

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N :

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Respondent

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

**MOTION RECORD OF THE RECEIVER
(Volume 2 of 3)**

October 20, 2021

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Counsel to KSV Restructuring Inc., solely in its
capacity as Court-appointed Receiver and not in
its personal capacity

TO: THE SERVICE LIST

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AGREEMENT OF PURCHASE AND SALE

1. PARTIES, REAL PROPERTY AND PRICE



In this Agreement, the following terms have the following meanings:

- (a) "Vendor" means SUNRISE ACQUISITIONS (HWY 7) INC.
- (b) "Purchaser" means Purchaser 1: Safana Kodwavi (D.O.B.) 1989/10/18
- (c) Purchaser 2: _____ (D.O.B.) _____
(Address) 72 Grand Vellore, Woodbridge, ON, L4H 0N8
(Home No.) 416-827-7099 (Business No.) _____ (Fax No.) _____
(Email Address) safanakodwavi1@gmail.com
- (d) "Real Property" means the Land and the Dwelling.
- (e) "Land" means Lot 47 on a draft plan of subdivision, Town of Markham, as shown on Schedule "B" attached hereto.
- (f) "Dwelling" or "House" are used interchangeably and means the townhouse to be constructed on the Land pursuant to this Agreement.
Model & Elevation: RT-3, U22.
- (g) "Purchase Price" means Nine Hundred and Fifty Thousand Dollars
(\$ 950,000.00)
- (g) "Deposit": Five Hundred Thousand Dollars (\$ 500,000.00)
("Initial Deposit") paid to the Vendor forthwith, pending completion or other termination of this Agreement to be credited against the Purchase Price on Closing, plus such further deposits as are set out below:

<u>No.</u>	<u>Deposit Amount</u>	<u>Due Date</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The Purchaser shall deliver to the Vendor at the time of executing this Agreement post-dated cheques for the further deposit amount referred to above along with the cheque for the Initial Deposit.

- (h) "Closing Date" or "Closing" means March 29, 2019, being the date set forth as the First Tentative Closing Date on the Statement of Critical Dates included as part of the Addendum to Agreement of Purchase and Sale – Delayed Closing Warranty, which is attached hereto and incorporated herein as Schedule "D", as such date may be extended and/or advanced pursuant to the terms of this Agreement and said Addendum.
- (i) "Developer" means any predecessor or present registered owner on title to the Land who has entered obligations for subdivision and/or servicing of the Land.
- (j) "Municipality" means any municipal corporation or other government authority, whether local, regional, or provincial having jurisdiction over the Real Property.
- (k) "Agent" means _____ Corporation.

INITIAL (Purchaser)  (Vendor)  1

2. OFFER

The Purchaser hereby offers to purchase the Real Property from the Vendor on the terms and conditions contained in this Agreement for the Purchase Price payable as follows:

- (a) By payment of the Deposit to the Vendor; and
- (b) By payment of the balance of the Purchase Price to the Vendor on Closing, subject to the adjustments set out in Section 7 hereof and in this Agreement.

3. PLANNING STATUS

The Land is currently within a draft plan of subdivision for which draft approval has been issued.

4. CONDITIONS

The Purchaser hereby acknowledges and agrees that the completion of this Agreement is conditional upon the following:

- (a) Compliance with the provisions of the Planning Act (Ontario), as amended or restated from time to time, on or before the Closing Date;
- (b) Approval of the subdivision agreement and site plan by the Municipality;
- (c) Vendor being satisfied, in its sole and absolute discretion, that the Purchaser has the financial resources to complete the transaction, as further set out in Schedule "C" attached hereto; and
- (d) The Early Termination Conditions if any, set out separately and attached to the Tarion Addendum attached hereto as Schedule "D".

5. ONTARIO NEW HOME WARRANTIES PROGRAM

The Ontario New Home Warranties Plan registration number for the Vendor is 40310 and the enrolment number for the Dwelling is _____, (if available).

6. BUILDER

For further information about this Agreement, the Vendor may be contacted at telephone no. (905) 597-3333, fax no. (905) 597-3334.

7. ADJUSTMENTS

The Purchase Price shall be increased or adjusted as of Closing by the following:

- (a) the enrolment fee required pursuant to the Tarion Warranty Program and costs or fees paid or payable by the Vendor with respect to the issuance of any security to or with the Program or any excess deposit insurance the Vendor may elect to obtain;
- (b) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. The Purchaser is advised that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor and shall be the responsibility of the Purchaser. In addition, the Purchaser shall lodge with the Vendor a deposit of \$2,000.00, to be held by the Vendor as security for compliance by the Purchaser of its obligations to pay realty taxes after Closing. The said security deposit, if not utilized by the Vendor, shall be returned to the Purchaser within six (6) months after the Land has been assessed and entered on the collector's roll according to the registered plan of subdivision;
- (c) all additional or increased charges and levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authorities at the time the Vendor is required to pay same in excess of the charges and levies imposed or assessed by such governmental authorities relating to the development of the Land as of the date of this Agreement;
- (d) an amount equal to the unused portion of any insurance premium relating to the Real Property where the policy has been arranged by the Vendor and is to be assumed by the Purchaser;

INITIAL (Purchaser) *sl* _____ (Vendor) *sl* 2

- (e) any prepaid expenses such as gas, hydro, water or other utilities;
- (f) any charges for the connection or energization of gas, hydro, water or other utilities;
- (g) any charges relating to the installation of meters used to measure the consumption rate of gas, hydro, water or other utilities;
- (h) any extras ordered by the Purchaser (and not yet paid);
- (i) in the event that the Purchaser arranges mortgage financing with the financial institution recommended by the Vendor (the "Lender"), all legal fees and disbursements charged by the Lender's solicitor relating to such mortgage loan transaction;
- (j) interest adjustment on any Vendor-take-back financing, if any;
- (k) any other usual adjustments;
- (l) an adjustment in favour of the Vendor for that portion of the HST to be paid by the Purchaser pursuant to this Agreement, if any;
- (m) a \$250.00 administration fee shall be charged to the Purchaser for any cheque which is returned "N.S.F." or on which a "stop-payment" has been ordered;
- (n) the charge imposed by the Law Society of Upper Canada upon the Vendor or its solicitor with respect to this transaction;
- (o) driveway paving charge in the amount of \$2,185.00 for a two car garage driveway and \$1,645.00 for a one car garage driveway, plus HST thereon;
- (p) \$1,995.00 with respect to landscaping, which does not include any charge for the cost of any street tree (which may be required to be planted by the Vendor and/or the Developer in accordance with the subdivision agreement or requirements of the Municipality); and
- (q) The cost of supplying recycling contained to the Purchaser as required by the Subdivision Agreement.

The Closing Date itself shall be apportioned to the Purchaser. The parties agree to readjust any of the items referred to above, if necessary, after Closing. If there are chattels involved in this transaction, the allocation of value to such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected by the Vendor from the Purchaser and remitted by the Vendor to the appropriate taxing authority.

8. CONSTRUCTION

The Purchaser acknowledges and agrees that the Vendor may from time to time, in its discretion or as required by any governmental authority or the Developer, change, vary or modify the plans, colours, materials, equipment and specifications pertaining to the Dwelling (including architectural, structural, landscaping, grading, mechanical or other plans) from the plans and specifications existing at the time the Purchaser entered into this Agreement or as same may be illustrated in any sales brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to make any necessary changes to the plans and to substitute materials or equipment for those described in this Agreement or in the plans or specifications, provided the substituted materials or equipment are of equal or better quality, or if substituted materials or equipment (whether sold by sample or otherwise) is of lesser quality, the Vendor will reimburse the Purchaser for the difference in cost between the substituted material or equipment, and the material or equipment described in this Agreement. The Purchaser hereby consents to any such changes, modifications and/or substitutions and agrees to complete the transaction of purchase and sale notwithstanding same. All work will be performed in a workmanlike manner and in compliance with the Ontario Building Code.

Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees as follows:

- (a) The Vendor shall have the right to construct the reverse mirror image of the Dwelling, including reversal of the garage siting and reversal of the interior floor plan layout, without notice to the Purchaser and without compensation or abatement to the Purchase Price.

INITIAL (Purchaser) *SL* (Vendor) *AL* 3

- (b) As of the date of this Agreement, the final site plan relating to the Land showing the actual siting of the Dwelling on the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling on the Land in a location or angle different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (c) The Purchaser hereby acknowledges that, as of the date of this Agreement, final grading plans relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (d) In the event that this Agreement calls for the construction of a walkout basement and such is not possible pursuant to final approved grading, engineering and/or site plans, the Purchaser shall accept a credit to the Purchase Price in lieu thereof. If this Agreement does not call for a walkout basement and such is required by the Municipality pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the credit to the Purchase Price or the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.
- (e) In the event that the Dwelling is constructed at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement necessitating a step or series of steps to the front door, side door, rear door or any other door of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without notice, without any right of abatement to the Purchase Price and in full satisfaction of the Vendor's obligations with respect to the construction of the Dwelling.
- (f) The Purchaser acknowledges that the dimensions of the Real Property as shown in any brochures or other materials are approximate only and the dimensions of the dwelling are also approximate. In the event that the frontage, depth or area of the Real Property is varied by up to and including 5% from the specifications set out in this Agreement, the Purchaser acknowledges and agrees to accept all such variations without notice and without a claim for compensation or abatement to the Purchase Price.
- (g) As of the date of this Agreement, the final grading plan relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the grading of the Land may require the use of retaining walls on the Land or on adjoining properties. The Purchaser acknowledges and agrees that the Vendor shall have the right to construct such retaining walls without notice to the Purchaser and without compensation or abatement to the Purchase Price. In addition, the Purchaser acknowledges and agrees that the Vendor may construct any fences and/or berms on or near the Lands, as may be required.
- (h) The Purchaser acknowledges that the subdivision agreement between the Developer and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, notice regarding land usage, maintenance of municipal fencing, school transportation, postal delivery to a community mail box, public transit and transit stops, noise level and noise level from adjacent roadways. Without limiting the generality of the foregoing, the Purchaser acknowledges that a YRT/Viva standing area/shelter pad will be constructed adjacent to the Land on the north side of Highway 7. Purchaser further acknowledges that despite the inclusion of noise attenuation features within the development area and within the individual Dwellings, noise levels will continue to increase, occasionally interfering with some activities of the occupants of the Dwelling. The Purchaser agrees to be bound by the content of any such notice and covenants to execute forthwith upon request an acknowledgement containing the notices if and when required to do so by the Vendor, the Municipality and/or the Developer. The Purchaser further acknowledges being advised that title to the Land may require maintenance, easements and/or encroachments/easements. The Purchaser further covenants and agrees to obtain a similar covenant in favour of the Vendor and developer from any person purchasing from the Purchaser and shall cause such covenant to run with the Land.

INITIAL (Purchaser)  _____ (Vendor)  _____

The Purchaser shall not have the right to enter the Real Property prior to Closing unless accompanied by a representative of the Vendor.

The Purchase Price shall include those items listed on Schedule "A". The Purchaser acknowledges that the furnishings, decor, finishes, equipment, fixtures, improvements and samples which may be displayed in any model suite or any sales office or in any brochures are for display purposes only and are not included in the Purchase Price unless specified in Schedule "A". The Purchaser acknowledges that the appliances for the Dwelling are not included in the Purchase Price unless specified in Schedule "A". The Purchaser hereby agrees to make any selection of any finishing items from the Vendor's available samples within seven (7) days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in a delay in the construction of the Dwelling or any other unit in this project, then on seven (7) days notice from the Vendor the Purchaser shall re-attend at the Vendor's office and make a selection from the Vendor's available substitute finishing items. If the Purchaser fails to make selections following notice for the Vendor, then the Vendor shall be entitled to select such finishing items and the Purchaser hereby agrees that such selections made by the Vendor shall be binding on the Purchaser. The Purchaser acknowledges that variations from the Vendor's samples may occur in kitchen cabinets, vanity cabinets, floor finishes, wall finishes and other finishing materials as a result of normal production processes. The Purchaser acknowledges and agrees that where adjoining rooms are finished in different materials there may be a difference in elevation between the rooms and the Vendor may, at its discretion, install a threshold as a method of finishing the connection between the adjoining rooms.

The Purchaser acknowledges and agrees that the hot water heater tank may be rented. In such event, the hot water heater tank shall remain the property of the applicable utility company and shall not be or become a fixture and/or part of the Dwelling. Further, in such event, the Purchaser agrees to execute a rental contract as may be required by the applicable utility company with respect to the hot water heater and tank.

The Purchaser acknowledges and agrees that the Purchaser shall pay for all extras in full at the time of selection unless the Vendor otherwise agrees in writing. The Purchaser acknowledges that such payment shall not be refunded if this transaction is not completed as a result of a breach of contract by the Purchaser. If any extra is omitted, then the Purchaser shall be credited with the amount that the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

The Purchaser acknowledges and agrees that if due to grading or other requirements, as determined by the Vendor, at its sole discretion, the Vendor determines, at its sole discretion, that it cannot or will not to build a side door and/or door to the garage, the Vendor need not build such door(s) and the Purchaser covenants and agrees to accept the Dwelling without such door(s), at reduction in the Purchase Price.

9. (a) COMPLETION

For the purposes of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling may be occupied, notwithstanding that there remains interior or exterior work to be completed including, but not limited to, painting, driveway paving, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work. If required, the Purchaser shall be responsible to obtain confirmation of allowable occupancy and, if available a copy of any occupancy certificate from the Municipality, and otherwise as may be required as set out in Schedule "D".

(b) COMPLETION INSPECTION

The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor prior to Closing, during normal working hours, to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of this Agreement. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranty Program. This Certificate when executed by the Vendor and Purchaser, together with the warranty itself under the Ontario New Home Warranty Program, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling and the Vendor's only warranty with respect to the Real Property. Such work will be performed as soon as is reasonably possible, as determined by the Vendor.

10. EXTENSION AND ADVANCEMENT OF THE CLOSING DATE

This transaction of purchase and sale shall be completed on the Closing Date or any earlier or later date as may be permitted under this Agreement and as set out on Schedule "D", at which time vacant possession of the Dwelling will be given to the Purchaser.

INITIAL (Purchaser)  _____ (Vendor)  _____

11. TITLE

On the Closing Date, the parties hereby acknowledge and agree that title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision servicing agreement, site plan agreement, housekeeping agreement, financial and/or security agreement, or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), encroachments from or on adjoining lands (including, without limitation, eaves, roofs, attachments to roofs), easements, licenses and rights required by the Vendor, Developer, adjoining landowners, Municipality or other authorities, including utilities, catch basins, transformers, poles, fences, hydrants and berms, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted, or provided the Real Property is an insurable title. The Purchaser shall satisfy himself or herself as to compliance with such matters. Title may also be subject to easements for maintenance or encroachments required for adjoining properties. If any of the foregoing easements, restrictions or rights are required to be created after Closing, the Purchaser shall execute any documents needed. The Purchaser further acknowledges and agrees that title shall also be subject to the rights of re-entry referred to in paragraphs 15, 28 and 29 and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser, and/or the Purchaser shall execute and provide the Vendor with any documents and/or agreements required by the Vendor.

The Purchaser shall be allowed until 30 days before the Closing Date to examine title to the Real Property at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be terminated and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Vendor shall provide the Purchaser with its standard undertaking and statutory declaration, and need not sign nor provide any other documents, nor need the Vendor's solicitor reply to any requisition from the Purchaser's solicitor that is otherwise addressed in this Agreement, the Vendor's documents or is otherwise not applicable.

The Vendor shall provide a survey of the Real Property on or before Closing.

The Purchaser acknowledges that the Vendor may have agreed to acquire registered title to the Real Property from the Developer on terms set forth in a separate agreement. The Purchaser agrees to accept a transfer of the Real Property as directed by the Vendor and the Purchaser agrees to provide and execute and deliver on Closing, whatever indemnities, releases, assurances and other documentation that may be required by the Vendor in order to transfer title as aforesaid.

12. PRIOR MORTGAGES

Title to the Land may be encumbered by mortgages or other loan security (whether to a bank, non-institutional lender, "private" lender or any other party) not to be assumed by the Purchaser on Closing. The Purchaser agrees to complete the transaction notwithstanding any such mortgage or other security and to accept the Vendor's undertaking to obtain and register complete or partial discharges of such mortgages as soon as reasonably possible after Closing, as determined by the Vendor in accordance with its building and sales program.

Notwithstanding anything herein contained and notwithstanding the provisions of the *Land Titles Act* of Ontario, and any amendments thereto or any successor legislation, where any mortgages, charges or debentures are registered on title and where discharges, cessations, partial discharges or partial cessations thereof are tendered for registration in the appropriate Land Titles Office, such mortgages, charges, or debenture shall be deemed to be discharged for all purposes once the discharges, cessations, partial discharges or partial cessations have been accepted for registration, notwithstanding that the Parcel Register has not been signed to reflect such registration and notwithstanding any statutory terms to the contrary as contained in the *Land Titles Act* of Ontario, as amended, and any successor legislation.

13. RISK

The Dwelling shall remain at the Vendor's risk until Closing.

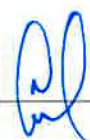
14. TRANSFER AND CLOSING

The transfer/deed of land shall be prepared by the Vendor's solicitors and shall be registered on Closing by the Purchaser, at the Purchaser's expense. The Purchaser agrees to advise the Vendor's solicitors, at least 30 days prior to the Closing Date, (or such earlier time if so required by the Vendor) as to how the Purchaser will take title to the Real Property and of the birth dates of all parties taking title to the Real Property, failing which the Vendor may insert the Purchaser(s) name(s) set out herein.

INITIAL (Purchaser)



(Vendor)



The Purchaser agrees that keys may be released to the Purchaser at the construction site upon completion of this transaction or at the Registry Office, at the Vendor's option. The Purchaser agrees that the Vendor's solicitor's advice that keys are available for release to the Purchaser shall constitute a valid tender of keys on the Purchaser.

If the transaction is completed by electronic registration the Vendor's solicitor shall not be required to release the Transfer until it is in receipt of all closing certified funds. In addition, the Purchaser shall be required to reimburse the Vendor or the Vendor's solicitor directly, the amount of \$250.00, plus HST thereon, with respect to the Vendor's solicitor's fee pertaining to such electronic registration procedure.

15. AFTER CLOSING

The Ontario New Home Warranty shall constitute the Vendor's only warranty, express or implied, in respect of any aspect of construction of the Dwelling and shall be the full extent of the Vendor's liability for defects in materials, workmanship or damage, loss or injury of any sort.

The Purchaser agrees not to alter the grading or drainage pattern of the Land in any way and shall not construct any fences, pools, patios, sheds, decks or similar structures prior to final grading approval by the Municipality, without the Vendor's consent. Some settlement of the Land and/or Dwelling is to be expected and the Purchaser shall repair minor settlement at its own expense.

The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of damage to basement improvements and for chattels stored in basement resulting from any water seepage through the foundation walls or rupture, back-up, leakage or other malfunction or defect of the plumbing, storm or sanitary sewer or drainage systems.

The Vendor reserves the right of re-entry for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement or otherwise. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work.

The Purchaser acknowledges and agrees that the provisions of this section and all of the Purchaser's representations, covenants and obligation in the Agreement shall not merge and shall survive the closing of this transaction. The Purchaser agrees to sign all documentation required by the Vendor and deliver same on closing in order to give effect to the foregoing.

16. LIMITATION

The rights, remedies and recourses of the Purchaser in connection with this Agreement are limited to the Vendor, notwithstanding that Vendor may be, or deemed to be by law, acting as an agent or otherwise on behalf of some other person, firm or corporation and the Purchaser hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourses against such other person, firm or corporation, at law or otherwise.

17. NON ASSIGNABLE

The Purchaser covenants and agrees not to advertise for sale, list for sale, offer for sale, sell or enter into any other agreement, conditional or otherwise, to sell the Real Property or assign the Purchaser's interest in this Agreement to any person without the prior written consent of the Vendor which may be unreasonably or arbitrarily withheld. Any offering for sale, assignment, sale or other disposition of the Purchaser's interest in the Real Property or this Agreement shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement, in which event, the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further interest in the Real Property or this Agreement.

18. TENDER

The Purchaser waives personal tender and agrees that failing other mutually acceptable arrangements, tender may be validly made by the Vendor if the Vendor attends at the Registry Office in which title to the Real Property is recorded, at 12:00 noon on the Closing Date and remains there until 12:30 p.m., or at any other time of which the Vendor's solicitor notifies the Purchaser's solicitor on said date for ½ hour, and is ready, willing and able to complete this transaction. Alternatively, a tender may be validly and effectively made on the solicitor for the Purchaser, either personally or by facsimile. The Purchaser agrees that payment must be made or tendered by bank draft or certified cheque. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements to do so in case the Purchaser should complete the transaction. Notwithstanding the foregoing, in the event that the Purchaser or his solicitor

INITIAL (Purchaser) *SL* _____ (Vendor) 7

indicates or expresses to the Vendor or its solicitor, either verbally or in writing, on or before the Closing Date, that the Purchaser is unable or unwilling to complete this purchase transaction, the Vendor shall be relieved of any obligation to make any formal tender on the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

In the event that an electronic registration system (the "System") under part III of the *Land Registration Reform Act*, R.S.O. 1990 c. L. 4, as amended, is operative in the applicable Land Titles Office in which the Land is registered, then the Purchaser agrees to do all things necessary and as may be requested or required by the Vendor or its solicitor to complete this transaction using the System. The Purchaser acknowledges that: (i) the System is an electronic, paperless land registration System that no longer relies on signatures for such documents as a transfer/deed of land; (ii) he will not be entitled to receive the transfer/deed or land unless the balance due on closing in accordance with the Vendor's statement of adjustments is in the hands of the Vendor's solicitors (either by personal delivery or electronic funds transfer) at least one business day before the Closing Date; and (iii) the delivery and exchange of documents and money governed by the Registration Agreement (as hereinafter defined).

