	PC-008	8	C	77159-0319	Combined Parking/Locker
124	PC-011	11	C	77159-0322	Combined Parking/Locker
125	PC-012	12	C	77159-0323	Combined Parking/Locker
126	PC-014	14	C	77159-0325	Parking
127	PC-015	15	C	77159-0326	Combined Parking/Locker
128	PC-016	16	C	77159-0327	Combined Parking/Locker
129	PC-020	20	C	77159-0331	Combined Parking/Locker
130	PC-024	24	C	77159-0335	Combined Parking/Locker
131	PC-026	26	C	77159-0337	Combined Parking/Locker
132	PC-030	30	C	77159-0341	Combined Parking/Locker
133	PC-031	31	C	77159-0342	Combined Parking/Locker
134	PC-033	33	C	77159-0344	Combined Parking/Locker
135	PC-036	36	C	77159-0347	Parking
136	PC-039	39	C	77159-0350	Parking
137	PC-040	40	C	77159-0351	Parking
138	PC-041	41	C	77159-0352	Parking
139	PC-042	42	C	77159-0353	Parking
140	PC-043	43	C	77159-0354	Parking
141	PC-046	46	C	77159-0357	Parking
142	PC-047	47	C	77159-0358	Parking
143	PC-048	48	C	77159-0359	Parking
144	PC-049	49	C	77159-0360	Parking
145	PC-050	50	C	77159-0361	Parking
146	PD-002	2	D	77159-0377	Parking – Licensed
147	PD-003	3	D	77159-0378	Parking – Licensed
148	PD-004	4	D	77159-0379	Parking – Licensed
149	PD-005	5	D	77159-0380	Parking – Licensed
150	PD-008	8	D	77159-0383	Combined Parking/Locker
151	PD-009	9	D	77159-0384	Combined Parking/Locker
152	PH01	1	11	77159-0221	Residential
153	PH02	2	11	77159-0222	Residential
154	PH04	4	11	77159-0224	Residential
155	PH05	5	11	77159-0225	Residential

SALE PROCESS
(Individual and *En Bloc* Sales of Unsold Units)

Introduction

A. On June 23, 2026 (the "**Filing Date**"), on an application by United Overseas Bank Limited (the "**Agent**") in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the Honourable Justice Myers granted an order (the "**Receivership Order**") appointing AlixPartners Restructuring, Inc. as receiver and manager (in such capacity, the "**Receiver**") over all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business (or businesses) carried on by the Debtors (the "**Business**"), including all proceeds thereof (collectively, the "**Property**").

B. The Property includes the individual condominium units located at 1478-1496 Kingston Road, Toronto (the "**Real Property**"), including 70 residential units, 34 parking spots, 28 lockers and 23 combined parking spots and lockers listed in Schedule "A" hereto (the "**Unsold Units**"), which remain unsold.

C. Pursuant to the Receivership Order, the Receiver is authorized to market any or all of the Property, including advertising and soliciting offers in respect of any and all such Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

D. Pursuant to an order of the Court dated July 16, 2026 (the "**Sale Process Order**"), the Court approved the sale process set out herein (the "**Sale Process**"). The purpose of the Sale Process is to market and sell and/or assign exclusive use of the Unsold Units, on an individual or *en bloc* basis, including all fixtures and chattels designated and described in the applicable agreement of purchase and sale that satisfies the Minimum Sale Conditions set out herein (a "**Sale Agreement**" and each transaction contemplated thereunder, a "**Unit Transaction**"), and any additional Property of the Debtors.

E. The Sale Process Order authorizes the Receiver to enter into transactions with respect to ~~one or more of the Unsold Units~~a single Unsold Unit (and any associated parking spot, locker or combined parking spot and locker):

(a) without any further approval of the Court, provided that (i) the total accepted sale price for ~~each~~ such Unsold Unit ~~under a Sale Agreement~~ is not less than the target price for that Unsold Unit (such price being the "**Target Price**") pursuant to Confidential Appendix 1 ~~(~~to the ~~"**Pricing Schedule**")~~Supplement to the First Report of the Receiver dated July ~~8~~●, 2026 (the "**First Report Supplement**"), and (ii) the ~~transaction is not in respect of five or more Unsold Units with an aggregate Target Price of greater than $2 million~~agreement of purchase and sale is substantially in the form attached as Appendix "A" to the First Report Supplement (the "**Template Individual APS**"), subject to such minor deviations from the

Template Individual APS as the Receiver deems appropriate (each, a "**Permitted Transaction**"); or

(b) with the approval of the Court.

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(a) developing a marketing and sales strategy for the Unsold Units;

(b) preparing marketing materials and coordinating technology solutions for their marketing and sale of the Unsold Units;

(c) assisting the Receiver in determining the prices set out in the Pricing Schedule, which are based on the Sales Agent's market expertise, comparable sales in the Project and the surrounding area, and consultation with the Receiver, who consulted with the Lenders;

(d) engaging, compensating and supervising the Sales Agents' sales team;

(e) establishing and staffing an on-site sales office;

(f) together with the Receiver and in consultation with the Lenders and with the assistance of legal counsel, preparing a Solicitation Notice (the "**Solicitation Notice**") describing the Real Property and the opportunity;

(g) together with the Receiver, prepare ~~a template agreement of purchase and sale for individual Unsold Units (the "~~the Template Individual APS~~")~~;

(h) diligent marketing of the Unsold Units for sale and using commercially reasonable efforts to sell the Unsold Units, subject to and in accordance with the Minimum Sale Conditions (described and defined below), including listing one or more of the Unsold Units for sale in a manner agreed to with the Receiver on the Multiple Listing Service ("**MLS**") in accordance with the Pricing Schedule; and

(i) providing the Receiver with written reports on a regular basis in respect of sales activity

Sale Process

2. The Receiver, in consultation with the Agent, and with the assistance of the Sales Agent, will administer, supervise, facilitate and oversee the sale of the Unsold Units to maximize value for the Unsold Units in a timely manner.

3. In addition to individual listings of the Unsold Units as described above, the Receiver also intends to seek proposals to acquire some or all of the Unsold Units on an *en bloc* basis. The Receiver may, in its discretion, prepare a form of agreement of purchase and sale for such an *en bloc* sale (the "**Template *En Bloc* APS**") and such other materials as it determines appropriate in connection with the marketing of the Unsold Units on an *en bloc* basis. The Sales Agent shall assist with *en bloc* sales and shall solicit opportunities in this regard. ~~Any *en bloc* sale of five or more Unsold Units with an aggregate Target Price of greater than $2 million (an "***En Bloc* Transaction**") will not be a Permitted Transaction and will require Court approval.~~

As-is Where-is

4. The sale of the Property (including any and all Unsold Units) will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature or description by the Respondents, Receiver, Sales Agent, or Lenders or any of their respective Affiliates, agents or estates, except, in the case of the Receiver only, to the extent set forth in an executed Sale Agreement~~ that meets the Sale Conditions~~.

5. Potential Buyers must rely solely on their own independent review, investigation and/or inspection of all information and of the Property in connection with their participation in the Sale Process and any transaction they enter into with respect to the Property.

Notice and Solicitation of Interest

6. As soon as reasonably practicable after the granting of the Sale Process Order, but in any event no more than ten (10) Business Days after the issuance of the Sales Process Approval Order, the Sales Agent will:

   (a) send an email including the Solicitation Notice to such parties as it determines are appropriate, in consultation with the Receiver and the Lenders, including industry contacts, potential buyers and the brokerage community;

   (b) post the Unsold Units selected by the Receiver, in consultation with the Lenders and Sales Agent, on MLS in accordance with the Pricing Schedule, if not already posted on MLS; and

   (c) use such other marketing strategies as the Sales Agent believes appropriate to market and sell the Unsold Units, in consultation with the Receiver.

7. As soon as reasonably practicable after the granting of the Sale Process Order, but in any event no more than ten (10) Business Days after the issuance of the Sales Process Approval Order, the Sales Agent and/or the Receiver shall also contact and/or send such materials as

they determine appropriate to such parties that they believe, in consultation with one another and the Lenders, may be interested in purchasing all or part of the Unsold Units in an *en bloc* transaction.

8. Thereafter, the Sales Agent and/or the Receiver, as appropriate, will:

   (a) provide the Solicitation Notice and such other materials as they determine appropriate to any additional parties that they become aware of that may be interested in the opportunity;

   (b) provide the Template Individual APS and/or any Template *En Bloc* APS, as applicable, to any interested parties;

   (c) as appropriate, conduct open houses in respect of Unsold Units and/or establish a model suite at the Real Property;

   (d) report on a regular basis on the progress of the Sales Process to the Lenders; and

   (e) take such other steps as the Receiver determines is appropriate to market the Unsold Units.

~~**Sale Conditions**~~

~~9. Any sale of Unsold Units shall be subject to the following conditions (the "**Sale Conditions**"):~~

   ~~(a) the total accepted sale price is not less than the applicable Target Price pursuant to the Pricing Schedule; and~~

   ~~(b) the terms of the applicable Unit Transaction are satisfactory to the Receiver.~~

Review and Acceptance of Offers

9. ~~10.~~ The Sales Agent shall promptly advise the Receiver ~~and~~, who in turn will advise the Lenders, of any offers received for any Unsold Units (an "**Offer**") from a proposed purchaser (a "**Purchaser**"). The Receiver will review and consider all Offers, including *en bloc* Offers for more than one Unsold Unit.

10. ~~11.~~ The Receiver has the sole discretion to accept or negotiate Offers~~, provided that the Sale Conditions are satisfied (~~ relating to Permitted Transactions (such an accepted Offer, an "**Accepted** ~~**Offer**" and the underlying transaction a "**Successful Unit Transaction**"). In evaluating the Offers, the Receiver will consider:~~**Permitted Offer**"), provided that the following conditions are satisfied (the "**Minimum Sale Conditions**"):

   (i) the total accepted sale price for such Unsold Unit is not less than the Target Price for that Unsold Unit;

   (ii) ~~(i)~~ the ~~purchase price and other terms, including if applicable any proposed revisions to~~ agreement of purchase and sale is substantially in the form of the Template Individual APS ~~or~~, subject to such minor deviations from the Template ~~*En Bloc*~~Individual APS~~,~~ as ~~applicable~~the Receiver deems appropriate;

(iii) ~~(ii)~~ the closing conditions, the financial wherewithal of the Purchaser and any other factors affecting the speed, certainty and value of the transaction are acceptable to the Receiver; and

(iv) ~~(iii)~~ the proposed closing date~~; and~~ is acceptable to the Receiver.

~~(iv) to the extent the Offer relates to more than one Unsold Unit, any impact on restructuring costs.~~

11. Any Offer that relates to more than one Unsold Unit or would otherwise not be a Permitted Transaction shall be subject to further Court approval. In evaluating such Offers, the Receiver will consider any impact on restructuring costs. The Receiver may, in its sole discretion, accept any Offer that relates to more than one Unsold Unit or would otherwise not be a Permitted Transaction with the consent of the Lenders (such an accepted Offer, an "**Accepted Court Approval-Required Offer**" and collectively with each Accepted Permitted Offer, an "**Accepted Offer**", and the underlying transaction a "**Successful Unit Transaction**"), in each case subject to Court approval.

12. The Receiver may, in its sole discretion, reject any Offer that it considers (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these Sale Process procedures; or (iii) not in compliance with the Minimum Sale Conditions.

13. The Receiver may enter into a Sale Agreement in respect of an Accepted Offer ~~provided that it complies with the Sale Conditions, subject to such amendments to which the Lenders consent~~ (each an "**Accepted Unit Sale Agreement**").

Vesting Order

14. Pursuant to the Sale Process Order, the Receiver or its legal counsel may complete an approval and vesting order in respect of an Accepted Unit Sale Agreement that is a Permitted Transaction in the form attached as Schedule "C" to the Sale Process Order with (i) the name of the Purchaser; (ii) the legal description of the applicable Unsold Unit that forms the subject matter of the Accepted Unit Sale Agreement; and (iii) any encumbrances to be discharged and permitted encumbrances (a "**Completed Vesting Order**"). Counsel for the Receiver may present the Completed Vesting Order to the Registrar of the Court, together with a Certificate signed by the Receiver substantially in the form attached as Schedule "A" to the Sale Process Order attaching a copy of the Accepted Unit Sale Agreement, confirming the name of the Purchaser and the legal description of the purchased Unsold Units.

15. If the Accepted Unit Sale Agreement is not a Permitted Transaction or the Receiver determines, in consultation with the Lenders, that it is otherwise appropriate, the Receiver may bring a motion to the Court seeking an approval and vesting order with respect to such Accepted Unit Sale Agreement.

16. In either case, the Receiver or its counsel shall provide the issued approval and vesting order with respect to the Accepted Unit Sale Agreement to the applicable Purchaser upon receipt from the Court.

Closing a Successful Unit Transaction

17. The Receiver and any Purchaser shall take all reasonable steps to complete the relevant Successful Unit Transaction as soon as possible after an Offer has become an Accepted Offer.

18. Upon the Receiver receiving the purchased price payable on the closing date pursuant to the applicable Accepted Unit Sale Agreement, the conditions to closing set out in the applicable Accepted Unit Sale Agreement having been satisfied or waived by the Receiver and the Purchaser, and the transaction having been completed to the satisfaction of the Receiver, the Receiver shall deliver the Receiver's Certificate attached as Schedule "A" to the applicable approval and vesting order to the applicable Purchaser, serve it on the service list maintained pursuant to the Receivership Order and file it with the Court.

19. In connection with completion of transactions for Unsold Units, the Receiver is authorized to pay from the sale proceeds of an Unsold Unit any amount validly secured against such Unsold Unit pursuant to section 85(3) of the *Condominium Act, 1998* in a manner consistent with the priority of such claim, subject to receiving and verifying such documents, evidence and information as the Receiver reasonably requires to confirm the amount, validity and priority of such claim.

Other

20. ~~19.~~ The Receiver shall have the right, at any time and in its sole discretion, to: (i) waive strict compliance with the terms of the Sale Process by any person (including missed deadlines or late submission of materials), and (ii) modify the procedures set out herein (including altering the deadlines set out herein), and/or adopt such other procedure that will better promote the sale of the Unsold Units, provided that material modifications to, or the termination of, the Sale Process, shall require Court approval. For certainty, any waiver of or amendments to the deadlines set out herein shall not constitute material modification.

21. ~~20.~~ Notwithstanding anything else contained herein, at any time if the Receiver determines it is appropriate to do so, the Receiver may apply to Court for advice and direction with respect to the discharge of its powers and duties hereunder, seek approval of any transaction or proposal, seek to modify or supplement the Sale Process and/or seek to terminate the Sale Process.

22. ~~21.~~ This Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between any Purchaser (or prospective Purchaser) and either the Receiver or Sales Agent, or any obligation to enter into any contractual or other legal relationship between any Purchaser (or prospective Purchaser) and either the Receiver or Sales Agent other than as specifically set forth in a definitive Accepted Unit Sale Agreement that may be signed with the Receiver.

Schedule "A" – Unsold Units

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
1	0103	3	1	77159-0003	Residential
2	0108	8	1	77159-0008	Residential
3	0110	10	1	77159-0010	Residential
4	0201	1	2	77159-0013	Residential
5	0202	2	2	77159-0014	Residential
6	0207	7	2	77159-0019	Residential
7	0208	8	2	77159-0020	Residential
8	0214	13	2	77159-0025	Residential
9	0304	4	3	77159-0033	Residential
10	0310	10	3	77159-0039	Residential
11	0311	11	3	77159-0040	Residential
12	0312	12	3	77159-0041	Residential
13	0314	13	3	77159-0042	Residential
14	0317	16	3	77159-0045	Residential
15	0318	17	3	77159-0046	Residential
16	0401	1	4	77159-0055	Residential
17	0404	4	4	77159-0058	Residential
18	0407	7	4	77159-0061	Residential
19	0411	11	4	77159-0065	Residential
20	0412	12	4	77159-0066	Residential
21	0421	20	4	77159-0074	Residential
22	0426	25	4	77159-0079	Residential
23	0501	1	5	77159-0080	Residential
24	0505	5	5	77159-0084	Residential
25	0510	10	5	77159-0089	Residential
26	0512	12	5	77159-0091	Residential
27	0526	25	5	77159-0104	Residential
28	0601	1	6	77159-0105	Residential
29	0602	2	6	77159-0106	Residential
30	0605	5	6	77159-0109	Residential
31	0611	11	6	77159-0115	Residential
32	0612	12	6	77159-0116	Residential
33	0618	17	6	77159-0121	Residential
34	0619	18	6	77159-0122	Residential
35	0622	21	6	77159-0125	Residential
36	0624	23	6	77159-0127	Residential
37	0701	1	7	77159-0153	Residential
38	0702	2	7	77159-0154	Residential

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
39	0712	12	7	77159-0164	Residential
40	0714	13	7	77159-0165	Residential
41	0715	14	7	77159-0166	Residential
42	0716	15	7	77159-0167	Residential
43	0717	16	7	77159-0168	Residential
44	0719	18	7	77159-0170	Residential
45	0721	20	7	77159-0172	Residential
46	0724	23	7	77159-0175	Residential
47	0804	4	8	77159-0180	Residential
48	0817	16	8	77159-0192	Residential
49	0902	2	9	77159-0195	Residential
50	0903	3	9	77159-0196	Residential
51	0905	5	9	77159-0198	Residential
52	0906	6	9	77159-0199	Residential
53	0908	8	9	77159-0201	Residential
54	0911	11	9	77159-0204	Residential
55	0914	13	9	77159-0206	Residential
56	L2-015	15	2	77159-0027	Locker
57	L2-016	16	2	77159-0028	Locker
58	L6-024	24	6	77159-0128	Locker
59	L6-029	29	6	77159-0133	Locker
60	L6-031	31	6	77159-0135	Locker
61	L6-036	36	6	77159-0140	Locker
62	L6-037	37	6	77159-0141	Locker
63	L6-038	38	6	77159-0142	Locker
64	L6-039	39	6	77159-0143	Locker
65	L6-040	40	6	77159-0144	Locker
66	L6-043	43	6	77159-0147	Locker
67	L6-044	44	6	77159-0148	Locker
68	L6-045	45	6	77159-0149	Locker
69	L6-046	46	6	77159-0150	Locker
70	L6-048	48	6	77159-0152	Locker
71	LA-006	6	A	77159-0231	Locker
72	LA-007	7	A	77159-0232	Locker
73	LA-008	8	A	77159-0233	Locker
74	LA-009	9	A	77159-0234	Locker
75	LA-010	10	A	77159-0235	Locker
76	LB-058	58	B	77159-0297	Locker
77	LB-060	60	B	77159-0299	Locker

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
78	LB-062	62	B	77159-0301	Locker
79	LB-064	64	B	77159-0303	Locker
80	LB-066	66	B	77159-0305	Locker
81	LB-070	70	B	77159-0309	Locker
82	LB-071	71	B	77159-0310	Locker
83	LC-064	64	C	77159-0375	Locker
84	LPH01	1	10	77159-0209	Residential
85	LPH02	2	10	77159-0210	Residential
86	LPH03	3	10	77159-0211	Residential
87	LPH04	4	10	77159-0212	Residential
88	LPH06	6	10	77159-0214	Residential
89	LPH07	7	10	77159-0215	Residential
90	LPH08	8	10	77159-0216	Residential
91	LPH09	9	10	77159-0217	Residential
92	LPH10	10	10	77159-0218	Residential
93	LPH11	11	10	77159-0219	Residential
94	LPH12	12	10	77159-0220	Residential
95	PA-002	2	A	77159-0227	Parking
96	PA-004	4	A	77159-0229	Parking
97	PB-003	3	B	77159-0242	Parking
98	PB-004	4	B	77159-0243	Parking
99	PB-005	5	B	77159-0244	Parking
100	PB-006	6	B	77159-0245	Combined Parking/Locker
101	PB-007	7	B	77159-0246	Combined Parking/Locker
102	PB-008	8	B	77159-0247	Combined Parking/Locker
103	PB-020	20	B	77159-0259	Combined Parking/Locker
104	PB-022	22	B	77159-0261	Combined Parking/Locker
105	PB-023	23	B	77159-0262	Combined Parking/Locker
106	PB-026	26	B	77159-0265	Combined Parking/Locker
107	PB-028	28	B	77159-0267	Combined Parking/Locker
108	PB-030	30	B	77159-0269	Combined Parking/Locker
109	PB-032	32	B	77159-0271	Parking
110	PB-034	34	B	77159-0273	Parking
111	PB-036	36	B	77159-0275	Parking
112	PB-038	38	B	77159-0277	Parking
113	PB-040	40	B	77159-0279	Parking
114	PB-041	41	B	77159-0280	Parking
115	PB-042	42	B	77159-0281	Parking
116	PB-043	43	B	77159-0282	Parking

List #	Suite #	Legal Unit	Legal Level	PIN	Unit Type
117	PB-044	44	B	77159-0283	Parking
118	PB-045	45	B	77159-0284	Parking
119	PB-049	49	B	77159-0288	Parking
120	PB-050	50	B	77159-0289	Parking
121	PB-052	52	B	77159-0291	Combined Parking/Locker
122	PC-003	3	C	77159-0314	Parking
123	PC-008	8	C	77159-0319	Combined Parking/Locker
124	PC-011	11	C	77159-0322	Combined Parking/Locker
125	PC-012	12	C	77159-0323	Combined Parking/Locker
126	PC-014	14	C	77159-0325	Parking
127	PC-015	15	C	77159-0326	Combined Parking/Locker
128	PC-016	16	C	77159-0327	Combined Parking/Locker
129	PC-020	20	C	77159-0331	Combined Parking/Locker
130	PC-024	24	C	77159-0335	Combined Parking/Locker
131	PC-026	26	C	77159-0337	Combined Parking/Locker
132	PC-030	30	C	77159-0341	Combined Parking/Locker
133	PC-031	31	C	77159-0342	Combined Parking/Locker
134	PC-033	33	C	77159-0344	Combined Parking/Locker
135	PC-036	36	C	77159-0347	Parking
136	PC-039	39	C	77159-0350	Parking
137	PC-040	40	C	77159-0351	Parking
138	PC-041	41	C	77159-0352	Parking
139	PC-042	42	C	77159-0353	Parking
140	PC-043	43	C	77159-0354	Parking
141	PC-046	46	C	77159-0357	Parking
142	PC-047	47	C	77159-0358	Parking
143	PC-048	48	C	77159-0359	Parking
144	PC-049	49	C	77159-0360	Parking
145	PC-050	50	C	77159-0361	Parking
146	PD-002	2	D	77159-0377	Parking – Licensed
147	PD-003	3	D	77159-0378	Parking – Licensed
148	PD-004	4	D	77159-0379	Parking – Licensed
149	PD-005	5	D	77159-0380	Parking – Licensed
150	PD-008	8	D	77159-0383	Combined Parking/Locker
151	PD-009	9	D	77159-0384	Combined Parking/Locker
152	PH01	1	11	77159-0221	Residential
153	PH02	2	11	77159-0222	Residential
154	PH04	4	11	77159-0224	Residential
155	PH05	5	11	77159-0225	Residential

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 07/21/26 9:49:59 PM	
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~~Delete~~	41
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	90

Appendix “E”

Suite No. _________
Residential Unit No. ________ Level No. ________

THE MANDERLEY

AGREEMENT OF PURCHASE AND SALE

The undersigned, (collectively, the "**Purchaser**"), hereby agrees with AlixPartners Restructuring, Inc. in its capacity as Court-appointed receiver (in such capacity, the "**Vendor**") of Nova Ridge (Manderley) Limited Partnership and Nova Ridge (Manderley) GP Corp. (collectively, the "**Developer**", and collectively with the Vendor, the "**Vendor Entities**") to purchase the above-noted Residential Unit as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with the Parking Unit(s) and/or Combined Parking/Locker Units and/or the Locker Unit(s) noted below for the lands and premises municipally known as 2 Manderley Drive situate in the City of Toronto (hereinafter called the "**Property**"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the Declaration for Toronto Standard Condominium Corporation No. 3159 (collectively, the "**Unit**") on the following terms and conditions:

1. The total purchase price of the Unit (collectively, the "**Purchase Price**"), in lawful money of Canada, is calculated below:

(a) the purchase price for the Residential Unit is $____________________________________;
(b) the purchase price for ____ Parking Unit(s) is $____________________________________;
(c) the purchase price for ____ Combined Parking/Locker Unit(s) is $____________________________________;
(d) the purchase price for ____ Locked Unit(s) is $____________________________________;

(e) **the total Purchase Price is inclusive of HST net the GST/HST New Housing Rebate** $____________________________________;

The Purchase Price is payable as follows:

(a) to Owens Wright LLP, in Trust, (the "**Vendor's Solicitors**" or "**Escrow Agent**" or "**Trustee**") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Title Transfer Date (as defined below):

(i) The sum of ____ ($____________) Dollars submitted with this Agreement.

[NOTE TO DRAFT: ADDITIONAL DEPOSITS CAN BE INSERTED]

(b) the balance of the Purchase Price to the Vendor's Solicitors by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor from a Canadian chartered bank on the Title Transfer Date, subject to the adjustments set forth herein:

2. Title Transfer Date

(a) The transfer of title to the Unit shall be completed on the ___ day of ________________ 202___ (the "**Title Transfer Date**" or "**Closing Date**" or "**Closing**").

(b) The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is the address set out in the Tarion Addendum.

(c) The Vendor Entities' obligations contained in this Agreement shall be conditional upon the Vendor receiving an order of the Ontario Superior Court of Justice (Commercial List) in a form satisfactory to the Vendor, acting reasonably, or such other court as has jurisdiction in the matter, approving the sale of the Property to be vested in the Purchaser, free and clear of all claims and encumbrances against the Property as contemplated by this Agreement (the "**Approval and Vesting Order**").

The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement. The Purchaser acknowledges that he or she has read all Sections and Schedules of this Agreement and the form of Acknowledgement, if any:

Schedule "A" – Unit Plan/Sketch
Schedule "B" – Features & Finishes
Schedule "C" – Non-Resident
Schedule "D" – Warning Provisions
Schedule "E" – First-Time Homebuyer
Schedule "F" – HST
Schedule "G" – Occupancy Licence (if applicable)
Schedule "R" – Receipt Confirmation
Schedule "Z" – Receiver Provisions

Schedule being the **Tarion Warranty Corporation Statement of Critical Dates and Addendum** to the Agreement of Purchase and Sale (collectively, the "**Tarion Addendum**") and such other Schedules annexed thereto, as well as the "***Warranty Information for New Condominium Units"*** sheet required by the Tarion Warranty Corporation.

SOLICITOR FOR THE PURCHASER:
(purchaser to complete)

Firm Name: ______________________________________
Lawyer: ______________________________________
Address: ______________________________________
Fax: ______________________________________
Email: ______________________________________

Vendor [ ] Purchaser [ ] [ ]

DATED, signed and delivered this ______ day of ______________________ 202____.

SIGNED, SEALED AND DELIVERED in the presence of	}	**Signature:** ____
	}	Purchaser: ____
	}	Date of Birth (m/d/year): _______________ SIN: ______________________
____________________________	}	Address: ____
WITNESS: *(as to all Purchasers' signatures, if more than one purchaser)*	}	**Signature:** ____
	}	Purchaser: ____
	}	Date of Birth (m/d/year): _______________ SIN: ______________________
	}	Address: ____

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED, signed sealed and delivered this ______ day of ______________________ 202____.

VENDOR'S SOLICITOR:

OWENS WRIGHT LLP
20 Holly Street, Suite 200
Toronto, ON M3C 3E9
Attn: Louis A. Gasbarre
Tel: (416) 390.9635 **Fax:** (416) 486.3309

AlixPartners Restructuring, Inc.
in its capacity as Court-appointed receiver of
Nova Ridge (Manderley) Limited Partnership
and Nova Ridge (Manderley) GP Corp.

Per: ________________________________
Name: ____________________, authorized signing officer

Seal

ADDITIONAL PROVISIONS

3. Definitions

The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act (Ontario)* the regulations thereunder and any amendments thereto (the "**Act**") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:

(a) **"Agreement"** means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;

(b) "**Combined Parking/Locker Unit**" means the combined parking/locker unit, if any, to be located in the Condominium in a location to be specified by the Vendor in its sole discretion on or before the Title Transfer Date. The Purchaser further acknowledges that the Vendor, in its sole discretion, shall have the right to relocate such unit to another location in the Condominium prior to the Title Transfer Date. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges that any such combined/parking locker unit is included in the Purchase Price only if indicated on page 1 hereof, failing which such unit is not included in the Purchase Price;

(c) **"Condominium"** means Toronto Standard Condominium Corporation No. 3159 which is registered against the Property pursuant to the provisions of the Act;

(d) **"Condominium Documents"** means the Constating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Developer on behalf of the Condominium or by the Condominium directly prior to the turnover of the Condominium, including, but not limited to, telecommunications agreement(s), utilities sub-metering or check-metering agreement(s), shared facilities or reciprocal agreements(s), and/or waste material sorter lease(s), all as may be amended from time to time;

(e) **"CRA"** means the Canada Revenue Agency or its successors;

(f) **"Constating Documents"** means the declaration and description which is registered against title to the Property, and which created the Condominium, as may be amended from time to time;

(g) "**Locker Unit**" means the locker unit, located in the Condominium in a location to be specified by the Vendor in its sole discretion on or before the Title Transfer Date. The Purchaser further acknowledges that the Vendor, in its sole discretion, shall have the right to relocate such unit to another location in the Condominium prior to the Title Transfer Date. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges that any such locker unit is included in the Purchase Price only if indicated on page 1 hereof, failing which such unit is not included in the Purchase Price;

(h) "**ONHWPA**" means the *Ontario New Home Warranties Plan Act* (Ontario) as amended;

(i) "**Parking Unit**" means the parking unit, located in the Condominium in a location to be specified by the Vendor in its sole discretion on or before the Title Transfer Date. The Purchaser further acknowledges that the Vendor, in its sole discretion, shall have the right to relocate such unit to another location in the Condominium prior to the Title Transfer Date. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges that any such parking unit is included in the Purchase Price only if indicated on page 1 hereof, failing which such unit is not included in the Purchase Price;

(j) **"Property"** shall mean the lands and premises upon which the Condominium has been constructed and legally described in the Condominium Documents; and

(k) **"Tarion"** means Tarion Warranty Corporation or its successors.

4. Finishes

The Purchase Price shall include those items listed on Schedule "B" attached hereto. The Purchaser acknowledges that only the items set out in Schedule "B" are included in the Purchase Price and that model suite/vignette furnishings and appliances, decor, upgrades, artist's renderings, scale model(s), improvements, millwork, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule "B".

5. Deposits

(a) The Vendor shall credit the Purchaser with interest at the prescribed rate as set out in the Act and the regulations thereto on the Title Transfer Date on all money received by the Vendor on account of the Purchase Price from the date of deposit of the money received from time to time by the Vendor's Solicitors or the Trustee until the Title Transfer Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted in the Tarion Addendum. The Purchaser further acknowledges and agrees that any cheques provided to the Vendor on account of the Purchase Price will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada (the "**ITA**"). If the Purchaser is not a resident of Canada for the purposes of the ITA the Vendor shall be entitled to withhold and remit to CRA the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.

(b) All deposits paid by the Purchaser shall be held by the Escrow Agent in a designated trust account and shall be released only in accordance with the provisions of subsection 81(7) of the Act and the regulations thereto, as amended.

6. Adjustments

(a) The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed from the Title Transfer Date, with that day itself apportioned to the Purchaser:

(i) realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes and/or such further amounts on the Title Transfer Date pending receipt of final tax bills for the Unit, following which said realty taxes shall be readjusted in accordance with subsections 80(8) and (9) of the Act;

(ii) common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques or pre-authorized debit form payable to the Condominium for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year); and

(iii) Interest on all money paid by the Purchaser on account of the Purchase Price shall be adjusted and credited to the Purchaser in accordance with paragraph 5 of this Agreement;

(b) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:

(i) the cost of the Tarion enrolment fee for the Unit, as well as the regulatory oversight fee collected by the Home Construction Regulatory Authority (the "**HCRA**"), and such other fees collected by the Tarion and/or the HCRA in respect of the Unit (together with any provincial or federal taxes exigible with respect thereto);

(ii) an amount equal to two (2) months of common expenses for the Unit as a contribution towards the operation of the Condominium, which amount shall be paid directly to the Condominium on closing. Such amount shall be in addition to any common expenses otherwise payable to the Condominium;

(iii) a sum of One Hundred ($100.00) Dollars towards the cost of the Vendor obtaining and providing a condominium status certificate to the Purchaser;

(iv) all deposits or security which is required to be posted with all utility supplies or such third parties which provide any metering or check or sub-metering services, and if same have been provided by the Vendor, same shall be paid to the Vendor by the Purchaser in reimbursement of same. Such amounts shall be calculated by dividing the total amount of any such bulk charges and costs by the number of Residential Units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs; and

(v) any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.

7. Examination of Title

The Purchaser shall be allowed until the tenth (10^{th}) day following the date upon which the Agreement becomes firm and binding on all parties hereto (the **"Examination Period"**) to examine title to the Unit at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor's possession. If within the Examination Period, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Developer to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.

8. Direction re Title

The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitors no less than fourteen (14) days prior to the Title Transfer Date, a written direction as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Title Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement.

9. **Permitted Encumbrances**

(a) The Purchaser agrees to accept title to the Property subject to the following:

(i) the Condominium Documents;

(ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Title Transfer Date;

(iii) easements, rights-of-way, encroachments, reciprocal easement and cost sharing agreements, crane swing agreements, tie-back agreements, encroachment agreements, registered agreements, heritage agreements, licences, and registered restrictions, by-laws (including, without limitation, airport zoning by-laws), regulations, conditions or covenants that run with the Property, including any encroachment agreement(s) or easements in favour of the general public, any governmental authorities or adjacent land owner(s);

(iv) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television/internet, recreational and shared facilities, and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing, maintenance and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners;

(v) registered agreements with governmental or quasi-governmental authorities, registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, indemnity, site plan, condominium, subdivision, collateral, limiting distance, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities including any amendments or addenda related thereto) (with all of such agreements being hereinafter collectively referred to as the "**Development Agreements**");

(vi) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor’s written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Title Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction;

(vii) if applicable, a certificate of property use issued by the Ministry of the Environment, Conservation and Parks with respect to restrictions, monitoring and/or management measures identified through the Risk Assessment process with the Ministry of the Environment, Conservation and Parks to ensure that remaining environmental contamination continues to meet the Risk Assessment standard levels;

(viii) agreements, notices of leases, notices of security interests, mortgage, assignment, encumbrance or other documentation or registrations relating to any equipment serving and benefitting the Units and/or common elements of the Condominium in any manner, including without limitation, waste material sorting equipment, car-sharing services, telecommunications agreements, geothermal, metering, submetering and/or check metering equipment, or relating to the supply of utility services, including one or more notices of security interest and/or other security document(s) in favour of one or more equipment lessors, utility suppliers and/or lenders as more particularly described in the Condominium Documents;

(ix) easements, rights of way and/or licences now registered (or to be registered hereafter) for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Property at any time during the day or night with noise, vibration and other sounds, excluding spills, and other emissions of every nature and kind whatsoever arising from, out of or in connection with any and all present and future transit services in proximity to the Property; and/or

(x) registered agreements and/or easements in favour of the owners of the adjoining property forming part of the overall building, both vertically and horizontally, which may include a freehold or condominium commercial property and any leases, offers to lease, agreements to lease or notices or similar instruments thereof and relating to such properties

(b) It is understood, acknowledged and agreed that the Vendor Entities shall not be obliged to obtain or register on title to the Property a release of (or an amendment to) any of the aforementioned agreements, instruments, easements, Development Agreements, reciprocal agreements or restrictive covenants or any of the other aforementioned agreements or notices, nor shall the Vendor Entities be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants and other agreements and instruments registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the "**Municipality**"), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor Entities.

(c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 9(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Title Transfer Date.

(d) 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. In that event, the Purchaser agrees to execute an acknowledgement on the closing confirming that: (i) the registered owner is providing title directly to the Purchaser at the direction of the Vendor; (ii) the registered owner is not the builder or vendor and has no liability to the Purchaser as such; (iii) the registered owner is not responsible for any matters related to the development of the subject Property or the construction of the Unit or the common elements; and (iv) the Purchaser releases and forever discharges the registered owner from any manner of claim, costs, damages or other losses in any way related to the development of the subject Property or the construction of the Unit or common elements.

(e) The Vendor Entities shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor Entities, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor Entities), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

10. Vendor's Lien

The Purchaser agrees that the Vendor shall have a Vendor's Lien on the Title Transfer Date for unpaid purchase monies, adjustments and/or claims herein provided plus legal fees and disbursements incurred by the Vendor and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Title Transfer Date. The Vendor will, upon request, deliver to the Purchaser for registration, at the Purchaser's expense, a release of the Vendor's Lien after such monies have been received by the Vendor.

11. Discharges

The Purchaser covenants, acknowledges and agrees that the Vendor Entities shall not be required to deliver a discharge, release or reassignment of any charge/mortgage of land, assignment, lien or other encumbrance registered against the title to the Property which would be extinguished by the Approval and Vesting Order.

12. Construction Act

The Purchaser covenants and agrees that he or she is a "home buyer" within the meaning of the *Construction Act* (Ontario) and will not claim any lien holdback on the Title Transfer Date. The Developer shall complete the remainder of the Condominium according to its schedule of completion, provided that the Title Transfer Date shall not be delayed on that account.

13. Planning Act

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act* (Ontario) and any amendments thereto on or before the Title Transfer Date.

14. Title Transfer Date

The Purchaser agrees to deliver the balance of the Purchase Price on the Title Transfer Date by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor, as determined by the Vendor or the Vendor's solicitors in their sole and absolute discretion. The Purchase covenants, acknowledges and agrees the Vendor shall not accept personal bank drafts for payment of the balance of the Purchase Price.

Purchaser's Covenants, Representations and Warranties

15. The Purchaser represents that the Purchaser is capable of obtaining the financing the Purchaser requires to enable the Purchaser to complete this transaction. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within ten (10) days of acceptance of this Agreement by the Vendor and thereafter within fourteen (14) days of demand from the Vendor or any agent thereof, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Title Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement and a mortgage commitment satisfactory to the Vendor in its sole, absolute and unfettered discretion. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor Entities, their consultants and their lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement and; (b) such information may remain on file by the Vendor Entities for future reference.

16. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, it has not acquired any equitable or legal interest in the Unit or the Property. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his or her obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 26 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a full indemnity basis).

17. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only (being limited to parents, siblings or children over the age of eighteen (18) years) and shall not be permitted to direct title to any other third parties. Any request to direct title to such immediate family member shall be made directly to the Vendor's Solicitors from the Purchaser's solicitor.

18. Termination Without Default

In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender or any other third party requested by the Vendor in its discretion prior to the return of such monies. In no event shall the Vendor Entities or their agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor Entities as a complete defence to any such claim.

19. Tarion

The Vendor represents and warrants to the Purchaser that the Developer is a registered vendor with Tarion. The Vendor Entities covenant that on completion of this transaction a warranty certificate for the Unit will be requested by the Vendor Entities from Tarion. The Vendor Entities further covenant to provide the Condominium with a similar warranty certificate with respect to the common elements. These shall be the only warranties covering the Units and common elements. The Purchaser acknowledges and agrees that any warranties of or liabilities for workmanship or materials, in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, including without limitation breach of contract, breach of warranty, negligence or breach of duty, shall be limited to only those warranties deemed to be given by the Developer under the ONHWPA and shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein.

Without limiting the generality of the foregoing, the Purchaser hereby releases the Vendor Entities from any liability whatsoever in respect of water damage caused to improvements, if any, and chattels stored in the Unit, and acknowledges and agrees that the Vendor Entities shall not be liable or responsible for the repair or rectification of any exterior work to the Property resulting from ordinary settlement, including settlement of driveways, walkways, patio stones or sodded area, nor for any damage for interior household improvements, chattels or decor caused by material shrinkage, twisting or warpage, nor for any secondary or consequential damages whatsoever resulting from any defects in materials, design or workmanship related to the Property, nor natural variations in texture or colour in stone, marble, ceramic or porcelain tiles, paint or other finishes or cabinetry nor for any item requiring rectification or completion in respect of which the Purchaser has made improvements or alterations to or in the vicinity of the said item, or which the Purchaser has attempted to complete or rectify on his own, and the Vendor Entities' only obligation shall be to rectify any defects pursuant to the terms of this Agreement. The Purchaser agrees to remove at his expense any finishes and/or improvements made by the Purchaser as requested by the Vendor Entities in order to enable the Vendor Entities to do any completion or rectification work. The Purchaser hereby irrevocably appoints the Vendor Entities to be his lawful attorney in order to execute and complete any prescribed security obtained by the Vendor Entities, if any, including without limitation the Warranty Program Certificate of Deposit, as required and that the Vendor Entities' only obligation shall be to rectify any defects pursuant to the terms of this Agreement. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Residential Unit unless and until the Purchaser or its designate has executed the Confirmation of Receipt of the Package and the Certificate of Completion and Possession and/or PDI Form (as hereinafter defined). The Vendor Entities and the Purchaser agree that all disputes, if any, respecting any aspect of construction of the Unit or the common elements of the Condominium, including without limitation, disputes alleging negligence, breach of contract, breach of duty or breach of warranty, shall be limited solely to the dispute resolution mechanisms available under the ONHWPA as administered by Tarion, which resolution thereunder shall be binding and conclusive on all parties. The Purchaser hereby irrevocably appoints the Vendor Entities his/her agent to complete and execute the Tarion Certificate of Deposit and any excess condominium deposit insurance documentation in this regard, as required, both on its own behalf and on behalf of the Purchaser.

20. **Right of Entry**

Notwithstanding the Purchaser occupying the Unit and the delivery of title to the Unit on the Title Transfer Date to the Purchaser, as applicable, the Vendor Entities or any person authorized by them shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vendor Entities in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor Entities for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Title Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

21. **Inspection**

(a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor Entities' representative at the date and time designated by the Vendor Entities, prior to the Title Transfer Date, to conduct a pre-delivery inspection of the Unit (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 Unit, 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 ONHWPA. The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor Entities' representative at the PDI and shall constitute the Vendor Entities' only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor Entities to complete any outstanding items. In the event that the Vendor Entities perform any additional work to the Unit in their discretion, the Vendor Entities shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.

(b) The Purchaser acknowledges that the Homeowner Information Package as defined in TWC Bulletin 42 (the "**HIP**") is available from Tarion and that the Vendor Entities further agrees to provide a copy of the HIP to the Purchaser or the Purchaser's designate, at or before the PDI by such methods of delivery as permitted by Tarion (which includes email). The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor Entities 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 Entities 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 Unit 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 Entities 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 had executed the CCP and PDI Forms.

(e) The Vendor Entities may request that the Purchaser and/or the Purchaser's designate execute a Confirmation of Receipt of the HIP and in the event such 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 and/or at law.

(f) The Purchaser acknowledges and agrees, except as otherwise expressly provided for in this Agreement, that there are no agreements, representations, promises, warranties, guarantees or conditions of any kind whatsoever, statutory or otherwise, express or implied, with respect to the Unit, including, without limitation, and without limiting the generality of the foregoing, any representations, warranties or conditions, either express or implied, as to title, outstanding liens and encumbrances, description, condition, latent defects, cost, size, merchantability, fitness for purpose, quantity or quality thereof, value, state of repair, leases, contracts, environmental condition, environmental laws, zoning, permitted uses, permits, governmental compliance, or in respect of any other matter or thing whatsoever with respect to the Unit, and the Vendor Entities specifically negate and disclaim same. In entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations.

22. **Purchaser Default**

(a) In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement (other than paragraph 2(d) hereof) or before the Title Transfer Date and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the Vendor Entities on the Title Transfer Date, or within five (5) days of the Purchaser being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein and/or unilaterally declare this Agreement to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. The aforesaid retention of monies is in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement by reason of the Purchaser's default as aforesaid, then the Purchaser shall be obliged to execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she does not have) any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's Solicitors as hereinbefore provided, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act* or the *Substitute Decisions Act, 1992*, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.

(b) In addition to the Vendor's rights set forth in subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which is due and payable by the Purchaser to the Vendor pursuant to this Agreement is not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to twenty-four percent (24%) per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts of any part thereof remains outstanding at closing such amount together with interest calculated and compounded as aforesaid shall be credited to the Vendor on the Statement of Adjustments.

23. Common Elements

The Purchaser acknowledges that the Condominium was constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor Entities for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor Entities as an estoppel in any action brought by the Purchaser or his/her successors in title against the Vendor Entities.

24. Executions

The Purchaser agrees to provide to the Vendor's Solicitors on the Title Transfer Date a clear and up-to-date Execution Certificate confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Unit is being taken.

Representations and Marketing Materials

25. The Purchaser acknowledges that, notwithstanding anything contained in any brochures, drawings, plans, advertisements, or other marketing materials, or any statements made by the Vendor Entities' sale representatives, there is no warranty or representation, collateral agreement or condition contained herein on the part of the Vendor Entities as to the area of the Unit or any other matter (including without limitation, the amenities to be provided to the Condominium which shall be provided as more particularly set out in the Condominium Documents). The Purchaser further acknowledges that any dimensions, ceiling heights or other data shown on such items and/or marketing materials are approximate only and that the Purchaser is not purchasing the Residential Unit on a price per square foot basis. Ceiling heights may vary based upon the rounding of stated dimensions or the installation of bulkheads, ducts, or as a result of other design requirements. Accordingly, the Purchaser shall not be entitled to any abatement or refund of the Purchase Price based on the precise area and/or final configuration (including without limitation, the construction of the mirror image or reversal of the floor plan layout) and/or ceiling height of the constructed Unit. The Purchaser further acknowledges that there is no warranty or representation contained herein on the part of the Vendor Entities as to the size or location of chattels or furnishings that may be placed within any unit, nor does the outline of any chattel or furnishing constitute any warranty or representation that the Purchaser may rely on. Furthermore the Purchaser is further expressly advised that the Vendor Entities' marketing materials and site drawings and renderings which the Purchaser may review or may have reviewed prior to entering into this Agreement or following the issuance and delivery of the Condominium Documents to the Purchaser remain conceptual and that the final plans for the Condominium, including without limitation any design consultants which may have been involved therein are subject to change and accordingly such marketing material, nor any representation or warranty or covenant that such design consultants shall ultimately be the consultants involved in the development and design of the Condominium, do not form part of this Agreement nor constitute any warranty or representation that the Purchaser may rely on. The Purchaser acknowledges that the distances and views from the building shown on any site plan, artist's renderings or scale model are approximate only and/or may be modified during construction.

26. The Purchaser acknowledges that the suite area of the Residential Unit, as may be represented or referred to by the Vendor Entities or any sales agent, or which appear in any sales material is approximate only, and is generally measured to the outside of all exterior, corridor and stairwell walls, and to the center line of all party walls separating one residential unit from another. NOTE: For more information on the method of calculating the floor area of any unit, reference should be made to Builder Bulletin No. 22 published by the Tarion Warranty Program. Actual useable floor space may vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space or net floor area within the confines of the Residential Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor Entities. In addition, the Purchaser is advised that the floor area measurements are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Residential Unit purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment or claim for compensation whatsoever, whether based upon the ultimate square footage of the Residential Unit, or the actual or useable living space within the confines of the Residential Unit, or the net floor area of the Residential Unit or otherwise, regardless of the extent of any variance or discrepancy with respect to the area (either gross or net) of the Residential Unit, or the dimensions of the Residential Unit.

Purchasers are further notified that the suite designations will not necessarily correspond with the actual legal unit and level designations of the Condominium and the Vendor Entities reserve the right, prior to condominium registration, to change suite numbers and unit and level designations, as long as the location of the Residential Unit does not change. The Purchaser further acknowledges that the ceiling height of the Residential Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads or telecommunication devices are installed within the Residential Unit, and/or where dropped ceilings are required for plumbing, mechanical systems, electrical and HVAC and/or other equipment, then the ceiling height of the Residential Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever. Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the ceiling height in the bathroom(s) of the Residential Unit are anticipated to be dropped/reduced from the ceiling height in the remainder of the Residential Unit in order to accommodate the fan coil equipment and HVAC equipment and ancillary systems.

27. Risk

The Unit shall be and remain at the risk of the Vendor Entities until the Title Transfer Date. If any part of the Condominium or the Unit is damaged before the Title Transfer Date, the Vendor Entities may in their sole discretion either:

(a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Title Transfer Date in the manner permitted in the Tarion Addendum;

(b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, with interest payable under law if the damage to the Condominium has frustrated this Agreement at law; or

(c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 79(3) of the Act

it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor Entities alone.

28. Tender and Teranet

(a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 34 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor Entities attending at the offices of Owens Wright LLP at 12:00 noon on the Title Transfer Date as the case may be and remaining there until 5:00 p.m. and is ready, willing and able to complete the transaction. The Purchaser agrees that keys may be released to the Purchaser at the construction site or sales office or the Condominium building on the Title Transfer Date, as applicable. The Vendor Entities' advice that the keys are available shall be valid tender of possession of the Property to the Purchaser. In the event the Purchaser or his or her solicitor fails to appear or appears and fails to close, such attendance by the Vendor Entities' representative (which includes the Vendor's Solicitors) shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank; and

(b) It is further provided that, notwithstanding subparagraph 29(a) hereof, in the event the Purchaser or his or her solicitor advise the Vendor or its Solicitors, on or before the Title Transfer Date, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his or her solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.

29. As 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 Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:

(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 Ontario 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 Solicitors 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 Solicitors at least ten (10) days prior to the Title Transfer Date. If the Vendor's Solicitors provides written notice to the Purchaser's solicitor that it accepts and agrees to be bound by the terms of the form of Document Registration Agreement prepared by the Law Society of Ontario and adopted by the Joint LSO – CBAO Committee on Electronic Registration of Title Documents, as may be amended from time to time, the Vendor's Solicitors and the Purchaser's solicitor shall be deemed to have executed such form which shall be the Escrow Document Registration Agreement defined in this paragraph and referred to in this Agreement.

(b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor Entities and the Purchaser, as the case may be:

   (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable 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) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit 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.

(d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit 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*) to the recipient party by overnight courier sent the day of closing or within seven (7) business days of closing, if same has been so requested by the recipient party.

(e) Notwithstanding anything contained in this agreement to the contrary, but subject to the provisions of paragraph 28 above, 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, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement or the provisions of this Agreement;

(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) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and, specifically, when the Transfer of the Unit is created on the TERS system and messaged to the Purchaser's solicitor under the TERS system

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

(f) The Purchaser covenants and agrees to direct its solicitor to provide the Vendor's Solicitors with a copy of the registered Transfer/Deed forthwith after registration of said Transfer/Deed.

General Provisions

30. The Vendor shall provide a statutory declaration on the Title Transfer Date that it is not a non-resident of Canada within the meaning of the ITA. If the Vendor is not the registered owner of the Unit, a statutory declaration to the same effect shall also be provided by the registered owner of the Unit.

31. The Vendor and Purchaser agree to pay the costs of registration of their own documents.

32. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

33. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and permitted assigns.

34. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

35. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.

36. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein. The Purchaser and the Vendor acknowledge and agree that this Agreement and all amendments and addenda thereto shall constitute an agreement made under seal.

37. (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles office where the Property is registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents

(b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or any other relationships as a defence to such liability. Purchasers are advised that nothing in this paragraph shall be construed as the Vendor providing its approval that the Purchaser may be a corporation or may be buying in trust for another, or that title may be directed in any manner other than specifically permitted in this Agreement.

38. Time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who are hereby expressly authorized in that regard. The Vendor shall have a one-time unilateral right to extend the Unit Transfer Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Unit Transfer Date.

39. This Agreement (which for greater clarity this Agreement does not include any sales brochures or any representation alleged to have been made by any sales representative or agent) shall constitute the entire agreement between the Purchaser and the Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement, the Unit or the Property or supported hereby, other than expressed in this Agreement or otherwise expressed in writing and signed by Vendor and Purchaser or by their respective lawyers who are hereby expressly authorized in that regard. No reliance is placed by the Purchaser on any oral or written representations, opinions, advice or assertions of fact made by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter except as set forth herein in writing. Accordingly, there shall be no liability either in tort or contract, assessed in relation to such warranty, representation, opinion advice or assertion of fact except to the extent aforesaid. The Purchaser has not been induced to enter into this Agreement by, nor is the Purchaser relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales personnel or agents may be knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same. The Purchaser acknowledges having read all paragraphs and schedules of this Agreement.