Where the System is operative, it will therefore be necessary for the Purchaser and the Purchaser agrees: (i) to use a lawyer authorized to use the System and who is in good standing with the Law Society of Upper Canada; (ii) to authorize and direct such lawyer to enter into the Vendor's solicitors standard form of escrow closing agreement (the "Registration Agreement") which will establish the procedures for closing the transaction; and (iii) that if the Purchaser's lawyer is unwilling or unable to complete this transaction under the System, then the Purchaser's lawyer must attend at the Vendor's solicitor's office at such time on the Closing Date as directed by the Vendor's solicitor to complete the transaction under the System utilizing the Vendor's solicitor's computer facilities and the Purchaser agrees to pay the Vendor's solicitor directly the sum of \$295.00, plus HST, for such service.

19. WHOLE AGREEMENT

The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property except as contained in this Agreement. This Agreement may not be amended other than in writing.

20. INTERPRETATION

This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement. Unless otherwise specified herein, all statements of or references to dollar amounts in this Agreement shall mean lawful money of Canada.

21. RESIDENCY

The Vendor represents that it is not a non-resident for the purposes of section 116 of the *Income Tax Act*, Canada.

22. NO REGISTRATION

The Purchaser agrees not to register nor allow or caused to be registered against title to the Land any notice, lien, execution, encumbrance or caution or other reference to this Agreement or his interest in or against the Land. If any such registration occurs, the Vendor may terminate this Agreement forthwith and the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further right to or interest in this Agreement or the Real Property. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

23. SUCCESSION

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each of the parties hereto.

24. NOTICE

Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail, or by facsimile transmission addressed to the Purchasers' solicitor or the Purchaser at his or her address listed on Page 1 hereof and, in the case of the Vendor, any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by facsimile and prepaid mail to the Vendor's solicitor and a copy to the Vendor at the addresses indicated herein. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the

third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered or sent by facsimile transmission.

25. DEFAULT

(a) In the event that the Purchaser defaults with respect to any of the covenants, representations, warranties, acknowledgements or obligations to be performed by the Purchaser pursuant to this Agreement and such default continues for seven (7) days after written notice thereof has been given to the Purchaser or his solicitor by the Vendor or its solicitor, or in the event the Purchaser fails to complete the transaction on the Closing Date the Vendor shall have the right to declare this Agreement null and void and, in such event, the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty and without prejudice to or limiting the rights of the Vendor to claim for damages in excess of such amounts and without limiting any other rights or remedies to which the Vendor may be entitled in law.

(b) **EVIDENCE OF DEFAULT**

A certificate of an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been mailed to the Purchaser, shall be conclusive evidence of the facts therein stated.

(c) **DOCUMENTS IF TRANSACTION DOES NOT CLOSE**

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



26. RIGHTS OF VENDOR

It is understood and agreed that the rights contained in paragraph 25 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to 5% above the Prime Rate, calculated from the due date to the date of payment. Prime Rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which Royal Bank of Canada establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time.

27. GRADING/FENCING

(a) The Purchaser covenants that he will not remove any topsoil or subsoil or do anything which may alter the grading or change or obstruct the drainage of the Real Property or surrounding lands and shall not construct any fences, pools, patios, sheds or similar structures prior to final grading approval, without the Vendor's consent and, upon default, the Developer, the Municipality or the Vendor or their respective servants, agents, successors and assigns may enter upon the Real Property and correct such grading or remove such obstruction at the Purchaser's sole expense. Any expense incurred by the Developer, the Municipality or the Vendor in this regard shall be payable by the Purchaser forthwith upon demand. Some settlement of the Land is to be expected and the Purchaser shall repair minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided as a result of the remedying of such defects.

(b) The Purchaser will not, prior to lot grading completion and Municipal approval therefor, install any fence, deck, storage shed or other structure on the Land. In order to provide side-yard access between buildings so that abutting house purchasers can repair and maintain their respective side-yard building portions, no side-yard fence or storage shall be permitted from 3 meters back of the common side-yard's most rear structure to the frontage street. No fence along a lot boundary abutting a street, open space or parkland will be installed except in compliance with the requirements of the development architect as to fence type, design and finishing as well as fence height and location. The Purchaser will not install any boundary fence except in accordance with

INITIAL (Purchaser)  (Vendor) 

Municipal requirements, and if the Purchaser installs a fence that runs along the boundary of any lands then owned by the Developer, the Developer will have no obligation to pay any portion of the fence cost. The Purchaser will maintain any fence along or adjacent to the lot boundary and will not remove, place a gate in or otherwise alter such fence.

28. TEMPORARY EASEMENT

The Purchaser shall grant a temporary right-of-way over the rear ten feet (10') of the Land over the full width to all purchasers in the subdivision, their agents and workmen through, along and over the said Land for the purpose of reaching their own land or transporting materials, machinery or equipment thereto until such time as roads and streets are useable and the Purchaser agrees to keep such right-of-way clear of surface earth or material.

29. RIGHT OF RE-ENTRY

The transfer herein shall contain a provision that the transfer/conveyance is subject to the rights of the Vendor, Municipality/Region and/or other service provider, their successors and assigns, in the nature of a license or easement for themselves and parties authorized by any of them to enter upon any part of the Land excluding the dwelling at any time prior to the complete acceptance of the subdivision by the Municipality for the purpose of doing any work as may be required in order to satisfy the requirements to the Subdivision Agreement or of any other agreement with the service providers entered into or to be entered into by the Subdivider, including without limiting the generality of the foregoing, the right to complete or adjust the grading and/or drainage of any of the Land and effect any corrective measures required without such re-entry being deemed a trespass. The Purchaser covenants that in any transfer or disposition to any subsequent party, it shall reserve unto and assign the benefit of a similar right to re-entry to the Vendor, Municipality, Region and other service providers, and parties authorized by any of them. The aforesaid covenant shall be included in the Transfer/Deed to the Purchaser and shall run with the land conveyed to the Purchaser. The Purchaser, is hereby advised that the proposed lot grading may require the use of retaining walls, fences, easements for drainage purposes, culverts, drains, catch basins and/or lot sloping. Any such retaining walls and fences shall be maintained in good condition and repair solely at the cost and obligation of Purchaser. Purchaser agrees to allow the erection and maintenance on the land of entry features or other structures and hereby consents to allow the erection and maintenance thereof after closing. The Purchaser is hereby given notice that the Land may require some or all of the aforementioned.

30. MAINTENANCE OF SOD

The Purchaser shall be solely responsible for watering and general maintenance of the sod from the Closing Date or from the date that the sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Purchaser shall be solely responsible to pay for same, plus an administrative fee thereon, and the Vendor may, but shall not be obligated to do so until payment has been made therefore by the Purchaser.

31. DRIVEWAY

The Purchaser shall be solely responsible for any settlement of the driveway after the Closing Date. Purchaser acknowledges that it has been advised by Vendor that settlement is likely to occur after Closing. Purchaser agrees that it will at no time modify, extend, enlarge or change the driveway or its dimensions or location. If the Purchase Price specifically includes the paving of the driveway, Vendor shall only have an obligation to pave such driveway to the access point of lot and on the portion of the lot owned by Purchaser, only once and such paving, it is agreed, shall occur within 24 months after Closing, subject to weather conditions. Purchaser specifically agrees that in the event that Vendor does not have any obligation to pave the driveway, the Purchaser will pave the driveway and will not take any other steps or actions to damage, alter, move or interfere with any water box(es) located thereon. Purchaser shall be liable for all damage, loss and expense caused to the water box(es). Purchaser agrees to consult with and obtain the approval of the Vendor, Subdivider, or Municipal Water Department prior to commencing any work in, on or around the water box(es). On certain lots, service trenches cross the driveway and settlement may occur. Purchasers are also advised that prior to paving, they should ensure that there is no further settlement taking place.

32. REZONING

The Purchaser acknowledges receipt of notice from the Vendor that the Developer, Subdivider or its related/associated corporation(s) may develop other lands in the vicinity of the herein Land and apply for zoning/rezoning thereof, and the Purchaser agrees on behalf of himself, his heirs, executors, administrators, successors and assigns to consent to any such development zoning/rezoning application, and agrees that this paragraph may be pleaded as a bar to any objection thereto. The Purchaser covenants with the Vendor to the intent that the burden of this covenant shall run with and be binding upon the Land

INITIAL (Purchaser)  (Vendor)  10

to be conveyed hereunder and every part hereof and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Vendor and its predecessor and successors in title within the Subdivision or contiguous thereto, that the Purchaser will not oppose any application for severance or for rezoning (including all applications ancillary hereto) by the Vendor and its predecessor and successors or assigns in the Subdivision or contiguous there, for use as a commercial, industrial or multiple family purposes and that this covenant may be pleaded by the said Vendor, its predecessor, successors or assigns, as an estoppel to any such opposition or in aid of an injunction restraining such opposition. The Purchaser shall extract a similar covenant from all successors in title. Without limiting the generality of the foregoing, the Vendor or its predecessor may apply for, and the Purchaser will not oppose, any application for zoning in accordance with the present Official Plan.

33. SUBORDINATION AND POSTPONEMENT

The Purchaser acknowledges that the Vendor is or may be borrowing money from a financial institution to be secured by one or more charges registered or to be registered against the Real Property and the Purchaser agrees that this Agreement, any interest of the Purchaser in this Agreement (whether such interests are in equity or at law), and any and all Deposits paid or to be paid by the Purchaser pursuant to this Agreement and any purchaser's lien arising by the terms of this Agreement or from the payment of any Deposit pursuant to this Agreement or arising by operation of law is hereby subordinated and postponed to and will be subordinated and postponed to any mortgages, charges, debentures and trust deeds registered or to be registered against title to the Real Property and any advances thereunder, made from time to time, and to any easement, license or other agreements to provide services to the Real Property or to any lands adjacent thereto. The Purchaser agrees to execute any and all documentation necessary to give full force and effect to same forthwith after being requested to do so by the Vendor.

34. PURCHASER'S DOCUMENTS TO BE DELIVERED ON CLOSING

The Purchaser agrees to forthwith execute and deliver to the Vendor, on or before Closing, or at such other time as advised by the Vendor, all documents as may be required by the Vendor in order to close this transaction including but not limited to (i) the execution of the transfer by the Purchaser (ii) the execution and delivery of the Vendor's standard form of Purchaser's Acknowledgement and Undertaking as may be required by the Vendor; and (iii) any form of written acknowledgement by the Purchaser relating to lot grading and other subdivision matters.

35. INVALIDITY

The invalidity of any particular paragraph of this Agreement shall not affect the validity of any other provision and, in such event, this Agreement shall be construed as if such invalid provision was omitted.

36. 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, 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.
- (b) At any time prior to the Closing 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 Ontario New Home Warranty Plan Act and upon any such assignee assuming all obligations under this Agreement and notifying 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.

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

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Real Property, including without limitation, the

Purchaser's name, home address, email address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired home design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future Real Property declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other Real Property projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new Real Property and/or related services to the Purchaser and/or members of the Purchaser's family;
- (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider and/or excess Real Property deposit insurer, required in connection with the development and/or construction financing of the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), 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;
- (e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Home and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (f) on or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide such personal information to entity providing security alarm systems and services;
- (g) 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), and Canada Revenue Agency (i.e. with respect to HST);
- (h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the *Income Tax Act*, R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and
- (j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

38. ACCEPTANCE

This offer shall be irrevocable by the Purchaser until 11:50 p.m. on the 1st business day for 3 business days after the Purchaser signs this Agreement, after which time, if not accepted, this offer shall be null

INITIAL (Purchaser)  _____ (Vendor)  _____

and void. If accepted, this offer, subject to applicable three (3) day review period set out in Schedule "D" only if applicable, shall constitute a binding Agreement of Purchase and Sale. The Purchaser acknowledges that the Purchaser shall be responsible for determining whether the Vendor has accepted this Agreement. In this regard, the Purchaser shall contact the Vendor or the Vendor's sales agent to determine whether the Agreement has been accepted by the Vendor. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for notifying the Purchaser that the Agreement has been accepted by the Vendor, nor shall the Vendor be responsible for delivering a fully executed copy of the Agreement to the Purchaser. The Purchaser shall be responsible for obtaining a copy of the fully executed Agreement from the Vendor or from the Vendor's sales agent.

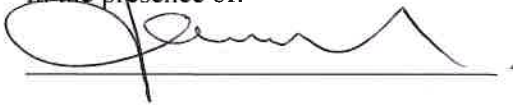
39. SCHEDULES

All Schedules and Addendum being Schedules "A" (items included), "B" (Lot on draft Plan of Subdivision), "C" (Additional Provisions), and "D" (Tarion Addendum) attached to this Agreement shall form a part of it.

SIGNED, SEALED AND DELIVERED

Dated this 25th day of January, 2017.

In the presence of:



Purchaser 1: Safara

Driver's License No.: K6096-68468-96018

S.I.N. No.: _____

Purchaser 2: _____

Driver's License No.: _____

S.I.N. No.: _____

Solicitors for the Purchaser: _____

Telephone No: _____

Fax No.: _____

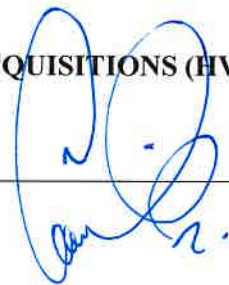
Email: _____

The Vendor hereby accepts the above offer.

DATED this 25th day of January, 2017.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: _____



Solicitors for the Vendor:

NORMAN H. WINTER

416.964.0325

nw@nwinlaw.com

LAW OFFICES OF NORMAN H. WINTER

1 St. Clair Avenue East, Suite 801,

Toronto, Ontario M4T 2V7 Canada - T. 416.964.0325 - F. 416.964.2494

SCHEDULE "C"

ADDITIONAL PROVISIONS

1. HARMONIZED SALES TAX

The Purchaser and Vendor hereby acknowledge and agree that subject to compliance with and accuracy of the Purchaser's representations, warranties, acknowledgements, covenants and agreements herein the Purchase Price includes the Harmonized Sales Tax ("HST") exigible pursuant to Part IX of the Excise Tax Act (Canada) (the "HST Legislation"), net of the new housing rebate permitted under the HST Legislation, if any (the "Rebate").

The Purchaser acknowledges and agrees that the Vendor shall insert in Box 4 of the Transfer/Deed of Land delivered on Closing relating to the Real Property the actual consideration for the Real Property, being the Purchase Price less HST net of the Rebate, if any.

The Purchaser hereby covenants and agrees that he/she is acquiring the Real Property for use as his/her primary place of residence (as defined in the HST Legislation). The Purchaser further covenants and agrees that, forthwith after Closing, he/she shall personally occupy the Real Property or cause one or more of his/her relations (as defined in the HST Legislation) to occupy the Real Property as his/her primary place of residence for such period of time as required by Canada Customs and Revenue Agency pursuant to its administrative guide lines or under the HST Legislation in order to entitle the Purchaser to the Rebate.

The Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he/she may have on Closing or thereafter to any rebates, refunds or credits pursuant to the HST Legislation, including without limiting the generality of the foregoing, the Rebate.

The Purchaser covenants and agrees to execute and deliver to the Vendor on Closing all applications, assignments, authorizations, directions, forms and such other documents as may be requested by the Vendor or its solicitors to verify entitlement to such rebate, refund or credit and to effect the proper assignment thereof to the Vendor including, without limiting the generality of the foregoing, an independent form of the Purchaser's covenant to assign set out above.

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

In the event that the Purchaser does not qualify for the Rebate, the Vendor agrees to pay the HST exigible with respect to the purchase of the Real Property and the Vendor acknowledges that such HST is included in the Purchase Price provided, however, the Purchaser shall reimburse the Vendor as an adjustment on Closing with the amount equal to the Rebate to which the Purchaser would have been entitled if the Purchaser had qualified for the Rebate.

2. RESTRICTIONS AND NOTICES PURSUANT TO THE SUBDIVISION AGREEMENT

The Purchaser hereby acknowledges that title to the Lands will be subject to a Subdivision Agreement with The Corporation of the Town of Markham and or the Region of York, which Agreement may contain warning clauses and restrictions which the Vendor is required to bring to the attention of the Purchaser by incorporating same into this Agreement. The Purchaser acknowledges that the Subdivision Agreement will be registered against title to the Real Property prior to the Closing Date. The Purchaser acknowledges and agrees that his solicitor will search title to the Real Property prior to the Closing Date and shall be responsible for reviewing the Subdivision Agreement and identifying for the Purchaser any warning clauses and/or restrictions, if any, which are prescribed by the Subdivision Agreement. The Purchaser's solicitor shall be responsible for explaining the nature and importance of any such warning clauses and/or restrictions to the Purchaser. The Purchaser acknowledges and agrees that, on registration of the Subdivision Agreement against title to the Real Property, all warning clauses and/or restrictions prescribed by the Subdivision Agreement shall be deemed to be incorporated into and shall be deemed to form a part of this Agreement and, if required by the Vendor or the Municipality, the Purchaser covenants and agrees to execute, on or prior to Closing an acknowledgement and/or amendment in that regard, without same affecting the balance of this Agreement.

3. PURCHASER'S FINANCING

The Purchaser hereby covenants and agrees to provide to the Vendor such financial information regarding the Purchaser forthwith after the Purchaser signing this Agreement, and thereafter as the Vendor may require from time to time prior to the Closing Date for the purpose of confirming that the Purchaser has the financial capability of completing the transaction of purchase and sale contemplated by this Agreement. If the Purchaser fails to provide such information within ten days of the request for same by the Vendor, then the Purchaser shall be considered to be in default pursuant to this Agreement. In the event that the Vendor is not satisfied, in its sole and absolute discretion, with the financial strength of the Purchaser or with the completeness and accuracy of the information provided by the Purchaser, the Purchaser hereby acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

INITIAL (Purchaser) *SL* (Vendor) *AL*

- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

In the event that the Purchaser is arranging mortgage financing for the purpose of completing the transaction of purchase and sale on the Closing Date, the Purchaser hereby covenants and agrees to apply for such mortgage financing within 10 days from the date of acceptance of this Agreement by the Vendor and forthwith provide the Vendor with evidence of said application and a copy of approval or rejection. In the event that the Purchaser fails to diligently comply with this provision, the Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

4. LOT NUMBERS

If on or after registration of the plan of subdivision, and any subsequent subdivision or reference plan, the lot number of the Land is changed, the Purchaser agrees to accept such variation in lot number, and this Agreement shall be read with all amendments required thereby.

5. CERTIFICATE OF OCCUPANCY

The Certificate of Occupancy issued by the Municipality will document the building inspection history, including mandatory inspections which were not conducted.

6. SPECIFIC RESTRICTIONS AND NOTICES WHICH MAY AFFECT THE LOT PURSUANT TO THE SUBDIVISION AGREEMENT

TO BE DETERMINED.

7. FENCING FEATURES

The Purchaser covenants and agrees that all fencing adjacent to road allowances and walkways will be erected entirely on private property and will not be erected on the lot line or into any road allowance or public property.

8. COMMUNITY MAILBOXES

Purchasers are advised that mail delivery will be from a designated Community Mail box.

INITIAL (Purchaser) X _____ (Vendor) [Signature]

SCHEDULE "D"

TARION WARRANTY CORPORATION
THIS DOCUMENT CONTAINS IMPORTANT INFORMATION
FOR THE CONSUMER

ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

This addendum forms part of the Agreement of Purchase and Sale between:

Safana Kodwavi

("Purchaser")

and

SUNRISE ACQUISITIONS (HWY 7) INC.

("Vendor")


dated January 25, 2017 .

(the "Agreement")

INITIAL (Purchaser)



(Vendor)



Features and Finishes

ARCHITECTURAL FEATURE

Architecturally controlled streetscapes with pleasing exterior colour schemes, styles and elevations.
Precast concrete and / or stucco window sills, headers and arches, per elevation
35 year self-sheathing shingles
Low maintenance aluminum soffits, fascia, downspouts and eaves troughs
Prefinished aluminum roll-up garage doors with tempered and thermal privacy glazing.
Designer decorative exterior lights on front and rear facades
Fully sodded lot, where applicable
Fully paved driveway consisting of a base and top coat finish
Luxurious Stone Veneer and Brick Exteriors
Spacious Decks, where grade permits
Vinyl Sliding Doors with Screen, per elevation
Vinyl casement windows, air tight
All operating windows will be screened
8' high wood insulated front entry door with accenting glass inserts
Garage to house entry door, where grade permits
Front entry doors with brushed silver grip set, and passage and deadbolts used all on side and rear entry doors with matching floor mounted doorstops (except for sliding doors)

INTERIOR FEATURES

Smooth ceilings throughout
8 foot wood grain front doors
Ceiling height of approximately 9' on Main
Porcelain 12" x 24" tile in Baths and Laundry
Upgraded casings and millwork - 3" window and door casing, 5" baseboard
Two tone paint - Semi gloss white shade on casings and millwork and flat high grade paint on the walls in a neutral tone selected from 5 colours in our Design Centre
Approximately 7' high interior doors throughout
Stained Oak Stairs to match wood flooring, with buyer's choice of Iron or Wood Pickets
Smart system Programmable Home Thermostat from NEST
Rough-in for Security Alarm
Garage Door Opener
High efficiency furnace and air conditioning units per suite
Vented Cold Cellars with interior Light, where applicable
Spray Foam Insulation over Garage Ceilings
Single handle faucets in Kitchen & Bathrooms
Pre-wired for Phone, Cable, Internet in Bedrooms and Main living areas
Your choice of traditional or contemporary fireplace where plan permits

FLOORING

Imported 12" x 24" porcelain tile in the foyer, powder room, laundry room and all bathrooms (per plan) selected in our Design Centre
High style 3 1/8" inch wood plank floor, engineered to be used everywhere in your home, except the bathrooms, laundry room and foyer
Engineered Floor Joist System

DESIGNER KITCHEN

High grade, 5-piece panel style Kitchen Cabinetry, with extended uppers

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with one double basin under mount sink

Custom backsplash – either tile or painted glass

Chrome Riobel Kitchen faucet. A single handle faucet with integrated pull-out spray handle

Deluxe Stainless Steel Appliance Package (Refrigerator, Stove, Microwave and Dishwasher)

BATHS

High grade, 5-piece panel style Bathroom Vanity Cabinets

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with under mount sink in first Master Ensuite

Single-hole chrome superior Riobel faucet package in each bath, with mechanical pop up drain.