40. Notice

(a) Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required by the terms of the Tarion Addendum. The Purchaser is hereby advised that the Vendor shall be entitled to send notices or communications to the Purchaser to the address, fax number and/or email address set out on page 2 of the Tarion Addendum and that any such notice or communication is valid under the terms of this Agreement unless the Purchaser provides written notice of any change of address, fax number or email address to the Vendor in the manner contemplated by the terms of the Tarion Addendum.

(b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein and to the Vendor's Solicitors at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, by electronic mail or by facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and statutory holidays. This Agreement or any amendment or addendum thereto may, at the Vendor's option, be properly delivered if it is delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

41. Cause of Action / Assignment

(a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.

(b) At any time prior to the Title Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor pursuant to the ONHWPA and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

42. Non-Merger

The covenants and agreements of each of the parties hereto shall not merge on the Title Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

43. The Electronic Commerce Act

Pursuant to subsection 3(1) and any other relevant provisions of the *Electronic Commerce Act* of Ontario, as amended (or any successor or similar legislation) the Purchaser acknowledges and agrees: (i) that this Agreement of Purchase and Sale, and any amendments, addendums, notices or ancillary documents relating to this Agreement, may be executed by the Vendor and/or Purchaser in electronic format using such electronic signing system as approved by the Vendor from time to time, in its sole and absolute discretion; (ii) to use and accept any information and/or document to be provided by the Vendor and/or the

Vendor's Solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or the Vendor's Solicitors, including, without limitation, this Agreement of Purchase and Sale, as well as any amendments, addendums, any notices contemplated herein, as well as all final closing documentation; and (ii) the Purchaser acknowledges and agrees to accept same and to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or the Vendor's Solicitors, in the Vendor's sole and unfettered discretion.

Model Units

44. The Purchaser acknowledges that the model suites, if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Unit unless same is specifically provided for in any schedule forming part of this Agreement. The Purchaser acknowledges and accepts that the Vendor Entities may be maintaining model suite(s) or sales offices and all advertising signs associated therewith for sale purposes until all units in this condominium and/or the nearby condominiums built or to be built by the Developer or its affiliated corporations have been constructed, sold and occupied.

45. The Purchaser acknowledges that if the Residential Unit being purchased herein has been used by the Vendor Entities as a model suite or inventory to the Vendor Entities, then there will be wear and tear in the Residential Unit which the Purchaser accepts and the Purchaser acknowledges that he/she is purchasing this Residential Unit on an "as is" basis including without limiting the generality thereof existing nicks, dents, scratches, scuff marks on all hardwood areas, stairs, pickets, stringer, risers, treads, all trim work doors, jambs, baseboards/casings, wear and tear on carpet, existing paint touch-up blemishes, existing chips and scratches on ceramics and grout areas, wear and tear and scuff marks on all counters and tubs and agrees that the Vendor Entities shall not be responsible either directly or indirectly (including by way of claim pursuant to the legislation relating to the Tarion warranties) to clean, repair or replace any part of the Residential Unit including wall covering, carpeting, vinyl/ceramic/hardwood flooring, cabinetry, window treatments, trees, shrubs or other planting materials, interlocking walkways and/or slab walkways, or any other features or extras in the Unit either before or after closing unless specifically set out in this Agreement of Purchase and Sale.

46. Notice and Warning Provisions

The Purchaser acknowledges that in connection with the Developer's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements were imposed upon the Developer by various governmental authorities. These requirements (the "**Requirements**") relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that: (1) on the Title Transfer Date, the Purchaser shall execute any and all documents required by the Vendor Entities acknowledging, *inter alia*, that the Purchaser is aware of the Requirements; and (2) if the Developer was required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction. Notwithstanding the generality of the foregoing, the Purchaser agrees to be bound by the warnings set forth in Schedule "D" hereto. The Purchaser further acknowledges that pursuant to the Development Agreements that on or before closing the Purchaser shall execute any acknowledgements as may be required by the Vendor Entities relating to the delivery and receipt of any information referenced under such agreements to be provided to purchasers.

47. One Purchaser Binds All Purchasers

In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several, and in the event that any one of the parties comprising the Purchaser executes any agreement, amendments, extension agreement, notice, colour or materials or upgrades selections charts or order forms or any other agreement, notice, acknowledgment or matter in respect of this Agreement or the Unit, all of the parties comprising the Purchaser shall be bound by the document executed by the one party on behalf of the others and each such party hereby grants a Power of Attorney to the other or others for any such purpose. The Vendor may, but shall not be required, to obtain the signatures or execution of all parties comprising the Purchaser to any other documents as aforesaid.

48. Right of Survivorship

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that if the Purchaser comprises more than one individual, then all individuals comprising the Purchaser shall be deemed and construed to have acquired the Unit purchased hereunder on joint account with right of survivorship, and accordingly should any of the individuals comprising the Purchaser die before completion of the transaction, then the Vendor Entities are hereby irrevocably authorized and directed to engross the transfer/deed in the name of the surviving individual(s) comprising the Purchaser, without requiring probate of the deceased individual's last will and testament (and regardless of the provisions of any last will and testament of the deceased individual comprising the Purchaser and/or any rules applicable on his or her intestacy), provided however that the surviving individual(s) comprising the Purchaser shall nevertheless be obliged to deliver to the Vendor's solicitor a notarial copy of the death certificate, or the funeral director's certificate, or other satisfactory proof of death of the deceased individual comprising the Purchaser, and shall also be obliged to execute and deliver, on or before the Closing Date, the Vendor's standard form of indemnity pursuant to which the surviving individual(s) comprising the Purchaser shall jointly and severally indemnify and save the Vendor Entities and their solicitors harmless from and against all costs, claims, damages and/or liabilities which either or both of them may suffer or incur as a result of transferring title to the Unit to the surviving individual(s) exclusively (including any claims from any children, relatives or other heirs of the deceased individual comprising the Purchaser, or from any beneficiaries of the estate of the deceased individual comprising the Purchaser).

49. Purchaser's Consent to the Collection and Limited Use of Private Information

The Purchaser hereby consents to the Vendor Entities' collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor Entities to proceed with the Purchaser's purchase of the Unit, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax-telephone number, age, date of birth, marital and residency status, social insurance number (only with respect to subparagraph (b) below) and financial information. In particular, but without limiting the foregoing, the Vendor Entities may disclose such personal information, to the extent necessary to accomplish the purpose of the disclosure, to:

(a) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), the Canada Revenue Agency (i.e. with respect to HST, any monies that may be held in trust and providing information on any reportable transaction) and Canada Post (i.e. with respect to arranging for mail delivery);

(b) Canada Revenue Agency: (1) 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 Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended; (2) for the purposes of the Vendor Entities complying with any requests of the Canada Revenue Agency as it relates to the HST New Housing Rebate; and (3) for the purpose of reporting any sums of money that are held in trust and providing information on any reportable transactions;

(c) Any person, where the Purchaser further consents to such disclosure or disclosures required by law;

(d) The Vendor's solicitors, to facilitate the final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which shall involve the disclosure of the Purchaser's personal information to an internet application service provider in connection with the execution, delivery and distribution of various closing documentation;

(e) Any insurance companies of the Vendor Entities providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

(f) One or more providers of cable television, telephone, telecommunication, internet and/or security alarm services, as well as electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof), including without limitation, any company or companies retained by the Vendor Entities from time to time to read any meter or check or sub meter for any utility service with respect to the Property and to correspondingly issue invoices to the respective dwelling unit owners for the cost of their consumption of the utility service in question; and

(g) The Home Construction Regulatory Authority and the Tarion Warranty Corporation to facilitate the enrolling of the purchaser with the appropriate authority, the providing of requisite information and for any matters of claims or reconciliations.

SCHEDULE "A"

SKETCH

Vendor ☐ Purchaser ☐ ☐

SCHEDULE "B"

<u>FEATURES AND FINISHES</u>

(1) Other than as expressly set out in this Agreement, the Vendor Entities make no representations or warranties of any kind, express or implied, written or oral, with respect to:

(a) the colour, material choices from the Developer's standard selections; model types; model numbers; ceiling heights; location of ceiling bulkheads; dropped ceilings; natural variations in colour and grain to marble and wood; pattern, shade and colour variations to ceramic tile, floor and specific features for the Unit; or any other matter or thing relating to the features and finishes for the Unit.

(2) The Purchaser acknowledges and agrees that in entering into the Agreement,

(a) the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Building, the Unit including but not limited to any colour, material choices, model types, model numbers, ceiling heights, unit floor layout, square footage and any extra which may or may not have been installed as part of the Unit;

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor Entities or its sales representatives (whether based or founded in contract, tort or in equity) with respect to the features and finishes of the Unit.

Vendor ☐ Purchaser ☐ ☐

SCHEDULE "C"

THE PROHIBITON ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

(1) The following definitions shall apply to this Schedule "C":

(a) "**control**" has the meaning ascribed thereto in the Prohibition Act. "**controlled**" has a similar meaning;

(b) "**Designated Parties**" collectively means: (i) the Vendor; (ii) the Vendor's agents, nominees, trustees, directors, officers, shareholders or any other person, firm, corporation, partnership, limited partnership or other entity related to, associated with or constituting the beneficial owner of the Vendor from time to time; (iii) the solicitors for the Vendor from time to time; (iv) the solicitors for the Vendor's agents, nominees, trustees, directors, officers, shareholders or any other person, firm, corporation, partnership, limited partnership or other entity related to, associated with or constituting the beneficial owner of the Vendor from time to time; (v) a financial institution, surety or other lender of the Vendor from time to time and each of their solicitors from time to time. "**Designated Party**" means any one of the Designated Parties;

(c) "**dwelling unit**" has the meaning ascribed thereto in the Prohibition Act and which dwelling unit is more particularly described in the agreement to which this Schedule "C" is attached;

(d) **"Information and Documents"** means all requisite information, evidence, acknowledgements, statutory declarations, opinions, documents, instruments, assurances and/or other documentation (all in such form and content as required by the Designated Party) that may be required or desirable by any Designated Party in order to verify, confirm and satisfy any Designated Party that the Purchaser is not a non-Canadian and that the Purchaser is in compliance with the Prohibition Act;

(e) "**non-Canadian**" has the meaning ascribed thereto in the Prohibition Act;

(f) "**Prohibition Act**" means the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada);

(g) "**Purchaser**" means the Purchaser as indicated in the agreement to which this Schedule "C" is attached; and

(h) "**Vendor**" means the Vendor as indicated in the agreement to which this Schedule "C" is attached.

(2) The Purchaser hereby:

(a) represents and warrants that as of the date of entering into this Schedule "C", the Purchaser is not a non-Canadian;

(b) covenants and agrees that as of Closing, the Purchaser will not be a non-Canadian;

(c) indemnifies and saves harmless the Designated Parties from and against all manner of action and actions, cause and causes of action, suits, proceedings, damages, costs, losses, expenses (including but not limited to legal fees on a full indemnity scale), fines, penalties, charges, liabilities, claims and demands whatsoever, in law or in equity, that may be sustained, suffered or incurred, directly or indirectly, by any one or more Designated Party in respect of, in connection with or arising from or out of a breach of paragraphs 2 (a) or (b) by the Purchaser (including without limitation the statement of the Purchaser in paragraphs 2 (a) or (b) being false, inaccurate or misleading in any respect);

(d) irrevocably consents to the collection, use and disclosure of this Schedule "C" by the Designated Parties for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the dwelling unit and any Designated Party may disclose this Schedule "C" to any relevant governmental authorities or agencies or to any other person where such disclosure of this Schedule "C" is required by law or is desirable for any reason by any one or more Designated Party (including the pleading of this Schedule "C" in any action, suit, application, claim or proceeding); and

(e) agrees: (1) to provide, execute and deliver to any Designated Party, forthwith upon request at any time and from time to time, all Information and Documents; and (2) to cause its solicitors to provide, execute and deliver to any Designated Party, forthwith upon request at any time and from time to time, all Information and Documents.

(3) Without limiting or qualifying any of the foregoing in any way, the Purchaser also hereby expressly agrees to deliver to the Vendor's solicitors at any one or more times as may be required any one or more Designated Party, a sworn statutory declaration (in the form of statutory declaration prepared by the Vendor's solicitors) of:

(a) each individual comprising the Purchaser, confirming that each individual Purchaser is not a non-Canadian; and

(b) the president or secretary for each corporation comprising the Purchaser, confirming that said corporate Purchaser is not a non-Canadian and that said corporate Purchaser is not controlled by an individual that is not a non-Canadian.

(4) All of the covenants, terms and agreements of the Purchaser as set out in this Schedule "C" shall not merge on the completion of the transaction, but rather shall expressly survive same for as long as there may be liability of any Designated Party for any contravention of the Prohibition Act by the Purchaser. No further written assurances evidencing or confirming the non-merger of the Schedule "C" shall be required to give effect to the foregoing, provided however that the Vendor shall be entitled to require the Purchaser to provide to the Vendor's solicitors at any one or more times as may be required by the Vendor of the production and delivery from the Purchaser of an executed non-merger agreement, in respect to the foregoing (in a form prepared by the Vendor's solicitor).

(5) In the event that the Purchaser fails to submit the information, evidence, acknowledgements, statutory declarations, documents, instruments, assurances and/or other documentation contemplated in this Schedule "C" as set out above forthwith and as often as same is requested by the Vendor, or if so provided, same is in whole or in part, false or misleading, or if the Purchaser fails

Vendor ☐ Purchaser ☐ ☐

to disclose any relevant facts pertaining to the Purchaser's being compliant with the provisions of the Prohibition Act, then the Purchaser shall be deemed to be in default under this Schedule "C" and the Vendor shall have its rights contained in the agreement to which this Schedule "C" is attached.

(6) The Vendor and Purchaser expressly acknowledge and agree that: (i) the Designated Parties (other than the Vendor) are third party beneficiaries of the provisions of this Schedule "C" and that any one or more of the Designated Parties shall have the full right to sue upon and enforce the provisions of this Schedule "C" in accordance with its terms as if it was a signatory to this Agreement; and (ii) the Vendor: (A) holds the benefits and rights set out in this Schedule "C" as trustee and agent for and on behalf of the Designated Parties (other than the Vendor); and (B) may enforce those benefits and rights on behalf of the Designated Parties. For greater certainty, the Purchaser acknowledges, confirms and agrees that nothing in this Schedule "C" creates any obligations or liabilities on any one or more of the Designated Parties to the Purchaser (either contractual, at law or in equity, or whether arising by statute or otherwise), except as may otherwise specifically be provided for in the agreement to which this Schedule "C" is attached.

(7) Any default by the Purchaser under this Schedule "C" shall constitute a default under the agreement to which this Schedule "C" is attached.

(8) All of the definitions in the agreement to which this Schedule "C" is attached shall have the same corresponding meaning herein unless otherwise defined.

The foregoing is hereby acknowledged and agreed to by the Purchaser.

DATED BY THE PURCHASER this ____ day of ____________________ 202____.

______________________________	}	______________________________
Witness:	}	Purchaser:
	}	
______________________________	}	______________________________
Witness:	}	Purchaser:

SCHEDULE "D"

WARNING CLAUSES

(1) The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties, as well as easements relating to tie backs, tie rods, crane swing and hoarding.

(2) The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Developer's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Developer by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that: (1) on either the Title Transfer Date, as determined by the Vendor Entities, the Purchaser shall execute any and all documents required by the Vendor Entities acknowledging, inter alia, that the Purchaser is aware of the Requirements; and (2) if the Developer is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.

(3) The Purchaser is advised and acknowledge that one or more of the development agreements with the Municipality may require the Condominium to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines or airports. Purchasers hereby agree to be bound by the contents of any such notice(s), whether given to the Purchasers at the time that this Agreement has been entered into, or at any time thereafter up to the Title Transfer Date, and the Purchasers further covenant and agree to execute, forthwith upon the Condominium's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Condominium.

(4) The Purchaser is hereby advised that the Developer's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Title Transfer Date, all at the Purchaser's sole cost and expense.

(5) The Purchaser is hereby advised and acknowledge that:

(a) noise levels caused by the Condominium's systems, including bank of elevators, garbage chutes, mechanical equipment, move-in bays and ancillary moving facilities and areas, and by the Condominium's indoor recreation facilities, may occasionally cause noise and inconvenience to the residential occupants; and

(b) as and when the Condominium is still under construction and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants.

(6) The Purchaser is advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise levels from increasing road traffic on Kingston Road, as well as other uses within the vicinity of the Building, as well as public transit operations and pedestrian uses along adjacent public walkways, may be of concern and/or occasionally interfere with some activities of the dwelling occupant as the noise level may exceeds the Municipality's and the Ministry of Environment, Conservation and Parks' noise criteria. Air conditioning has been installed to achieve adequate interior sound levels. All dwelling units will be equipped with seasonal central air conditioning.

(7) The Purchaser specifically acknowledges and agrees that the Condominium was developed in accordance with any requirements that may be imposed from time to time by the City of Toronto, Toronto Transit Commission ("**TTC**"), and any other governmental authorities or agencies having jurisdiction over the development of the Property, and that the proximity of the Property to TTC operations may result in emissions including smoke and other particulate matter, noise, vibration, electromagnetic interference, and stray current transmissions to the Property and despite the inclusion of control features within the Condominium, Interferences from TTC transit operations may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Notwithstanding the above, the Purchaser agrees to indemnify and save harmless the TTC and the Municipality from all claims, losses, judgments or actions arising or resulting from any and all of the aforementioned interferences. Furthermore, the Purchaser acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease, or sales agreement and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of this transaction.

(8) The Purchaser hereby acknowledges and agrees that the Vendor Entities cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential unit on the Title Transfer Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Developer's customer service office or property management office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Title Transfer Date, (or any acceleration or extension thereof, as aforesaid).

(9) The Purchaser is advised that although the fan coils servicing the Residential Units may be owned by, and may be the responsibility of, the individual unit owners, the Condominium's board of directors may elect to implement a program of repair and maintenance which costs will become the obligation of owners.

(10) The Purchaser is advised that the Parking Units and/or Combined Parking/Locker Units and/or Locker Units and/or other ancillary units may contain structural obstructions such as a wall(s) and/or column(s) within the boundaries of such units.

(11) The Purchaser acknowledges and agrees that the Vendor Entities (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Title Transfer Date, from time to time, in order to enable the Vendor Entities to correct outstanding deficiencies or incomplete work for which the Vendor Entities are responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.

(12) The Purchaser is advised that typical noise associated with the use of the amenity space and mechanical facilities may occasionally interfere with some activities within the Unit. All purchasers acknowledge that they have reviewed the condominium plan provided to them within the Condominium Documents and, in consideration of both their Residential Unit's location on a particular level and their location beneath or above certain amenities and mechanical facilities, are satisfied with respect to their proximity to the amenities and mechanical facilities located on their respective level.

(13) To the satisfaction of the TTC, the City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by the TTC to provide effective service coverage.

(14) Purchasers acknowledge that elevator wait times may vary according to various factors, including without limitation, elevator usage by visitors to the Condominium, increased elevator usage at certain times of the day, the performance of maintenance and repairs to elevator and the reservation of the elevator for the transportation of any goods or home furnishings. The Purchaser acknowledges that it shall have absolutely no claim or cause of action against the Vendor Entities, including without limitation, a claim for a refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price of the Unit, as a result of any elevator wait time delays.

(15) Whereas, despite the best efforts of the Toronto Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.

(16) Whereas despite the best efforts of the Toronto District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Toronto District School Board to determine the exact schools.

(17) That the purchasers agree that for the purpose of transportation to school, the residents of the development shall agree that children will meet the bus on roads presently in existence or at another designated place convenient to the Board.

(18) Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment and Climate Change.

(19) This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment and Climate Change.

(20) The City of Toronto may require the Developer to designate certain Parking Units or similar type units in the description of this Condominium for use by a physically challenged person (the "**PC Units**"). The PC Units shall be clearly identified by the international symbol of accessibility for the physically challenged and the PC Units shall be subject to the following restriction upon their occupation and use from time to time:

> "In the event that an individual who is the holder of a disabled person parking permit issued under Regulation 581 of the Revised Regulations of Ontario, 1990 (Accessible Parking for Persons with Disabilities) made under the Highway Traffic Act or a national identity card issued by the Canadian National Institute for the Blind ("**a disabled person**") acquires the right to occupy a parking unit in the parking garage, the owner of and any person occupying a PC Unit which is closest to the parking unit acquired by such disabled person, shall, upon notice from the Corporation and at the request of such disabled person, transfer and exchange the right to occupy the PC Unit with such disabled person for the parking unit which has been acquired by purchase or lease by the disabled person. The right of such disabled person to occupy such PC Unit shall continue for the full period of such disabled person's residency in this Corporation and any sale, transfer or other conveyance, or lease or license of the PC Unit shall be subject to the right of occupancy of the disabled person as herein set out."

(21) The Purchaser is advised that this Condominium includes Sign Unit(s) which may be retained by the Developer, or a related entity, and may be located on any part of the common elements of the Building. The Vendor Entities, in their sole and absolute discretion, shall have the right to determine the design, content, extent and locations of such signage.

(22) Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

(23) This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

(24) The Purchaser is advised that the Property and the Condominium is subject to a Risk Assessment/Risk Management Plan (the "**RA/RM Plan**") relating to the remediation of soil, water, noise, odour, and air quality contamination that in certain circumstances exceed those permitted by the MOECC. The RA/RM Plan shall be approved by the MOECC and it is anticipated that a Certificate of Property Use will be issued for the Property. The Condominium will be required to assume and comply with any ongoing maintenance, monitoring, and/or reporting requirements set out in the RA/RM Plan and/or the Certificate of Property Use and shall indemnify and hold the Vendor Entities harmless from any claims, actions, or liabilities whatsoever as a result of the Condominium's failure to comply with the RA/RM Plan and/or the Certificate of Property Use.

(25) The Developer is registered as a vendor with the New Home Warranty Program under the Ontario New Home Warranties Plan Act which is administered by TWC. The purchaser is advised to become familiar with his or her rights under the warranty program, as set out in the Tarion Homeowner Information Package, and with the requirements to provide notices to Tarion with respect to any building deficiencies or the quality of workmanship items in order to make claims under the warranty program.

(26) The Purchaser is advised that failure to submit the required notices to Tarion on a timely basis may affect their ability to make claims under the New Home Warranty Program.

(27) The Purchaser is advised that the Vendor Entities and/or the Corporation, as well as their respective agents, employees, and contractors, may require access to the Residential Units in order to carry out maintenance and/or repair of the exterior portion of windows, including, without limitation, annual or semi-annual, as the case may be, washing of the exterior portions of windows.

(28) Purchasers of residential units on Level 1 are advised that although the Condominium Documents reflect such units having an exclusive use patio area, that pending final site plan approvals from the City of Toronto, the Vendor Entities are reserving the right to eliminate one or more or all of such patio areas from the plans and if this occurs such areas may ultimately comprise common elements landscaped areas or planters within the plan of condominium. Purchasers of units on Level are further advised that the location of some of the residential units on this Level are adjacent to or in proximity to the Condominium's garbage and loading areas.

(29) Purchasers of residential units on Level 3 are advised that the location of some of such residential units are adjacent to or in proximity to the study and meeting room in the Condominium located on this Level. Furthermore, purchasers of residential units 1 and 25 on this Level are advised that a party wall to the west will extend up approximately 3 to 5 feet above the slab of the terraces of these units.

(30) Purchasers of residential units on Level 6 are advised that the location of some of such residential units are adjacent to or in proximity to the locker room on this Level.

(31) Purchasers of residential units on Level 7 are advised that although the Condominium Documents reflect such units having an exclusive use balcony area, that pending final site plan approvals from the City of Toronto, the Vendor Entities are reserving the right to eliminate one or more or all of such balcony areas from the plans.

(32) Purchasers of residential units 1, 16 and 17 on Level 8 are advised that such units are adjacent to or in proximity to the common elements outdoor amenity terraces on this Level.

(33) Purchasers of residential units on Level 9 are advised that although the Condominium Documents reflect such units having an exclusive use balcony area, that pending final site plan approvals from the City of Toronto, the Vendor Entities are reserving the right to eliminate one or more or all of such balcony areas from the plans.

(34) Purchasers of residential units on Level 11 (i.e. penthouse units) are advised of the location of the amenity party room located on the Level above and also mechanical rooms above this Level.

Any capitalized terms contained in this Schedule "D" shall, unless defined herein or elsewhere in this Agreement, shall have the meaning ascribed to them in the disclosure statement that was delivered to the Purchaser pursuant to the Act.

SCHEDULE "E"

FIRST TIME HOMEBUYER GST REBATE

(1) Bill 114, the *HST Relief Implementation Act (Residential Property Rebates), 2026*, received Royal Assent on May 12, 2026, and introduced the legislative framework required to implement the Ontario First-Time Home Buyers' GST/HST Rebate ("**ON FTHB Rebate**") and the forthcoming Proposed Rebate (as defined in Schedule "F" below) for pre-construction homes.

(2) On June 9, 2026, the Canada Revenue Agency (CRA) released an updated **RC7190-ON GST190 Ontario Rebate Schedule**. This update confirmed that the CRA is now accepting applications for the Ontario First-Time Home Buyers' GST/HST Rebate ("**ON FTHB Rebate**") provincial top-up program.

(3) The eligibility criteria to be considered a First-Time Home Buyer are as follows:

(a) must be over the age of eighteen (18);
(b) must be Canadian citizen or Permanent Resident of Canada;
(c) cannot have lived in a home that you or your spouse, common-law partner owned in the five (5) years (rounded up) preceding the purchase of the Unit;
(d) must move into the Unit as your primary place of residence; and
(e) only permitted to claim the ON FTHB Rebate once per lifetime (i.e., cannot claim if you or your spouse, common-law partner previously claimed the ON FTHB Rebate);

(collectively, the "**First Time Home Buyer Requirements**").

(4) In addition to the First Time Home Buyer Requirements, specific timelines are imposed for qualifying homes purchased from a builder:

(a) The purchase agreement must be signed on or after the 20th day of March 2025;
(b) Construction of the qualifying home must begin before 2031 and be substantially complete before 2036;

(collectively, the "**Purchase and Construction Timelines**").

***Advisory* –** The rebate will not apply retroactively to any assignment purchase where the original agreement of purchase and sale was signed before March 20, 2025, but the assignment is completed on or after that date. In addition, the rebate will not be available where an existing agreement of purchase and sale signed before March 20, 2025, is cancelled, re-signed, or substantially varied or amended in an attempt to qualify for the Ontario First-Time Home Buyers' GST/HST Rebate.

(5) The Vendor Entities make no representation that the Purchaser, this transaction or the project will qualify for this rebate but shall be subject to the requirements as determined by the Vendor Entities in their sole and absolute discretion and as further set out in Schedule "F" herein.

SCHEDULE "F"

HARMONIZED SALES TAX – REBATE

(1) On March 25, 2026, the Ontario government announced a proposed expansion of the existing rebate of HST for new homes (the "**Proposed Rebate**") purchased pursuant to agreements of purchase and sale signed between April 1, 2026, and March 31, 2027.

(2) The Purchaser hereby acknowledges, confirms and agrees that the laws and/or regulations required to permit the Proposed Rebate to apply to the herein transaction may not be enacted and/or issued, as appropriate (and may never be enacted and/or issued) prior to the Unit Transfer Date. While the Proposed Rebate may apply to the herein transaction (in respect of which the Vendor makes no representation or warranty whatsoever), the Unit Transfer Date may predate the availability and use of any forms, applications and other documents required by one or more of the federal government and any ministry, department or agency thereof and the provincial government and any ministry, department or agency thereof (collectively, the "**Rebate Authority**") to assign the Proposed Rebate to the Vendor or the Rebate Recipient.

(3) The Purchaser and the Vendor acknowledge and agree that, notwithstanding any provisions of the Agreement to the contrary:

(a) HST applies to this transaction; and

(b) the Purchase Price is **<u>inclusive</u>** of HST, net of the GST/HST New Housing Rebate.

(4) If, by the Unit Transfer Date, the aforementioned laws and/or regulations have been enacted and/or issued, as appropriate, and the forms, applications and other documents required by the Rebate Authority to assign the Proposed Rebate, as aforesaid, are available, and the Vendor is satisfied in its sole and absolute discretion that the Proposed Rebate is available and assignable to the Vendor and applicable to this transaction, then:

(a) the Proposed Rebate **<u>shall be</u>** deemed to be included in the definition of "**HST Rebate**", as contained within the Agreement and accordingly, all references to HST Rebate in the Agreement shall include the Proposed Rebate and all provisions in the Agreement that relate to the Proposed Rebate shall continue to apply;

(b) the Purchaser shall assign such Proposed Rebate to the Vendor or the Rebate Recipient, as applicable, in accordance with the provisions set out in the Agreement;

(c) the amount of HST exigible in respect of the Purchase Price on the Unit Transfer Date shall be credited in favour of the Vendor on the statement of adjustments for the herein transaction and the amount of the Proposed Rebate the Purchaser qualifies for, is eligible to receive and which is assigned to the Vendor shall be credited in favour of the Purchaser on the statement of adjustments for the herein transaction; and

(d) the Purchaser shall deliver to the Vendor by no later than thirty (30) days after the Unit Transfer Date satisfactory evidence to the Vendor that: (1) the Purchaser has changed its drivers licence and bank statements to the address for the Unit; (2) the Purchaser has set up hydro, water and gas bills for the Unit in the Purchaser's name with the billing address for such bills being the address for the Unit; and (3) that the tax department has been notified of the change of ownership of the Unit.

(5) If, by the Unit Transfer Date, the laws and/or regulations required to permit the Proposed Rebate have not been enacted and/or issued, or the Purchaser does not or is otherwise unable to assign the Proposed Rebate to the Vendor in the Vendor's sole and absolute discretion, then:

(a) the Proposed Rebate shall be payable in full by the Purchaser to the Vendor on the Unit Transfer Date, with such payment being credited in favour of the Vendor on the statement of adjustments for the herein transaction; and

(b) no rebate of HST for new homes will be assigned to the Vendor and as such, the Vendor hereby disclaims any right to the Proposed Rebate and the Purchaser shall, to the extent that the Purchaser qualifies and is eligible to receive any rebate of HST for new homes, be entitled at the Purchaser's sole cost and expense to make an application to claim such rebate or rebates following the Unit Transfer Date directly with the Rebate Authority.

(6) The Vendor does not make any representation, warranty, or guarantee (direct or indirect) that the Rebate Timing and Eligibility Criteria (as hereinafter defined) will be satisfied by the Unit Transfer Date. The Purchaser acknowledges and agrees that the Vendor shall not be responsible or liable whatsoever for any claims, costs, expenses, causes of action, suits, losses, damages, penalties, fines, interest and other charges or expenses whatsoever (including, without limitation, legal fees on a substantial indemnity basis and all other professional fees and disbursements) which the Purchaser may sustain, suffer or incur, directly or indirectly, arising from or related to either one or both of the Rebate Reduction (as hereinafter defined) and the Rebate Timing and Eligibility Criteria not being satisfied, for any reason whatsoever. For the purpose of this paragraph: (a) "**Rebate Timing and Eligibility Criteria**" means the terms and conditions for the Proposed Rebate, from time to time, including without limitation: (1) construction commencing and being substantially completed on certain dates as determined by the Rebate Authority, from time to time; (2) such further and other eligibility criteria or rules that are published or enacted by the Rebate Authority, from time to time; and (3) the enactment of laws and/or regulations to bring into effect the Proposed Rebate; and (b) "**Rebate Reduction**" means the possible event that the Rebate Timing and Eligibility Criteria are not satisfied by the Unit Transfer Date and, as a result, the amount of the actual available rebate of HST for new homes available to the Purchaser on the Unit Transfer Date is less than the amount of the Proposed Rebate.

Vendor ☐ Purchaser ☐ ☐

(7) The Purchaser covenants, warrants and represents that:

(a) the Purchaser is an individual and that the Purchaser or one of his or her relations (as defined in subsection 251(6) of the *Income Tax Act* (Canada) the ("**ITA**") shall personally occupy the Unit as their primary place of residence (all in accordance with Section 254 of the *ETA* prior to the Unit Transfer Date) within fourteen (14) days of Unit Transfer Date, for such period of time as shall then be required in order to entitle the Purchaser to the Proposed Rebate; and

(b) any assignment of the Purchase Agreement by the Purchaser, as assignee to a third-party assignor may trigger payment of additional HST and nullify their eligibility to qualify for the Proposed Rebate. In this regard, the Purchaser acknowledges having consulted and reviewed the GST/HST Info Sheet GI;120, *Assignment of a Purchase Agreement for a New House or Condominium Unit*. The Purchaser indemnifies the Vendor for any non-remittance of HST pursuant to such an assignment, with such remittance to be the sole and absolute responsibility of the Purchaser.

(8) If the Proposed Rebate has been enacted and the Purchaser satisfies the requirements as determined by the Vendor in its sole and absolute discretion, the Purchaser shall execute all documents required by the Vendor with respect to the Proposed Rebate, including but not limited to:

(a) a completed rebate application in the prescribed form under the *Excise Tax Act (Canada)* (the "**ETA**") and any applicable provincial legislation;

(b) a power of attorney which nominates and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the *Powers of Attorney Act* (Ontario), 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 Proposed Rebate paid and/or credited to the Vendor or any other person that is designated by the Vendor including, inter alia, any party in which the Vendor may have been acting as the disclosed or undisclosed agent for when entering into this Agreement;

(c) an assignment of the Purchaser's entitlement to the Proposed Rebate;

(d) a statutory declaration confirming the Purchaser's eligibility for such rebates, including but not limited to first-time home buyer status (if applicable), intention to occupy the Unit as their primary place of residence within the time prescribed by law, and that the Purchaser is not acquiring the property for resale, assignment, or investment purposes unless otherwise disclosed;

(e) an undertaking to provide such further information or documentation as may be required by the Vendor, the Canada Revenue Agency, or any applicable governmental authority in connection with the rebate application or audit thereof;

(f) such other documents and acknowledgements as the Vendor or their solicitor may reasonably require to substantiate the Purchaser's eligibility and to protect the Vendor's ability to recover or retain the benefit of any assigned rebates;

(collectively, the "**Rebate Documentation**").

(9) The Purchaser shall execute and deliver upon closing **original wet signed** (i.e. not a photo or electronic copy and not a digitally signed version) Rebate Documentation pursuant to the applicable legislation in prescribed forms and the Vendor's standard forms of Proposed Rebate assignment and indemnity agreement.

(10) The Purchaser acknowledges and agrees that the Vendor is relying on the foregoing representations, warranties, and covenants in crediting any HST rebates against the Purchase Price.

(11) In the event the Purchaser shall, for any reason, fail to qualify for the Proposed Rebate or fail to provide the Sworn Declaration on the Unit Transfer Date, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for such Proposed Rebate and Vendor shall have a charge upon the Unit for such amount, such charge being enforceable in the same manner as a mortgage in default.

(12) In the event that such failure to qualify is known on or before Unit Transfer Date, the Vendor shall be credited in the Statement of Adjustments with the amount of such Proposed Rebate on Closing.

(13) Despite the above, where a credit against the Purchase Price is to be given to the Purchaser on the Unit Transfer Date, such credit shall be reflected as a reduction in the Consideration so as to minimize the amount of HST payable. For the purposes of this Agreement, "**Consideration**" shall mean the Purchase Price net of HST and that the actual consideration for the Property, exclusive of requested changes or adjustments as herein provided, is the amount derived by subtracting net HST payable with respect to the within transaction from the Purchase Price. The amount of the Consideration of the conveyance shall be determined in accordance with the provisions of and rules prescribed by the *Land Transfer Tax Act* (Ontario), as amended from time to time.

(14) Notwithstanding anything contained in this Purchase Agreement to the contrary, the Vendor, in its sole and unfettered discretion, may require that the Purchaser apply directly for the HST Rebate after the Unit Transfer Date and in such event the Purchaser shall pay to the Vendor by certified cheque or bank draft on Unit Transfer Date, at the Vendor's option, the amount of the HST Rebate in addition to the amount otherwise payable and the Rebate shall not be assigned by the Purchaser to the Vendor on the Unit Transfer Date.

(15) If the Purchaser takes any action that might disentitle it from receiving the HST Rebate (such as a resale or rental listing, request for and or entering into any amendment for assignment or lease of the Unit, or liability for any non-residential speculation or similar tax payable in respect of the transfer of the Unit to the Purchaser), then, if discovered prior to closing, the amount of the HST Rebate shall be paid to the Vendor on Closing or, if discovered after Closing, the Purchaser shall pay the Vendor by certified cheque the amount of the HST Rebate forthwith upon demand and shall indemnify the Vendor from any loss of the Proposed Rebate.

Vendor ☐ Purchaser ☐ ☐

(16) In the event that there is any inconsistency or conflict between the provisions contained in this Schedule and the provisions contained in the Agreement, the provisions of this Schedule shall have priority over and shall override the provisions contained in the Agreement to the extent of the inconsistency or conflict.

(17) All of the covenants, terms and agreements of the Purchaser as set out in this Schedule "F" shall not merge on the completion of the transaction, but rather shall expressly survive same. No further written assurances evidencing or confirming the non-merger of the Schedule "F" shall be required to give effect to the foregoing, provided however that the Vendor shall be entitled to require the Purchaser to provide to the Vendor's solicitors at any one or more times as may be required by the Vendor of the production and delivery from the Purchaser of an executed non-merger agreement, in respect to the foregoing (in a form prepared by the Vendor's solicitor).

(18) For the purposes of this Agreement, "**HST**" shall mean the tax payable under section 165 of the ETA including the provincial component thereof payable under subsection 165(2), if applicable.

NOTWITHSTANDING THE FOREGOING, THE PURCHASER ACKNOWLEDGES AND AGREES THAT IF THE VENDOR ENTITIES DETERMINE THAT THE PURCHASER DOES NOT QUALIFY FOR THE PROPOSED REBATE, OR FOR ANY GST/HST REBATE, THE PURCHASER SHALL HAVE THE OPTION OF APPLYING TO THE CANADA REVENUE AGENCY FOR ANY REBATE FOR WHICH THE PURCHASER MAY QUALIFY, BASED ON THE PURCHASER'S KNOWLEDGE AND BELIEF AFTER CLOSING.

[Drafting Note: If the unit is occupied, it is exempt from HST. Delete this schedule and insert HST exemption provision for any unit that meets the definition of a "used residential complex" under the *Excise Tax Act*.]

SCHEDULE "F"

HARMONIZED SALES TAX – NOT APPLICABLE

The Purchaser covenants, acknowledges and agrees the Unit constitutes a "used residential complex" within the meaning of the *Excise Tax Act* (Canada) and that such tax is included in the Purchase Price as set forth herein. The sale of the Unit is not subject to Harmonized Sales Tax ("**HST**") and the Developer agrees to certify on closing, that the sale of the Unit is not subject to HST.

[Drafting Note: If the Unit is occupied or was previously occupied, delete and replace the prior Schedule "F" with this Schedule "F"]

SCHEDULE "G"

OCCUPANCY LICENCE AGREEEMENT
(DRAFTING NOTE – FOR UNITS CURRENTLY OCCUPIED)

(1) The transfer of title to the Unit shall take place on the Title Transfer Date upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.

(2) The Purchaser shall pay or have paid to the Vendor Entities, for receiving possession of the Unit prior to the Title Transfer Date (the "**Occupancy Date**"), by certified cheque drawn on a Canadian chartered bank the amounts set forth in paragraph 1(a) of this Agreement without adjustment. In consideration of receipt of payment of such amount on the Occupancy Date, the Vendor Entities grant to the Purchaser a licence to occupy the Unit from the Occupancy Date to the Title Transfer Date (the "**Interim Occupancy**").

(3) The Purchaser shall pay to the Vendor Entities an occupancy fee calculated as follows:

(a) the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate;

(b) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit; and

(c) the projected monthly common expense contribution for the Unit

(collectively, the "**Occupancy Fee**")

(4) as an occupancy charge on the first (1at) day of each month in advance during Interim Occupancy, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor Entities on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor Entities, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor Entities such revised Occupancy Fee following notice from the Vendor Entities. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor Entities on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Closing Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor Entities and any amount owing by one party to the other shall be paid upon demand.

(5) The Purchaser shall be allowed to remain in occupancy of the Unit during Interim Occupancy provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor Entities in their sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor Entities may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor Entities for all costs they may incur.

(6) At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor Entities any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor Entities pursuant to this Agreement, including but not limited to a Condominium tenant's insurance policy in the amount of Two Million ($2,000,000.00) Dollars (which must include third party liability and flood damage) satisfactory to the Vendor, in the same manner as if the closing of the transaction was taking place at that time.

(7) The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor Entities shall return all unused post-dated Occupancy Fee cheques to the Purchaser on or shortly after the Closing Date.

(8) The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor Entities which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.

(9) The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.

(10) The Developer and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor Entities may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.

(11) The Purchaser acknowledges that the Developer holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor Entities are not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Developer's willful conduct. On or before the Occupancy Date, the Purchaser shall provide the Vendor Entities with a copy of the Purchaser's Condominium insurance policy or a binder thereof setting out the coverages to be obtained by the Purchaser as set out in the Declaration.

(12) The Purchaser agrees to indemnify the Vendor Entities for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Developer elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Developer for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.

(13) In accordance with clause 80(6)(d) and (e) the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor Entities which consent may be arbitrarily withheld. The Purchaser acknowledges that unauthorized assignment, sublet or other transfer of this Occupancy Licence during the Interim Occupancy shall constitute default.

(14) The Purchaser shall be responsible for all damages to the Property, the Unit and to the common elements, caused by the Purchaser (or by any member of the Purchaser’s family residing within the Unit), or by any agents, servants, workmen, invitees and/or licensees of the Purchaser. The Purchaser shall reimburse the Vendor Entities for the cost of repairs in respect of any such damage, and shall indemnify and save the Vendor Entities harmless from and against all costs, damages, and liabilities suffered or incurred by the Vendor Entities in having to restore the Property and the Unit (including any impacted common elements) to the condition existing before the possession of the Property was granted to the Purchaser.

(15) The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor Entities elect to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor Entities to the Purchaser.

SCHEDULE "R"

ACKNOWLEDGEMENT OF RECEIPT OF CONDO GUIDE, DISCLOSURE STATEMENT AND ACCOMPANYING REGISTERED CONDOMINIUM DOCUMENTS

(1) having received from **Nova Ridge (Manderley) GP Corp.** (the "**Declarant**") the following documents in the hereinafter referenced format on the date noted below:

(a) A Disclosure Statement dated the 23rd day of July 2026 and accompanying documents in accordance with Section 72 of the *Condominium Act, 1998* (Ontario) (the "**Act**"), namely:

(i) the Budget Statement;
(ii) the registered Declaration being Instrument AT6981012 and all schedules thereto;
(iii) the registered By-Laws;
(iv) the Rules for the Condominium;
(v) the Management Agreement(s); and
(vi) the registered plan of Condominium.

(b) A copy of the agreement of purchase and sale (the "**Agreement**") (to which this acknowledgement may be attached as a Schedule) executed by the undersigned, as purchaser;

(c) A copy of Ontario's Residential Condominium Buyers' Guide (the "**Condo Guide**") prepared by the Condominium Authority of Ontario, in accordance with Section 71.1 of the Act, which Condo Guide has a date on page 1 of 2024 (https://www.condoauthorityontario.ca/resource/condo-buyers-guide/).

(2) that the Condominium Documents (as that term is defined in the Agreement) required by the Act have been registered by the Declarant.

(3) that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be a set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

(4) the Purchaser acknowledges and agrees that receipt of the Condo Guide, Disclosure Statement and related Condominium disclosure documents listed above in electronic format is acceptable to the Purchaser and satisfies the Declarant's obligations pursuant to the Condominium Act; and

(5) in the event the Purchaser(s) receives the above-referenced documents in an electronic format, the Purchaser(s) hereby acknowledges that it has the necessary equipment to access and review the documents contained in electronic form and does not require the electronic documents in a paper format (notwithstanding that they have been made available to the undersigned).

By executing below, the Purchaser acknowledges receipt of this Schedule and the documents noted above.

DATED BY THE PURCHASER this ____ day of ____________________ 202____ (for the purpose of Section 73(2) of the Act, the ten (10) day rescission period commences on the date the Agreement executed by the Declarant, as vendor and the undersigned, as purchaser, is received by the undersigned).

______________________________ Witness:	}	______________________________ Purchaser:
______________________________ Witness:	}	______________________________ Purchaser:

SCHEDULE "Z"

RECEIVER PROVISIONS

(1) In the event of any conflict or inconsistency between any provision of this Schedule "Z" and any provision of the Agreement of Purchase and Sale including the other Schedules thereto, not contained in Schedule "Z", the provision of Schedule "Z" shall govern and prevail.

(2) The Purchaser acknowledges that (i) the Vendor, in executing this Agreement, is entering into this Agreement of Purchase and Sale solely in its capacity as Court-appointed receiver of Nova Ridge (Manderley) Limited Partnership and Nova Ridge (Manderley) GP Corp., and not in its personal or any other capacity (the "**Receiver**"). The Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise, and (ii) the Vendor's authority to act in respect of the property is governed by the Order of the Honourable Justice Myers of the Ontario Superior Court of Justice (the "**Court**") dated June 23, 2026, as it may be amended from time to time.

(3) The Property is being sold and shall be accepted by the Purchaser on an "as is, where is" and "without recourse" basis with no representations, warranties or conditions, express or implied, statutory or otherwise, of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, zoning or lawful use of the property, rights over adjoining properties and any easements, rights-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the property, the condition or state of repair of any chattels, encroachments on the property by adjoining properties or encroachments by the property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, municipal or other governmental agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning by-laws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Purchaser acknowledges having reviewed the state of title to the Property and agrees to accept title subject to all of the foregoing.

(4) The Vendor's obligations contained in this Agreement shall be conditional upon the Vendor receiving an order of the Court in a form satisfactory to the Vendor, acting reasonably, or such other court as has jurisdiction in the matter, approving the sale of the Property to be vested in the Purchaser, free and clear of all claims and encumbrances against the Property as contemplated by this Agreement (the "**Approval and Vesting Order**").

(5) The Vendor covenants and agrees to use reasonable commercial efforts to attempt to satisfy the condition in paragraph 4 above. If the sale of the Property is not approved by the Court, this Agreement shall be terminated without any penalty or liability whatsoever to the Vendor or the Purchaser, other than the return by the Vendor to the Purchaser of the Deposit, but without cost or other compensation, and each of the Vendor and the Purchaser shall be released from all other obligations hereunder except for the obligations of the Purchaser that are specifically stated herein to survive Closing or other termination of this Agreement.

(6) In the event that the sale of the Property is enjoined or not approved by the Court, where any part of the Property is removed from the control of the Vendor by any means or process, or legal proceedings are threatened against the Vendor to restrain the sale of the Property, or where the Property is redeemed in whole or in part by any party entitled thereto at law on or prior to Closing, the Vendor, at its option, may terminate this Agreement without any penalty or liability whatsoever to the Vendor or the Purchaser, other than the return by the Vendor to the Purchaser of the Deposit, without deduction, and without cost or other compensation, and each of the Vendor and the Purchaser shall be released from all other obligations hereunder, except for the obligations of the Purchaser that are specifically stated herein to survive Closing or other termination of this Agreement.

(7) Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached to the Approval and Vesting Order, all of the Developer's right title and interest in and to the Property shall vest absolutely in the Purchaser on the terms set out in the Approval and Vesting Order.

(8) The description of the Property contained in this Agreement is for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the existence or accuracy of such description.

(9) The Purchaser shall accept title to the Property, subject to, and whether complied with or not, any and all registered restrictions, agreements or covenants which ran with the land, registered easements for the supply of utilities and services to the Property or through the Property to adjoining/adjacent properties or other easements, registered leases, rights-of-way, rights of re-entry by-laws, standard subdivision or site plan agreements (including any levies or charges payable thereunder) and any encroachments.

(10) The Vendor shall not be required to deliver a discharge, release or reassignment of any charge/mortgage of land, assignment, lien or other encumbrance registered against the title to the Property which would be extinguished by the Approval and Vesting Order.

(11) The Vendor does not guarantee title to the chattels and does not warrant the condition or state of repair of the chattels, The Purchaser must satisfy itself in this regard, and accept the fixtures and chattels on an "as-is, where-is" basis. The Vendor shalt not provide a bill of sale for any chattels or fixtures, and shall make no further adjustments or abatement in the purchase price with respect thereto. The Vendor will not remove and shall not be responsible for the removal of any chattels found on the Property prior to or on the date of closing.

(12) The Purchaser covenants and agrees not to register Notices of this Agreement, Assignment thereof, Caution, Certificate of Pending Litigation, or any other instrument or reference to this Agreement of his /her interest in the Property. If any such registration occurs, the Vendor may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Purchaser hereby irrevocably consents to a Court order removing any such registrations and agrees to bear all costs in obtaining such order.

Vendor ☐ Purchaser ☐ ☐

Condominium Form
(Firm Occupancy Date)

Property The Manderley
2 Manderley Drive, Toronto, ON

Statement of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: ***Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.***

VENDOR AlixPartners Restructuring, Inc. in its capacity as Court-appointed receiver of Nova Ridge (Manderley) Limited Partnership and Nova Ridge (Manderley) GP Corp.
Full Name(s)

PURCHASER ______________________________
Full Name(s)

1. Critical Dates

The **Firm Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ___day of _________, 20___.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is: the ___day of _________, 20___.

2. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the **"Purchaser's Termination Period"**), which period, unless extended by mutual agreement, will end on: the ____day of __________, 20____.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (*see sections 7, 10 and 11 of the Addendum*).

Note***: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).***

Acknowledged this _____ day of __________________, 20____.

VENDOR: AlixPartners Restructuring, Inc. in its capacity as Court-appointed receiver of Nova Ridge (Manderley) Limited Partnership and Nova Ridge (Manderley) GP Corp.
____

PURCHASER: ______________________________
____

Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the "**Addendum**"), forms part of the agreement of purchase and sale (the "**Purchase Agreement**") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion's **MyHome** on-line portal and visit Tarion's website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR

AlixPartners Restructuring, Inc. in its capacity as Court-appointed receiver of Nova Ridge (Manderley) Limited Partnership and Nova Ridge (Manderley) GP Corp.
Full Name(s)

48236
HCRA Licence Number

17 Ancroft Place
Address

Toronto | Ontario | M4W 1M4
City | Province | Postal Code

Phone

Fax

Email*

PURCHASER

Full Name(s)

Address | City | Province | Postal Code

Phone

Fax

Email*

PROPERTY DESCRIPTION

2 Manderley Drive
Municipal Address

Toronto | Ontario | M1N 0C7
City | Province | Postal Code

All of Lots 7, 8, and 9 Registered M-Plan 588, City of Toronto, Province of Ontario
Short Legal Description

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Vendor has obtained Formal Zoning Approval for the Building. ☒ Yes ○ No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.

(b) Commencement of Construction: ☒ has occurred; or ○ is expected to occur by the ______ day of ____________________, 20____.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.**

SETTING AND CHANGING CRITICAL DATES

1. Setting the Firm Occupancy Date

(a) **Completing Construction Without Delay**: The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
(b) **Firm Occupancy Date**: The Vendor shall set out a Firm Occupancy Date which shall be set out in the Statement of Critical Dates at the time the Purchase Agreement is signed.

2. Changing the Firm Occupancy Date – Three Ways

(a) The Firm Occupancy Date can be changed only:
- (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
- (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
- (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.

(b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

(a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
(b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
(c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
(d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
(e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

(a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.
(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
- (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
- (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
- (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:

  - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
  - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
  - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

(c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
(d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

(a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
(b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
(c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
(d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
(e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

(a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
(b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
(c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ○ Yes ⊗ No
(d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)
Description of the Early Termination Condition:

N/A

The Approving Authority (as that term is defined in Schedule A) is: ______________________________

The date by which Condition #1 is to be satisfied is the _____day of_______________, 20 ______.