Frameless Glass Showers with a Light, where applicable

Rain showers in the Master bathroom

Custom wall tile, Floor to ceiling in the bath and shower areas, with accent tile design

Toto toilets

Shut off Valves installed for all Sinks & Toilets

Full, 4-piece bathroom in all finished basements

Vanity to ceiling mirrors in baths

Upgraded light fixtures on mirrors in all baths

LAUNDRY ROOMS

Full sized Washer & Dryer

Laundry tubs, as per plan

All required plumbing, electrical and venting rough-ins

Modern open shelf storage cabinets above the laundry tub, as plan permits

COMFORT FEATURES

Control switch located in the interior of the home near the garage to power off the garage door opener for added safety and security

Capped gas line at the outside rear of the home for future barbeque hook up

Complete central vac system in the garage

Smoke and carbon monoxide detectors installed and hard wired as per Building Codes

NEST Smart technology thermostat compatible with your smart phone for energy saving

Door chimes for the front door

Duct work sized for air conditioner installed

Two exterior water taps

Pre-wires for Phone, Cable, Internet in Bedrooms and Main living areas

White Decora Light Switches & Plugs

LIGHTING ELECTRICAL AND TECHNOLOGY

100 AMP electrical service

15 LED, energy saving pot lights on main floor

One exterior seasonal electrical outlet

European height white Decora plugs and switches throughout, per electrical standard specifications

Ceiling light fixtures in all rooms with the exception of the living room, which will have a switched wall outlet

Weather proof exterior outlets, one at the front of the home and one at the rear of the home
Electrical wall outlets in the garage and an electrical outlet for the garage door and opener

SUPERIOR CONSTRUCTION

Approximately 8' poured concrete walls with heavy duty damp proofing, drainage board, weeping tiles and full height blanket insulation

Tongue and groove subfloor to be glued, screwed and sanded

2 X 6 exterior wall construction

Conventional air circulating system

High efficiency gas furnace

Poured concrete porch

Reinforced concrete garage floors and grade beams

Spray foam insulation in the garage ceiling below livable areas as well as all cantilevered box out window areas

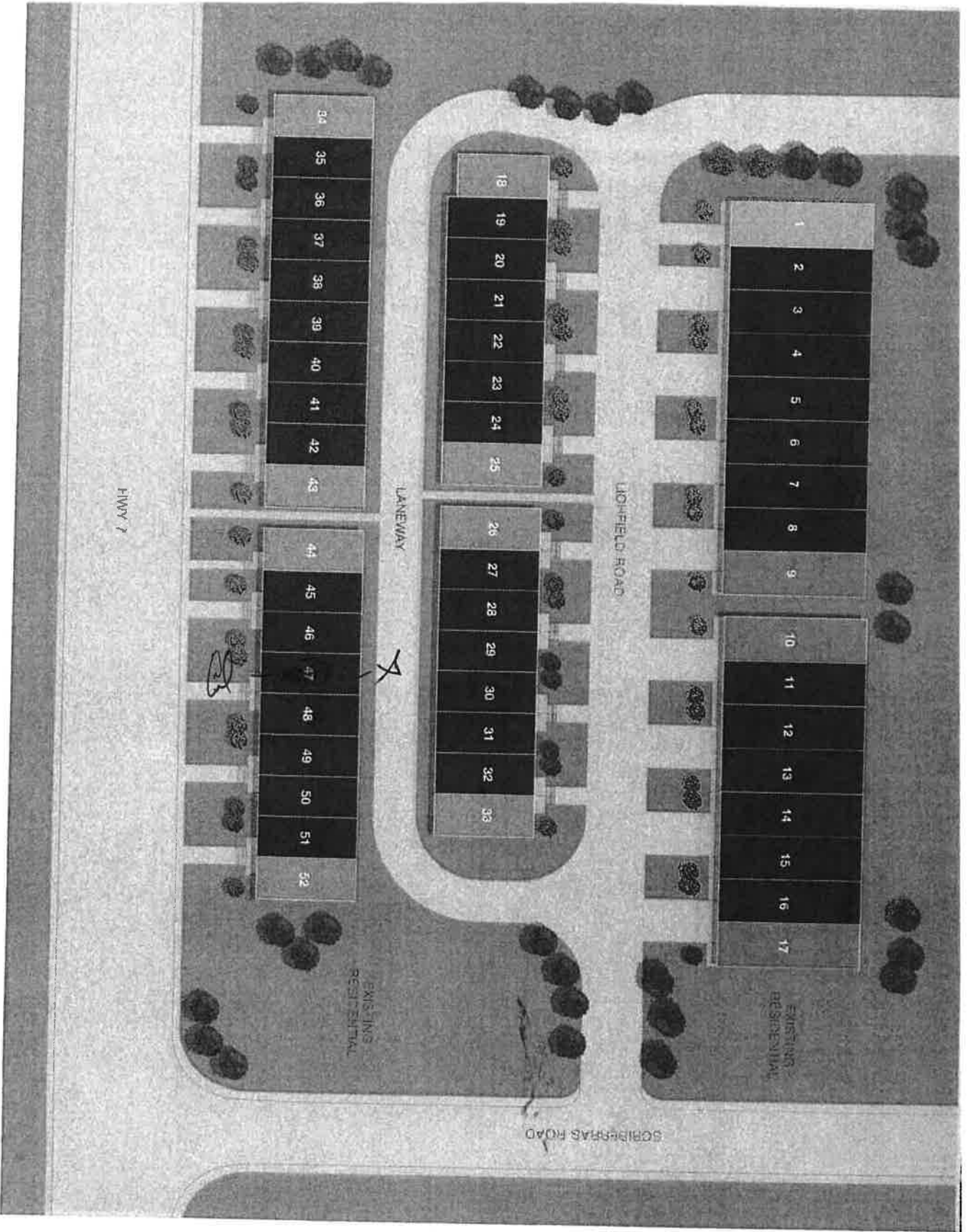
Finished basements

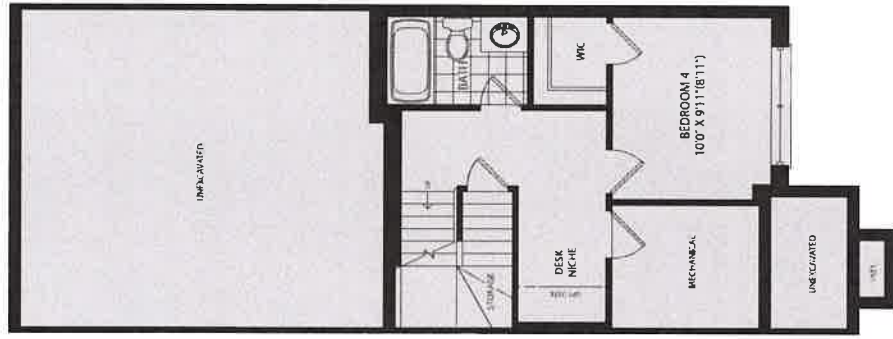
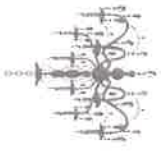
HOMEOWNER WARRANTY PROTECTION

The Tarion Warranty offers: Seven (7) year protection on all structural defects

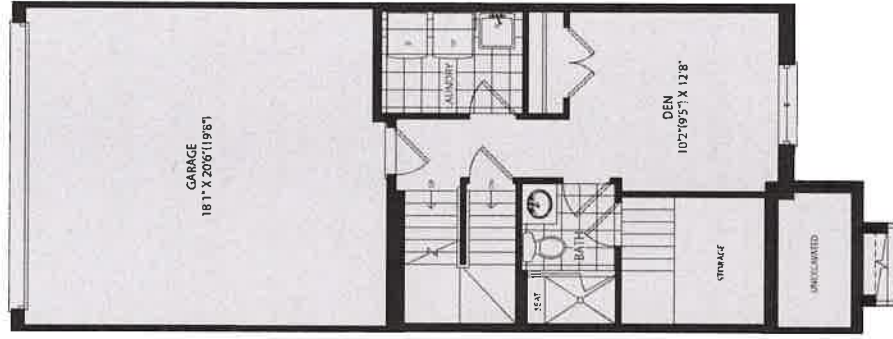
Two (2) year protection on mechanicals and materials including electrical, plumbing, heating and distribution systems, all exterior cladding, windows and doors

One (1) year protection on all workmanship and material defects

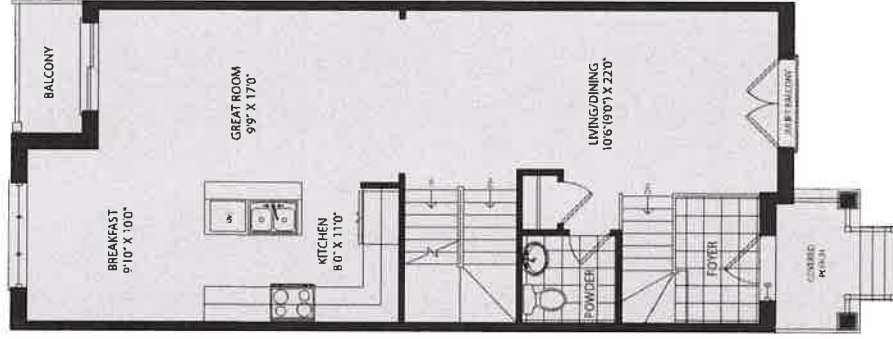




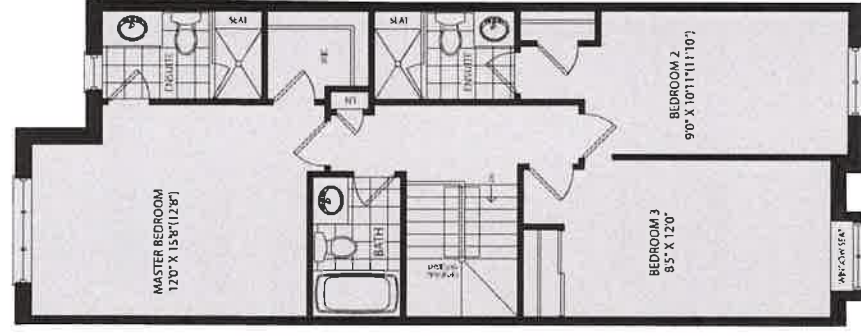
UPPER LEVEL



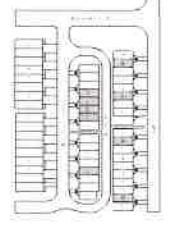
MIDDLE LEVEL



FIRST LEVEL



LOWER LEVEL



UPTOWN COLLECTION u22

TOTAL LIVING AREA: 2,308 SQ.-FT.

X

[Handwritten signature]

Property Lot 47

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: 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. You can also obtain a copy of the Homeowner Information Package which 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 Sunrise Acquisitions (Hwy 7) Inc
Full Name(s)

PURCHASER Safana Kodwavi
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 29th day of March, 2019.

A **Second Tentative Occupancy Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Occupancy Date. The Second Tentative Occupancy Date can be up to 120 days after the First Tentative Occupancy Date, and so could be as late as: the 29th day of July, 2019.

The Vendor must set a **Firm Occupancy Date** by giving proper written notice at least 90 days before the Second Tentative Occupancy Date. The Firm Occupancy Date can be up to 120 days after the Second Tentative Occupancy Date, and so could be as late as: the 26th day of November, 2019.

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.

The Vendor can set a Delayed Occupancy Date that is up to 365 days after the earlier of the Second Tentative Occupancy Date and the Firm Occupancy Date: This **Outside Occupancy Date** could be as late as: the 28th day of July, 2020.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy twice by up to 120 days each time by setting a Second Tentative Occupancy Date and then a Firm Occupancy Date in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 28th day of December, 2018.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

Notice of a second delay in Occupancy must be given no later than: the 30th day of April, 2019.

(i.e., at least **90 days** before the Second Tentative Occupancy Date), or else the Second Tentative Occupancy Date becomes the Firm Occupancy Date.

3. 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 27th day of August, 2020.

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, 11 and 12 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 25 day of JANUARY, 2019.

VENDOR: [Signature]

PURCHASER: [Signature]

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 freehold but also involves an interest in a common elements condominium corporation. 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	Sunrise Acquisitions (Hwy 7) Inc		
	Full Name(s)	50 West Wilmot Street, Suite 100	
	46593		
	Tarion Registration Number	Address	
	905-597-3333	Richmond Hill	ON L4B 1M5
	Phone	City	Province Postal Code
	905-597-3334		
	Fax	info@sunrisehomes.ca	
		Email*	

PURCHASER	Safan Kodwavi		
	Full Name(s)	Woodbridge, ON L4H 0N8	
	72 Grand Vellore		
	Address	City	Province Postal Code
	416-827-7099		
	Phone	safanakodwavi1@gmail.com	
	Fax	Email*	

PROPERTY DESCRIPTION

4144 Hwy 7		
Municipal Address	ON	L3R 0W9
Markham		
City	Province	Postal Code
Short Legal Description		

Number of Homes in the Freehold Project 52 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. Yes No
 If yes, the plan of subdivision is registered. Yes No
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. Yes No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: Yes No
 (i) water capacity; and (ii) sewage capacity to service the Property.

If yes, the nature of the confirmation is as follows:

DPA

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

- (c) A building permit has been issued for the Property. Yes No
- (d) 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 Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description for the related common elements condominium corporation.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Occupancy Date:** The Vendor may choose to set a Second Tentative Occupancy Date that is no later than 120 days after the First Tentative Occupancy Date. The Vendor shall give written notice of the Second Tentative Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (d) **Firm Occupancy Date:** The Vendor shall set a Firm Occupancy Date, which can be no later than 120 days after the Second Tentative Occupancy Date or, if a Second Tentative Occupancy Date is not set, no later than 120 days after the First Tentative Occupancy Date. If the Vendor elects not to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. If the Vendor elects to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Second Tentative Occupancy Date, or else the Second Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, 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 11.

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 (j), (k) and (l) 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 (j), (k) and (l) 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:

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:

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 First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative 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 (l) 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) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) 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 a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) 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.
- (l) 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 11(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 11(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.

9. Occupancy

If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

MISCELLANEOUS

10. 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.

11. 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 or Schedule C.
- (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.

12. 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 11(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.

13. Definitions

"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 the 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 home.

“**Critical Dates**” means the First Tentative Occupancy Date, the Second Tentative Occupancy Date, 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.

“**First Tentative Occupancy Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“**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 on or before Closing.

“**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 freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

“**Purchaser's Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

“**Second Tentative Occupancy Date**” has the meaning given to it in paragraph 1(c).

“**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.

14. 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.

15. 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 15, 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.

16. 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 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) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold 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.

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
- (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
- (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
- (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

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).

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

- 2.

- 3.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

- 2.

- 3.

SCHEDULE C

Terms of Occupancy Licence

If the purchaser takes Occupancy of the home before the date of Closing or is required to do so under the Purchase Agreement, then the following provisions shall apply:

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly **Occupancy Fee** from and after the Occupancy Date which shall not exceed an amount calculated as follows:
 - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
 - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
 - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

The Occupancy Fee shall be payable on the first day of each month in advance until the date of Closing. The Occupancy Fee is a fee for the use of the home and no part of it shall be credited as payments on account of the Purchase Price. If Occupancy does not occur on the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month.

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
 - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
 - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
 - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
 - (d) may withhold consent to an assignment of the right to use CEC property; and
 - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.

9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
11. In accordance with section 58(1).4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
13. 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 home by the supplier of such services.
14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

DISCLOSURE STATEMENT
(under subsection 72(3) of the Condominium Act, 1998)

1. **DATE OF DISCLOSURE STATEMENT** __3__ day of June, 2016
2. **TYPE OF CORPORATION** The Corporation is a freehold condominium corporation that is a common elements condominium corporation.
3. **NAME AND MUNICIPAL ADDRESS OF DECLARANT**
 - (a) Name of Declarant: Sunrise Acquisitions (HWY 7) Inc.
 - (b) Municipal Address of Declarant: c/o Sunrise Homes Ltd.
50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (c) Mailing Address of the
Condominium: 50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (d) Municipal Address of the Condominium:

There is presently no municipal address for the Common Elements Condominium Corporation. It is intended that the Common Elements Condominium Corporation shall consist primarily of common driveways and walkways and shared services including hydro and gas, and storm and sanitary sewers. The parcels of tied land shall have municipal addresses assigned to them in such fashion as may be determined by the municipality.

4. **GENERAL DESCRIPTION OF THE PROPERTY**

- (a) Division and Composition of the Project

The proposed Condominium is a freehold condominium that is a common elements condominium corporation as defined by the Act.

The Declarant proposes to develop a common elements condominium that will be comprised, for the most part, of common driveways and walkways with various shared services including hydro, telephone, gas, and cable, and storm and sanitary sewers located within the common elements. The Condominium is to be developed in conjunction with the development of thirty five (35) townhouse dwellings. Each of Lots 1 through 35 shall form one parcel of tied land ("POTL") on which townhouse dwellings shall be constructed.

A common interest in the Condominium shall attach to each POTL, described in the Declaration, and cannot be severed from any POTL upon a sale or enforcement of any encumbrance registered against title to a POTL.

Delivered to each Purchaser with this Disclosure Statement is a reduced copy of the preliminary draft Condominium Plan showing the location of the Condominium, Draft Site Plan. The actual location of certain structures may be altered and/or revised to comply with the final site plan and other approvals from the appropriate governmental authorities. Purchasers are advised that, at present, certain services and facilities intended to be located beneath or within the internal road or on Condominium Property to service the development may be required to be located in areas outside the Condominium Property, and therefore may be located within the proposed POTLs. Accordingly, these areas may be subject to easements in favour of the Corporation or other owners enjoying the use of such services for access, use, repair, maintenance and replacement of such services or facilities.

The Declarant reserves the right to increase or decrease the number of POTLs, provided that each Purchaser's proportionate share of the common expenses shall not increase in a material fashion, and any such changes shall not constitute a material change.

Purchasers of POTLs are advised that during the construction of the Condominium and of the dwellings on the POTLs, the Declarant, its workmen, trades, suppliers, agents, contractors and servants shall be entitled to use those portions of the common elements as may be necessary. Purchasers are advised that construction activity may result in noise, dust, debris and heavy traffic during the day and may interfere with the ordinary use and enjoyment of the Condominium and the POTLs. The Declarant shall make reasonable efforts to minimize such disruption during the course of construction, but nothing shall derogate from the right of the Declarant to complete construction.

(b) Proposed Types and number of Buildings and Units

The Condominium shall consist of common roadways, with the POTLs located adjacent to the Condominium.

(c) Utilities and Other Services

Hydro service supplied to the common elements will be bulk metered and billed directly to the Condominium Corporation by the utility and included in the budget.

It is presently anticipated that there will be no door to door mail delivery, and mail delivery to a communal mail box will be available to the POTLs.

(d) Amenities

Perimeter fencing or a privacy hedge of trees may be required along the edge of the roadway where there is no outlet and will be maintained by the Condominium Corporation and are included in the budget. Privacy fencing required for all POTLs, along with retaining walls and acoustical walls which may be required for some of the POTLs, will be maintained by the owners of the POTLs and shall not be an obligation of the Condominium Corporation.

(e) Easements and Restrictions

The Condominium shall be subject to such easements as disclosed by registered title and described in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the property as of the date of this Disclosure Statement, further easements are contemplated to be registered. These easements may include an easement for vehicular and pedestrian ingress and egress, for utilities, and for storm and sanitary sewers. Some easements have been described in this Disclosure Statement in a general nature and will be finalized once the specific locations and nature of such easements have been determined.

The POTLs will be subject to easements in favour of the Condominium Corporation for the purposes of installing, maintaining, repairing and replacing, as required, any services which are necessary for the common elements or for providing services to the owners of the POTLs.

5. DECLARATION, BY-LAWS, RULES AND INSURANCE TRUST AGREEMENT

Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws, Rules and Insurance Trust Agreement.

6. BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION

(a) Proposed Management Agreement (Section 111 of the Act)

The Corporation will enter into a management agreement following registration of the Condominium for the first year following registration. A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the proposed Management Agreement for an understanding of the provisions contained therein.

(b) Other Agreements (Section 112 of the Act)

Such contracts as may be necessary or required for the provision of services to the Condominium may be entered into, including, without limitation, electrical services, landscaping, snow removal, provision of supplies, insurance, legal and accounting services, and other such matters as may be required for the orderly operation of the business of Corporation.

(c) Proposed Insurance Trust Agreement (Section 114 of the Act)

Corporation will not enter into an insurance trust agreement following registration of the Condominium.

7. MISCELLANEOUS MATTERS

(a) ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

The Property is not subject to ONHWPA. The Declarant does not intend to enroll the Property under ONHWPA.

(b) The Declarant reserves the right to market POTLs in blocks to investors, but has no present intention of doing so. No restriction has been placed on the number of POTLs that may be purchased by an individual or a corporation.

(d) Declarant does not intend to cause Corporation to amalgamate with another corporation nor does Declarant have any knowledge that Corporation intends to amalgamate with another corporation.

(e) No building on the Property has been or will be converted from a previous use and no buildings are proposed to be constructed on the Property aside from a construction office and/or a sales office which shall remain on the Property until such time as the POTLs are sold.

(f) A Budget Statement for the one year period immediately following registration of Declaration and Description is included with this Disclosure Statement.

(g) There are no fees or charges that Corporation is required to pay to Declarant or another person except as set forth in the Budget. Refer to Budget for all expenses of Corporation and services being provided.

(h) Pursuant to subsection 82(8) of the Act, Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest Declarant is required to pay to purchaser under Section 82 of the Act.

(i) Declarant does not intend to permit any part of common elements to be used for commercial or other purposes not ancillary to residential purposes on the POTLs.

(j) Declarant does not intend to provide any major assets or property to Corporation.

(k) There are no units, assets or services that Corporation is required to acquire nor are there any agreements or leases that Corporation must enter into with Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of Declarant.

(l) Declarant owns lands adjacent to the Condominium lands which are presently vacant and which will comprise the POTLs. Application for site plan approval

from the City of Markham is pending.

(m) No part of the common elements is subject to a lease or license.