Condition #2 (if applicable)
Description of the Early Termination Condition:

N/A

The Approving Authority (as that term is defined in Schedule A) is: ______________________________

The date by which Condition #2 is to be satisfied is the ______day of ___________, 20______.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the Firm Occupancy Date, and will be deemed to be 90 days before the Firm Occupancy Date if no date is specified or if the date specified is later than 90 days before the Firm Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

(e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
(f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
(g) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
(ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.

(h) For conditions under paragraph 1(b) of Schedule A the following applies:

(i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
(ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.

(i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998,* which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
(j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
(k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

(a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of $7,500, which amount includes: (i) payment to the Purchaser of a set amount of $150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.

(b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
(c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
(d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of $150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
(e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:

  (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
  (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
  (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.

(f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
(g) If delayed occupancy compensation is payable, the Vendor shall either: pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act,* 1998), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

(a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
  (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
  (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.
(b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):
  (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
  (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
  (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.

(c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
(d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
(b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
(c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
(d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
(e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
(f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
(b) The rate of interest payable on the Purchaser's monies shall be calculated in accordance with the *Condominium Act, 1998*.
(c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.
"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.
"Closing" means completion of the sale of the home, including transfer of title to the home to the Purchaser.
"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.
"Critical Dates" means the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.
"Delayed Occupancy Date" means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.
"Early Termination Conditions" means the types of conditions listed in Schedule A.
"Firm Occupancy Date" means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

"Formal Zoning Approval" occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.
"Occupancy" means the right to use or occupy the home in accordance with the Purchase Agreement.
"Occupancy Date" means the date the Purchaser is given Occupancy.
"Outside Occupancy Date" means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.
"Property" or "home" means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.
"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).
"Roof Assembly Date" means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.
"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.
"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.
"Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.
"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
(c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
(d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
(e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
(f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
(g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
(h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
(i) Words in the singular include the plural and words in the plural include the singular.
(j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

(a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
(b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
(c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
(d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
(e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:
- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.
"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

(a) be set out separately;
(b) be reasonably specific as to the type of Approval which is needed for the transaction; and
(c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

(a) receipt of a building permit;
(b) receipt of an occupancy permit; and/or
(c) completion of the home.

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

(1) DELIVERY OF STATUS CERTIFICATE
Section 6(b)(iii) of Additional Provisions
$100 inclusive of taxes

PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

(1) DEPOSIT INTEREST OR CREDIT (if applicable)
Section 5(a) of Additional Provisions

(2) REALTY TAXES, LOCAL IMPROVEMENT RATES
Section 6(a)(i) of Additional Provisions

(3) COMMON EXPENSES ATTRIBUTABLE TO UNIT
Section 6(a)(ii) of Additional Provisions

(4) ONTARIO NEW HOME WARRANTIES PLAN ACT ENROLLMENT FEE
HOME CONSTRUCTION REGULATORY AUTHORITY FEE
Section 6(b)(i) of Additional Provisions

(5) RESERVE FUND CONTRIBUTION
Section 6(b)(ii) of Additional Provisions

(6) REIMBURSEMENT OF UTILITY CONNECTIONS AND RELOCATIONS
Section 6(b)(iv) of Additional Provisions

(7) OCCUPANCY FEE PAYMENT/POST-DATED CHEQUES/LAND TAXES AND PRELIMINARY BILLS
Section 3 of Schedule "G"

(8) PAYMENT OF HST REBATE
Section 3(b) of Schedule "F"

(9) PAYMENT OF HST REBATE WHERE PURCHASER DOES NOT QUALIFY (IF APPLICABLE)
Section 14 of Schedule "F"

Property The Manderley Condominium

INFORMATION FOR BUYERS OF NEW/PRE-CONSTRUCTION CONDOMINIUM HOMES ABOUT THE POSSIBLE TERMINATION OF PURCHASE AGREEMENT

To: Purchaser(s) of the Property

1. Take Note

You are entering into a purchase transaction which relates to a new/pre-construction condominium unit[1]. You should be aware of the possibility that it may never be completed.

Important information about your purchase is set out in this document.

You should review your purchase agreement including this document with a legal professional familiar with condominium transactions.

Remember that you have a 10-day period to cancel your purchase.[2]

2. Be Aware of Timing

The Vendor's best estimate as to when your unit will be ready for occupancy is shown as the "First Tentative Occupancy Date" on the Statement of Critical Dates and is ____________________ *(Month/Day/Year)*. This date may be further extended. Please refer to the Statement of Critical Dates in the Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

3. Completion of Your Purchase Is Not Certain – It Can Be Terminated by the Vendor[3]

Your Purchase Agreement contains early termination conditions which could result in your purchase being terminated. These are set out in detail in the Condominium Addendum. In general terms, the Vendor can end your purchase if:

a. By N/A *(Month/Day/Year)*, a set level of sales for the project has not been achieved.

b. By N/A *(Month/Day/Year)*, certain zoning and/or development approvals have not been obtained.

c. By N/A *(Month/Day/Year)*, satisfactory financing for the project has not been obtained.

This may not list all of the conditions that may exist in the Condominium Addendum.

[1] This information sheet applies to residential units in a standard residential condominium corporation as well as a phased condominium corporation (see paras 6(2) 2 and 4. of the *Condominium Act, 1998*).

[2] See *Condominium Act, 1998, s.73.*

[3] **Note to Vendor:** insert "n/a" in the date area if any of paragraphs 3(a), (b) or (c) do not apply.

Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid to the Vendor must be returned to you with interest at the interest rate no less than that prescribed under the *Condominium Act, 1998*[4]. Other recourse (monetary or otherwise) may be limited – you should speak to a legal professional.

4. Ownership of Property

The Vendor represents, warrants and declares that the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property before closing.

5. Title Restrictions

The Vendor represents, warrants and declares that:

a. The Property is free from any registered title restriction that binds the Project which would prevent completion of the Project and/or sale of your unit to you. ◯ YES ◯ NO

b. If No, that is, if such a restriction exists, the Vendor's explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).

6. Zoning Status

The Vendor represents, warrants and declares that:

a. The Vendor has obtained appropriate Zoning Approval for the Building. ◯ YES ◯ NO

b. If No, the Vendor shall give written notice to the Purchaser within 10 days after the date that appropriate Zoning Approval for the Building is obtained.

7. Construction Status

The Vendor represents, warrants and declares that:

a. Commencement of Construction: ◯ has occurred; or, ◯ is expected to occur by COMPLETE *(Month/Day/Year)*.

b. If commencement has not occurred, the Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

[4] Interest required to be paid on deposit monies returned to a purchaser is governed by the *Condominium Act*, 1998.

8. Your Purchase Agreement

This document is to be used for a purchase transaction where the transaction remains conditional and the unit is a condominium unit in respect of a condominium project for which a description has been registered or is proposed to be registered under the *Condominium Act, 1998*. This document[5] together with the Condominium Addendum[6], forms part of your Purchase Agreement. This document, the Condominium Addendum and the balance of your Purchase Agreement are to be signed at the same time. If any conflict or inconsistency exists among these documents, the provisions of the Condominium Addendum shall prevail followed by this document. Terms not defined in this document have the meaning set out in the Condominium Addendum.

9. Legal Advice is Important

Prior to signing the purchase agreement or any amendment to it, you should seek advice from a legal professional with respect to the purchase agreement or any amending agreement to the proposed transaction. Also review with your legal professional the <u>disclosure statement required by the Condominium Act, 1998.</u>

DATED ______________________ *(Month/Day/Year)*.

I/We the undersigned acknowledge having received and read this document.[7]

____
Purchaser Name

____
Purchaser Signature

____
Vendor Name

Per: _________________________________
Signature of Authorized Signing Officer
I have the authority to bind the Corporation

[5] This document must be placed at the front of the purchase agreement for any new or pre-construction condominium project signed on or after January 1, 2020. Compliance with the requirement to place this document at the front of the Purchase Agreement does not affect enforceability of the purchase agreement.

[6] This is the mandatory condominium addendum required to be attached to this Purchase Agreement and referred to in Regulation 165/08 under the *Ontario New Home Warranties Plan Act*.

[7] This information form may be executed by the undersigned parties in wet-ink, or by way of an electronic signature in accordance with the provisions of the *Electronic Commerce Act, 2000, S.O. 2000,* as amended (including by or through DocuSign Inc.'s electronic signing platform), and a photocopy or a scanned and emailed copy of this executed form (whether signed in wet-ink or electronically) may be relied upon and enforced to the same extent as if it were an original executed version.

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

Warranty Information for New Condominium Units

Important information about registering your purchase agreement:

This information sheet provides you with your Home ID and Registration Code for you to register your purchase agreement safely and securely. Registering your purchase agreement allows Tarion to provide you with key information on the builder's warranty and coverage. It also helps to identify illegal selling and building.

Please register your purchase agreement within 45 days of signing here: https://www.tarion.com/purchase-agreement-registration

Purchaser Name:
Purchaser Email:
Home ID: H3622732
Registration Code: 628c4d77c770

Note: Purchaser fields may show only one of several purchasers listed on the purchase agreement.

This information sheet also provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion.

Visit tarion.com and log into our online learning hub at https://www.tarion.com/homeowners/homeowner-resources-hub

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Toronto, ON M2N 6L9
877.982.7466 | tarion.com

The Pre-Delivery Inspection (PDI)

Before you take occupancy of your unit, your builder is required to conduct a pre-delivery inspection, (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your unit, such as the ventilation and heating systems. It is also important because it gives you an opportunity to note items in your unit that are damaged, missing, incomplete, or not working properly before you take occupancy. This record is also very important as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by your occupancy and use.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed on the PDI. If the damaged items are not addressed by your builder, you can include them in your first warranty form submission to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder.

There is more information about the PDI here: https://www.tarion.com/homeowners/homeowner-resources-hub

Deposit Protection

The Condominium Act requires your builder to hold the deposit for your condominium unit in trust until the deposit is provided to the person entitled to it or the amount of your deposit is insured, as applicable. If your Agreement of Purchase and Sale is terminated by the builder, except as a result of the Purchaser's default, your deposit must be returned to you in full within 10 days. If your deposit is not returned, you are still protected by Tarion for the return of your deposit, or portion that has not yet been returned, up to $20,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Occupancy Coverage

Your builder guarantees that your unit will be ready for you to move in by a date specified in the purchase agreement or a date that has been properly extended (if for certain reasons the original occupancy date cannot be met). You may be able to claim up to $7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your occupancy date and provides up to a maximum of $400,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario's Building Code.
- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you.

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope.
- Covers defects in work and materials in the electrical, plumbing, and heating delivery and distribution systems.
- Covers defects in work and materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding).
- Protects against violations of Ontario's Building Code that affect health and safety.

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via https://tarion.com/builders/construction-performance-guidelines

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

The Common Elements Warranty

For most condominiums, warranty coverage also includes the shared areas, known as the common elements. The common elements warranty is separate from your unit warranty. It begins when the condominium is registered and, unlike your unit warranty, is managed by your condominium corporation. For warranty assistance related to items located outside of the boundaries of your unit, contact your property manager or condominium corporation's Board of Directors. To learn more about your unit and common element boundaries, you can refer to Schedule C of the proposed declaration in your disclosure statement or, if the condominium is registered, of the registered declaration.

Important Next Steps

1. Start your new home buying journey off right by registering your purchase agreement for your new home with Tarion. It's simple, fast, and allows Tarion to start providing you with key information on your builder's warranty coverage and other protections before you get the keys to your new home. Register here: https://myhome.tarion.com/s/purchase-agreement-registration

2. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.

3. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.

4. Register for Tarion's MyHome right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario's new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at 1-877-982-7466 or customerservice@tarion.com

Condominium Authority of Ontario Residential Condo Buyers' Guide

cao
Condominium
Authority of
Ontario

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INTRODUCTION

The CAO Residential Condo Buyers' Guide (the "CAO Condo Buyers' Guide" or "Guide") has been prepared by the Condominium Authority of Ontario to provide Ontario condo buyers with information that can help them make better purchasing decisions and also help better prepare them for condo living. The CAO is an organization that aims to improve condo living by providing services and resources for condo communities. The Minister of Public and Business Service Delivery and Procurement has delegated responsibility for the development of this Guide to the CAO and approved its contents.

According to section 72 (1) of the *Condominium Act, 1998*, this Guide must be provided to buyers of pre-construction/new residential ("pre-construction") condo units purchased from either the developer or someone working for the developer. The buyer has a 10-day cooling-off period starting from the latest date on which they receive a copy of the most recent Guide, the fully signed purchase agreement, and the most recent Disclosure Statement. The 10-day period begins when the buyer has received all three documents. During this period, the buyer may cancel the purchase agreement by providing written notice to the developer. Buyers are strongly advised to review these documents carefully with their legal counsel during this time. Although this Guide is not required to be provided to buyers of resale condo units and only applies to residential condos, it offers valuable information on various aspects of condo buying and living.

1. WHAT IS A CONDOMINIUM?

Most people think of condos as high-rise residential towers in urban areas. A better way to think of a condo is as a shared real estate ownership structure. Owners collectively share ownership of the condo corporation's common elements and assets. Condo living also involves community engagement, as owners participate in collective decision-making. Condos are also diverse, with many existing in suburban and rural areas as well as urban centres, and with unique and differing set ups.

Condo communities are governed by a board of directors that are typically volunteers. Directors are elected by the owners, and each community has its own unique structure and rules.

What this means is that purchasing a condo allows someone to become part of a community where they are directly responsible for paying their share of the community's upkeep, following its rules, staying informed about its operation, and voting on important decisions that affect all owners and more. Here's a summary of what condo owners can, should, and must do:

OWNERS **CAN**:

- Seek election to their condo's board of directors
- Request an owners' meeting to discuss important matters in their community (provided the statutory requirements are met)
- Request to review condo records
- Request an item for discussion be added to the agenda for an owners' meeting

OWNERS **SHOULD**:

- Attend and vote at owners' meetings
- Always strive to resolve issues collaboratively
- Review all communications provided by the condo corporation, such as information certificates, financial statements, reserve fund studies, and any other communications

OWNERS **MUST**:

- Abide by the governing documents
- Notify the corporation if they lease their unit
- Repair and maintain the unit in accordance with the Condo Act and governing documents
- Pay condo fees on time
- Use the common areas and amenities in accordance with the governing documents
- Allow the condo corporation access to their unit when necessary

Condo boards, elected by the owners are responsible for making decisions about the condo on behalf of all unit owners and may hire a condo manager to oversee the day-to-day operations of the corporation on their behalf. The condo manager must be licensed by the Condominium Management Regulatory Authority of Ontario (CMRAO).

1.1 Different Kinds of Condo Corporations

The Condo Act outlines two main types of condo corporations:

Freehold corporations are ones where the land /property is jointly owned by the unit owners.

Leasehold corporations are ones where the underlying land on which the condo is built is leased. These are less common than freehold. Unit owners buy a leasehold interest in a unit and its associated common elements but do not own the underlying land.

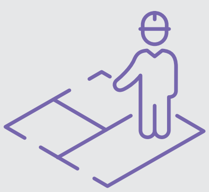
There are four types of **freehold** corporations.

Standard Condominium Corporation

- The most common type of condo corporation in Ontario
- Has individual units and common elements which often include areas such as a foyer, exterior walls, and amenities

Phased Condominium Corporation

- A standard condo corporation that is intended to be built in phases where new units and common elements are constructed and added to the initial condo corporation
- Upon final phase registration, which must take place within 10 years of the initial condominium registration, a phased condominium becomes a completed standard condominium



Vacant Land Condominium Corporation

- The units are typically vacant lots at the time of purchase. The layout of the condominium may resemble a subdivision
- The common elements are often things such as private roadways, private sewer systems and may include amenities such as a park or recreational facility
- The developer may sell the individual units as vacant or may build a home on some or all of the units

Common Elements Condominium Corporation

- There are no units in this type of condo corporation, only common elements which are shared by owners of parcels of tied land (POTL) that are legally attached to the common elements
- Owners purchase a common interest in the common elements that is attached to their POTL. Examples include shared roads, golf courses or ski hills

The Condo Act has different requirements for different types of condo corporations.

2. CONSUMER PROTECTION FOR CONDO BUYERS

It pays to be informed! Ontario home buyers, whether they are purchasing for residential or investment purposes, have access to several housing consumer protection organizations that help protect consumers. There are five in total, each with different responsibilities. It is a good idea to become familiar with these organizations and to make use of their resources.

Condominium Authority of Ontario (CAO)	Supports and protects consumers through digital information, education and dispute resolution services.	The CAO's searchable Condo Registry offers key details, including whether a condo corporation is meeting its Condo Act filing requirements, the identity of the declarant, the current board of directors, the date of the last Annual General Meeting (AGM) and more.
CMRAO	The Condominium Management Regulatory Authority of Ontario regulates and licenses condo managers and management providers and enforces professional standards.	Their Public Registry shows whether condo managers and management providers are licensed or have had disciplinary action taken against them and more.
Home Construction Regulatory Authority	The HCRA licenses and regulates new home builders and vendors.	Their Builder Directory shows whether a builder is licensed, if they've had any disciplinary action taken against them and more.
RECO Real Estate Council of Ontario	The Real Estate Council of Ontario regulates and licenses real estate agents and brokers.	Their Agent/Broker Search Portal shows if a real estate agent or broker is licensed or has had disciplinary action taken against them and more.
TARION Supporting your new home warranty	Administers the province's new home warranty program. Developers must enroll all new homes with Tarion and provide specific new home warranties to each new home buyer.	Buyers and owners who register with Tarion's MyHome Online Portal can receive e-mail alerts for important dates and warranty timelines, submit claims online and more.

3. BUYING A CONDO UNIT

3.1 Buying a Pre-Construction Condo Unit

Pre-construction condos are sold by developers directly to buyers before construction is complete. This comes with its own risks like delayed construction, potential project cancellation and more. A useful pre-construction condo buyer's checklist can be found in Appendix A. The checklist provides important considerations before and during the buying process.

3.2 Key Pre-Construction Documents

Developers must provide six key documents to buyers of pre-construction units during the purchase process. Buyers should understand the purpose of each document and carefully review these with the help of a lawyer before finalizing the purchase.

- The purchase agreement does not become firm and binding until the buyer receives the first three documents outlined below and the 10-day cooling-off period has passed.

Pre-construction Agreement of Purchase and Sale (Purchase Agreement)	Contains important information about rights and obligations as a condo buyer, the developer's rights and obligations, the unit, and the terms of the agreement.
Disclosure Statement	Contains the proposed condo's governing documents, a summary of agreements the condo has or will enter into, the condo's proposed first year budget, and more.
CAO Condo Buyers' Guide	This Guide must be provided to buyers of pre-construction condo units by the developer. The purchase agreement is not binding until this is received. Buyers of resale condo units may also wish to review this Guide.

HCRA Information Sheet for Buyers of Pre-Construction Condos	Must be attached to the purchase agreement. Outlines the risks of buying a pre-construction condo as well as important updates like the estimated occupancy date for the unit and the status of construction. It also provides information about the conditions that may lead to termination of the purchase agreement.
Addendum to the Agreement of Purchase and Sale	Must be attached to the purchase agreement. Contains the delayed occupancy warranty provided by the developer as well as an official Statement of Critical Dates outlining when the unit will be ready for occupancy along with conditions for extension of Critical Dates and early termination. **The Addendum to the Agreement of Purchase and Sale prevails over the purchase agreement and any other attachments if inconsistencies are found.**
Tarion Warranty Information Sheet	Must be attached to the purchase agreement. Outlines key information about the warranty buyers are entitled to if the unit has defects. It also includes information about Tarion, deposit protection, delayed occupancy coverage, warranty exclusions, construction performance guidelines, common elements warranties and pre-delivery inspections of the unit.

3.3 Cooling-Off Period

The Condo Act provides buyers with a cooling-off period of 10 calendar days where the purchase agreement can be cancelled for any reason whatsoever simply by notifying the developer in writing.

This 10-day period begins once a buyer has received all 3 of the following documents:

- Agreement of Purchase and Sale executed by the buyer and the developer
- Disclosure Statement
- CAO Condo Buyers' Guide

If the purchase is cancelled within the cooling-off period, the developer must refund any deposits given by the buyer, plus any applicable interest at the rate set out in the Condo Act without any additional penalty or charge.

The Condo Act provides a buyer with another 10-day cooling-off period where there is another chance to cancel the purchase, if there is a *material change* in the Disclosure Statement. A material change is specifically defined under the Condo Act as a change that would have caused a reasonable person to no longer want to proceed with the purchase had the information that is now disclosed or revealed been included in the Disclosure Statement delivered to the buyer at the time of sale or later by notice. This cooling-off period begins on the later of:

- The date that the developer delivers a revised Disclosure Statement or a notice to the buyer advising of the material change
- The date that a buyer otherwise became aware of the material change
- The date that the Ontario Superior Court of Justice determines that a material change has occurred

3.4 Deposits and Cancellations

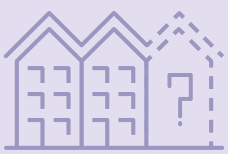
Once the purchase agreement has been signed, the developer must hold any deposits and other payments covered by the purchase agreement in trust. The developer must refund these monies plus interest, calculated according to sections 19 and 19.1 of O. Reg. 48/01 under the Condo Act, if the project is terminated.

Did you know developers may cancel pre-construction projects even after you have purchased your unit?

If monies are not refunded as required, buyers may be able to file a claim for deposit protection coverage up to $20,000 with Tarion under the *Ontario New Home Warranties Plan Act, 1990*.

Make sure to review the conditions for cancelling the pre-construction project carefully before making a purchase. Buyers are encouraged to understand the various risks associated with buying a pre-construction unit.

The conditions for cancellation, if applicable, are found in the purchase agreement and mandatory Addendum to the Agreement of Purchase and Sale and may include conditions such as:



Failure to sell a certain percentage of condo units

Inability to secure financing for the project

Delays in obtaining development approvals

3.5 Occupancy Dates & Delayed Occupancy

The Addendum to the Agreement of Purchase and Sale contains a Statement of Critical Dates. The Statement of Critical Dates must be signed by the condo buyer and developer. It sets out when the developer expects to finish the unit for occupancy along with other critical dates and the timing for delivery of any permitted extensions. Some important dates to focus on in this document are:

- **Tentative Occupancy Date or a Firm Occupancy Date** – The form should set out a date that the developer states that the unit will be ready for occupancy. Buyers are entitled to receive delayed occupancy coverage from the developer if the Firm Occupancy Date is not met and the developer does not extend the date as permitted in the Addendum to the Agreement of Purchase and Sale. If the developer does not pay delayed occupancy coverage, the buyer can make a claim to Tarion for delayed occupancy compensation.
- **The Outside Occupancy Date** – The latest date that the developer has agreed to provide the buyer with occupancy of the unit. Buyers can terminate the purchase agreement within 30 days of this date if the developer does not meet this date. Buyers who exercise their right to terminate the purchase agreement due to this delay are entitled to delayed occupancy compensation from the developer. If the developer does not pay delayed occupancy coverage, the buyer can make a claim to Tarion for delayed occupancy compensation.

Note: Condo construction may be delayed, and this may impact the occupancy of the condo unit. The Addendum to the Agreement of Purchase and Sale allows the developer to extend dates provided the notice requirements are met. If a buyer's occupancy is delayed for reasons that are not permitted under the Addendum to the Agreement of Purchase and Sale, they may have a right to compensation from the developer for this delay. Details on this warranty can be found in the Addendum to the Agreement of Purchase and Sale.

For more information about occupancy dates and warranty coverage for delayed occupancy, visit Tarion's webpage.

3.6 Pre-Construction Condo Assignment & Selling

A condo unit assignment is a transaction where the buyer of a pre-construction condo unit transfers their purchase agreement to a new buyer before taking ownership of the unit. A buyer may be able to assign the purchase agreement to a new buyer before or during interim occupancy. Buyers are encouraged to review the purchase agreement as there are often conditions that can include requiring the developer's agreement to the assignment, charging a fee, and keeping the buyer liable for closing. Buyers should understand that the developer may not agree to an assignment sale, which may stop the transaction from occurring.

Additionally, buyers of pre-construction condo units will receive warranty protection for up to 7 years through Tarion. More information on Tarion and the applicable warranty can be found below. This warranty period does not prevent the unit from being sold during this time (once ownership has been transferred). However, buyers should consult with a financial professional to be aware of any tax implications associated with the sale.

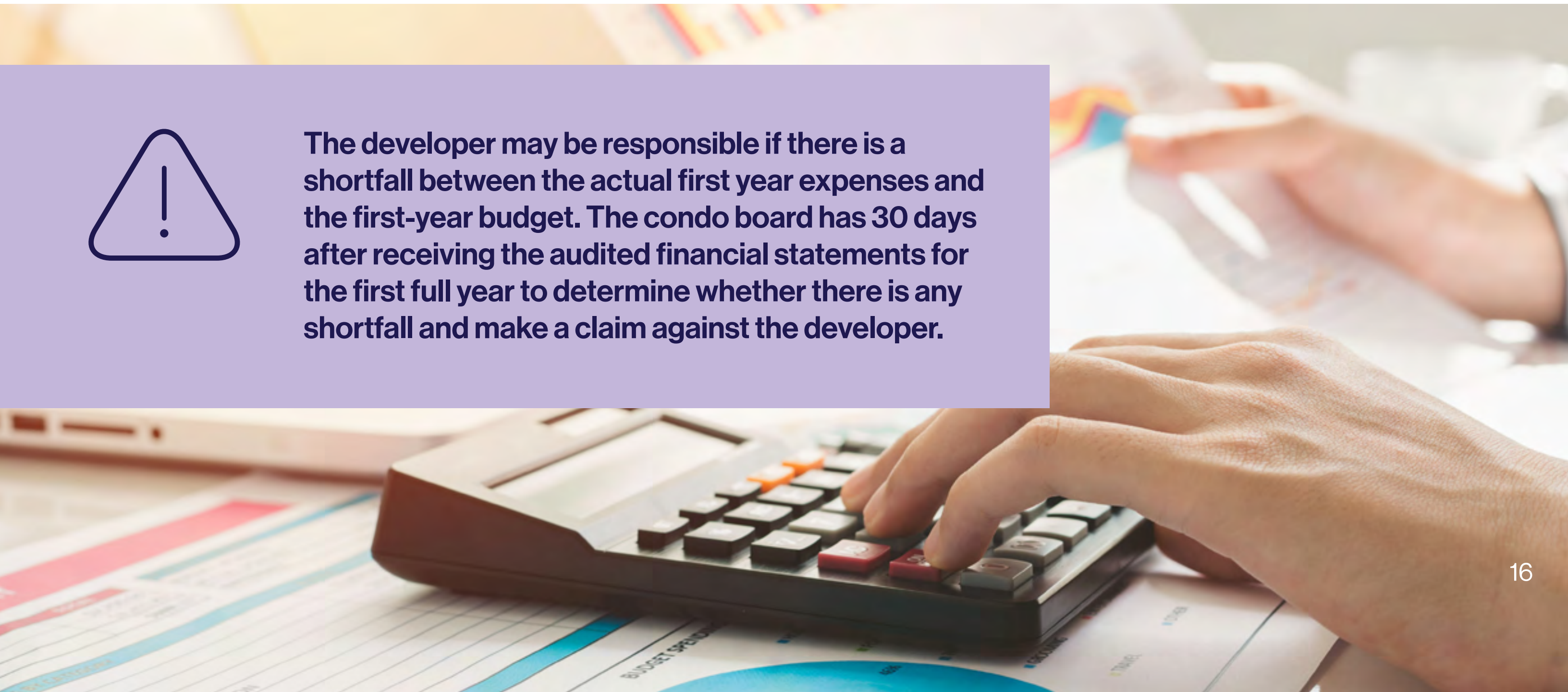
3.7 First-Year Budget

The first-year budget is required to be prepared by the developer and contains information about expenses all owners are required to pay in addition to the cost of buying the unit.

See sections 72 (5), 72 (6) and 75 of the Condo Act for more information about first-year budget requirements.

The developer must prepare the first-year budget and include it in the Disclosure Statement. It must cover the one-year period from the date of registration of the declaration and description and must include:

- The projected expenses for operation of the condo corporation, such as snow removal, landscaping and other maintenance costs of the common areas and amenities
- The particulars of the type, frequency and level of services to be provided
- The projected costs of the performance audit
- The projected monthly common expenses contribution for each unit
- The projected cost of the first reserve fund study
- The costs of preparing the condo corporation's audited financial statements



The developer may be responsible if there is a shortfall between the actual first year expenses and the first-year budget. The condo board has 30 days after receiving the audited financial statements for the first full year to determine whether there is any shortfall and make a claim against the developer.

3.8 Buying a Resale Condo

Individuals can buy an existing condo unit from a current owner rather than a developer, but it is important to consult a lawyer and do research on the unit and the condo corporation before making this decision. Resale condo units are typically sold by real estate agents on behalf of condo owners instead of developers. A useful checklist for resale condo buyers can be found in Appendix B. The checklist will provide important questions that should be considered before and during the buying process.

3.9 Leasing a Condo Unit and Disclosure to Condo Corporation

There are special considerations to keep in mind if a buyer chooses to lease out their condo unit.

Unit owners are responsible for ensuring that tenants abide by the condo corporation's governing documents as outlined in section 119 (2) of the Condo Act.

Certain rights and responsibilities of landlords and tenants who rent residential properties are governed by the Residential Tenancies Act, 2006.

The unit owner must provide the tenant with a copy of the governing documents within 10 days of entering into or renewing a lease. The owner must also notify the condo corporation that the unit is leased and provide the condo corporation with a summary or a copy of the lease within those 10 days.

Owners may also use the Summary of Lease or Renewal form available on the CAO's website and send it to the condo corporation. This form must be used if the owner does not provide the tenant's name, the unit owner's address and a copy of the lease to the condo corporation.

Owners must also be aware of restrictions that the condo corporation's governing documents may have in relation to leasing units. For example, the governing documents may impose minimum terms for unit leases to prevent short-term rentals.

Additionally, buyers and owners are encouraged to speak with a financial professional to understand any tax implications that may come with leasing their condo unit.

4. MOVING INTO A PRE-CONSTRUCTION CONDO UNIT

4.1 Interim Occupancy

Developers will often require that buyers take occupancy of their units before the declaration has been registered and the ownership of the unit transferred to the buyer. Buyers cannot make mortgage payments during this "interim occupancy" period.

Developers will share the interim occupancy start date with the buyer and despite being able to live in the unit during this time, the buyer does not yet legally own the unit. Additionally, the condominium is typically still under construction during this period, meaning that some or all of the amenities may not be ready for use.

During interim occupancy a buyer is not required to pay the balance of the purchase price as the developer is not ready to close the sale. However, buyers will be required to pay the developer an interim occupancy fee for the period between taking occupancy and the closing or unit transfer date, whether they choose to move into the unit or not. Requirements related to interim occupancy fees are set out under section 80 of the Condo Act.

The interim occupancy fee cannot be more than the total of:

- The amount of the monthly interest on the unpaid balance of the purchase price (which is the sale price minus any deposits paid before occupancy)
- The estimated monthly municipal taxes for the unit
- The projected monthly common expenses fees for the unit based on the Disclosure Statement

Interim occupancy fees can be thousands of dollars a month for the entire interim occupancy period which can last for an extended period of time.

See section 80 (4) of the Condo Act and section 19 (1) of Ontario Regulation 48/01 for more on interim occupancy fees and interest.

5. CREATING THE CONDO CORPORATION

5.1 Condo Registration Process

Condo corporations are created when the developer registers the declaration and the description with the Land Registry Office. Registration requirements may vary by the type of condo corporation being registered.

The declaration and description are legal documents that contain mandatory information about the condo corporation and the property. Buyers should carefully review the declaration that the developer provides in the Disclosure Statement. Buyers are encouraged to review the Disclosure Statement with their lawyer.

The declaration contains information such as:

- The percentage of common interest in the common elements allocated to each unit
- The percentage of the common expenses that each unit will pay
- The boundaries of the units
- Which parts of the building will be exclusive-use common elements, such as balconies
- Any restrictions on the sale or lease of the unit or use of the amenities
- The responsibilities of owners and the condo corporation to repair and maintain the units and common elements

Once a condo is registered, an initial return must be filed within 90 days with the CAO. Buyers of resale condos can check out the CAO's Condo Registry to find out important information about their condominium.

The description defines the units, the common elements and the boundaries between them. The description contains information such as:

- The condominium's legal boundaries
- Diagrams showing each unit's shape and dimensions
- Delineation of each unit's boundaries and what is considered the common elements

The Condo Act requires developers to take all reasonable steps to finish construction and register the condo without delay.

5.2 Developer-controlled Board

The developer must appoint at least three individuals to make up the condo corporation's first board of directors within 10 days of registering the condominium. These directors are responsible for carrying out all typical board duties, such as establishing by-laws and rules, until the developer no longer owns a majority of the units in the condo corporation.

Once the developer ceases to own a majority of the units in the corporation, the developer-controlled board is required to call and hold an owners' meeting to elect a new board within 42 days. During this meeting, the developer turns over the condominium documents. This is known as the turn-over meeting.

5.3 Turn-over Meeting

This is the meeting where a new owner-controlled board is elected by the owners, and the developer turns over important documents related to the operations of the condominium.

See section 43 of the Condo Act for more details about the turn-over meeting.

The Condo Act sets out the requirement for the documents to be handed over to the new elected board at the turn-over meeting and then within 30 days after the turn-over meeting. Some of the documents that must be provided at the turn-over meeting include:

- The condo corporation's minute book, containing minutes of meetings from the time of registration to the turn-over date
- The condo corporation's declaration, by-laws, and rules
- Any agreements that have been entered into on the condo corporation's behalf

Additional information that must be turned over by the developer within 30 days of the turn-over meeting include:

- All financial records of the condo corporation relating to the operation of the condo corporation from the date of registration to the turn-over date
- A copy of any reserve fund studies conducted by the turn-over date, except the one conducted within the first year of registration
- A copy of the most recent Disclosure Statement
- All as built or other drawings, operating manuals and warranties for the building structure and systems

The developer must turn over the audited financial statements within 60 days of the turn-over meeting.

Developers may be liable to legal action and fines if they do not comply with the turn-over delivery requirements.

6. TARION AND THE ONTARIO NEW HOME WARRANTIES PLAN ACT

6.1 What is Tarion?

Tarion is an independent not-for-profit consumer protection organization established by the Ontario government to administer the province's new home warranty program. Tarion ensures that buyers of new homes receive the warranty coverage they are entitled to from developers under the Ontario New Home Warranties Plan Act.

The warranty coverage protects buyers both before and after they have taken interim occupancy of the unit. Before taking interim occupancy of the unit, the warranty coverage offered includes deposit protection, unauthorized substitutions , delayed occupancy and closing, which starts once the buyer signs an Agreement of Purchase and Sale. The warranty coverage also protects against construction defects once the buyer takes possession of the unit and enters the interim occupancy period.

Tarion administers this warranty coverage in the form of one-year, two-year, and seven-year warranties, which are available once the buyer has taken interim occupancy of the unit. Buyers of pre-construction units are generally entitled to all three of these warranty coverage periods, which are connected to the unit and are transferable to subsequent owners. The items that are eligible for coverage under the warranty varies according to these time periods. To make a claim, an owner should first verify that the item is covered for the specific time period that has passed since the interim occupancy date. Questions regarding warranty coverage should be directed to Tarion.

Coverage Before Interim Occupancy

- Deposit protection
- Unauthorized substitutions
- Delayed occupancy and closing

Coverage After Interim Occupancy

- Warranty for construction defects
- 1-year, 2-year and 7-year coverage

6.2 The Unit Warranty

All new residential condo units in Ontario must be enrolled by the developer in the Ontario New Home Warranty Program, administered by Tarion.

If a new condo unit is purchased and there are warranted defects in work or materials, buyers should first contact the developer for resolution and may also report the defects to Tarion. If the developer does not resolve the warranty claims, Tarion may provide warranty assistance if the defect is covered by the warranty.

Please review the Tarion Warranty Information Sheet and visit Tarion's website for more information on new home warranty coverage.

6.3 The Common Elements Warranty

Common elements are also eligible for warranty coverage under the Ontario New Home Warranties Plan Act. If there are defects in the common elements, the condo corporation generally will address the issue with the developer rather than any unit owner. A condo corporation must appoint an engineer or architect to conduct a performance audit of the common elements within six to ten months of the registration of the condominium. After the performance audit, the report needs to be submitted to Tarion before the end of the eleventh month following registration. Submitting the report to Tarion will form the basis for review of any identified deficiencies with the common elements. Failure to send this report to Tarion may cause a condo corporation to jeopardize any common element deficiency claim that is submitted.

6.4 Pre-delivery Inspection

The pre-delivery inspection (PDI) of the condo unit takes place before the buyer takes interim occupancy of the unit. The PDI will be conducted with the developer or an agent for the developer and will involve a walkthrough of the unit. This is an opportunity for the developer to explain how to operate the unit's systems, such as ventilation, plumbing and heating. It also allows the buyer to identify and have the developer document any items that are damaged, missing, incomplete or not working properly in the unit during the PDI.

Once the PDI has finished , the developer must then provide the buyer with a copy of the completed PDI form.

The PDI form is a record of the state of the home before a buyer moves in, so it is important to keep a copy in a safe place. The developer then has an opportunity to correct any deficiencies or issues noted in the PDI form. If a damaged or missing item is noticed that was not noted on the PDI form upon possession, it should be documented (e.g., photo) and reported immediately to the developer. This will help establish a record of the condition at the time of possession. Any items that are not corrected by the date the purchaser takes interim occupancy of the unit would need to be listed on the Initial Form submitted to Tarion, which lists any unresolved warranty items identified during the PDI as well as any new items that have arisen since taking occupancy of the unit. More information on these forms and the warranty process can be found on Tarion's website.

7. INTRODUCTION TO CONDO LIVING

7.1 The Unit and the Common Elements

Once the condo corporation has been registered and the title of the property has been transferred to the buyer, they are officially an owner. As an owner in a condo corporation, the individual owns their individual unit and collectively shares with all other unit owners the ownership of the common elements.

Common elements may include parking garages, elevators, lobbies, landscaped areas and much more. These typically include structural elements like the walls between the units, exterior doors, plumbing and electrical wiring that runs between units.

7.2 Exclusive Use Common Elements

Certain common elements may be for the exclusive use of a particular condo unit. These are called exclusive use common elements. Condo owners often think that their balcony, patio or terrace is part of their unit boundary, but legally it may be an exclusive use common element of the corporation.

Every condo corporation is unique in how it distinguishes between units and common elements. Refer to the declaration and description for more details.

7.3 Shared Facilities and Services

A condo corporation may share the use of a facility such as a recreational centre, party room, green space, parking lot, driveway or entrance servicing another condo corporation or other neighbouring landowner. The parties involved usually enter into a shared facilities agreement or mutual use agreement that defines how these facilities or services are to be used, repaired, the cost obligations to each party and other responsibilities.

Every shared facilities agreement is different, and condo buyers are advised to review the terms of any shared facilities agreement that their condo corporation has entered into carefully:

- If buying a pre-construction condominium unit, please review the Disclosure Statement that is provided with the purchase agreement. This should include a summary of all the agreements to be entered into by the developer before the turn-over meeting, including any shared facilities agreements
- If buying a resale condominium unit, it is suggested that a status certificate is requested and reviewed from the desired condo corporation. If the condo corporation is party to a shared facilities agreement, they must provide a copy with the status certificate

8. CONDO CORPORATION GOVERNING DOCUMENTS

Ontario condo corporations have the following governing documents:

1. Declaration

2. By-laws

3. Rules

These governing documents together with the Condo Act outline how the condominium is intended to operate and what owners and residents are allowed to do. The Condo Act and these governing documents must not contradict each other but in the event that they do, the Condo Act will govern, followed by the declaration, the by-laws, and the rules.

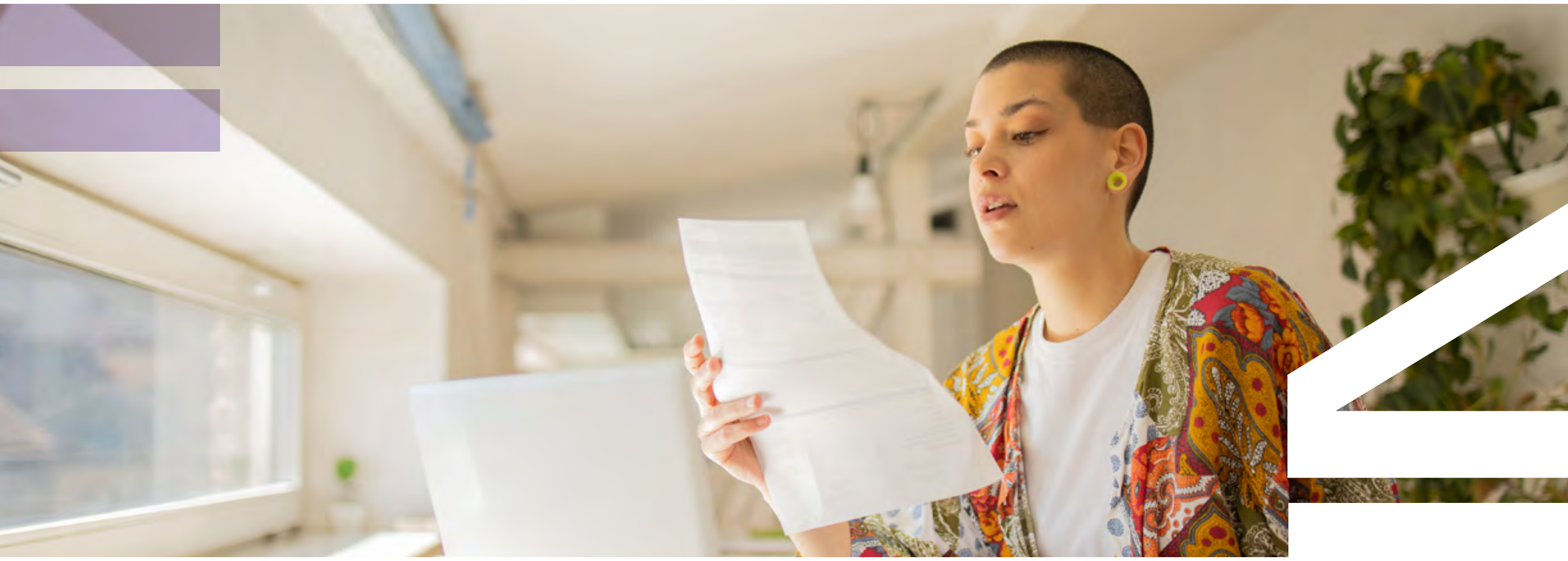
All owners, residents, employees of the condo corporation, guests and others must comply with the governing documents and the Condo Act.

Avoid future issues by reading the governing documents before purchasing a unit, to learn about restrictions and other matters.

The declaration, along with the description, are the two legal documents that are prepared by the developer and registered to create a condo corporation. The declaration includes the following information:

- The proportion and percentage of the common interest allocated to each condo unit
- The percentage of the common expenses that each unit will pay
- The boundaries of the units and common elements
- Which parts of the building are exclusive use common elements, such as balconies
- Any restrictions on the use of units or common elements, including exclusive use common elements
- The division of responsibility between owners and the condo corporation to repair and maintain the units and common elements

To learn more about the declaration visit our website.



By-laws specify how the corporation will be governed and must be registered with the Land Registry Office. These can be considered to be the condo corporation's administrative guide. They generally focus on governance of the property and how the board carries out their duties, including:

- How directors are elected
- Number of directors on the board
- Quorum thresholds
- Board meeting procedures
- Duties of the board of directors
- How common expenses are collected
- When and how the condo corporation can borrow money

To learn more about by-laws visit our website.

Rules address the day-to-day operation of the condominium. These typically define how the units and common elements can be used as well as the standards of behaviour within the community.

Rules can only:

- Promote the safety, security or welfare of the owners and of the property
- Prevent unreasonable interference with the use and enjoyment of units and the common elements or assets, if any, of the condo corporation

Examples may include:

- Restricting smoking, vaping or growing cannabis
- Setting out hours of operation of facilities
- Restricting short-term rentals
- Setting rules for use of a party room or other amenity

To learn more about rules visit our website.

9. CONDO GOVERNANCE

9.1 Owner Participation in Condo Governance

Living in a condo unit means that the owner is part of a community that is governed by a set of governing documents, and a board of directors who make decisions in the best interests of all unit owners.

Condo owners are strongly encouraged to get involved in their community by participating in owners' meetings, reviewing financial statements and reading notices and updates from the board of directors or condo manager.

Attending meetings is one of the ways that owners can participate in the governance of the property. Actively participating allows owners to be engaged and have some influence over the governance of the property.

If an owner would like to be more involved in the decisions of the corporation, such as the annual budget or which contractors or companies are hired, they may wish to run for a director position on the board.

9.2 Board of Directors and Board Responsibilities

The board of directors of a condo corporation is an elected group of individuals who typically volunteer their time and are responsible for managing the affairs of the corporation. They should support a positive, healthy condo community and have a legal duty to ensure that the condo corporation and its assets are properly managed and maintained.

The board's responsibilities include:

- Setting the annual budget
- Tendering, awarding, and deciding on contracts
- Hiring professionals when necessary, such as lawyers and engineers
- Hiring and overseeing condo managers, if applicable
- Sending legally required notices and generally keeping owners informed
- Proposing changes to the governing documents

A condo board is usually made up of owners in the condo corporation but can include non-owners depending on the corporation's by-laws. Directors usually serve three-year terms but their terms may be shorter depending on a condo corporation's by-laws. Directors must seek re-election if they want to continue as a director after their term expires.

9.3 Duties of Directors and Required Disclosure

Condo board directors are responsible under section 37 (1) of the Condo Act for managing the affairs of the corporation and carrying out their duties with a standard of care defined under the Condo Act.

They must:

- Act honestly and in good faith
- Use the same care, effort and skill that a reasonable person would use in comparable circumstances

A condo corporation may also have a by-law about a code of ethics dealing with conflicts of interest, confidentiality and standards of behaviour at board meetings.

Board members must also meet disclosure requirements before and during their term. This includes mandatory disclosure requirements under the Condo Act and any requirements in a condo corporation's by-laws.

See section 29 of the Condo Act and section 11.6 of Ontario Regulation 48/01 for more information on candidate disclosure requirements.

These disclosure requirements only apply to owner-elected boards and do not apply to the first board appointed by the developer.

Find out more about ongoing director disclosure by reading the CAO Guide on Governing Condos.

9.4 Election Process

Except for the first board of directors (developer appointed board), directors are elected by owners at a turn-over meeting, Annual General Meeting, an owner-requisitioned meeting or a meeting called specifically for elections. Exceptions exist for instances where a director can be appointed to the board by existing directors to fill a vacancy until the next election.

9.5 Requirements for Being a Director

Director candidates must be individuals who are:

- At least 18 years old
- Not bankrupt
- Not found incapable by any court
- Not found incapable of managing property under certain legislation
- In compliance with the required disclosure obligations

If a candidate fails to meet any of the mandatory criteria, they cannot be elected as a director.

9.6 Director Training Requirements

All condo board directors must complete CAO mandatory director training within six months of being elected or appointed unless they have completed the training within the previous 7 years.

Directors who do not complete the training within the required time are immediately disqualified from the board and are no longer allowed to participate in any decision-making or governance of the condo corporation.

The CAO's training is available to anyone and provides useful information regarding condo living and condo governance.

> Director training is free on our website.

9.7 Disqualification of a Director

A director is immediately disqualified from the position if they:

- Become bankrupt
- Have been found incapable of managing property under certain legislation
- Have been found incapable by any court
- Have a certificate of lien registered against their unit that is not discharged within 90 days of registration
- Have not completed mandatory director training within the required time
- Have not met the mandatory disclosure obligations

Condo corporations may have additional qualifications and disqualifications for both candidates and directors set out in the corporation's by-laws. Make sure to always check the condo's governing documents.

9.8 Board Meetings, Owners' Meetings and Quorum

Condo corporations hold owners' meetings and board meetings. The Condo Act requires that a minimum number of participants, known as a quorum, be present at either type of meeting for business related to the condo corporation to be conducted and for voting to take place. Without quorum, voting cannot take place, however discussion on relevant business can still occur.

The majority of directors must be present to meet quorum at a board meeting. For most owners' meetings, owners representing at least 25 per cent of the voting units must be present or have provided a proxy for quorum to be met.

For certain owners' meetings, if quorum is not reached in the first two attempts to hold the meeting, the quorum requirement is reduced to 15 per cent on the third and any subsequent attempts to hold the meeting.

These meetings include annual general meetings, turn-over meetings, any meeting to appoint a new auditor, and any meeting to elect directors. However, condo corporation by-laws can require quorum to be 25 per cent regardless of how many attempts were previously made to hold the meeting.

Owners generally cannot attend board meetings but can and should attend owners' meetings personally or through a proxy.

Here are the most typical condo meetings:

Annual General Meetings are where the board reports on the financial health of the condo corporation to owners, conducts elections for any board vacancies and where owners can discuss other relevant corporation business.

Here is a typical AGM agenda:

- Approval of the previous AGM's minutes
- Review of year-end audited financial reports
- Appointment of the corporation's auditor for the next fiscal year
- Board of directors' report on important topics
- Major upcoming repairs or renovations
- By-law or rule changes
- Election of directors

Owner-Requisitioned Meetings are meetings that the board is required to call at the request of owners representing at least 15 per cent of the entitled voting units. All owners can attend.

Some examples of why owners may request these meetings are:

- Voting on a proposed rule change
- Discussing an emerging issue like repairs, security, nuisances
- Removing a board director before the expiration of that director's term

Read more in section 46 of the Condo Act or on the CAO's website

Board Meetings are used by board members to manage the affairs of the condo corporation. Owners are not usually entitled to attend unless invited as a guest. The board must have quorum to conduct any condo related business. Quorum for board meetings is the majority of condo board directors, regardless of any current vacancies on the board. For example, if there are three positions on the board, two board members would need to attend the meeting for quorum to be met.

9.9 Voting by Proxy, Electronically or In Person

Condo owners that do not attend owners' meetings can appoint an individual to attend and potentially vote on their behalf. This individual is called a proxy. Proxies may be used whether the meeting is held in-person, electronically or in a hybrid format.

The proxy does not have to be an owner in the condo corporation. Owners can appoint one proxy per condo unit by completing a proxy form and giving it to the proxy. If there is more than one owner of a unit, the proxy represents all owners of the unit.

Owners should speak to their proxy before the meeting and make sure that they follow their condo's specific processes such as submitting a copy of the completed proxy form to the condo corporation before the meeting.

Instructions are available on the CAO website about how to use a proxy form and how a proxy can vote.

In addition to traditional in-person voting, telephonic or electronic voting can be used for the purposes of conducting a vote at an owners' meeting, unless a condo corporation's by-laws restrict or set out other requirements for using these methods. The board of directors will decide in accordance with the by-laws which methods will be used to conduct the owners' meeting.

If the owners' meeting is conducted using an electronic or telephonic platform, there is a requirement that the meeting must allow for owners or proxies entitled to attend to be able to reasonably participate in the meeting.

To learn more about these requirements, please refer to the CAO Guide to Virtual Owners' Meeting.

9.10 Meeting Notices

A condo corporation must follow notice requirements set out in the Condo Act to make owners aware of upcoming owners' meetings. Condo corporations must send a Preliminary Notice of Meeting to owners at least 20 days before a Notice of Meeting must be sent. The Preliminary Notice states the purpose of the meeting and may invite individuals interested in becoming candidates for director positions to notify the board in writing.

A Notice of Meeting must then be sent to owners in writing at least 15 days before the meeting. It must include the date, time, place and the meeting agenda, among other things. Voting cannot occur on items not disclosed in the Notice of Meeting, except for routine procedural items.

If an owner uses an email address to communicate with the condo corporation for any reason, that email address may be used by the corporation to deliver notices to the owner in the future. If an owner wants to update the email address on file or wishes to stop receiving electronic notices all together, they must notify the condo corporation in writing.

Read more about
meeting notices

9.11 Condo Management Services

Condo corporations may decide to procure condo management services to assist in the day-to-day operations. Condo management services may only be provided by licensed condo managers and management providers under the Condominium Management Services Act, 2015 (CMSA). Condo managers act on behalf of the condo corporation and report to the board of directors.