8. **RESCISSION RIGHTS (Section 73 of the Act)**

The following is a copy of Section 73 of the Act which sets out the rescission rights available to a Purchaser of a Unit in the Condominium:

"(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registrable form.

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

(a) the date that the purchaser receives the disclosure statement; and

(b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

(3) If a declarant or the declarant solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it."

10. **RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)**

The following is a copy of Section 74 of the Agreement which sets out what constitutes a "material change" and the rescission rights available to a purchaser of a POTL in the event of a material change:

"(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

(2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

(a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;

(b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turnover meeting has been held under section 43;

(c) a change in the portion of units or proposed units that the declarant intends to lease;

(d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been

completed as of the date on which the disclosure statement was made; or

(e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality for the Minister of Municipal Affairs and Housing, as the case may be as described in that subsection if the unit or the proposed unit is in a vacant land condominium corporation.

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Ontario Court (General Division) for a determination whether a change or a series of changes set out in the statement or notice is a material change.

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Ontario Court (General Division) makes a determination under subsection (5) or (6) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Ontario Court (General Division) for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application under subsection (5).

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

(10) The declarant shall make the refund,

(a) within 10 days after received a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).

DECLARATION

COMMON ELEMENTS CONDOMINIUM

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

SUNRISE ACQUISITIONS (HWY 7) INC.

(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Markham, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property"; and
- B. The Declarant intends that the Property shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold common elements condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I – INTRODUCTORY

1.1 Common Elements Condominium

The registration of this Declaration and the Description will create a freehold common elements condominium corporation.

1.2 Division of POTLS

A parcel of tied land may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a parcel of tied land.

1.3 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Board" means the Corporation's Board of Directors;
- (b) "By-Laws" means the by-laws of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property;
- (d) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (e) "Owner" means the Owner or Owners of the freehold homes in a POTL and who owns, pursuant to the Act, a common interest in the common elements, but does not include a mortgagee of a POTL unless in possession;

- (f) "POTL" or "POTLS" means the parcel or parcel(s) of tied land to which a common interest is attached as described in Schedule "D" to this declaration; and
- (g) "Rules" means the Rules passed by the Board.

1.4 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.5 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto and against each POTL is contained in Schedule "B" attached hereto.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each POTL in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each POTL in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service. Municipal Address and Mailing Address of the Corporation

- (a) The Corporation's address for service shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine;
- (b) the Corporation's mailing address shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine.
- (c) The Corporation's municipal address is 50 West Wilmot St., Richmond Hill, Ontario L4B 1M5

1.8 Architect Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings and structures that the declaration and description show are included in the Common Elements and have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

1.9 Exclusive Use Common Elements

There are no exclusive use of parts of the Common Elements designated in Schedule "F" attached hereto.

ARTICLE II - COMMON EXPENSES

2.1 Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties

of the Corporation and such other expenses, costs and sums of money designated as Common Expenses in the Act and this Declaration and without limiting the generality of the foregoing, shall include those expenses set out in Schedules "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation its proportionate share of the Common Expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any Bylaws or rules in force from time to time by any Owner, or by members of its family and/or its respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.4 Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

2.5 Monies Owning

Monies owing pursuant to this Declaration by the Owner to the Corporation shall bear interest at the prime lending rate of the Corporation's Bank as it may set from time to time plus five percent (5%) compounded monthly until paid, calculated semi-annually, not in advance, or at such other rate or interest as the Board may from time to time establish.

2.6 Collection

All costs, charges and expenses including solicitors' costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its rights against an owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the costs of bringing an application under Section 134 of the Act, shall be payable by the Owner to the Corporation. All monies, interests and costs payable by an Owner to the Corporation may be collected as additional Common Expense payments and shall be recoverable as such.

ARTICLE III - COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements for residential purposes only and for uses ancillary thereto, except as herein otherwise provided. Provided that until the sale of all Units and the completion of construction of the Project, the Declarant, its agents and contractors may:

- (i) operation of a model home within a POTL and maintain promotional signage and displays on the Common Elements and on the said POTL;
- (ii) maintain construction trailers or offices on the Common Elements;
- (iii) maintain construction materials on the Common Elements; and
- (iv) have access to the Common Elements to complete construction.

3.2 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.

3.3 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which it has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the POTLS make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

3.4 Parking

Parking shall be permitted only on those parts of the Common Elements designated by the Corporation for parking and as set forth in the Rules. All costs to effect compliance with this provision by any Owner of a POTL may be levied as an additional common expense attributable to such POTL.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 Responsibility of Owner

- (a) Each Owner shall be responsible for all damage to the Common Elements, which is caused by the negligence or wilful misconduct of the Owner, its tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- (b) Each Owner shall be responsible for the repair, maintenance and replacement costs of the fencing, berming, and retaining walls and acoustical walls on its POTL and at the rear of or at the flankage of the POTL. No owner may substantially change the colour, materials, style, design or type of fences without the prior written consent of the Board.

4.2 Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all facilities (including without limitation, water mains, storm and sanitary sewers and street lights) which service more than one POTL, whether located within the Common Elements or wholly or partly within a POTL and the Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this paragraph.

4.3 Snow Clearance by Corporation

The Corporation may pile snow cleared from the Common Elements onto the front or side yards of the POTLS.

ARTICLE V - INDEMNIFICATION

- 5.1** Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, its family, guests, visitors or tenants to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such. In the event that any insurance proceeds payable to the Corporation are reduced by the amount of a deductible, and the loss giving rise to such payments was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

ARTICLE VI - INSURANCE

6.1 By the Corporation

The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the owners as required or permitted by the Act in such amounts and upon such terms as the Board of Directors may determine from time to time. Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear

6.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment.

- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any POTL. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article VI; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

6.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance should be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's POTL and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

ARTICLE VII - GENERAL MATTERS AND ADMINISTRATION

7.1 Invalidity

Each of the provisions of this Declaration 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 Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

7.2 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

7.3 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

7.4 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto executed this Declaration under the hands of its proper officer duly authorized in that behalf.

DATED at Markham this ____ day of _____, 2016.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: _____
Sajjad Hussain – ASO

I have authority to bind the Corporation

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the Act)

CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. KingSett Mortgage Capital has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered at the Land Registry Office for the Land Titles Division of York.
2. KingSett Mortgage Capital hereby consents to the registration of this Declaration pursuant to the *Condominium Act, 1998*, against the land or interests appurtenant to the land as the land and the interests are described in the Description.
3. KingSett Mortgage Capital postpones its mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. KingSett Mortgage Capital is entitled by law to grant this consent and postponement.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Capital

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

SCHEDULE "B"

CONSENT TO ATTACHMENT OF A COMMON INTEREST

(under clause 140(c) of the *Condominium Act, 1998*)

1. KingSett Mortgage Captial has a mortgage registered in the Land Titles Division of against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated _____ and the description (known as the "Description") creating the Corporation.
2. KingSett Mortgage Captial acknowledges that, upon the registration of this Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. KingSett Mortgage Captial consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Captial

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SPECIFICATION OF COMMON EXPENSES

(Common Elements Condominium)

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums;
 - (ii) electricity respecting common elements;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal from common element roads and to remove same from the site, if required, and landscaping of common element areas: and
 - (v) utilities (hydro) to service the common elements, including all street lighting.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of the repair, maintenance, inspection, or replacement of the Common Elements as required from time to time;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if and when required, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"
EXCLUSIVE USE COMMON ELEMENTS

There are no exclusive use common elements

DRAFT

SCHEDULE "G"

Form 17

Condominium Act, 1998

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A COMMON ELEMENTS)
(under clauses 8 (1) (e) and (h) or clauses 157 (1) (c) and (e) of the *Condominium Act, 1998*)**

I certify that:

Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

- 1,2,3 The declaration and description show that there are no buildings or structures included in the common elements.
4. There are no underground garages.
5. There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place and operable.
7. There are no installations with respect to the provision of heat and ventilation.
8. There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place and operable.
10. There are no indoor and outdoor swimming pools.
11. All facilities and services that the declaration and description show are included in the common elements have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this _____ day of _____, 2016.

(print name)

Professional Architect/Engineer

SCHEDULE "H"

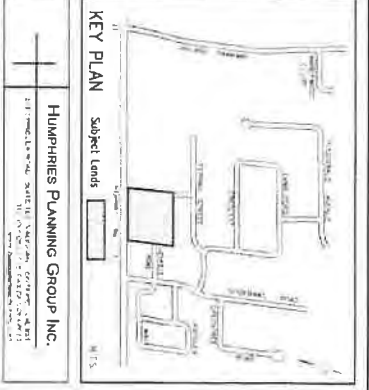
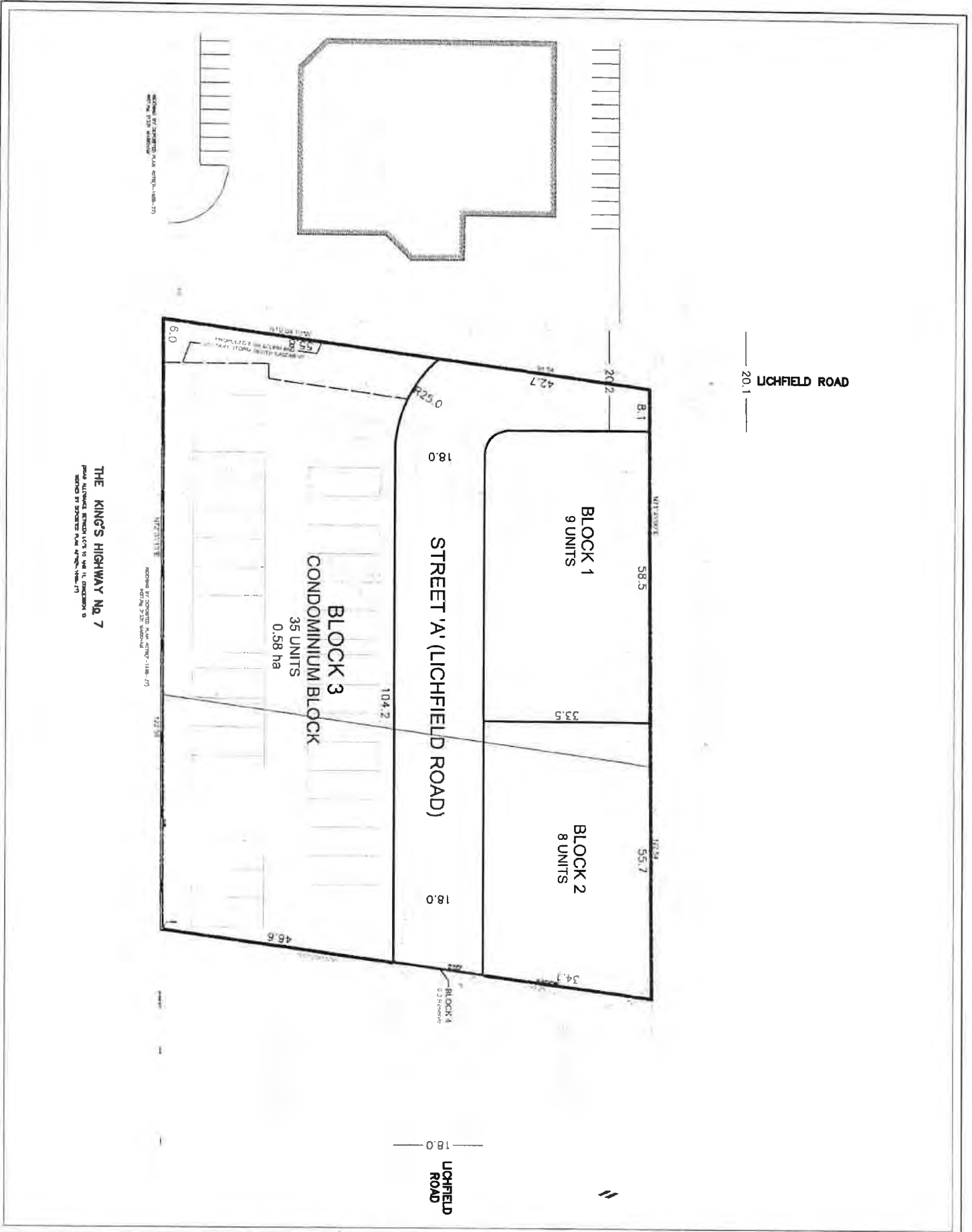
List of all buildings, structures, facilities and services that are included in the Common Elements:

BUILDINGS AND STRUCTURES

There are no buildings or structures located within the Common Elements of the Corporation.

FACILITIES AND SERVICES

1. Storm and sanitary sewers, sump pumps within common areas, catch basins, manholes, water service, main line tee, shut off valves, fire hydrants, or other services or installations under or over the lands, which supply service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
2. electrical, switch gear, transformers, wires, pipes, valves, meters or other services or installations through, under or over the lands, which supply electrical service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
3. Street Lighting.
4. Common mail box.
5. Roads and sidewalks and perimeter fencing at edges of roads.
6. Provision of gas service.
7. Provision of telephone conduits.
8. Provision of television and cable conduits.



OWNER'S CERTIFICATE
 I authorize Humphries Planning Group Inc. to prepare and submit this plan for draft approval.

DRAWN BY _____ **DATE** _____

SURVEYOR'S CERTIFICATE:
 I hereby certify that the boundaries of the lands being subdivided and their correct relationship to the adjoining lands are shown and correctly shown on this plan.

_____ Date: _____

ADDITIONAL INFORMATION:
 (Section 59(17) of the Planning Act, R.S.O. 1990, s. 19, P. 12, as amended to April 11, 1997)
 1) 5' x 12' on plan
 2) 5' x 12' on plan
 3) - see final plan
 4) - spot water to be installed by developer
 5) - spot water to be installed by developer
 6) - spot water to be installed by developer
 7) - spot water to be installed by developer

DEVELOPMENT STATISTICS:

Finalized Foundation	1-2	0.37 ha
Condominium Slab	3	0.26 ha
Roads	Street A @ (0m - 250m)	0.24 ha
TOTAL		1.20 ha

UNIT BREAKDOWN:

Finalized Townhouse @ 61m (cm)	17
Condominium Townhouse @ 5.7m (cm)	35
Total Units	52

DRAFT PLAN OF SUBDIVISION

SCALE

1" = 25m

0 5 10

Drawn by: Humphries Planning Group Inc.

Plan Number:	100/24/2007/10	Drawing Number:	A1
Date Drawn:	NOV 28, 13	Drawn By:	VI
Check By:	VI	Scale:	1:250
Date Revisited:	JAN 21, 15	Scale:	1:250
Drawn By:	VI	Scale:	1:250



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

BUDGET STATEMENT
FOR THE FIRST YEAR OF OPERATIONS

January 2016



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed Common Element Condominium corporation at Lichfield Road, Markham, Ontario.

REVENUE

Common Element Fees	\$54,578	
TOTAL REVENUE		\$54,578

ADMINISTRATION

Management Fees	\$20,340	
Insurance	3,000	
Legal	565	
Audit	3,843	
Office Expenses	500	
TOTAL ADMINISTRATION EXPENSES		\$28,248

UTILITIES

Hydro	\$1,200	
TOTAL UTILITIES		\$1,200

CONSULTING

Performance Audit	\$6,215	
TOTAL CONSULTING		\$6,215

CONTRACTS

Snow Clearing	\$8,000	
TOTAL CONTRACTS		\$8,000

RESERVE FUND

Reserve Fund Provision	\$6,961	
Reserve Fund Provision for Reserve Fund Study	3,955	
TOTAL RESERVE FUND		\$10,916

TOTAL EXPENSES		\$54,578
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If registration of the declaration and description occurs after December 31, 2017, then the budget statement shall be read as increased by an inflation rate of 7.5% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

I. INDIVIDUAL POTL ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the POTL's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

$$\$54,578 \text{ divided by } 12 = \$4,548.18$$

2. Monthly Individual Common Element Assessment:

Individual POTL monthly common element assessments are determined by multiplying the total monthly common element assessment (\$4,548.18) by the percentage contribution to common expenses of each POTL. Please see the Schedule at the back of this Budget Statement for the individual POTL monthly common element assessment.

II. OPERATING EXPENSES:

1. ADMINISTRATION \$28,248

a. Management Fees \$20,340

This covers the cost of the services of a property management company to administer the affairs of the condominium corporation and as detailed in the property management contract included in the Disclosure Statement Package. The contract for the first year is set at \$35.00 per unit per month plus the H.S.T. for part time property management.

b. Less Declarant Subsidy \$0

The cost of the Property Management services for the 1st 12 (twelve) months after registration will be paid for by the Declarant at the contracted price of \$0 plus the H.S.T. as stated in the Budget Notes above.

c. Insurance \$3,000

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.

d. Legal \$565

Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$500 plus the H.S.T.

e. Audit \$3,843

Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turn over meeting (The Turnover Audit) and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

- f. Office Expenses \$500

This budgeted amount provides for any office expenses directly related to the operation of the corporation including various office supplies, photocopying, mailings, the annual general meeting, CCI membership, bank charges and other such expenses.

- 2. UTILITIES \$1,200**

- a. Hydro \$1,200

The budget is based on comparable property requirements and the current rates from the PowerStream website of 9.9 cents per kilowatt hour and administrative/distribution charges have been escalated by 3% and compounded annually. The budget includes electricity for the common areas only such as for street lighting etc. Each POTL will be separately metered or check metered and the cost of electricity to the POTL will be the responsibility of the respective POTL owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 10.5 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

- 3. CONSULTING \$6,215**

- a. Performance Audit \$6,215

The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file with the Tarion Warranty Program during the first year. This is a one time expense.

The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first year expense of the corporation.

The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

4. CONTRACTS \$8,000

a. Snow Clearing \$8,000

Provision to clear snow and ice from Common Element roadway(s) in the winter, including the cost of sand and ice melting salt substitute. The provision does not include snow clearing from the front of walkways, stairs and driveways as applicable, or with in any POTL. As such, snow clearing within each POTL will be the responsibility of POTL owner.

III. CONTRIBUTION TO THE RESERVE FUND \$10,916

a. Reserve Fund Provision \$6,961

The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 25%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.

b. Reserve Fund Provision for Reserve Fund Study \$3,955

The Condominium Act of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund.

IV. GENERAL NOTES TO THE BUDGET

- a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$54,578 as shown on the Budget Statement.
- b. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$3,500 plus H.S.T.; the cost of the Performance Audit is \$5,500 plus H.S.T.; the cost of both the turn over and year end financial audits is \$3,401 plus H.S.T.
- c. The cost, type, level and frequency of services is detailed in the notes above.
- e. As stated in the notes above, 25% of the operating expenses will be paid into the reserve fund account. The provision is \$10,916.
- f. At the time of preparation of the Budget Statement, January 2016, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
- g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
- h. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

- i. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$6,960.64 in the reserve fund account.
- j. As at the date of the foregoing Budget, January 2016, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- k. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- l. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property.
- m. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after December 31, 2017. Provided however, that due to the significant fluctuation in gas, hydro and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.
- n. The Declaration contains a provision whereby during the first year following registration of the Declaration, the Declarant shall not be required to contribute to the payment of common expenses for a POTL until the registration of a Transfer of title from the Declarant for such POTL. Purchasers acknowledge that this may give rise to a deficit in the Budget for the first year following registration of the Declaration, however, the Purchaser acknowledges that the Declarant is responsible for any deficit in accordance with the provisions of Section 75 of the Act. In order to offset any such deficit, the Declarant will provide certain services set out in the Budget, as it determines, in its sole discretion, during the first year following registration of the Declaration, in order to reduce certain actual expenses to be incurred by the Corporation.



MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
1	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 1 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
2	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 2 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
3	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 3 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
4	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 4 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
5	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 5 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
6	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 6 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
7	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 7 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
8	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 8 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
9	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 9 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
10	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 10 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
11	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 11 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
12	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 12 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
13	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 13 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
14	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 14 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
15	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 15 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
16	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 16 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
17	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 17 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
18	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 18 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
19	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 19 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
20	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 20 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
21	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 21 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
22	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 22 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
23	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 23 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
24	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 24 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
25	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 25 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
26	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 26 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
27	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 27 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
28	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
29	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
30	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
31	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
32	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
33	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
34	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
35	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
	TOTAL	\$4,548.18

Ontario Driver's Licence / Permis de conduire ON CANADA

2 NAME / NOM
KODWANI,
SAFANA, MUZAMMIL

3 ADDRESS / ADRESSE
72 GRAND VILLORE CRES
WOODBIDGE, ON, L4H 0N8

4 NUMBER / NUMERO
K6096 - 68468 - 96018

5 ISSUE / DEL. DATE / DATE
2017/10/18

6 EXPIRES / EXPI. DATE / DATE
2022/10/18

7 SEX / SEXE
F

8 CLASS / CLASSE
G

9 RESTRICTIONS / RESTRICTIONS
18 HGT/HAUT 168 CMT

10 SIGNATURE / SIGNATURE
11 DOB / DATE OF BIRTH / DATE DE NAISSANCE
1989/10/18



AGREEMENT OF PURCHASE AND SALE

1. PARTIES, REAL PROPERTY AND PRICE

In this Agreement, the following terms have the following meanings:

- (a) "Vendor" means SUNRISE ACQUISITIONS (HWY 7) INC.
- (b) "Purchaser" means Purchaser 1: Mahvesh Hussain (D.O.B.) 1979/06/13
- (c) Purchaser 2: _____ (D.O.B.) _____
(Address) 24 Sutherland Drive, Toronto, ON, M4G 1G8
(Home No.) 416-399-2869 (Business No.) _____ (Fax No.) _____
(Email Address) mahveshh@yahoo.com
- (d) "Real Property" means the Land and the Dwelling.
- (e) "Land" means Lot 48 on a draft plan of subdivision, Town of Markham, as shown on Schedule "B" attached hereto.
- (f) "Dwelling" or "House" are used interchangeably and means the townhouse to be constructed on the Land pursuant to this Agreement.
Model & Elevation: RT-2, U23
- (g) "Purchase Price" means Nine Hundred and Fifty Thousand Dollars
(\$ 950,000.00)
- (g) "Deposit": Five Hundred Thousand Dollars (\$ 500,000.00)
("Initial Deposit") paid to the Vendor forthwith, pending completion or other termination of this Agreement to be credited against the Purchase Price on Closing, plus such further deposits as are set out below:

<u>No.</u>	<u>Deposit Amount</u>	<u>Due Date</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The Purchaser shall deliver to the Vendor at the time of executing this Agreement post-dated cheques for the further deposit amount referred to above along with the cheque for the Initial Deposit.