A condo manager's responsibilities may include:

- Creating and maintaining records for the condo corporation
- Responding to owner complaints
- Coordinating the maintenance and repair of the property
- Hiring and monitoring the performance of contractors or service providers
- Preparing draft annual budgets and monitoring the reserve fund
- Issuing meeting notices
- Organizing board meetings and overseeing administration of owners' meetings

Find out the licensing status of a condo manager or management provider by searching the CMRAO's Public Registry.

10. INFORMATION CERTIFICATES AND RECORDS

Information Certificates help ensure that condo owners receive important updates about the state of the corporation throughout the year. There are three types:

10.1 Periodic Information Certificate (PIC)

- Sent to all owners within 60 days of the end of the first quarter and 60 days of the end of the third quarter of the corporation's fiscal year
- Includes key information about the condo's board, finances, insurance, reserve fund, legal proceedings and other matters

10.2 Information Certificate Update (ICU)

- Sent to owners if there are key changes before the next scheduled PIC (such as changes in the directors or officers of the condo corporation)
- To be distributed within 30 days of the change

10.3 New Owner Information Certificate (NOIC)

- Sent to new owners within 30 days of them providing written notice to the condo corporation stating their name and their condo unit number
- A NOIC covers the most recent PIC and any subsequent ICUs

10.4 Records Requirements and Process to Request or Examine Records

Condo owners can access certain records so they can learn more about how the condo corporation is managed. Condo corporations must keep these records for the time period required under the Condo Act.

If owners want records, they must request records using a Request for Records form. In their request, owners can also specify if they want to examine the records or request copies and whether they would like electronic or paper copies. Condo corporations must respond within 30 days of receiving a request using the Board Response to Request for Records form.

The records that a condo corporation must keep can be found under section 55 (1) of the Condo Act and 13.1(1) of Ontario Regulation 48/01. The amount of time that these records need to be kept for can be found under section 13.1 (2)-(6) of Ontario Regulation 48/01 of the Condo Act.

Read more about records, including the process of requesting them and their different retention periods on the CAO's webpage on Corporate Records.

Owners can request access to the following records:

- The condo corporation's declaration, by-laws and rules
- The financial records of the condo corporation
- The minutes from past owners' meetings and board meetings
- A copy of the returns or notices of change that the condo corporation has filed with the CAO
- All lists, items, records and other documents from the condo corporation's turn-over meeting
- A list of the names, unit numbers, and service addresses of the owners of each unit in the condo corporation
- All reserve fund studies and plans for future funding
- All agreements entered into by the condo corporation or on its behalf
- All instruments appointing a proxy or ballots for a meeting of owners that are submitted at the meeting
- Other records as specified under the condo corporation's by-laws or the Condo Act and its regulations

11. CONDO FINANCES

11.1 Reserve Fund

A reserve fund is an account that condo corporations must have which can only be used for major repairs and replacements of common elements and assets of the corporation. Condo corporations must complete periodic reserve fund studies to determine how much money needs to be in the reserve fund. Studies are completed by reserve fund specialists, such as engineers, who complete the study and recommend an estimated amount needed to pay for future planned major repairs or replacements. After the first reserve fund study, condo corporations must complete a reserve fund study at least every 3 years.

Condo buyers and owners should be aware of the corporation's funding plan for the reserve fund. For a pre-construction condo unit, developers must contribute a specified amount to the reserve fund. The proposed amount can be found in the first-year budget included with the Disclosure Statement.

Read more about reserve funds

If purchasing a resale condo unit, requesting a status certificate will disclose the amount in a condo corporation's reserve fund and any plan for future funding. The Notice of Future Funding of the Reserve Fund is a mandatory form that must be used by the condo board to share information about the proposed plan for future funding.

This notice must be sent to owners within 15 days of the board proposing a funding plan.

This notice will contain information regarding reserve fund contribution amounts including:

- A summary of the most recent reserve fund study that was completed
- A summary of the proposed plan for future funding of the reserve fund
- Statements indicating differences between the plan for future funding and the reserve fund study, if any

When the board's proposed reserve fund contribution amounts differ from the recommended amount by the professional, there will be a statement indicating any reasons for this difference in contributions where the board's plan differs from the recommended amount of funding in the reserve fund.

11.2 Common Expenses

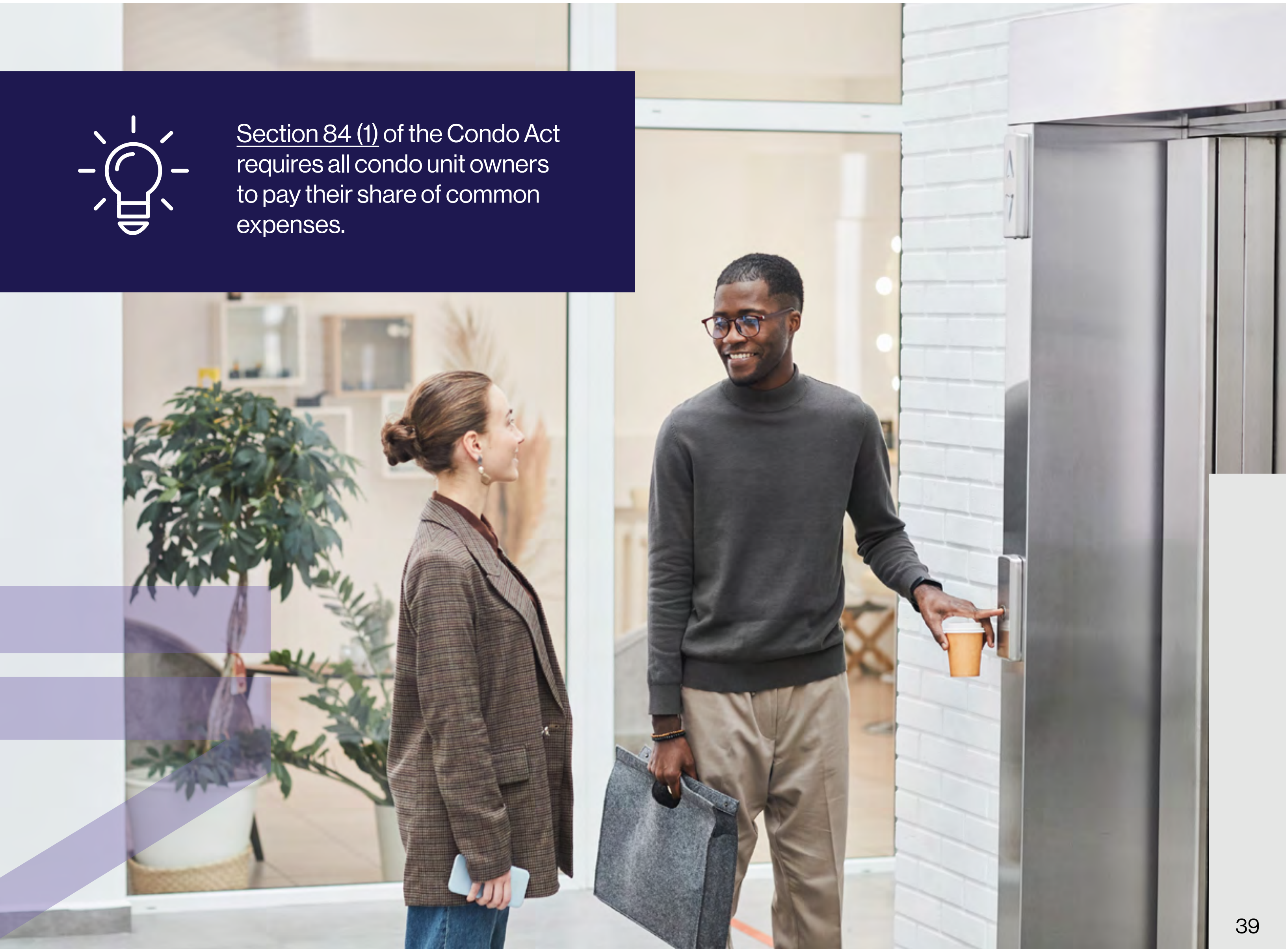
Condo fees (also known as common expenses or maintenance fees) are used for contributions to the reserve fund and operating expenses such as maintaining the common elements. Each owner's share is set out in the condo's declaration.

Owners must pay their share of common expense fees even if they have made a legal claim against the corporation or do not use certain common elements, such as the amenities.

They pay for important goods and services such as:

- Cleaning, garbage, snow removal, landscaping, and security
- Building maintenance (such as elevator repairs)
- Condo management services, legal services
- Insurance
- Where applicable, shared facilities costs

Section 84 (1) of the Condo Act requires all condo unit owners to pay their share of common expenses.



11.3 How are Common Expenses Calculated?

The condo corporation's declaration will state the proportion of the contribution to the common expenses that each unit is required to pay, expressed as a percentage. This percentage may vary (e.g., depending on the size of the unit). Generally, the amount of the contribution can be calculated by multiplying the condo corporation's annual budget by the owner's proportion(s).

Note: To identify their total common expenses payable, an owner may need to include all of their units in their calculation. This can include parking spaces or storage lockers in addition to the residential unit.

Calculation Example:

- Your corporation has a budget of $1,000 per month
- The declaration states that your unit must contribute 5 per cent in fees
- Therefore, each month, you must pay $1000 x 0.05 = **$50**

The condo board's yearly budget sets out the various annual expenses that are to be paid by owners and the amount each owner needs to contribute. The annual budget will typically increase each year as the needs of the condo corporation change, which would also lead to an increase in the common expenses paid by owners.

Section 56 (1) of the Condo Act also permits condo corporations to pass by-laws governing the assessment and collection of condo fees.

11.4 Liens

A lien under the Condo Act is a legal claim registered against a unit that can be used to secure payment of an amount owed by that unit owner to the condominium for common expenses arrears, special assessments, or other permitted charges.

Section 85 and section 86 of the Condo Act apply to liens

A lien arises on the unit if an owner does not pay their common expenses fees (including any increases and special assessments) on time, which is called a default. The lien is for the unpaid amount, plus interest and all reasonable legal costs and expenses incurred by the condo corporation in its attempt to collect the arrears.

The condo corporation has three months from when the default occurred to register a certificate of lien against the unit, otherwise the lien will expire. At least 10 days' notice must be provided to the unit owner before a lien can be registered on title to that owner's unit.

Condominium liens have priority over most other secured and unsecured debt related to the unit, including mortgages. This is subject to some exceptions.

11.5 Special Assessments

A special assessment is an extra fee added to an owner's regular condo fees. Condo corporations typically use this money to cover unexpected costs that were not planned for in the yearly budget like fixing emergency damage from flooding or paying for legal costs.

Under section 84 of the Condo Act, owners are required to pay their unit's share of the common expenses, which may include special assessment fees. The portion of the special assessment is calculated using the same percentage used to calculate an owner's regular contribution to the common expenses.

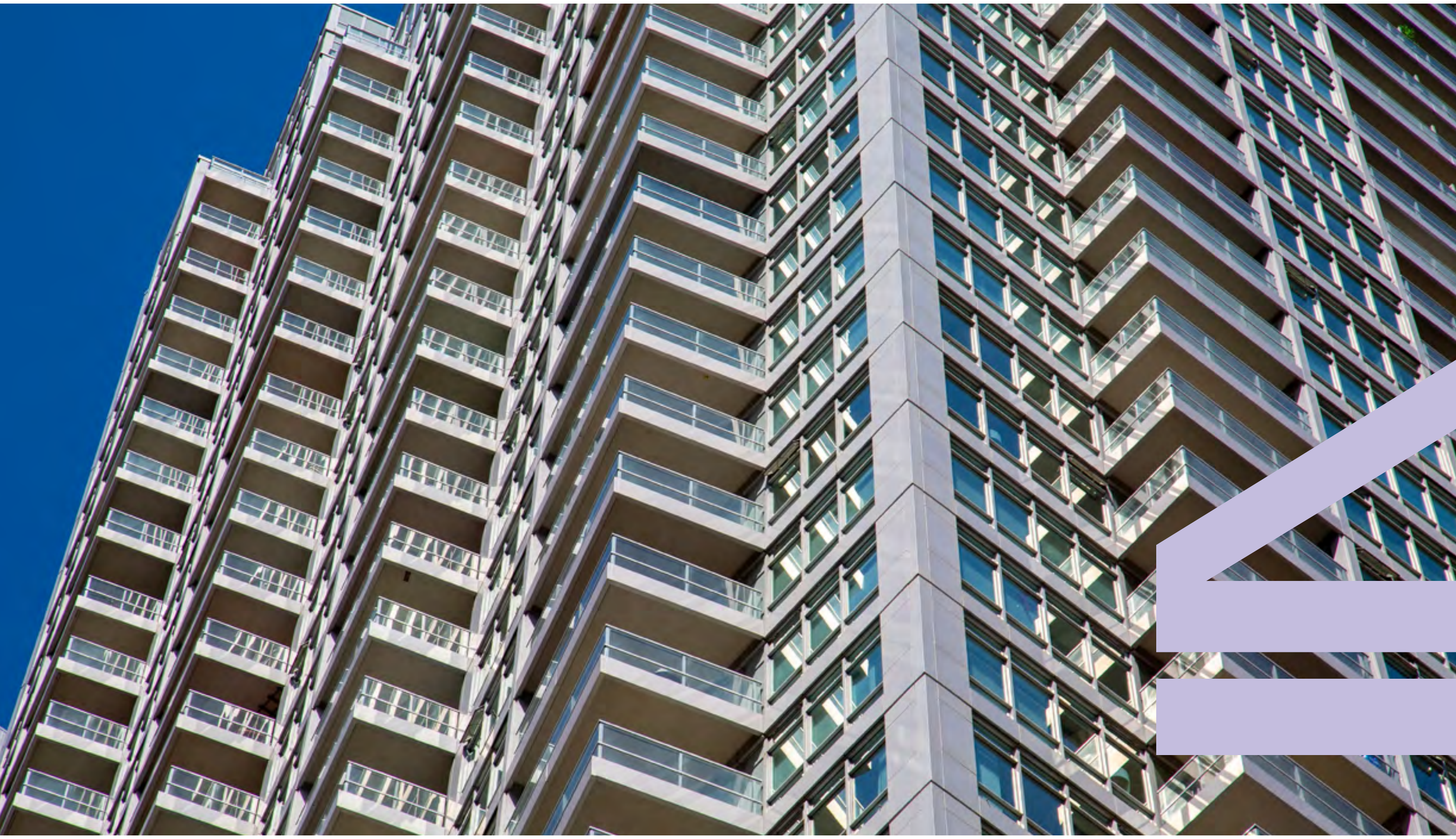
11.6 Chargebacks

A condo corporation's governing documents and the Condo Act may allow or require the corporation to charge back certain costs to an owner if the corporation has incurred costs because of something the owner has done or failed to do. This ensures that other unit owners don't have to pay for costs that an owner is responsible for.

For example, if an owner fails to repair a part of the condo property that is their responsibility, the condo corporation must complete the repair and charge the cost back to the owner by adding it to their condo fees. Condo corporations typically have provisions in their declaration that require owners to repay the condo corporation for certain costs in addition to those allowed by the Condo Act.

If an owner does not pay the chargeback, it would be considered a default in the payment of condo fees, which could result in a lien being placed against the unit.

For more information about chargebacks, see the CAO website.



11.7 Condo Corporation Insurance

Condo corporations are required by the Condo Act, and the governing documents, to secure insurance against:

- Damage to units and common elements caused by fire, smoke, lightning, windstorm, hail or other major perils specified in the Condo Act and the condo corporation's declaration and by-laws. Corporations are only responsible for the components of the units that fall under the standard unit definition, which can be found in either the schedule provided by the developer or the corporation's by-laws
- Liability resulting from being the occupier of the common elements
- Liability from the ownership and use of boilers, machinery, pressure vessels and motor vehicles
- Personal liability for directors and officers of the corporation while carrying out their duties, if it is reasonably available or required by the by-laws

Read more about insurance for condo corporations and owners on our website.

11.8 Condo Owner Insurance

The condo corporation's insurance will not cover damage to units beyond the standard unit definition, so owners are strongly encouraged and may be required by the governing documents to obtain their own insurance. Condo owners should review their governing documents to understand their insurance obligations. Owners will typically have insurance policies for the following:

- **Improvements:** Insurance to cover upgrades or improvements to the unit that are not covered by the standard unit definition
- **Unit Contents:** Insurance to cover any personal property, furniture, electronics, household goods, and clothing in the unit or exclusive use common area
- **Third Party Liability:** Liability insurance in the event that the owner causes damage to other units or if someone gets injured in the owner's unit. This is important to have because the corporation's liability insurance only covers the common elements and does not cover the units
- **Deductible and Loss Assessment:** In the event that the owner is required to pay the condo corporation's deductible or repair damage to the common elements and other units
- **Additional Living Expense:** If the owner needs to be moved from their unit until damage is repaired. (Condo corporations are not required to have this type of coverage)
- **Locker/Parking Space/Storage:** Insurance over lockers, parking spaces, and storage

11.9 Deductibles

Deductibles are payments that insurance policy holders must make before insurance companies release funds to cover claims. Depending on the policy, deductibles can range from a few hundred dollars to tens of thousands. The condo corporation's deductible is considered a common expense which is payable by all owners.

However, an individual owner may sometimes be required to pay for the corporation's deductible, such as if they, their tenants or guests cause damage or are negligent. Make sure to read and understand the corporation's insurance policies and any requirements in the governing documents regarding owners' insurance responsibilities. Owners should speak to an insurance broker to determine whether they should purchase a policy that covers their corporation's deductible as well.

12. REPAIR AND MAINTENANCE OBLIGATIONS

Condo corporations are generally responsible for repairing damage to the common elements and standard unit elements. This obligation to repair does not include any improvements made to units.

Unit owners are generally responsible for maintaining their units including upkeep and repair after normal wear and tear, unless the declaration states otherwise.

Condo corporations are generally responsible for maintaining the common elements such as parking areas, gardens, hallways, elevators, and other amenities, unless the declaration states otherwise.

When it comes to repair and maintenance responsibilities, it is important to review the:

1. **Declaration:** The declaration also clarifies repair and maintenance responsibilities, especially in unclear areas such as plumbing, electrical or areas behind drywall, which should be reviewed with the description to determine whether the area is the unit owner's or the condo corporation's responsibility to repair. It may change the default obligations for maintenance and repair after damage as set out under the Condo Act.

2. **Standard unit definition:** The corporation's by-laws or schedule provided by the developer includes a standard unit definition which details the components of a unit that are the responsibility of the condo corporation to repair and insure. Items that are not included in the standard unit definition are the responsibility of the unit owner.

See sections 89, 90 and 91 of the Condo Act to learn more about division of responsibilities for repairs and maintenance.

Section 91 of the Condo Act allows condo corporations to alter these repair and maintenance obligations in their declaration by stating that:

- Owners are responsible for repairing their units after damage
- Owners are required to maintain the common elements or parts of them
- Owners are responsible for maintaining and repairing their exclusive use common elements after damage
- The corporation is required to maintain the units or any part of them

If questions around responsibility arise, owners should refer to the condo corporation's declaration.

12.1 Making Changes to the Unit

A condo corporation's declaration, by-laws and rules may contain provisions about making modifications to the unit that might require notification to and approval by the board; restrictions on design, decor, or materials; and restrictions on days or times when renovations are permitted. Owners should make sure to review the governing documents before making changes to the unit. If unsure about whether these changes can be made, please speak with the board, condo manager, or a lawyer.

12.2 Changes to Common Elements by Owners

Changes to the common elements (e.g., exterior walls) by owners generally will require board approval. Section 98 of the Condo Act states that an agreement (often referred to as a section 98 agreement) must be entered into between the condo corporation and the owner where an owner wishes to make changes to common elements that the board is willing to permit. This agreement specifies, for example:

- The allocation of cost of the proposed modification between the unit owner and the condo corporation
- The respective duties and responsibilities of the unit owner and condo corporation for repair after damage, maintenance, and insurance of the modification and any associated costs

The board may approve a proposed modification, and there will be no requirement to provide notice to other owners if the modification is to an exclusive use common element, and the board is satisfied that the modification will not:

- Have an adverse effect on units owned by other owners
- Give rise to any expense to the corporation
- Negatively impact the appearance of buildings on the property
- Affect the structural integrity of buildings
- Contravene the declaration or any prescribed requirements

12.3 Electric Vehicle Charging Systems

As electric vehicles are becoming more widely used, Electric Vehicle (EV) Charging Systems have grown to be a more integral part of condo living. In 2018, the province established requirements for installing EV Charging Systems in condo buildings that owners and corporations must follow, which can be found under Ontario Regulation 48/01 of the Condo Act.

EV Charging Systems can be installed by the condo corporation or by individual owners. Unit owners should speak to the board or condo managers before taking any steps to install an EV Charging System or associated wiring. Different steps must be followed depending on which installation approach is taken.

If a buyer or owner has or plans on buying an electric vehicle, they should become familiar with the different installation requirements for having a charger installed. Also, buyers may wish to review the Disclosure Statement for a pre-construction condo unit or ask the board or a legal representative to find out if there is or will be existing infrastructure that can be used. For more information, please refer to the CAO Guide on Electric Vehicle Charging Systems.

12.4 Right of Entry

Condo corporations or their authorized representatives have the right to enter units after providing reasonable notice to owners to perform various duties, including:

- Repairing and maintaining common elements
- Performing routine inspections on equipment such as smoke alarms
- Ensuring compliance with the Condo Act and the condo corporation's declaration, by-laws and rules

The condo corporation also has the right to enter units in case of an emergency, such as a fire or water leak, without notice. If planning to lease the unit, owners should inform any tenants about this right to enter.

13. ISSUES AND DISPUTE RESOLUTION

13.1 Raising an Issue with the Condominium Board

Occasionally issues can arise with condo living and there are steps that can be taken to resolve them. Before raising any issues, it is important to review the governing documents to see what restrictions or permissions are set out and what mechanisms may already exist to resolve issues. The following steps can then be considered:

1. **Writing a Letter to the Board**
   Request formal consideration of a concern in writing if there is a condo-related issue that an owner wishes to raise. Provide as much detail as possible about this issue in the letter or email.

> Visit the CAO's Solving Common Issues page for more information on common issues associated with condo living

2. **Reaching out on a Condo Corporation's Virtual or Social Platform (If Applicable)**
   If a condo corporation has an official virtual or social platform and allows owners to send or post messages, the owner could reach out to the condo corporation through that platform. Owners must ensure their message meets the guidelines of the platform, and no private information is shared publicly.

3. **Raising an Issue at the AGM**
   An AGM provides an opportunity to bring up issues regarding the condo corporation and condo business to the board and other owners. As a unit owner, any topic that is relevant to the business of the condo corporation can be raised when new business is discussed at the AGM. Personal grievances like unit specific billing or single unit repairs should not be raised at an AGM.

4 Requisitioning an Owners' Meeting

If the statutory requirements are met, an owner may requisition, also known as request, an owners' meeting to discuss certain issues such as:

- The removal and replacement of a director before the expiry of that director's term
- A proposed new rule or change or repeal of an existing rule
- The discussion of any emerging issue or board decision that impacts the condo community

> Use our smart form to requisition a meeting

5 Seek Legal Advice

If a particular issue cannot be resolved through any of the above options, an owner may wish to consider seeking legal advice from a lawyer or paralegal familiar with condo law. Names of lawyers or paralegals may be obtained from the Law Society of Ontario Referral Service. They may provide a free consultation of up to 30 minutes. Owners can also visit our Legal Resources webpage for more information.

13.2 Mediation, Arbitration and Compliance Orders

Condo corporations may have provisions in their declaration or by-laws establishing a procedure for resolving certain disputes and compliance. Section 132 of the Condo Act also requires that certain disputes (outside the CAT's jurisdiction) between an owner and the condo corporation must be sent to mediation or arbitration first in an attempt to resolve the dispute.

13.3 Condominium Management Regulatory Authority of Ontario

The CMRAO is a not-for-profit corporation that is responsible for regulating condo managers and condo management provider businesses and for administering the CMSA.

The CMRAO:

- Ensures that condo managers and condo management companies are licensed, meet education standards and comply with a code of ethics, among other requirements
- Maintains a registry of licensed condo managers and condo management providers
- Promotes awareness of the condo management regulatory system and enforces compliance with the CMSA

13.4 Handling Complaints about Condo Managers

If an owner believes that their condo manager or management service provider is in violation of the CMSA, including the Code of Ethics, they can submit a complaint to the CMRAO. If the registrar of the CMRAO receives a complaint about a licensee, they may:

- Attempt to mediate or resolve the complaint
- Give the licensee a written warning
- Require the licensee take further educational courses
- Refer the matter to the discipline committee
- Propose to suspend, revoke or add conditions to a licence
- Propose to refuse to renew a licence
- Take further action as appropriate under the CMSA

13.5 Formal Compliance Mechanisms

1. **Responsibility to Comply with the Condo Act**
   All condo corporations, owners, directors, officers, employees, mortgagees, developers and occupants are required to comply with the Condo Act and the condo corporation's governing documents.

   Condo corporations must ensure that owners, residents (e.g., tenants), agents and employees of a condo corporation comply with the Condo Act and the condo corporation's governing documents.

   It is up to each owner to make sure that any occupants or visitors comply with the Condo Act and the condo corporation's governing documents.

2. **Superior Court of Justice**
   Certain compliance disputes may be resolved through an application to the Superior Court of Justice, including if the mediation and arbitration process has failed to solve the issue. Condo corporations, owners, occupants of a proposed unit, and developers can all make an application for compliance with any part of the Condo Act, declaration, by-laws or rules. More information on this can be found in section 134 of the Condo Act. However, owners are encouraged to consult a lawyer or paralegal if considering any legal action.

3. **Offences Under the Condo Act**
   The CAO is empowered to pursue compliance against condo corporations who fail to meet certain responsibilities under the Condo Act by issuing Registrar's Certificates, Compliance Orders, and pursuing offences under the Provincial Offences Act.

   Under the Condo Act, condo corporations must file returns and notices of change and pay assessment fees to the CAO. Section 136.2 states that it is a provincial offence for a corporation to fail to meet these obligations to the CAO.