- (h) "Closing Date" or "Closing" means March 29, 2019, being the date set forth as the First Tentative Closing Date on the Statement of Critical Dates included as part of the Addendum to Agreement of Purchase and Sale – Delayed Closing Warranty, which is attached hereto and incorporated herein as Schedule "D", as such date may be extended and/or advanced pursuant to the terms of this Agreement and said Addendum.
- (i) "Developer" means any predecessor or present registered owner on title to the Land who has entered obligations for subdivision and/or servicing of the Land.
- (j) "Municipality" means any municipal corporation or other government authority, whether local, regional, or provincial having jurisdiction over the Real Property.
- (k) "Agent" means _____ Corporation.

INITIAL (Purchaser) *mh* (Vendor) *al*

2. OFFER

The Purchaser hereby offers to purchase the Real Property from the Vendor on the terms and conditions contained in this Agreement for the Purchase Price payable as follows:

- (a) By payment of the Deposit to the Vendor; and
- (b) By payment of the balance of the Purchase Price to the Vendor on Closing, subject to the adjustments set out in Section 7 hereof and in this Agreement.

3. PLANNING STATUS

The Land is currently within a draft plan of subdivision for which draft approval has been issued.

4. CONDITIONS

The Purchaser hereby acknowledges and agrees that the completion of this Agreement is conditional upon the following:

- (a) Compliance with the provisions of the Planning Act (Ontario), as amended or restated from time to time, on or before the Closing Date;
- (b) Approval of the subdivision agreement and site plan by the Municipality;
- (c) Vendor being satisfied, in its sole and absolute discretion, that the Purchaser has the financial resources to complete the transaction, as further set out in Schedule "C" attached hereto; and
- (d) The Early Termination Conditions if any, set out separately and attached to the Tarion Addendum attached hereto as Schedule "D".

5. ONTARIO NEW HOME WARRANTIES PROGRAM

The Ontario New Home Warranties Plan registration number for the Vendor is 40310 and the enrolment number for the Dwelling is _____, (if available).

6. BUILDER

For further information about this Agreement, the Vendor may be contacted at telephone no. (905) 597-3333, fax no. (905) 597-3334.

7. ADJUSTMENTS

The Purchase Price shall be increased or adjusted as of Closing by the following:

- (a) the enrolment fee required pursuant to the Tarion Warranty Program and costs or fees paid or payable by the Vendor with respect to the issuance of any security to or with the Program or any excess deposit insurance the Vendor may elect to obtain;
- (b) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. The Purchaser is advised that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor and shall be the responsibility of the Purchaser. In addition, the Purchaser shall lodge with the Vendor a deposit of \$2,000.00, to be held by the Vendor as security for compliance by the Purchaser of its obligations to pay realty taxes after Closing. The said security deposit, if not utilized by the Vendor, shall be returned to the Purchaser within six (6) months after the Land has been assessed and entered on the collector's roll according to the registered plan of subdivision;
- (c) all additional or increased charges and levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authorities at the time the Vendor is required to pay same in excess of the charges and levies imposed or assessed by such governmental authorities relating to the development of the Land as of the date of this Agreement;
- (d) an amount equal to the unused portion of any insurance premium relating to the Real Property where the policy has been arranged by the Vendor and is to be assumed by the Purchaser;

INITIAL (Purchaser) M (Vendor) PL 2

- (e) any prepaid expenses such as gas, hydro, water or other utilities;
- (f) any charges for the connection or energization of gas, hydro, water or other utilities;
- (g) any charges relating to the installation of meters used to measure the consumption rate of gas, hydro, water or other utilities;
- (h) any extras ordered by the Purchaser (and not yet paid);
- (i) in the event that the Purchaser arranges mortgage financing with the financial institution recommended by the Vendor (the "Lender"), all legal fees and disbursements charged by the Lender's solicitor relating to such mortgage loan transaction;
- (j) interest adjustment on any Vendor-take-back financing, if any;
- (k) any other usual adjustments;
- (l) an adjustment in favour of the Vendor for that portion of the HST to be paid by the Purchaser pursuant to this Agreement, if any;
- (m) a \$250.00 administration fee shall be charged to the Purchaser for any cheque which is returned "N.S.F." or on which a "stop-payment" has been ordered;
- (n) the charge imposed by the Law Society of Upper Canada upon the Vendor or its solicitor with respect to this transaction;
- (o) driveway paving charge in the amount of \$2,185.00 for a two car garage driveway and \$1,645.00 for a one car garage driveway, plus HST thereon;
- (p) \$1,995.00 with respect to landscaping, which does not include any charge for the cost of any street tree (which may be required to be planted by the Vendor and/or the Developer in accordance with the subdivision agreement or requirements of the Municipality); and
- (q) The cost of supplying recycling contained to the Purchaser as required by the Subdivision Agreement.

The Closing Date itself shall be apportioned to the Purchaser. The parties agree to readjust any of the items referred to above, if necessary, after Closing. If there are chattels involved in this transaction, the allocation of value to such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected by the Vendor from the Purchaser and remitted by the Vendor to the appropriate taxing authority.

8. CONSTRUCTION

The Purchaser acknowledges and agrees that the Vendor may from time to time, in its discretion or as required by any governmental authority or the Developer, change, vary or modify the plans, colours, materials, equipment and specifications pertaining to the Dwelling (including architectural, structural, landscaping, grading, mechanical or other plans) from the plans and specifications existing at the time the Purchaser entered into this Agreement or as same may be illustrated in any sales brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to make any necessary changes to the plans and to substitute materials or equipment for those described in this Agreement or in the plans or specifications, provided the substituted materials or equipment are of equal or better quality, or if substituted materials or equipment (whether sold by sample or otherwise) is of lesser quality, the Vendor will reimburse the Purchaser for the difference in cost between the substituted material or equipment, and the material or equipment described in this Agreement. The Purchaser hereby consents to any such changes, modifications and/or substitutions and agrees to complete the transaction of purchase and sale notwithstanding same. All work will be performed in a workmanlike manner and in compliance with the Ontario Building Code.

Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees as follows:

- (a) The Vendor shall have the right to construct the reverse mirror image of the Dwelling, including reversal of the garage siting and reversal of the interior floor plan layout, without notice to the Purchaser and without compensation or abatement to the Purchase Price.

INITIAL (Purchaser)



(Vendor)



- (b) As of the date of this Agreement, the final site plan relating to the Land showing the actual siting of the Dwelling on the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling on the Land in a location or angle different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (c) The Purchaser hereby acknowledges that, as of the date of this Agreement, final grading plans relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (d) In the event that this Agreement calls for the construction of a walkout basement and such is not possible pursuant to final approved grading, engineering and/or site plans, the Purchaser shall accept a credit to the Purchase Price in lieu thereof. If this Agreement does not call for a walkout basement and such is required by the Municipality pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the credit to the Purchase Price or the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.
- (e) In the event that the Dwelling is constructed at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement necessitating a step or series of steps to the front door, side door, rear door or any other door of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without notice, without any right of abatement to the Purchase Price and in full satisfaction of the Vendor's obligations with respect to the construction of the Dwelling.
- (f) The Purchaser acknowledges that the dimensions of the Real Property as shown in any brochures or other materials are approximate only and the dimensions of the dwelling are also approximate. In the event that the frontage, depth or area of the Real Property is varied by up to and including 5% from the specifications set out in this Agreement, the Purchaser acknowledges and agrees to accept all such variations without notice and without a claim for compensation or abatement to the Purchase Price.
- (g) As of the date of this Agreement, the final grading plan relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the grading of the Land may require the use of retaining walls on the Land or on adjoining properties. The Purchaser acknowledges and agrees that the Vendor shall have the right to construct such retaining walls without notice to the Purchaser and without compensation or abatement to the Purchase Price. In addition, the Purchaser acknowledges and agrees that the Vendor may construct any fences and/or berms on or near the Lands, as may be required.
- (h) The Purchaser acknowledges that the subdivision agreement between the Developer and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, notice regarding land usage, maintenance of municipal fencing, school transportation, postal delivery to a community mail box, public transit and transit stops, noise level and noise level from adjacent roadways. Without limiting the generality of the foregoing, the Purchaser acknowledges that a YRT/Viva standing area/shelter pad will be constructed adjacent to the Land on the north side of Highway 7. Purchaser further acknowledges that despite the inclusion of noise attenuation features within the development area and within the individual Dwellings, noise levels will continue to increase, occasionally interfering with some activities of the occupants of the Dwelling. The Purchaser agrees to be bound by the content of any such notice and covenants to execute forthwith upon request an acknowledgement containing the notices if and when required to do so by the Vendor, the Municipality and/or the Developer. The Purchaser further acknowledges being advised that title to the Land may require maintenance, easements and/or encroachments/easements. The Purchaser further covenants and agrees to obtain a similar covenant in favour of the Vendor and developer from any person purchasing from the Purchaser and shall cause such covenant to run with the Land.

INITIAL (Purchaser)



(Vendor)



The Purchaser shall not have the right to enter the Real Property prior to Closing unless accompanied by a representative of the Vendor.

The Purchase Price shall include those items listed on Schedule "A". The Purchaser acknowledges that the furnishings, decor, finishes, equipment, fixtures, improvements and samples which may be displayed in any model suite or any sales office or in any brochures are for display purposes only and are not included in the Purchase Price unless specified in Schedule "A". The Purchaser acknowledges that the appliances for the Dwelling are not included in the Purchase Price unless specified in Schedule "A". The Purchaser hereby agrees to make any selection of any finishing items from the Vendor's available samples within seven (7) days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in a delay in the construction of the Dwelling or any other unit in this project, then on seven (7) days notice from the Vendor the Purchaser shall re-attend at the Vendor's office and make a selection from the Vendor's available substitute finishing items. If the Purchaser fails to make selections following notice for the Vendor, then the Vendor shall be entitled to select such finishing items and the Purchaser hereby agrees that such selections made by the Vendor shall be binding on the Purchaser. The Purchaser acknowledges that variations from the Vendor's samples may occur in kitchen cabinets, vanity cabinets, floor finishes, wall finishes and other finishing materials as a result of normal production processes. The Purchaser acknowledges and agrees that where adjoining rooms are finished in different materials there may be a difference in elevation between the rooms and the Vendor may, at its discretion, install a threshold as a method of finishing the connection between the adjoining rooms.

The Purchaser acknowledges and agrees that the hot water heater tank may be rented. In such event, the hot water heater tank shall remain the property of the applicable utility company and shall not be or become a fixture and/or part of the Dwelling. Further, in such event, the Purchaser agrees to execute a rental contract as may be required by the applicable utility company with respect to the hot water heater and tank.

The Purchaser acknowledges and agrees that the Purchaser shall pay for all extras in full at the time of selection unless the Vendor otherwise agrees in writing. The Purchaser acknowledges that such payment shall not be refunded if this transaction is not completed as a result of a breach of contract by the Purchaser. If any extra is omitted, then the Purchaser shall be credited with the amount that the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

The Purchaser acknowledges and agrees that if due to grading or other requirements, as determined by the Vendor, at its sole discretion, the Vendor determines, at its sole discretion, that it cannot or will not to build a side door and/or door to the garage, the Vendor need not build such door(s) and the Purchaser covenants and agrees to accept the Dwelling without such door(s), at reduction in the Purchase Price.

9. (a) COMPLETION

For the purposes of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling may be occupied, notwithstanding that there remains interior or exterior work to be completed including, but not limited to, painting, driveway paving, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work. If required, the Purchaser shall be responsible to obtain confirmation of allowable occupancy and, if available a copy of any occupancy certificate from the Municipality, and otherwise as may be required as set out in Schedule "D".

(b) COMPLETION INSPECTION

The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor prior to Closing, during normal working hours, to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of this Agreement. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranty Program. This Certificate when executed by the Vendor and Purchaser, together with the warranty itself under the Ontario New Home Warranty Program, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling and the Vendor's only warranty with respect to the Real Property. Such work will be performed as soon as is reasonably possible, as determined by the Vendor.

10. EXTENSION AND ADVANCEMENT OF THE CLOSING DATE

This transaction of purchase and sale shall be completed on the Closing Date or any earlier or later date as may be permitted under this Agreement and as set out on Schedule "D", at which time vacant possession of the Dwelling will be given to the Purchaser.

INITIAL (Purchaser)



(Vendor)



11. TITLE

On the Closing Date, the parties hereby acknowledge and agree that title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision servicing agreement, site plan agreement, housekeeping agreement, financial and/or security agreement, or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), encroachments from or on adjoining lands (including, without limitation, eaves, roofs, attachments to roofs), easements, licenses and rights required by the Vendor, Developer, adjoining landowners, Municipality or other authorities, including utilities, catch basins, transformers, poles, fences, hydrants and berms, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted, or provided the Real Property is an insurable title. The Purchaser shall satisfy himself or herself as to compliance with such matters. Title may also be subject to easements for maintenance or encroachments required for adjoining properties. If any of the foregoing easements, restrictions or rights are required to be created after Closing, the Purchaser shall execute any documents needed. The Purchaser further acknowledges and agrees that title shall also be subject to the rights of re-entry referred to in paragraphs 15, 28 and 29 and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser, and/or the Purchaser shall execute and provide the Vendor with any documents and/or agreements required by the Vendor.

The Purchaser shall be allowed until 30 days before the Closing Date to examine title to the Real Property at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be terminated and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Vendor shall provide the Purchaser with its standard undertaking and statutory declaration, and need not sign nor provide any other documents, nor need the Vendor's solicitor reply to any requisition from the Purchaser's solicitor that is otherwise addressed in this Agreement, the Vendor's documents or is otherwise not applicable.

The Vendor shall provide a survey of the Real Property on or before Closing.

The Purchaser acknowledges that the Vendor may have agreed to acquire registered title to the Real Property from the Developer on terms set forth in a separate agreement. The Purchaser agrees to accept a transfer of the Real Property as directed by the Vendor and the Purchaser agrees to provide and execute and deliver on Closing, whatever indemnities, releases, assurances and other documentation that may be required by the Vendor in order to transfer title as aforesaid.

12. PRIOR MORTGAGES

Title to the Land may be encumbered by mortgages or other loan security (whether to a bank, non-institutional lender, "private" lender or any other party) not to be assumed by the Purchaser on Closing. The Purchaser agrees to complete the transaction notwithstanding any such mortgage or other security and to accept the Vendor's undertaking to obtain and register complete or partial discharges of such mortgages as soon as reasonably possible after Closing, as determined by the Vendor in accordance with its building and sales program.

Notwithstanding anything herein contained and notwithstanding the provisions of the *Land Titles Act* of Ontario, and any amendments thereto or any successor legislation, where any mortgages, charges or debentures are registered on title and where discharges, cessations, partial discharges or partial cessations thereof are tendered for registration in the appropriate Land Titles Office, such mortgages, charges, or debenture shall be deemed to be discharged for all purposes once the discharges, cessations, partial discharges or partial cessations have been accepted for registration, notwithstanding that the Parcel Register has not been signed to reflect such registration and notwithstanding any statutory terms to the contrary as contained in the Land Titles Act of Ontario, as amended, and any successor legislation.

13. RISK

The Dwelling shall remain at the Vendor's risk until Closing.

14. TRANSFER AND CLOSING

The transfer/deed of land shall be prepared by the Vendor's solicitors and shall be registered on Closing by the Purchaser, at the Purchaser's expense. The Purchaser agrees to advise the Vendor's solicitors, at least 30 days prior to the Closing Date, (or such earlier time if so required by the Vendor) as to how the Purchaser will take title to the Real Property and of the birth dates of all parties taking title to the Real Property, failing which the Vendor may insert the Purchaser(s) name(s) set out herein.

INITIAL (Purchaser) M (Vendor) [Signature] 6

The Purchaser agrees that keys may be released to the Purchaser at the construction site upon completion of this transaction or at the Registry Office, at the Vendor's option. The Purchaser agrees that the Vendor's solicitor's advice that keys are available for release to the Purchaser shall constitute a valid tender of keys on the Purchaser.

If the transaction is completed by electronic registration the Vendor's solicitor shall not be required to release the Transfer until it is in receipt of all closing certified funds. In addition, the Purchaser shall be required to reimburse the Vendor or the Vendor's solicitor directly, the amount of \$250.00, plus HST thereon, with respect to the Vendor's solicitor's fee pertaining to such electronic registration procedure.

15. AFTER CLOSING

The Ontario New Home Warranty shall constitute the Vendor's only warranty, express or implied, in respect of any aspect of construction of the Dwelling and shall be the full extent of the Vendor's liability for defects in materials, workmanship or damage, loss or injury of any sort.

The Purchaser agrees not to alter the grading or drainage pattern of the Land in any way and shall not construct any fences, pools, patios, sheds, decks or similar structures prior to final grading approval by the Municipality, without the Vendor's consent. Some settlement of the Land and/or Dwelling is to be expected and the Purchaser shall repair minor settlement at its own expense.

The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of damage to basement improvements and for chattels stored in basement resulting from any water seepage through the foundation walls or rupture, back-up, leakage or other malfunction or defect of the plumbing, storm or sanitary sewer or drainage systems.

The Vendor reserves the right of re-entry for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement or otherwise. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work.

The Purchaser acknowledges and agrees that the provisions of this section and all of the Purchaser's representations, covenants and obligation in the Agreement shall not merge and shall survive the closing of this transaction. The Purchaser agrees to sign all documentation required by the Vendor and deliver same on closing in order to give effect to the foregoing.

16. LIMITATION

The rights, remedies and recourses of the Purchaser in connection with this Agreement are limited to the Vendor, notwithstanding that Vendor may be, or deemed to be by law, acting as an agent or otherwise on behalf of some other person, firm or corporation and the Purchaser hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourses against such other person, firm or corporation, at law or otherwise.

17. NON ASSIGNABLE

The Purchaser covenants and agrees not to advertise for sale, list for sale, offer for sale, sell or enter into any other agreement, conditional or otherwise, to sell the Real Property or assign the Purchaser's interest in this Agreement to any person without the prior written consent of the Vendor which may be unreasonably or arbitrarily withheld. Any offering for sale, assignment, sale or other disposition of the Purchaser's interest in the Real Property or this Agreement shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement, in which event, the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further interest in the Real Property or this Agreement.

18. TENDER

The Purchaser waives personal tender and agrees that failing other mutually acceptable arrangements, tender may be validly made by the Vendor if the Vendor attends at the Registry Office in which title to the Real Property is recorded, at 12:00 noon on the Closing Date and remains there until 12:30 p.m., or at any other time of which the Vendor's solicitor notifies the Purchaser's solicitor on said date for ½ hour, and is ready, willing and able to complete this transaction. Alternatively, a tender may be validly and effectively made on the solicitor for the Purchaser, either personally or by facsimile. The Purchaser agrees that payment must be made or tendered by bank draft or certified cheque. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements to do so in case the Purchaser should complete the transaction. Notwithstanding the foregoing, in the event that the Purchaser or his solicitor

INITIAL (Purchaser) M _____ (Vendor) [Signature] 7

indicates or expresses to the Vendor or its solicitor, either verbally or in writing, on or before the Closing Date, that the Purchaser is unable or unwilling to complete this purchase transaction, the Vendor shall be relieved of any obligation to make any formal tender on the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

In the event that an electronic registration system (the "System") under part III of the *Land Registration Reform Act*, R.S.O. 1990 c. L. 4, as amended, is operative in the applicable Land Titles Office in which the Land is registered, then the Purchaser agrees to do all things necessary and as may be requested or required by the Vendor or its solicitor to complete this transaction using the System. The Purchaser acknowledges that: (i) the System is an electronic, paperless land registration System that no longer relies on signatures for such documents as a transfer/deed of land; (ii) he will not be entitled to receive the transfer/deed or land unless the balance due on closing in accordance with the Vendor's statement of adjustments is in the hands of the Vendor's solicitors (either by personal delivery or electronic funds transfer) at least one business day before the Closing Date; and (iii) the delivery and exchange of documents and money governed by the Registration Agreement (as hereinafter defined).

Where the System is operative, it will therefore be necessary for the Purchaser and the Purchaser agrees: (i) to use a lawyer authorized to use the System and who is in good standing with the Law Society of Upper Canada; (ii) to authorize and direct such lawyer to enter into the Vendor's solicitors standard form of escrow closing agreement (the "Registration Agreement") which will establish the procedures for closing the transaction; and (iii) that if the Purchaser's lawyer is unwilling or unable to complete this transaction under the System, then the Purchaser's lawyer must attend at the Vendor's solicitor's office at such time on the Closing Date as directed by the Vendor's solicitor to complete the transaction under the System utilizing the Vendor's solicitor's computer facilities and the Purchaser agrees to pay the Vendor's solicitor directly the sum of \$295.00, plus HST, for such service.

19. WHOLE AGREEMENT

The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property except as contained in this Agreement. This Agreement may not be amended other than in writing.

20. INTERPRETATION

This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement. Unless otherwise specified herein, all statements of or references to dollar amounts in this Agreement shall mean lawful money of Canada.

21. RESIDENCY

The Vendor represents that it is not a non-resident for the purposes of section 116 of the *Income Tax Act*, Canada.

22. NO REGISTRATION

The Purchaser agrees not to register nor allow or caused to be registered against title to the Land any notice, lien, execution, encumbrance or caution or other reference to this Agreement or his interest in or against the Land. If any such registration occurs, the Vendor may terminate this Agreement forthwith and the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further right to or interest in this Agreement or the Real Property. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

23. SUCCESSION

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each of the parties hereto.

24. NOTICE

Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail, or by facsimile transmission addressed to the Purchasers' solicitor or the Purchaser at his or her address listed on Page 1 hereof and, in the case of the Vendor, any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by facsimile and prepaid mail to the Vendor's solicitor and a copy to the Vendor at the addresses indicated herein. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the

INITIAL (Purchaser)

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third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered or sent by facsimile transmission.

25. DEFAULT

(a) In the event that the Purchaser defaults with respect to any of the covenants, representations, warranties, acknowledgements or obligations to be performed by the Purchaser pursuant to this Agreement and such default continues for seven (7) days after written notice thereof has been given to the Purchaser or his solicitor by the Vendor or its solicitor, or in the event the Purchaser fails to complete the transaction on the Closing Date the Vendor shall have the right to declare this Agreement null and void and, in such event, the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty and without prejudice to or limiting the rights of the Vendor to claim for damages in excess of such amounts and without limiting any other rights or remedies to which the Vendor may be entitled in law.

(b) **EVIDENCE OF DEFAULT**

A certificate of an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been mailed to the Purchaser, shall be conclusive evidence of the facts therein stated.

(c) **DOCUMENTS IF TRANSACTION DOES NOT CLOSE**

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

26. RIGHTS OF VENDOR

It is understood and agreed that the rights contained in paragraph 25 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to 5% above the Prime Rate, calculated from the due date to the date of payment. Prime Rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which Royal Bank of Canada establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time.

27. GRADING/FENCING

(a) The Purchaser covenants that he will not remove any topsoil or subsoil or do anything which may alter the grading or change or obstruct the drainage of the Real Property or surrounding lands and shall not construct any fences, pools, patios, sheds or similar structures prior to final grading approval, without the Vendor's consent and, upon default, the Developer, the Municipality or the Vendor or their respective servants, agents, successors and assigns may enter upon the Real Property and correct such grading or remove such obstruction at the Purchaser's sole expense. Any expense incurred by the Developer, the Municipality or the Vendor in this regard shall be payable by the Purchaser forthwith upon demand. Some settlement of the Land is to be expected and the Purchaser shall repair minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided as a result of the remedying of such defects.

(b) The Purchaser will not, prior to lot grading completion and Municipal approval therefor, install any fence, deck, storage shed or other structure on the Land. In order to provide side-yard access between buildings so that abutting house purchasers can repair and maintain their respective side-yard building portions, no side-yard fence or storage shall be permitted from 3 meters back of the common side-yard's most rear structure to the frontage street. No fence along a lot boundary abutting a street, open space or parkland will be installed except in compliance with the requirements of the development architect as to fence type, design and finishing as well as fence height and location. The Purchaser will not install any boundary fence except in accordance with

Municipal requirements, and if the Purchaser installs a fence that runs along the boundary of any lands then owned by the Developer, the Developer will have no obligation to pay any portion of the fence cost. The Purchaser will maintain any fence along or adjacent to the lot boundary and will not remove, place a gate in or otherwise alter such fence.

28. TEMPORARY EASEMENT

The Purchaser shall grant a temporary right-of-way over the rear ten feet (10') of the Land over the full width to all purchasers in the subdivision, their agents and workmen through, along and over the said Land for the purpose of reaching their own land or transporting materials, machinery or equipment thereto until such time as roads and streets are useable and the Purchaser agrees to keep such right-of-way clear of surface earth or material.

29. RIGHT OF RE-ENTRY

The transfer herein shall contain a provision that the transfer/conveyance is subject to the rights of the Vendor, Municipality/Region and/or other service provider, their successors and assigns, in the nature of a license or easement for themselves and parties authorized by any of them to enter upon any part of the Land excluding the dwelling at any time prior to the complete acceptance of the subdivision by the Municipality for the purpose of doing any work as may be required in order to satisfy the requirements to the Subdivision Agreement or of any other agreement with the service providers entered into or to be entered into by the Subdivider, including without limiting the generality of the foregoing, the right to complete or adjust the grading and/or drainage of any of the Land and effect any corrective measures required without such re-entry being deemed a trespass. The Purchaser covenants that in any transfer or disposition to any subsequent party, it shall reserve unto and assign the benefit of a similar right to re-entry to the Vendor, Municipality, Region and other service providers, and parties authorized by any of them. The aforesaid covenant shall be included in the Transfer/Deed to the Purchaser and shall run with the land conveyed to the Purchaser. The Purchaser, is hereby advised that the proposed lot grading may require the use of retaining walls, fences, easements for drainage purposes, culverts, drains, catch basins and/or lot sloping. Any such retaining walls and fences shall be maintained in good condition and repair solely at the cost and obligation of Purchaser. Purchaser agrees to allow the erection and maintenance on the land of entry features or other structures and hereby consents to allow the erection and maintenance thereof after closing. The Purchaser is hereby given notice that the Land may require some or all of the aforementioned.

30. MAINTENANCE OF SOD

The Purchaser shall be solely responsible for watering and general maintenance of the sod from the Closing Date or from the date that the sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Purchaser shall be solely responsible to pay for same, plus an administrative fee thereon, and the Vendor may, but shall not be obligated to do so until payment has been made therefore by the Purchaser.

31. DRIVEWAY

The Purchaser shall be solely responsible for any settlement of the driveway after the Closing Date. Purchaser acknowledges that it has been advised by Vendor that settlement is likely to occur after Closing. Purchaser agrees that it will at no time modify, extend, enlarge or change the driveway or its dimensions or location. If the Purchase Price specifically includes the paving of the driveway, Vendor shall only have an obligation to pave such driveway to the access point of lot and on the portion of the lot owned by Purchaser, only once and such paving, it is agreed, shall occur within 24 months after Closing, subject to weather conditions. Purchaser specifically agrees that in the event that Vendor does not have any obligation to pave the driveway, the Purchaser will pave the driveway and will not take any other steps or actions to damage, alter, move or interfere with any water box(es) located thereon. Purchaser shall be liable for all damage, loss and expense caused to the water box(es). Purchaser agrees to consult with and obtain the approval of the Vendor, Subdivider, or Municipal Water Department prior to commencing any work in, on or around the water box(es). On certain lots, service trenches cross the driveway and settlement may occur. Purchasers are also advised that prior to paving, they should ensure that there is no further settlement taking place.

32. REZONING

The Purchaser acknowledges receipt of notice from the Vendor that the Developer, Subdivider or its related/associated corporation(s) may develop other lands in the vicinity of the herein Land and apply for zoning/rezoning thereof, and the Purchaser agrees on behalf of himself, his heirs, executors, administrators, successors and assigns to consent to any such development zoning/rezoning application, and agrees that this paragraph may be pleaded as a bar to any objection thereto. The Purchaser covenants with the Vendor to the intent that the burden of this covenant shall run with and be binding upon the Land

INITIAL (Purchaser)

(Vendor)

to be conveyed hereunder and every part hereof and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Vendor and its predecessor and successors in title within the Subdivision or contiguous thereto, that the Purchaser will not oppose any application for severance or for rezoning (including all applications ancillary hereto) by the Vendor and its predecessor and successors or assigns in the Subdivision or contiguous there, for use as a commercial, industrial or multiple family purposes and that this covenant may be pleaded by the said Vendor, its predecessor, successors or assigns, as an estoppel to any such opposition or in aid of an injunction restraining such opposition. The Purchaser shall extract a similar covenant from all successors in title. Without limiting the generality of the foregoing, the Vendor or its predecessor may apply for, and the Purchaser will not oppose, any application for zoning in accordance with the present Official Plan.

33. SUBORDINATION AND POSTPONEMENT

The Purchaser acknowledges that the Vendor is or may be borrowing money from a financial institution to be secured by one or more charges registered or to be registered against the Real Property and the Purchaser agrees that this Agreement, any interest of the Purchaser in this Agreement (whether such interests are in equity or at law), and any and all Deposits paid or to be paid by the Purchaser pursuant to this Agreement and any purchaser's lien arising by the terms of this Agreement or from the payment of any Deposit pursuant to this Agreement or arising by operation of law is hereby subordinated and postponed to and will be subordinated and postponed to any mortgages, charges, debentures and trust deeds registered or to be registered against title to the Real Property and any advances thereunder, made from time to time, and to any easement, license or other agreements to provide services to the Real Property or to any lands adjacent thereto. The Purchaser agrees to execute any and all documentation necessary to give full force and effect to same forthwith after being requested to do so by the Vendor.

34. PURCHASER'S DOCUMENTS TO BE DELIVERED ON CLOSING

The Purchaser agrees to forthwith execute and deliver to the Vendor, on or before Closing, or at such other time as advised by the Vendor, all documents as may be required by the Vendor in order to close this transaction including but not limited to (i) the execution of the transfer by the Purchaser (ii) the execution and delivery of the Vendor's standard form of Purchaser's Acknowledgement and Undertaking as may be required by the Vendor; and (iii) any form of written acknowledgement by the Purchaser relating to lot grading and other subdivision matters.

35. INVALIDITY

The invalidity of any particular paragraph of this Agreement shall not affect the validity of any other provision and, in such event, this Agreement shall be construed as if such invalid provision was omitted.

36. 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, 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.
- (b) At any time prior to the Closing 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 Ontario New Home Warranty Plan Act and upon any such assignee assuming all obligations under this Agreement and notifying 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.

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

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Real Property, including without limitation the

Purchaser's name, home address, email address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired home design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future Real Property declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other Real Property projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new Real Property and/or related services to the Purchaser and/or members of the Purchaser's family;
- (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider and/or excess Real Property deposit insurer, required in connection with the development and/or construction financing of the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), 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;
- (e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Home and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (f) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide such personal information to entity providing security alarm systems and services;
- (g) 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), and Canada Revenue Agency (i.e. with respect to HST);
- (h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the *Income Tax Act*, R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and
- (j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

38. ACCEPTANCE

This offer shall be irrevocable by the Purchaser until 11:50 p.m. on the 1st business day for 3 business days after the Purchaser signs this Agreement, after which time, if not accepted, this offer shall be null

INITIAL (Purchaser)  _____ (Vendor)  2

and void. If accepted, this offer, subject to applicable three (3) day review period set out in Schedule "D" only if applicable, shall constitute a binding Agreement of Purchase and Sale. The Purchaser acknowledges that the Purchaser shall be responsible for determining whether the Vendor has accepted this Agreement. In this regard, the Purchaser shall contact the Vendor or the Vendor's sales agent to determine whether the Agreement has been accepted by the Vendor. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for notifying the Purchaser that the Agreement has been accepted by the Vendor, nor shall the Vendor be responsible for delivering a fully executed copy of the Agreement to the Purchaser. The Purchaser shall be responsible for obtaining a copy of the fully executed Agreement from the Vendor or from the Vendor's sales agent.

39. SCHEDULES

All Schedules and Addendum being Schedules "A" (items included), "B" (Lot on draft Plan of Subdivision), "C" (Additional Provisions), and "D" (Tarion Addendum) attached to this Agreement shall form a part of it.

SIGNED, SEALED AND DELIVERED

Dated this 25th day of January, 2017.

In the presence of:



Purchaser 1: Makwesh

Driver's License No: H9455-51007-95613

S.I.N. No.: _____

Purchaser 2: _____

Driver's License No.: _____

S.I.N. No.: _____

Solicitors for the Purchaser: _____

Telephone No: _____

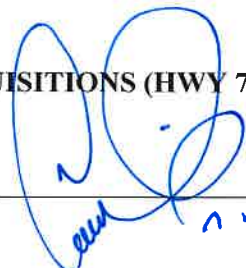
Fax No.: _____

Email: _____

The Vendor hereby accepts the above offer.

DATED this 25th day of January, 2017.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: 

Solicitors for the Vendor:
NORMAN H. WINTER
416.964.0325
nw@nwinlaw.com
LAW OFFICES OF NORMAN H. WINTER
1 St. Clair Avenue East, Suite 801,
Toronto, Ontario M4T 2V7 Canada - T. 416.964.0325 - F. 416.964.2494

Features and Finishes

ARCHITECTURAL FEATURE

Architecturally controlled streetscapes with pleasing exterior colour schemes, styles and elevations.
Precast concrete and / or stucco window sills, headers and arches, per elevation
35 year self-sheathing shingles
Low maintenance aluminum soffits, fascia, downspouts and eaves troughs
Prefinished aluminum roll-up garage doors with tempered and thermal privacy glazing.
Designer decorative exterior lights on front and rear facades
Fully sodded lot, where applicable
Fully paved driveway consisting of a base and top coat finish
Luxurious Stone Veneer and Brick Exteriors
Spacious Decks, where grade permits
Vinyl Sliding Doors with Screen, per elevation
Vinyl casement windows, air tight
All operating windows will be screened
8' high wood insulated front entry door with accenting glass inserts
Garage to house entry door, where grade permits
Front entry doors with brushed silver grip set, and passage and deadbolts used all on side and rear entry doors with matching floor mounted doorstops (except for sliding doors)

INTERIOR FEATURES

Smooth ceilings throughout
8 foot wood grain front doors
Ceiling height of approximately 9' on Main
Porcelain 12" x 24" tile in Baths and Laundry
Upgraded casings and millwork - 3" window and door casing, 5" baseboard
Two tone paint - Semi gloss white shade on casings and millwork and flat high grade paint on the walls in a neutral tone selected from 5 colours in our Design Centre
Approximately 7' high interior doors throughout
Stained Oak Stairs to match wood flooring, with buyer's choice of Iron or Wood Pickets
Smart system Programmable Home Thermostat from NEST
Rough-in for Security Alarm
Garage Door Opener
High efficiency furnace and air conditioning units per suite
Vented Cold Cellars with interior Light, where applicable
Spray Foam Insulation over Garage Ceilings
Single handle faucets in Kitchen & Bathrooms
Pre-wired for Phone, Cable, Internet in Bedrooms and Main living areas
Your choice of traditional or contemporary fireplace where plan permits

FLOORING

Imported 12" x 24" porcelain tile in the foyer, powder room, laundry room and all bathrooms (per plan) selected in our Design Centre
High style 3 1/8" inch wood plank floor, engineered to be used everywhere in your home, except the bathrooms, laundry room and foyer
Engineered Floor Joist System

DESIGNER KITCHEN

High grade, 5-piece panel style Kitchen Cabinetry, with extended uppers

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with one double basin under mount sink

Custom backsplash - either tile or painted glass

Chrome Riobel Kitchen faucet. A single handle faucet with integrated pull-out spray handle

Deluxe Stainless Steel Appliance Package (Refrigerator, Stove, Microwave and Dishwasher)

BATHS

High grade, 5-piece panel style Bathroom Vanity Cabinets

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with under mount sink in first Master Ensuite

Single-hole chrome superior Riobel faucet package in each bath, with mechanical pop up drain.

Frameless Glass Showers with a Light, where applicable

Rain showers in the Master bathroom

Custom wall tile, Floor to ceiling in the bath and shower areas, with accent tile design

Toto toilets

Shut off Valves installed for all Sinks & Toilets

Full, 4-piece bathroom in all finished basements

Vanity to ceiling mirrors in baths

Upgraded light fixtures on mirrors in all baths

LAUNDRY ROOMS

Full sized Washer & Dryer

Laundry tubs, as per plan

All required plumbing, electrical and venting rough-ins

Modern open shelf storage cabinets above the laundry tub, as plan permits

COMFORT FEATURES

Control switch located in the interior of the home near the garage to power off the garage door opener for added safety and security

Capped gas line at the outside rear of the home for future barbeque hook up

Complete central vac system in the garage

Smoke and carbon monoxide detectors installed and hard wired as per Building Codes

NEST Smart technology thermostat compatible with your smart phone for energy saving

Door chimes for the front door

Duct work sized for air conditioner installed

Two exterior water taps

Pre-wires for Phone, Cable, Internet in Bedrooms and Main living areas

White Decora Light Switches & Plugs

LIGHTING ELECTRICAL AND TECHNOLOGY

100 AMP electrical service

15 LED, energy saving pot lights on main floor

One exterior seasonal electrical outlet

European height white Decora plugs and switches throughout, per electrical standard specifications

Ceiling light fixtures in all rooms with the exception of the living room, which will have a switched wall outlet

Weather proof exterior outlets, one at the front of the home and one at the rear of the home
Electrical wall outlets in the garage and an electrical outlet for the garage door and opener

SUPERIOR CONSTRUCTION

Approximately 8' poured concrete walls with heavy duty damp proofing, drainage board, weeping tiles and full height blanket insulation

Tongue and groove subfloor to be glued, screwed and sanded

2 X 6 exterior wall construction

Conventional air circulating system

High efficiency gas furnace

Poured concrete porch

Reinforced concrete garage floors and grade beams

Spray foam insulation in the garage ceiling below livable areas as well as all cantilevered box out window areas

Finished basements

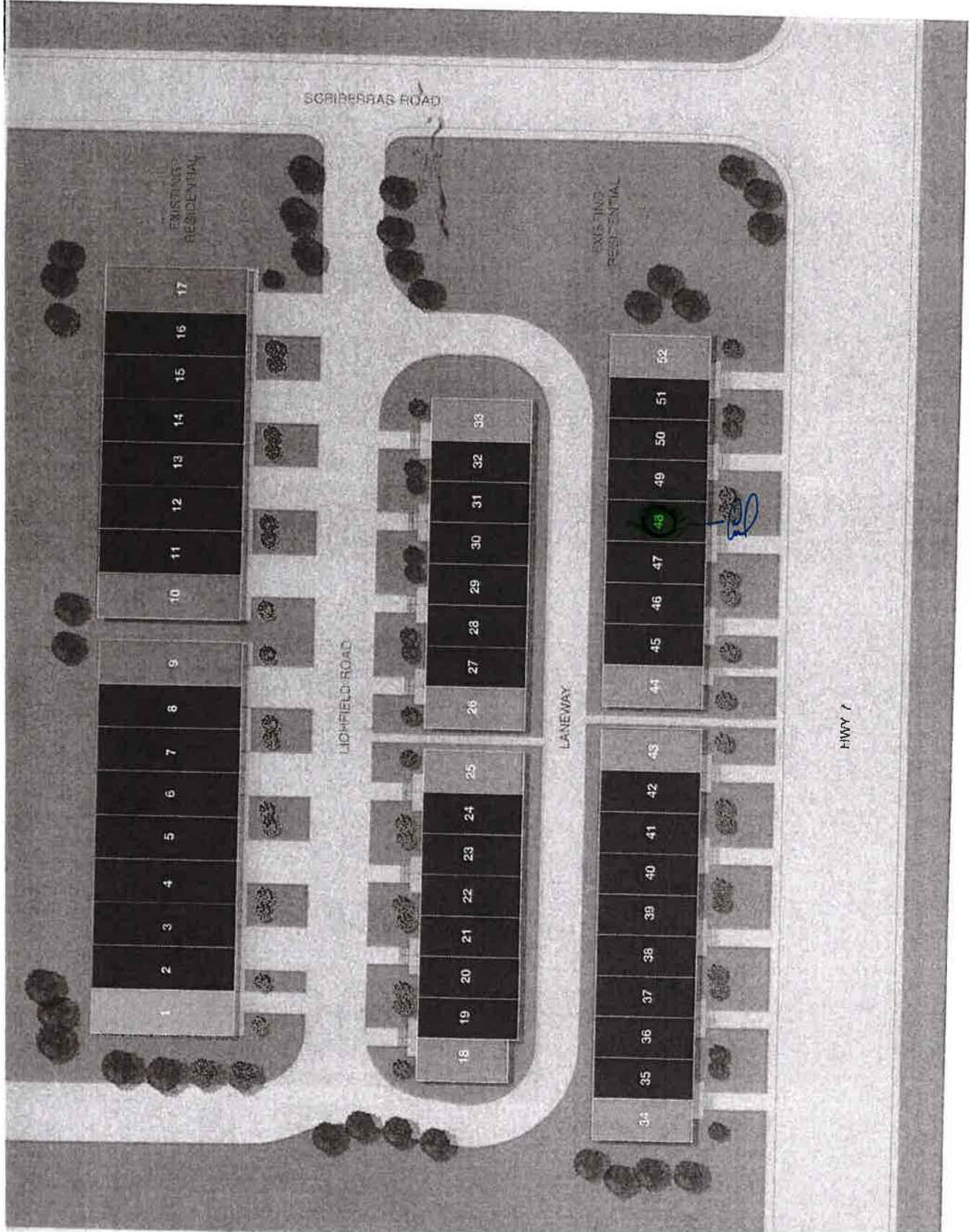
HOMEOWNER WARRANTY PROTECTION

The Tarion Warranty offers: Seven (7) year protection on all structural defects

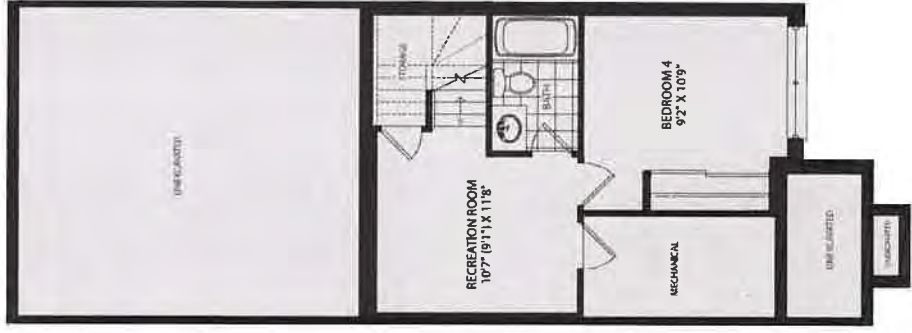
Two (2) year protection on mechanicals and materials including electrical, plumbing, heating and distribution systems, all exterior cladding, windows and doors

One (1) year protection on all workmanship and material defects





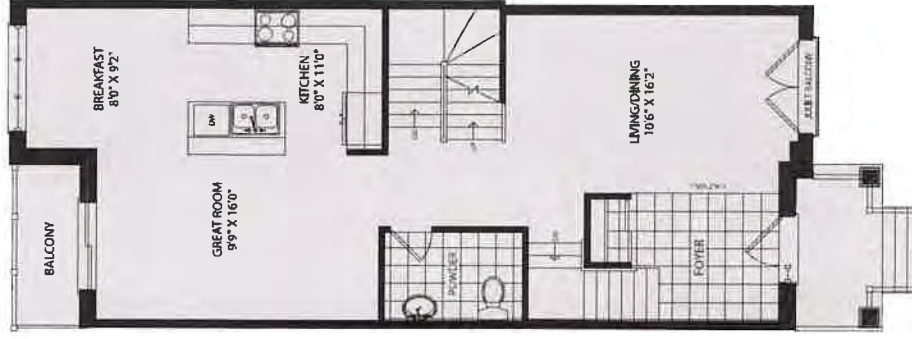
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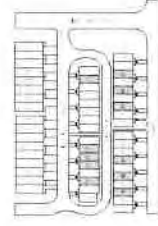
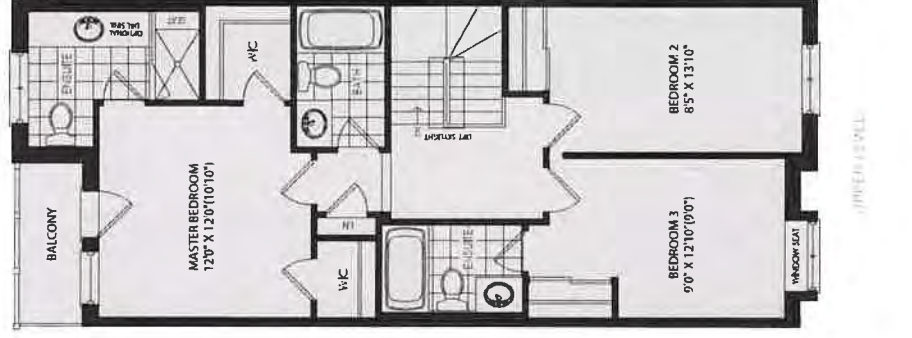
Second Floor Plan



Third Floor Plan



Main Floor Plan



Handwritten signatures and initials in blue ink.