   Section 136.1 and section 137 of the Condo Act set out further provincial offences for other provisions of the Condo Act.

   Anyone who is considering commencing a proceeding with the Provincial Offences Court regarding an offence under section 136.1, section 136.2, or section 137 of the Condo Act is encouraged to consult a lawyer or paralegal.

14. THE CONDOMINIUM AUTHORITY OF ONTARIO

The Condominium Authority of Ontario (CAO) is a not-for-profit organization mandated to support condo living and enhance consumer protection for condo communities. It plays a vital role in Ontario's condo ecosystem by providing cost-effective, accessible and digital resources in English and French within the three pillars of our mandate.

INFORMATION

- Helpful condo living tips and tools
- Condo forms and templates
- Condo returns
- Searchable Condo Registry

EDUCATION

- Free mandatory director training on key topics like governance, finance and more
- Best practice guides

DISPUTE RESOLUTION

Integrated online dispute resolution through:

- Guided steps to help resolve common issues early
- Condominium Authority Tribunal

14.1 Role of the CAO

The CAO is dedicated to supporting harmonious condo living and has developed many helpful resources that are available on our website for use by all condo communities across Ontario. This includes numerous additional guides, a Condo Calendar Tool, Condo Forms and guided steps and sample letter templates for common issues.

The CAO is responsible for designing and administering the mandatory director training program for all condo board directors in Ontario. The training is available free of charge, accessible online at all times and can be taken by anyone at their own pace. It contains useful information that everyone should know when buying or living in a condo unit.

The CAO is mandated to provide an online dispute resolution service through the Condominium Authority Tribunal (CAT), which adjudicates certain condo disputes. The CAT is dedicated to helping condo owners and corporations resolve disputes conveniently, quickly and affordably. For more details about the CAT, its jurisdiction and the online process, owners can read more here on our website.

The CAO is also mandated to protect condo consumers and support condo corporations by ensuring that they comply with their legal obligations under the Condo Act. The CAO uses several strategies including proactive advance reminders, escalating notices and legislative measures, such as Registrar's Certificates and Compliance Orders to help condo corporations understand and comply with these obligations. Condo buyers, owners and the general public can find out if a corporation has outstanding compliance issues by searching the CAO's Condo Registry.

In addition, condo buyers, owners and residents can get support by speaking with one of CAO's highly skilled information services team members or by emailing a question using the Contact Us page on the CAO's website. The CAO encourages everyone to continuously visit the website and use the helpful resources to assist you in navigating your condo living journey.

14.2 The Condominium Authority Tribunal

Certain disputes may be resolved through an application to the Condominium Authority Tribunal (CAT). The CAT can hear issues related to certain condo nuisances, governing document issues, records and more. Refer to our tribunal webpage for more information.

The Tribunal's process begins when an applicant files a case through the Tribunal's online system. The CAO's Information and Tribunal Analysts review each case when it is filed to identify any potential issues with the application and will advise the applicant how they can be resolved. Once the Tribunal accepts the case, the other parties must join through the Tribunal's online system. Once they do, it will proceed through the Tribunal's three-stage dispute resolution process:

Stage 1 – Negotiation

The applicant files the case and must pay an initial $25 fee.

Negotiation begins as soon as all of the parties join the case.

Important Note: If a respondent does not join the case, the case may proceed directly to Stage 3 – Adjudication. You should join the case as soon as possible after receiving a notice if you are a respondent or intervenor. An order may be made without your participation if you do not join.

Stage 2 – Mediation

If the parties cannot resolve the issues in Stage 1, the applicant can decide when to move to Stage 2 – Mediation. The applicant pays the $50 fee and a Tribunal Member is assigned to the case as a Mediator.

Stage 3 – Adjudication

If the parties cannot resolve the issues in Stage 2, the Tribunal Mediator can allow the applicant move the case to Stage 3 – Adjudication. The applicant pays the $125 fee and a new Tribunal Member is assigned to conduct the hearing as an Adjudicator.

Review the CAO's Steps to Solve Issues pages here before filing an application with the Tribunal.

APPENDIX A: PRE-CONSTRUCTION CHECKLIST

How to use this Checklist

This checklist provides a series of questions that you as a buyer should ask yourself before and during the purchasing process of a pre-construction condo unit. You should strongly consider the factors below and how your answers to these questions might impact your decision about purchasing a condo unit and if condo living is meant for you. If you need an explanation or more information about what certain documents are, some hyperlinks have been provided to specific areas of this Guide. Alternatively, you can use the table of contents to find the information that you are looking for. To access a printer friendly version of this checklist to inform the purchase process, please visit the CAO's website.

Important Questions to Ask Yourself

Is my developer licensed and do I have a warranty?

Making sure your developer is licensed and knowing about your warranty coverage is an important step that a buyer should consider:

- Anyone building or selling a new home in Ontario is required to hold a licence to do so with the HCRA
- Ensuring that you have warranty protection through Tarion for any deposits and payments (up to $20,000) made to developers. You must receive proof that the funds are in trust from your developer
- Ensuring that your new home is covered under warranties and protections by the developer through Tarion

You can use the Ontario Builder Directory on the HCRA's website to confirm whether the developer is licensed.

Have I considered all the financial implications of purchasing the unit?

In addition to the purchase price, have you considered the additional costs of buying a condo unit?

- Closing costs (lawyer fees, land transfer tax, other administrative fees)
- The condo fees that you will be expected to pay which can be found in the first-year budget included in the Disclosure Statement.

Depending on your specific circumstances (first time home buyer) there may be certain incentives or financial options available to you. It is recommended to consult with a financial advisor, financial institution, or realtor before looking to purchase.

Have I considered all the longer-term costs associated with owning a condo unit?

There are additional costs associated with owning a condo unit that you should be aware of, including:

- Increasing condo fees
- Potential special assessments
- Property taxes
- Interest and mortgage rates

Do I have qualified professionals to help me?

Finding the right lawyer and real estate agent to assist you in buying a condo unit is important. When looking to find these professionals there are some factors to consider as a buyer:

- Make sure that these professionals understand your specific needs and timelines as a buyer
- Before choosing any professional, make sure you do your homework including looking at reviews and making sure they are licensed and are in good standing and have the experience you need for your purchase

Have I reviewed the governing documents (declaration, by-laws, rules)?

All residents in the condo corporation must abide by the governing documents. Make sure to review these carefully before you buy to be sure that you agree with how this corporation regulates itself. For example, you want to ensure the condo allows your pet, if you have one.

Does the condo corporation have the amenities I want?

What amenities currently exist or will be offered by the condo corporation? Remember you must pay all common expenses regardless of whether or not you use the amenities.

Does the location of the condo corporation make sense for me?

Choosing a condo unit that suits your needs is an important aspect of deciding where you want to live. You should consider some of the following:

- How long will it take to commute to work?
- How accessible are stores, healthcare services, and other service providers?
- Which public schools are zoned to the condominium?
- What are or will be the transportation or infrastructure options (sidewalks, highways, public transportation) available?
- How will the daily activities in the neighbourhood impact your lifestyle, including any construction or revitalization projects?
- Where is the unit located in connection to community facilities like a gym or garbage and recycling area? Consider both convenience and potential noise for your lifestyle.

Additionally, location may impact the amount of noise that you experience. Choosing a condo unit in a densely built urban area may lead you to experience much more noise than a condo unit that is in a suburban or rural area.

What kind of condo corporation do I want to live in?

There are various kinds of condo units that are available to purchase, including those that are townhouses and in low-rise buildings. It is important to consider the privacy that is offered by the unit, the communal aspect of living in close proximity and sharing common elements. Buyers should consider what kind of condo corporation is best suited for them.

Do I have adequate insurance coverage?

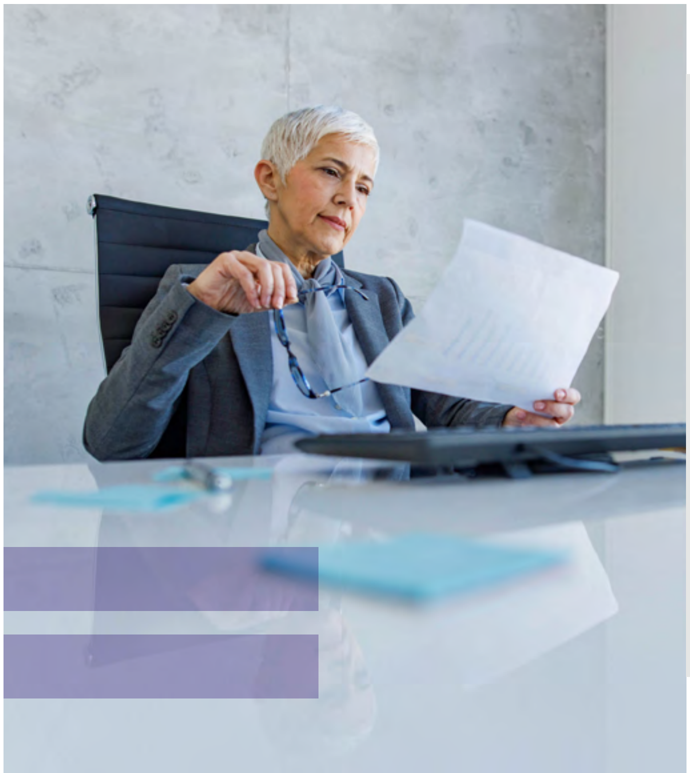
Speak with a licensed insurance agent or broker, explaining the needs that you have, the types of coverage you are interested in, and the cost of carrying these policies. Remember! You can talk to multiple insurance providers or bundle insurance policies together to try to reduce the cost.

Have I reviewed these three important documents in the agreement of purchase and sale?

- Pre-construction agreement of purchase and sale (also known as the purchase agreement)
  - Contains important information about you and your developer's rights and obligations, as well as important information about the unit and construction project
  - The agreement of purchase and sale must be provided with the HCRA Information Sheet, the Addendum to the Agreement of Purchase and Sale and the Tarion Warranty Information Sheet. The Disclosure Statement and CAO Condo Buyers' Guide can be provided separately or included with the other documents.
- Disclosure Statement – Contains information about the condo's governing documents, a summary of agreements the condo has or will enter into, a copy of the corporation's budget, and more
- CAO Condo Buyers' Guide – This Guide must be provided to you as a buyer of a pre-construction condo unit by the developer and your purchase agreement is not binding until you receive the Guide.
- Your 10-day cooling-off period starts when you receive all three of these documents

Have I reviewed any shared facilities agreements?

If your condo corporation is party to any shared facilities agreements, they are important to review because they may impact costs and how you interact with certain spaces in your condo community. These should be referenced in the Disclosure Statement you receive, if applicable.



APPENDIX B: RESALE CONDO CHECKLIST

How to use this Checklist

This checklist provides a series of questions that you as a buyer should ask yourself before and during the purchasing process of a resale condo unit. You should strongly consider the factors below and how your answers to these questions might impact your decision about purchasing a condo unit and if condo living is meant for you. If you need an explanation or more information about what certain documents are, some hyperlinks have been provided to specific areas of this Guide. Alternatively, you can use the table of contents to find the information that you are looking for. To access a printer friendly version of this checklist to inform the purchase process, please visit the CAO's website.

Important Questions to Ask Yourself

Do I have qualified professionals to help me?

Finding the right lawyer and real estate agent to assist you in buying a condo unit is important. When looking to find these professionals there are some factors to consider as a buyer:

- Make sure that these professionals understand your specific needs and timelines as a buyer
- Before choosing any professional, make sure you do your homework including looking at reviews and making sure they are licensed and are in good standing and have the required experience

Have I requested and reviewed a status certificate?

Condo corporations cannot charge more than $100 inclusive of taxes for these and must provide them within 10 days of payment. The status certificate will contain copies of the governing documents, budget for the current fiscal year, a statement on the most recent reserve fund study, information about condo fees, proof of insurance for each current policy, if any special assessments have or will be levied, if the corporation is party to any litigation and more. Status certificates reflect this information as of the day they are issued, so it can be important to make sure the status certificate you review is current.

Have I reviewed the corporation's legal proceedings?

In addition to reviewing the information regarding any outstanding judgements and legal proceedings contained in a status certificate, buyers are also encouraged to use resources such as:

- The CAT's Tribunal Decisions and Orders page
- Canadian Legal Information Institute (CanLII)

These resources can help buyers be more informed about the legal proceedings that a condo corporation has been engaged in. While these will not necessarily disclose all legal proceedings, they can provide insight into the types of disputes occurring in the condo corporation.

Have I considered all the financial implications of purchasing the unit?

In addition to the purchase price, have you considered the additional costs of buying a condo unit?

- Closing costs (lawyer fees, land transfer tax, other administrative fees)
- The condo fees that you will be expected to pay can be found in the status certificate.

Depending on your specific circumstances (e.g., first time buyer) there may be certain incentives or financial options available to you. It is recommended to consult with a financial advisor, financial institution, or realtor before looking to purchase.

Have I considered all the longer-term costs associated with owning a condo unit?

There are additional costs associated with owning a condo unit that you should be aware of, including:

- Increasing condo fees
- Potential special assessments
- Property taxes
- Interest and mortgage rates

Have I reviewed the governing documents (declaration, by-laws and rules)?

All residents in the condo corporation must abide by the declaration, by-laws and rules. Make sure to review these before you buy to be sure that you agree with how this corporation regulates itself. For example, you want to ensure the condo allows your pet, if you have one.

Does the condo corporation have the amenities I want?

What amenities currently exist or will be offered by the condo corporation? Are you planning on using some or all the amenities? Remember your common expenses fees will be used to pay for these spaces, even if you don't use them.

Does the location of the condo corporation make sense for me?

Choosing a condo unit that suits your needs is an important aspect of deciding where you want to live. You should consider some of the following:

- How long will it take to commute to work?
- How accessible are stores, healthcare services, and other service providers?
- Which public schools are zoned to the condominium?
- What are or will be the transportation or infrastructure options (sidewalks, highways, public transportation) available?
- How will the daily activities in the neighbourhood impact your lifestyle, including any construction or revitalization projects?
- Where is the unit located in connection to community facilities like a gym or garbage and recycling area? Consider both convenience and potential noise for your lifestyle.

Additionally, location may impact the amount of noise that you experience. Choosing a condo unit in a densely built urban area may lead you to experience much more noise than a condo unit that is in a sub-urban or rural area.

What kind of condo corporation do I want to live in?

There are various kinds of condo units that are available to purchase, including those that are townhouses and in low-rise buildings. It is important to consider the privacy that is offered by the unit, the communal aspect of living in close proximity and sharing common elements. Buyers should consider what kind of condo corporation is best suited for them.

Do I have adequate insurance coverage?

Speak with a licensed insurance agent or broker, explaining the needs that you have, the types of coverage you are interested in, and the cost of carrying these policies. Remember! You can talk to multiple insurance providers or bundle insurance policies together to try to reduce the cost.

Does the condo corporation have a healthy reserve fund?

Condo corporations are required by law to keep a reserve fund, which they must use only to make major repairs and replacement to the common elements and assets like hallways, elevators, piping. Buyers should understand how the corporation plans to address those repairs and replacements and what the amount of funding in the reserve fund is. Condo owners are ultimately responsible for the corporation's financial and physical health and are advised to review the status certificate for this information.

Have I reviewed any shared facilities agreements?

If your condo corporation is party to any shared facilities agreements, they are important to review because they may impact costs and how you interact with certain spaces in your desired condo community. These should be included in the status certificate you receive, if applicable.

Have I reviewed the repair and maintenance responsibilities?

Repair and maintenance responsibilities vary by condo corporation, as they depend on the Condo Act and the governing documents. The condo corporation is generally responsible for repairs and maintenance to the common elements as well as repairs to standard unit elements. Owners are generally responsible for maintaining their units including upkeep and repair after normal wear and tear.

However, the Condo Act allows condo corporations to alter these responsibilities in the declaration. Review your corporation's governing documents for clarification on the repair and maintenance responsibilities, including unit boundaries and standard unit definition.

Do I still have coverage under the New Home Warranty Plan?

A re-sale condo unit that you purchase may still have warranty coverage. The longest statutory warranty coverage is for seven years, with a maximum coverage of $300,000. To find out if your home is still covered you can visit Tarion's website or contact them by calling (toll free) 1-877-982-7466 or emailing CustomerService@Tarion.com.

GLOSSARY OF KEY TERMS

Addendum to the Agreement of Purchase and Sale: Must be attached to the purchase agreement. Contains the delayed occupancy warranty provided by the developer as well as an official Statement of Critical Dates outlining when the unit will be ready for occupancy along with conditions for extension of Critical Dates and early termination. The Addendum to the Agreement of Purchase and Sale prevails over the purchase agreement and any other attachments if inconsistencies are found.

Agreement of Purchase and Sale (Purchase Agreement): The Agreement of Purchase and Sale contains important information about your rights and obligations as a condo buyer, the builder's rights and obligations as the seller (as applicable), the unit, and the condo construction project.

Annual General Meeting (AGM): Annual owners' meeting where the board of directors presents to the owners on the financial health of the condo corporation and other business.

Board Meetings: Meetings attended by board members to manage the affairs of the condo corporation.

By-laws: By-laws are part of the condo corporation governing documents. By-laws govern how a condo corporation operates. By-laws can cover topics such as the size of your condo board, the process for electing directors, and the format of board meetings. By-laws must be consistent with the declaration and the Condo Act as well as reasonable.

Chargebacks: Charges that are added to the amount of a unit owner's common expense fees. This may happen, for example, due to a condo corporation handling an owner's maintenance obligations or where a condo corporation incurs certain court costs in a legal proceeding against an owner to enforce compliance.

Common Elements: All condo property except the units and assets.

Common Elements Condominium Corporation: A condo corporation that creates common elements but does not divide the land into units. Owners purchase land tied to part of a common element condo corporation in which they also have an ownership interest (such as a shared road, ski hill or golf course) and pay common expense fees.

Common Expenses: The amount of money that an owner contributes in the proportions specified in the declaration, also known as condo fees or maintenance fees. These go towards paying expenses (operating and reserve), including for, among other things, the maintenance and upkeep of the condo corporation's common elements.

Common Terms for "Developer": For ease of reference, this Guide uses the term developer when referring to the legal obligations that declarants, vendors, and builders have during the pre-construction purchasing process.

Condo Corporation: A legal entity that comes into existence when a declaration and description are registered with the Land Registry Office. All units and common elements are part of a condominium corporation, and condominium corporations are governed by boards of directors on behalf of owners.

Condo Manager: An individual licensed by the Condominium Management Regulatory Authority of Ontario who is hired by a condo corporation to oversee a condo corporation's day-to-day operations. Condo managers are accountable to the board of directors of the condo corporation.

Condominium Act, 1998 (Condo Act): Condominium Act, 1998 is provincial legislation that governs aspects of condo ownership, living, governance and operations in Ontario.

Condominium Authority Tribunal (CAT): an online tribunal administered by the Condominium Authority of Ontario that is authorized to resolve certain disputes primarily between condo corporations and owners.

Condominium Management Services Act, 2015 (CMSA): The CMSA provides a framework for regulating condo managers and condo management providers and requires that they be licensed to provide condo management services in Ontario.

Cooling Off Period: 10-day period within which buyers of pre-construction condos have the right to rescind, or cancel, a purchase agreement they have signed, for any reason whatsoever. Begins on the later of the date the buyer received the Disclosure Statement, a copy of CAO Condo Buyers' Guide, and the copy of the Agreement of Purchase and Sale.

Declarant vs. Vendor vs. Builder: Declarants are individuals or business entities that own the land upon which the condo corporation will be constructed. The word vendor appears in the agreement of purchase and sale and is the person or company that will sell the condo unit that is being purchased. A builder will construct the unit and together with the vendor, provide the required warranties associated with the new home. **It is possible that the same individual or entity may be all three or both the vendor and builder**.

Declaration: Governing document that contains important information about the condo corporation, such as the percentage that the unit owner must contribute to the common expenses and a breakdown of the responsibilities for repairing and maintaining the units and common elements.

Delayed Occupancy: When a unit buyer is unable to take possession of the new residential unit by the firm or outside occupancy dates contained in the Addendum to Agreement of Purchase and Sale.

Description: The description defines the units and the common elements and specifies the boundaries between them.

Developer-Controlled Board: A condo corporation board including directors appointed by the declarant (the developer).

Directors: The individuals who are appointed or elected to manage the affairs of the condo corporation. Directors are responsible for making important decisions and serve for terms of up to three years.

Director Training: Training program provided by the Condominium Authority of Ontario. All condo directors appointed, elected, or re-elected on or after November 1, 2017, are required to complete the training program within six months of their appointment, election, or re-election. Directors do not have to take the training if they have completed the program within the previous seven years.

Disclosure Statement: A document that your developer must provide when you purchase your unit from them or someone benefiting them, and which includes important information about your unit and the condo corporation (proposed or registered).

Exclusive Use Common Elements: Common elements that specific unit owners/occupiers have exclusive use of, such as a balcony connected directly to a single unit.

Governing Documents: A condo corporation's declaration, by-laws, and rules. These governing documents together with the Condo Act outline how the condominium is intended to operate and what owners and residents are allowed to do.

Information Certificates: Information Certificates help to ensure that owners receive ongoing information about their condo corporation throughout the year. There are three types: Periodic Information Certificates, Information Certificate Updates, and New Owner Information Certificates.

Information Certificate Update (ICU): Information certificates which include information on certain key changes before the next scheduled Periodic Information Certificate (such as changes in the directors or officers of the condo corporation). These are to be distributed within 30 days of the change.

Interim Occupancy: When a buyer takes occupancy of their unit before the condo corporation has been registered with the Land Registry Office and before ownership is transferred to the buyer. The duration of the interim occupancy is called the interim occupancy period, and during that period the buyer is required to pay occupancy fees. The buyer can move into the unit during this period but is not required to.

Interim Occupancy Fee: The amount that a buyer is required to pay the developer during the interim occupancy period.

New Owner Information Certificate (NOIC): Information certificates which are sent to new owners within 30 days after the new owner provides written notice stating their name and the unit that they own in the condo corporation.

Notices: Notices are documents containing information that an individual is entitled to receive as a unit owner. Notices will be delivered to you in either hardcopy or digitally.

Owners' Meetings: Meetings which all owners are invited to. Includes annual general meetings, owner-requisitioned meetings, turn-over meetings, and meetings called by the board regarding the transaction of any condo business.

Owner-Requisitioned Meetings: Meetings requested by the owners to discuss/vote on a specific topic, such as the removal of a director or voting on a rule proposed by the board of directors.

Parcel of Tied Land (POTL): Property that is tied to a shared property interest in a common elements condo corporation. Purchasing a POTL means you are buying a share in a common elements condo.

Periodic Information Certificate (PIC): Information certificates which focus on the condo corporation's board, finances, insurance, reserve fund, legal proceedings, and other matters.

Phased Condominium Corporation: A condominium that is built and registered in phases. Once the construction is complete, it becomes a standard condominium.

Proxy: If an owner cannot attend an owners' meeting, they can appoint anyone to attend and act on their behalf at the meeting. This individual is known as a proxy and can attend and potentially vote at the meeting based on the instructions provided by the owner or other proxy giver.

Proxy Form: A legally required form that allows an individual known as a proxy to be appointed to attend a meeting on behalf of an owner or other proxy giver who cannot attend. The required proxy form can be found on the CAO's website.

Quorum (Board Meetings): The law requires that a majority of directors be present at a board meeting, regardless of any vacancy on the board. Without quorum, the board of directors cannot meet to conduct business of the condo corporation.

Quorum (Owners' Meetings): The law requires that a minimum number of owners be present at an owners' meeting either in person, by proxy, or electronically or telephonically. Without quorum, voting cannot take place, however discussion on relevant business is still permitted.

Records: The Condo Act requires all condo corporations keep adequate records. Current owners, purchasers and mortgagees are entitled to request access to, or copies of, their condominium corporation's records with some restrictions.

Reserve Fund: A fund condo corporations save and use to handle the larger financial burdens, for major repair or replacements of common elements and assets as needed.

Reserve Fund Study: Determines how much money needs to be in the reserve fund to ensure the major repairs/replacements can be paid for in the future. The reserve fund study must be prepared by a specialist, like an engineer. The board of directors approves the study, then informs owners of the results of the study.

Rules: Rules are part of the condo corporation's governing documents. Rules exist for the protection of those living in the condo corporation as well as the protection of the assets of the condo corporation itself, and to prevent unreasonable interference with the use and enjoyment of the units, common elements, and assets of the condo corporation. Rules must be consistent with the Condo Act and the declaration and by-laws of the condo corporation as well as be reasonable.

Special Assessment: An extra one-time charge added on top of an owner's common expense fees.

Standard Condominium Corporation: The most common type of condo corporation in Ontario, where the condo corporation is made up of units and common elements.

Statement of Critical Dates: The Statement of Critical Dates can be found in the Addendum to Agreement of Purchase and Sale. The Statement contains the dates you can expect to take occupancy of your unit, as well as other important information.

Status Certificate: A document that anyone can request from a condo corporation and which contains important information about the unit and condo corporation.

Tarion Warranty Information Sheet: Must be attached to the purchase agreement. Outlines key information about the warranty buyers are entitled to if the unit has defects. It also includes information about Tarion, deposit protection, delayed occupancy coverage, warranty exclusions, construction performance guidelines, common elements warranties and pre-delivery inspections of the unit.

Turn-Over Date: This is the date when the turn-over meeting will be held by the developer-controlled board and important documents will begin to be transferred to the newly elected board of directors.

Turn-Over Meeting: The meeting held by the developer-controlled board within 42 days of the developer ceasing to own a majority of the units. At this meeting, the owners will elect a new board and the developer-controlled board will turn over several items to the new owner- elected board.

Unit: A condo unit is the property owned by one or more owners. There are different types of units including residential, commercial, storage, parking spaces and others. The specific details and boundaries of a condo corporation's units can be found in a corporation's declaration and description.

Vacant Land Condominium Corporation: A type of condo corporation in which the units may be vacant lots at the time of purchase, and the condo corporation may resemble a subdivision. Common elements are often things such as roadways, sewer systems, and amenities such as parks or recreation facilities.

CAO Contact

Message us through our website or call Monday-Friday 9:00 a.m. - 5:00 p.m.

CAO Local – 416-901-9356
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TTY (telephone device for the hearing impaired)

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