UPTOWN COLLECTION U23
TOTAL LIVING AREA 2,211 SQ. FT.

SCHEDULE "C"

ADDITIONAL PROVISIONS

1. HARMONIZED SALES TAX

The Purchaser and Vendor hereby acknowledge and agree that subject to compliance with and accuracy of the Purchaser's representations, warranties, acknowledgements, covenants and agreements herein the Purchase Price includes the Harmonized Sales Tax ("HST") exigible pursuant to Part IX of the Excise Tax Act (Canada) (the "HST Legislation"), net of the new housing rebate permitted under the HST Legislation, if any (the "Rebate").

The Purchaser acknowledges and agrees that the Vendor shall insert in Box 4 of the Transfer/Deed of Land delivered on Closing relating to the Real Property the actual consideration for the Real Property, being the Purchase Price less HST net of the Rebate, if any.

The Purchaser hereby covenants and agrees that he/she is acquiring the Real Property for use as his/her primary place of residence (as defined in the HST Legislation). The Purchaser further covenants and agrees that, forthwith after Closing, he/she shall personally occupy the Real Property or cause one or more of his/her relations (as defined in the HST Legislation) to occupy the Real Property as his/her primary place of residence for such period of time as required by Canada Customs and Revenue Agency pursuant to its administrative guide lines or under the HST Legislation in order to entitle the Purchaser to the Rebate.

The Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he/she may have on Closing or thereafter to any rebates, refunds or credits pursuant to the HST Legislation, including without limiting the generality of the foregoing, the Rebate.

The Purchaser covenants and agrees to execute and deliver to the Vendor on Closing all applications, assignments, authorizations, directions, forms and such other documents as may be requested by the Vendor or its solicitors to verify entitlement to such rebate, refund or credit and to effect the proper assignment thereof to the Vendor including, without limiting the generality of the foregoing, an independent form of the Purchaser's covenant to assign set out above.

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

In the event that the Purchaser does not qualify for the Rebate, the Vendor agrees to pay the HST exigible with respect to the purchase of the Real Property and the Vendor acknowledges that such HST is included in the Purchase Price provided, however, the Purchaser shall reimburse the Vendor as an adjustment on Closing with the amount equal to the Rebate to which the Purchaser would have been entitled if the Purchaser had qualified for the Rebate.

2. RESTRICTIONS AND NOTICES PURSUANT TO THE SUBDIVISION AGREEMENT

The Purchaser hereby acknowledges that title to the Lands will be subject to a Subdivision Agreement with The Corporation of the Town of Markham and or the Region of York, which Agreement may contain warning clauses and restrictions which the Vendor is required to bring to the attention of the Purchaser by incorporating same into this Agreement. The Purchaser acknowledges that the Subdivision Agreement will be registered against title to the Real Property prior to the Closing Date. The Purchaser acknowledges and agrees that his solicitor will search title to the Real Property prior to the Closing Date and shall be responsible for reviewing the Subdivision Agreement and identifying for the Purchaser any warning clauses and/or restrictions, if any, which are prescribed by the Subdivision Agreement. The Purchaser's solicitor shall be responsible for explaining the nature and importance of any such warning clauses and/or restrictions to the Purchaser. The Purchaser acknowledges and agrees that, on registration of the Subdivision Agreement against title to the Real Property, all warning clauses and/or restrictions prescribed by the Subdivision Agreement shall be deemed to be incorporated into and shall be deemed to form a part of this Agreement and, if required by the Vendor or the Municipality, the Purchaser covenants and agrees to execute, on or prior to Closing an acknowledgement and/or amendment in that regard, without same affecting the balance of this Agreement.

3. PURCHASER'S FINANCING

The Purchaser hereby covenants and agrees to provide to the Vendor such financial information regarding the Purchaser forthwith after the Purchaser signing this Agreement, and thereafter as the Vendor may require from time to time prior to the Closing Date for the purpose of confirming that the Purchaser has the financial capability of completing the transaction of purchase and sale contemplated by this Agreement. If the Purchaser fails to provide such information within ten days of the request for same by the Vendor, then the Purchaser shall be considered to be in default pursuant to this Agreement. In the event that the Vendor is not satisfied, in its sole and absolute discretion, with the financial strength of the Purchaser or with the completeness and accuracy of the information provided by the Purchaser, the Purchaser hereby acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

INITIAL (Purchaser) _____ (Vendor) _____

- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

In the event that the Purchaser is arranging mortgage financing for the purpose of completing the transaction of purchase and sale on the Closing Date, the Purchaser hereby covenants and agrees to apply for such mortgage financing within 10 days from the date of acceptance of this Agreement by the Vendor and forthwith provide the Vendor with evidence of said application and a copy of approval or rejection. In the event that the Purchaser fails to diligently comply with this provision, the Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

4. LOT NUMBERS

If on or after registration of the plan of subdivision, and any subsequent subdivision or reference plan, the lot number of the Land is changed, the Purchaser agrees to accept such variation in lot number, and this Agreement shall be read with all amendments required thereby.

5. CERTIFICATE OF OCCUPANCY

The Certificate of Occupancy issued by the Municipality will document the building inspection history, including mandatory inspections which were not conducted.

6. SPECIFIC RESTRICTIONS AND NOTICES WHICH MAY AFFECT THE LOT PURSUANT TO THE SUBDIVISION AGREEMENT

TO BE DETERMINED.

7. FENCING FEATURES

The Purchaser covenants and agrees that all fencing adjacent to road allowances and walkways will be erected entirely on private property and will not be erected on the lot line or into any road allowance or public property.

8. COMMUNITY MAILBOXES

Purchasers are advised that mail delivery will be from a designated Community Mail box.

INITIAL (Purchaser)  (Vendor) 

SCHEDULE "D"

TARION WARRANTY CORPORATION
THIS DOCUMENT CONTAINS IMPORTANT INFORMATION
FOR THE CONSUMER

ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

This addendum forms part of the Agreement of Purchase and Sale between:

Mahvesh Hussain

("Purchaser")

and

SUNRISE ACQUISITIONS (HWY 7) INC.

("Vendor")

dated January 25, 2017 .

(the "Agreement")

INITIAL (Purchaser)



(Vendor)



Property Lot 48

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: 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. You can also obtain a copy of the Homeowner Information Package which 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 Sunrise Acquisitions (Hwy 7) Inc.
Full Name(s)

PURCHASER Mahvesh Hussain
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 29th day of March, 2019.

A **Second Tentative Occupancy Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Occupancy Date. The Second Tentative Occupancy Date can be up to 120 days after the First Tentative Occupancy Date, and so could be as late as: the 29th day of July, 2019.

The Vendor must set a **Firm Occupancy Date** by giving proper written notice at least 90 days before the Second Tentative Occupancy Date. The Firm Occupancy Date can be up to 120 days after the Second Tentative Occupancy Date, and so could be as late as: the 26th day of November, 2019.

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.

The Vendor can set a Delayed Occupancy Date that is up to 365 days after the earlier of the Second Tentative Occupancy Date and the Firm Occupancy Date: This **Outside Occupancy Date** could be as late as: the 28th day of July, 2020.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy twice by up to 120 days each time by setting a Second Tentative Occupancy Date and then a Firm Occupancy Date in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 28th day of December, 2018.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

Notice of a second delay in Occupancy must be given no later than: the 30th day of April, 2019.

(i.e., at least **90 days** before the Second Tentative Occupancy Date), or else the Second Tentative Occupancy Date becomes the Firm Occupancy Date.

3. 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 27th day of August, 2020.

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, 11 and 12 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 30th day of JANUARY, 2019.

VENDOR: _____

PURCHASER: Mahvesh

**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 freehold but also involves an interest in a common elements condominium corporation. 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	Sunrise Acquisitions (Hwy 7) Inc		
Full Name(s)	46593		
Tarion Registration Number	905-597-3333		
Phone	905-597-3334		
Fax			
	50 West Wilmot St., Suite 100		
	Address	ON	L4B 1M5
	Markham	Province	Postal Code
	City		
	info@sunrisehomes.ca		
	Email*		

PURCHASER	Mahvesh Hussain		
Full Name(s)	24 Sutherland Drive		
Address	Toronto	ON	M4G 1G8
Phone	City	Province	Postal Code
Fax			
	416-399-2869		
	mahveshh@yahoo.com		
	Email*		

PROPERTY DESCRIPTION

4146 Hwy 7			
Municipal Address	Markham	ON	L3R 0W9
City		Province	Postal Code
Short Legal Description			

Number of Homes in the Freehold Project 52 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. Yes No
 If yes, the plan of subdivision is registered. Yes No
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. Yes No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: Yes No
 (i) water capacity; and (ii) sewage capacity to service the Property.

If yes, the nature of the confirmation is as follows:

DPA

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

- (c) A building permit has been issued for the Property. Yes No
- (d) 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 Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description for the related common elements condominium corporation.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Occupancy Date:** The Vendor may choose to set a Second Tentative Occupancy Date that is no later than 120 days after the First Tentative Occupancy Date. The Vendor shall give written notice of the Second Tentative Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (d) **Firm Occupancy Date:** The Vendor shall set a Firm Occupancy Date, which can be no later than 120 days after the Second Tentative Occupancy Date or, if a Second Tentative Occupancy Date is not set, no later than 120 days after the First Tentative Occupancy Date. If the Vendor elects not to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. If the Vendor elects to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Second Tentative Occupancy Date, or else the Second Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, 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 11.

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 (j), (k) and (l) 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 (j), (k) and (l) 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:

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:

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 First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative 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 (l) 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) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) 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 a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) 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.
- (l) 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 11(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 11(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.

9. Occupancy

If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

MISCELLANEOUS

10. 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.

11. 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 or Schedule C.
- (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.

12. 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 11(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.

13. Definitions

"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 the 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 home.

“**Critical Dates**” means the First Tentative Occupancy Date, the Second Tentative Occupancy Date, 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.

“**First Tentative Occupancy Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“**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 on or before Closing.

“**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 freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

“**Purchaser's Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

“**Second Tentative Occupancy Date**” has the meaning given to it in paragraph 1(c).

“**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.

14. 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.

15. 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 15, 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.

16. 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 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) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold 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.

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
- (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
- (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
- (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

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).

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

- 2.

- 3.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

2.

3.

SCHEDULE C

Terms of Occupancy Licence

If the purchaser takes Occupancy of the home before the date of Closing or is required to do so under the Purchase Agreement, then the following provisions shall apply:

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly **Occupancy Fee** from and after the Occupancy Date which shall not exceed an amount calculated as follows:
 - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
 - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
 - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

The Occupancy Fee shall be payable on the first day of each month in advance until the date of Closing. The Occupancy Fee is a fee for the use of the home and no part of it shall be credited as payments on account of the Purchase Price. If Occupancy does not occur on the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month.

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
 - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
 - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
 - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
 - (d) may withhold consent to an assignment of the right to use CEC property; and
 - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.

9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
11. In accordance with section 58(1).4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
13. 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 home by the supplier of such services.
14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

DISCLOSURE STATEMENT
(under subsection 72(3) of the Condominium Act, 1998)

1. **DATE OF DISCLOSURE STATEMENT** __3__ day of June, 2016
2. **TYPE OF CORPORATION** The Corporation is a freehold condominium corporation that is a common elements condominium corporation.
3. **NAME AND MUNICIPAL ADDRESS OF DECLARANT**
 - (a) **Name of Declarant:** Sunrise Acquisitions (HWY 7) Inc.
 - (b) **Municipal Address of Declarant:** c/o Sunrise Homes Ltd.
50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (c) **Mailing Address of the Condominium:** 50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (d) **Municipal Address of the Condominium:**

There is presently no municipal address for the Common Elements Condominium Corporation. It is intended that the Common Elements Condominium Corporation shall consist primarily of common driveways and walkways and shared services including hydro and gas, and storm and sanitary sewers. The parcels of tied land shall have municipal addresses assigned to them in such fashion as may be determined by the municipality.

4. **GENERAL DESCRIPTION OF THE PROPERTY**

- (a) **Division and Composition of the Project**

The proposed Condominium is a freehold condominium that is a common elements condominium corporation as defined by the Act.

The Declarant proposes to develop a common elements condominium that will be comprised, for the most part, of common driveways and walkways with various shared services including hydro, telephone, gas, and cable, and storm and sanitary sewers located within the common elements. The Condominium is to be developed in conjunction with the development of thirty five (35) townhouse dwellings. Each of Lots 1 through 35 shall form one parcel of tied land ("POTL") on which townhouse dwellings shall be constructed.

A common interest in the Condominium shall attach to each POTL, described in the Declaration, and cannot be severed from any POTL upon a sale or enforcement of any encumbrance registered against title to a POTL.

Delivered to each Purchaser with this Disclosure Statement is a reduced copy of the preliminary draft Condominium Plan showing the location of the Condominium, Draft Site Plan. The actual location of certain structures may be altered and/or revised to comply with the final site plan and other approvals from the appropriate governmental authorities. Purchasers are advised that, at present, certain services and facilities intended to be located beneath or within the internal road or on Condominium Property to service the development may be required to be located in areas outside the Condominium Property, and therefore may be located within the proposed POTLs. Accordingly, these areas may be subject to easements in favour of the Corporation or other owners enjoying the use of such services for access, use, repair, maintenance and replacement of such services or facilities.

 1

The Declarant reserves the right to increase or decrease the number of POTLs, provided that each Purchaser's proportionate share of the common expenses shall not increase in a material fashion, and any such changes shall not constitute a material change.

Purchasers of POTLs are advised that during the construction of the Condominium and of the dwellings on the POTLs, the Declarant, its workmen, trades, suppliers, agents, contractors and servants shall be entitled to use those portions of the common elements as may be necessary. Purchasers are advised that construction activity may result in noise, dust, debris and heavy traffic during the day and may interfere with the ordinary use and enjoyment of the Condominium and the POTLs. The Declarant shall make reasonable efforts to minimize such disruption during the course of construction, but nothing shall derogate from the right of the Declarant to complete construction.

(b) Proposed Types and number of Buildings and Units

The Condominium shall consist of common roadways, with the POTLs located adjacent to the Condominium.

(c) Utilities and Other Services

Hydro service supplied to the common elements will be bulk metered and billed directly to the Condominium Corporation by the utility and included in the budget.

It is presently anticipated that there will be no door to door mail delivery, and mail delivery to a communal mail box will be available to the POTLs.

(d) Amenities

Perimeter fencing or a privacy hedge of trees may be required along the edge of the roadway where there is no outlet and will be maintained by the Condominium Corporation and are included in the budget. Privacy fencing required for all POTLs, along with retaining walls and acoustical walls which may be required for some of the POTLs, will be maintained by the owners of the POTLs and shall not be an obligation of the Condominium Corporation.

(e) Easements and Restrictions

The Condominium shall be subject to such easements as disclosed by registered title and described in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the property as of the date of this Disclosure Statement, further easements are contemplated to be registered. These easements may include an easement for vehicular and pedestrian ingress and egress, for utilities, and for storm and sanitary sewers. Some easements have been described in this Disclosure Statement in a general nature and will be finalized once the specific locations and nature of such easements have been determined.

The POTLs will be subject to easements in favour of the Condominium Corporation for the purposes of installing, maintaining, repairing and replacing, as required, any services which are necessary for the common elements or for providing services to the owners of the POTLs.

5. DECLARATION, BY-LAWS, RULES AND INSURANCE TRUST AGREEMENT

Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws, Rules and Insurance Trust Agreement.

6. BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION

(a) Proposed Management Agreement (Section 111 of the Act)

The Corporation will enter into a management agreement following registration of the Condominium for the first year following registration. A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the proposed Management Agreement for an understanding of the provisions contained therein.

(b) Other Agreements (Section 112 of the Act)

Such contracts as may be necessary or required for the provision of services to the Condominium may be entered into, including, without limitation, electrical services, landscaping, snow removal, provision of supplies, insurance, legal and accounting services, and other such matters as may be required for the orderly operation of the business of Corporation.

(c) Proposed Insurance Trust Agreement (Section 114 of the Act)

Corporation will not enter into an insurance trust agreement following registration of the Condominium.

7. MISCELLANEOUS MATTERS

(a) ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

The Property is not subject to ONHWPA. The Declarant does not intend to enroll the Property under ONHWPA.

(b) The Declarant reserves the right to market POTLs in blocks to investors, but has no present intention of doing so. No restriction has been placed on the number of POTLs that may be purchased by an individual or a corporation.

(d) Declarant does not intend to cause Corporation to amalgamate with another corporation nor does Declarant have any knowledge that Corporation intends to amalgamate with another corporation.

(e) No building on the Property has been or will be converted from a previous use and no buildings are proposed to be constructed on the Property aside from a construction office and/or a sales office which shall remain on the Property until such time as the POTLs are sold.

(f) A Budget Statement for the one year period immediately following registration of Declaration and Description is included with this Disclosure Statement.

(g) There are no fees or charges that Corporation is required to pay to Declarant or another person except as set forth in the Budget. Refer to Budget for all expenses of Corporation and services being provided.

(h) Pursuant to subsection 82(8) of the Act, Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest Declarant is required to pay to purchaser under Section 82 of the Act.

(i) Declarant does not intend to permit any part of common elements to be used for commercial or other purposes not ancillary to residential purposes on the POTLs.

(j) Declarant does not intend to provide any major assets or property to Corporation.

(k) There are no units, assets or services that Corporation is required to acquire nor are there any agreements or leases that Corporation must enter into with Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of Declarant.

(l) Declarant owns lands adjacent to the Condominium lands which are presently vacant and which will comprise the POTLs. Application for site plan approval

from the City of Markham is pending.

(m) No part of the common elements is subject to a lease or license.

8. **RESCISSION RIGHTS (Section 73 of the Act)**

The following is a copy of Section 73 of the Act which sets out the rescission rights available to a Purchaser of a Unit in the Condominium:

"(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registrable form.

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

(a) the date that the purchaser receives the disclosure statement; and

(b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

(3) If a declarant or the declarant solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it."

10. **RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)**

The following is a copy of Section 74 of the Agreement which sets out what constitutes a "material change" and the rescission rights available to a purchaser of a POTL in the event of a material change:

"(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

(2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

(a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;

(b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turnover meeting has been held under section 43;

(c) a change in the portion of units or proposed units that the declarant intends to lease;

(d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been

completed as of the date on which the disclosure statement was made; or

(e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality for the Minister of Municipal Affairs and Housing, as the case may be as described in that subsection if the unit or the proposed unit is in a vacant land condominium corporation.

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Ontario Court (General Division) for a determination whether a change or a series of changes set out in the statement or notice is a material change.

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Ontario Court (General Division) makes a determination under subsection (5) or (6) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Ontario Court (General Division) for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application under subsection (5).

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

(10) The declarant shall make the refund,

(a) within 10 days after received a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).

A handwritten signature in black ink, appearing to be the initials 'MB' followed by a flourish.

DECLARATION

COMMON ELEMENTS CONDOMINIUM

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

SUNRISE ACQUISITIONS (HWY 7) INC.

(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Markham, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property"; and
- B. The Declarant intends that the Property shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold common elements condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I – INTRODUCTORY

1.1 Common Elements Condominium

The registration of this Declaration and the Description will create a freehold common elements condominium corporation.

1.2 Division of POTLS

A parcel of tied land may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a parcel of tied land.

1.3 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Board" means the Corporation's Board of Directors;
- (b) "By-Laws" means the by-laws of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property;
- (d) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (e) "Owner" means the Owner or Owners of the freehold homes in a POTL and who owns, pursuant to the Act, a common interest in the common elements, but does not include a mortgagee of a POTL unless in possession;

- (f) "POTL" or "POTLS" means the parcel or parcel(s) of tied land to which a common interest is attached as described in Schedule "D" to this declaration; and
- (g) "Rules" means the Rules passed by the Board.

1.4 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.5 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto and against each POTL is contained in Schedule "B" attached hereto.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each POTL in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each POTL in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service. Municipal Address and Mailing Address of the Corporation

- (a) The Corporation's address for service shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine;
- (b) the Corporation's mailing address shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine.
- (c) The Corporation's municipal address is 50 West Wilmot St., Richmond Hill, Ontario L4B 1M5

1.8 Architect Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings and structures that the declaration and description show are included in the Common Elements and have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

1.9 Exclusive Use Common Elements

There are no exclusive use of parts of the Common Elements designated in Schedule "F" attached hereto.

ARTICLE II - COMMON EXPENSES

2.1 Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties

of the Corporation and such other expenses, costs and sums of money designated as Common Expenses in the Act and this Declaration and without limiting the generality of the foregoing, shall include those expenses set out in Schedules "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation its proportionate share of the Common Expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any Bylaws or rules in force from time to time by any Owner, or by members of its family and/or its respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.4 Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

2.5 Monies Owing

Monies owing pursuant to this Declaration by the Owner to the Corporation shall bear interest at the prime lending rate of the Corporation's Bank as it may set from time to time plus five percent (5%) compounded monthly until paid, calculated semi-annually, not in advance, or at such other rate or interest as the Board may from time to time establish.

2.6 Collection

All costs, charges and expenses including solicitors' costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its rights against an owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the costs of bringing an application under Section 134 of the Act, shall be payable by the Owner to the Corporation. All monies, interests and costs payable by an Owner to the Corporation may be collected as additional Common Expense payments and shall be recoverable as such.

ARTICLE III - COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements for residential purposes only and for uses ancillary thereto, except as herein otherwise provided. Provided that until the sale of all Units and the completion of construction of the Project, the Declarant, its agents and contractors may:

- (i) operation of a model home within a POTL and maintain promotional signage and displays on the Common Elements and on the said POTL;
- (ii) maintain construction trailers or offices on the Common Elements;
- (iii) maintain construction materials on the Common Elements; and
- (iv) have access to the Common Elements to complete construction.

3.2 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.

3.3 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which it has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the POTLS make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

3.4 Parking

Parking shall be permitted only on those parts of the Common Elements designated by the Corporation for parking and as set forth in the Rules. All costs to effect compliance with this provision by any Owner of a POTL may be levied as an additional common expense attributable to such POTL.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 Responsibility of Owner

- (a) Each Owner shall be responsible for all damage to the Common Elements, which is caused by the negligence or wilful misconduct of the Owner, its tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- (b) Each Owner shall be responsible for the repair, maintenance and replacement costs of the fencing, berming, and retaining walls and acoustical walls on its POTL and at the rear of or at the flankage of the POTL. No owner may substantially change the colour, materials, style, design or type of fences without the prior written consent of the Board.

4.2 Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all facilities (including without limitation, water mains, storm and sanitary sewers and street lights) which service more than one POTL, whether located within the Common Elements or wholly or partly within a POTL and the Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this paragraph.

4.3 Snow Clearance by Corporation

The Corporation may pile snow cleared from the Common Elements onto the front or side yards of the POTLS.

ARTICLE V - INDEMNIFICATION

- 5.1** Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, its family, guests, visitors or tenants to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such. In the event that any insurance proceeds payable to the Corporation are reduced by the amount of a deductible, and the loss giving rise to such payments was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

ARTICLE VI - INSURANCE

6.1 By the Corporation

The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the owners as required or permitted by the Act in such amounts and upon such terms as the Board of Directors may determine from time to time. Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear

6.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment.

- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any POTL. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article VI; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

6.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance should be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's POTL and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

ARTICLE VII - GENERAL MATTERS AND ADMINISTRATION

7.1 Invalidity

Each of the provisions of this Declaration 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 Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

7.2 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

7.3 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

7.4 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto executed this Declaration under the hands of its proper officer duly authorized in that behalf.

DATED at Markham this ____ day of _____, 2016.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: _____
Sajjad Hussain – ASO

I have authority to bind the Corporation



SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the Act)

CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. KingSett Mortgage Capital has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered at the Land Registry Office for the Land Titles Division of York.
2. KingSett Mortgage Capital hereby consents to the registration of this Declaration pursuant to the *Condominium Act, 1998*, against the land or interests appurtenant to the land as the land and the interests are described in the Description.
3. KingSett Mortgage Capital postpones its mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. KingSett Mortgage Capital is entitled by law to grant this consent and postponement.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Capital

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation



SCHEDULE "B"

CONSENT TO ATTACHMENT OF A COMMON INTEREST

(under clause 140(c) of the *Condominium Act, 1998*)

1. KingSett Mortgage Captial has a mortgage registered in the Land Titles Division of against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated _____ and the description (known as the "Description") creating the Corporation.
2. KingSett Mortgage Captial acknowledges that, upon the registration of this Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. KingSett Mortgage Captial consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Captial

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation



SPECIFICATION OF COMMON EXPENSES

(Common Elements Condominium)

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums;
 - (ii) electricity respecting common elements;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal from common element roads and to remove same from the site, if required, and landscaping of common element areas: and
 - (v) utilities (hydro) to service the common elements, including all street lighting.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of the repair, maintenance, inspection, or replacement of the Common Elements as required from time to time;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if and when required, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"
EXCLUSIVE USE COMMON ELEMENTS

There are no exclusive use common elements

M

SCHEDULE "G"

Form 17

Condominium Act, 1998

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A COMMON ELEMENTS)
(under clauses 8 (1) (e) and (h) or clauses 157 (1) (c) and (e) of the *Condominium Act, 1998*)**

I certify that:

Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

- 1,2,3 The declaration and description show that there are no buildings or structures included in the common elements.
4. There are no underground garages.
5. There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place and operable.
7. There are no installations with respect to the provision of heat and ventilation.
8. There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place and operable.
10. There are no indoor and outdoor swimming pools.
11. All facilities and services that the declaration and description show are included in the common elements have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this _____ day of _____, 2016.

(print name)

Professional Architect/Engineer



SCHEDULE "H"

List of all buildings, structures, facilities and services that are included in the Common Elements:

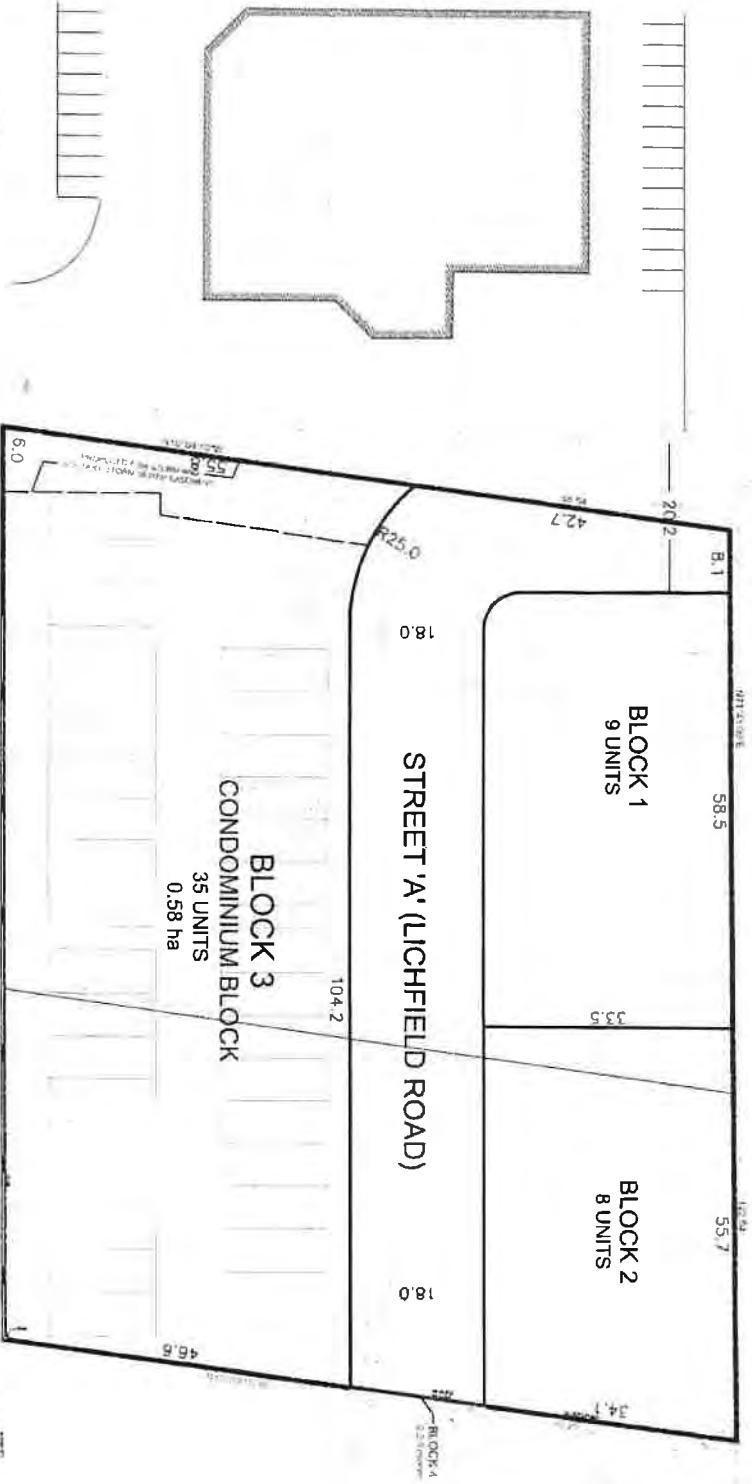
BUILDINGS AND STRUCTURES

There are no buildings or structures located within the Common Elements of the Corporation.

FACILITIES AND SERVICES

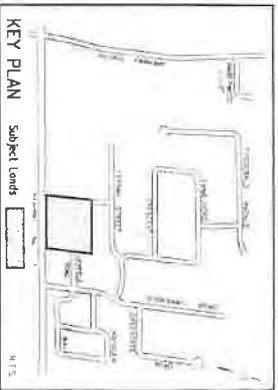
1. Storm and sanitary sewers, sump pumps within common areas, catch basins, manholes, water service, main line tee, shut off valves, fire hydrants, or other services or installations under or over the lands, which supply service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
2. electrical, switch gear, transformers, wires, pipes, valves, meters or other services or installations through, under or over the lands, which supply electrical service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
3. Street Lighting.
4. Common mail box.
5. Roads and sidewalks and perimeter fencing at edges of roads.
6. Provision of gas service.
7. Provision of telephone conduits.
8. Provision of television and cable conduits.

LICHFIELD ROAD



THE KING'S HIGHWAY No. 7
 FROM ULTIMATE SECTION (L.S. 11, 1987) IN
 ACCORD TO ZONING PLAN (S.P.N. 148-17)

LICHFIELD ROAD



KEY PLAN
 Subject Lands

OWNER'S CERTIFICATE
 I, Humphries Planning Group Inc., in presence
 and submit this plan for draft approval.

STATE OF S. CERTIFICATE
 I hereby certify that the boundaries of the lands
 being subdivided and their correct relationship to the
 adjacent lands are accurately and correctly shown on
 this plan.

ADDITIONAL REGULATIONS
 (Section 17(1) of the Planning Act, R.S.O. 1990,
 S. 6, 13, as amended to April 11, 1997)
 a) 1) - on lot
 b) - on lot
 c) - on lot
 d) - on lot
 e) - on lot
 f) - on lot
 g) - on lot
 h) - on lot
 i) - on lot
 j) - on lot
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 r) - on lot
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 t) - on lot
 u) - on lot
 v) - on lot
 w) - on lot
 x) - on lot
 y) - on lot
 z) - on lot

DEVELOPMENT STATISTICS

Proposed Townhouses	1-2	0.37 ha
Condominium Block	3	0.99 ha
Roads	Street A @ 10m - 300m	0.24 ha
TOTAL		1.20 ha

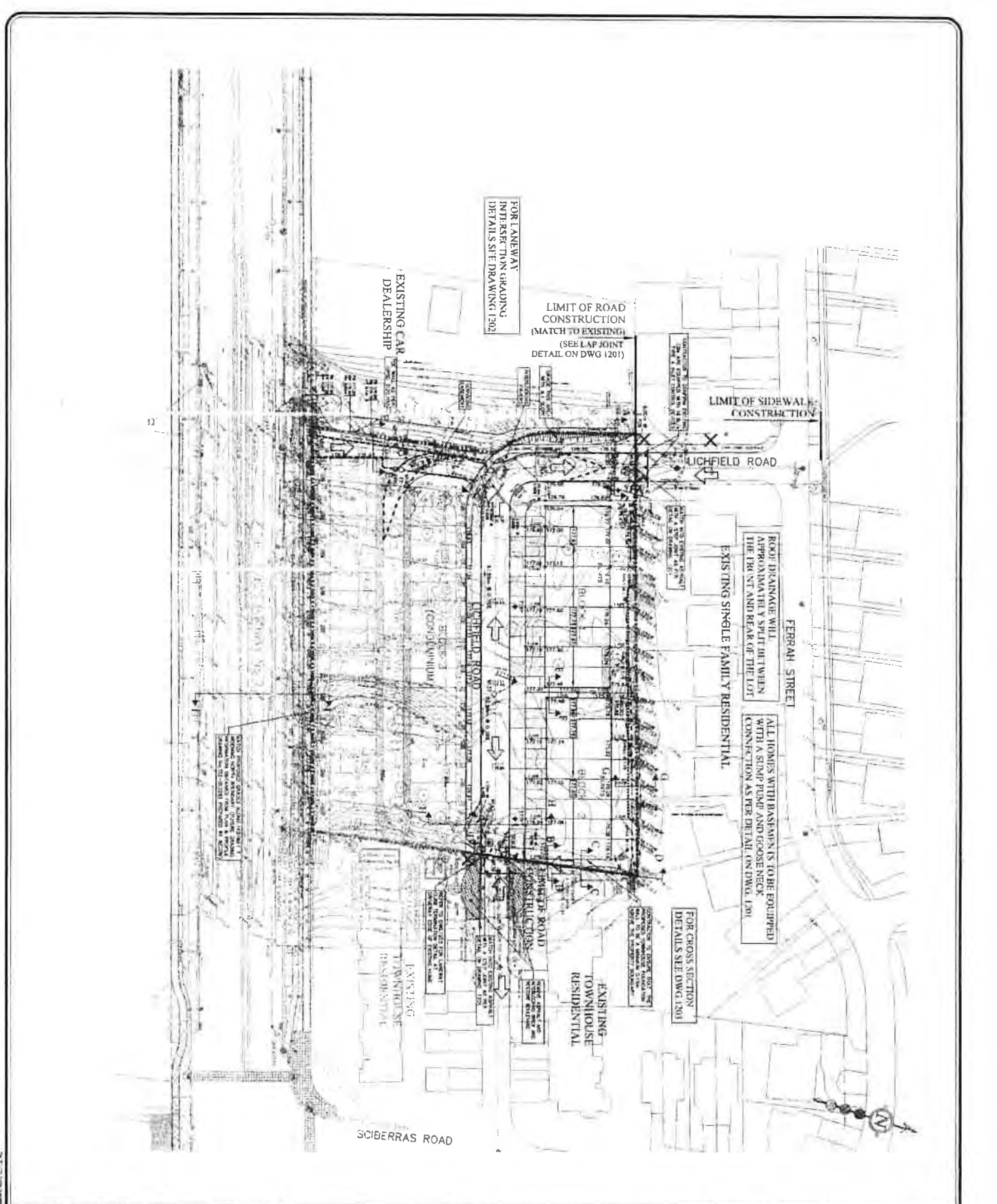
UNIT BREAKDOWN

Townhouses @ 6.1m (m.b.)	17
Condominium Townhouses @ 5.74m (m.b.)	35
Total Units	52

DRAFT PLAN OF SUBDIVISION



Humphries Planning Group Inc.	
File Number:	148-17
Date Drawn:	NOV 23, 13
Drawn By:	YT
Checked By:	BA
Date Printed:	JAN 21, 15
CDP 728 No. 1:	A1



BENCHMARK: ELEV. 177.082

LEGEND:

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RECEIVED
MAY 19 2006

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MARKHAM
141 DON DONNELL AVENUE
SCARBOROUGH, ONTARIO
M1B 1Y3
TEL: (416) 291-2100
FAX: (416) 291-2101
WWW.MARKHAM.COM

SUNBELT
SUNBELT ENGINEERING & CONSULTANTS
1110 SHEPPARD AVENUE EAST
SUITE 100
SCARBOROUGH, ONTARIO M1B 3Y1
TEL: (416) 291-2100
FAX: (416) 291-2101
WWW.SUNBELT.COM

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TEL: (416) 291-2100
FAX: (416) 291-2101
WWW.SUNBELT.COM

401
1730
MAY 19 2006

M



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

**BUDGET STATEMENT
FOR THE FIRST YEAR OF OPERATIONS**

January 2016

M



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed Common Element Condominium corporation at Lichfield Road, Markham, Ontario.

REVENUE

Common Element Fees	\$54,578	
TOTAL REVENUE		\$54,578

ADMINISTRATION

Management Fees	\$20,340	
Insurance	3,000	
Legal	565	
Audit	3,843	
Office Expenses	500	
TOTAL ADMINISTRATION EXPENSES		\$28,248

UTILITIES

Hydro	\$1,200	
TOTAL UTILITIES		\$1,200

CONSULTING

Performance Audit	\$6,215	
TOTAL CONSULTING		\$6,215

CONTRACTS

Snow Clearing	\$8,000	
TOTAL CONTRACTS		\$8,000

RESERVE FUND

Reserve Fund Provision	\$6,961	
Reserve Fund Provision for Reserve Fund Study	3,955	
TOTAL RESERVE FUND		\$10,916

TOTAL EXPENSES		\$54,578
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If registration of the declaration and description occurs after December 31, 2017, then the budget statement shall be read as increased by an inflation rate of 7.5% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

I. INDIVIDUAL POTL ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the POTL's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

\$54,578 divided by 12 = \$4,548.18

2. Monthly Individual Common Element Assessment:

Individual POTL monthly common element assessments are determined by multiplying the total monthly common element assessment (\$4,548.18) by the percentage contribution to common expenses of each POTL. Please see the Schedule at the back of this Budget Statement for the individual POTL monthly common element assessment.

II. OPERATING EXPENSES:

1. ADMINISTRATION

\$28,248

a. Management Fees

\$20,340

This covers the cost of the services of a property management company to administer the affairs of the condominium corporation and as detailed in the property management contract included in the Disclosure Statement Package. The contract for the first year is set at \$35.00 per unit per month plus the H.S.T. for part time property management.

b. Less Declarant Subsidy

\$0

The cost of the Property Management services for the 1st 12 (twelve) months after registration will be paid for by the Declarant at the contracted price of \$0 plus the H.S.T. as stated in the Budget Notes above .

c. Insurance

\$3,000

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.

d. Legal

\$565

Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$500 plus the H.S.T.

e. Audit

\$3,843

Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turn over meeting (The Turnover Audit) and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

- f. Office Expenses \$500
- This budgeted amount provides for any office expenses directly related to the operation of the corporation including various office supplies, photocopying, mailings, the annual general meeting, CCI membership, bank charges and other such expenses.
- 2. UTILITIES \$1,200**
- a. Hydro \$1,200
- The budget is based on comparable property requirements and the current rates from the PowerStream website of 9.9 cents per kilowatt hour and administrative/distribution charges have been escalated by 3% and compounded annually. The budget includes electricity for the common areas only such as for street lighting etc. Each POTL will be separately metered or check metered and the cost of electricity to the POTL will be the responsibility of the respective POTL owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 10.5 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.
- 3. CONSULTING \$6,215**
- a. Performance Audit \$6,215
- The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file with the Tarion Warranty Program during the first year. This is a one time expense.
- The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first year expense of the corporation.
- The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

4. CONTRACTS **\$8,000**

a. Snow Clearing \$8,000

Provision to clear snow and ice from Common Element roadway(s) in the winter, including the cost of sand and ice melting salt substitute. The provision does not include snow clearing from the front of walkways, stairs and driveways as applicable, or with in any POTL. As such, snow clearing within each POTL will be the responsibility of POTL owner.

III. CONTRIBUTION TO THE RESERVE FUND **\$10,916**

a. Reserve Fund Provision \$6,961

The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 25%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.

b. Reserve Fund Provision for Reserve Fund Study \$3,955

The Condominium Act of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund.

IV. GENERAL NOTES TO THE BUDGET

- a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$54,578 as shown on the Budget Statement.
- b. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$3,500 plus H.S.T.; the cost of the Performance Audit is \$5,500 plus H.S.T.; the cost of both the turn over and year end financial audits is \$3,401 plus H.S.T.
- c. The cost, type, level and frequency of services is detailed in the notes above.
- e. As stated in the notes above, 25% of the operating expenses will be paid into the reserve fund account. The provision is \$10,916.
- f. At the time of preparation of the Budget Statement, January 2016, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
- g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
- h. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

- i. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$6,960.64 in the reserve fund account.
- j. As at the date of the foregoing Budget, January 2016, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- k. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- l. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property.
- m. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after December 31, 2017. Provided however, that due to the significant fluctuation in gas, hydro and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.
- n. The Declaration contains a provision whereby during the first year following registration of the Declaration, the Declarant shall not be required to contribute to the payment of common expenses for a POTL until the registration of a Transfer of title from the Declarant for such POTL. Purchasers acknowledge that this may give rise to a deficit in the Budget for the first year following registration of the Declaration, however, the Purchaser acknowledges that the Declarant is responsible for any deficit in accordance with the provisions of Section 75 of the Act. In order to offset any such deficit, the Declarant will provide certain services set out in the Budget, as it determines, in its sole discretion, during the first year following registration of the Declaration, in order to reduce certain actual expenses to be incurred by the Corporation.

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a checkmark-like stroke.



MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
1	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 1 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
2	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 2 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
3	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 3 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
4	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 4 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
5	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 5 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
6	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 6 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
7	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 7 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
8	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 8 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
9	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 9 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
10	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 10 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
11	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 11 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
12	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 12 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
13	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 13 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
14	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 14 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
15	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 15 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
16	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 16 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
17	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 17 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
18	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 18 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
19	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 19 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
20	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 20 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
21	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 21 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
22	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 22 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
23	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 23 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
24	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 24 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
25	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 25 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
26	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 26 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
27	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 27 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
28	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
29	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
30	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
31	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
32	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
33	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
34	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
35	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
	TOTAL	\$4,548.18

AGREEMENT OF PURCHASE AND SALE

1. PARTIES, REAL PROPERTY AND PRICE

In this Agreement, the following terms have the following meanings:

- (a) "Vendor" means SUNRISE ACQUISITIONS (HWY 7) INC.
- (b) "Purchaser" means Purchaser 1: Safana Kodwavi (D.O.B.) 1989/10/18
- (c) Purchaser 2: _____ (D.O.B.) _____
 (Address) 72 Grand Vellore, Woodbridge, ON, L4H 0N8
 (Home No.) 416-827-7099 (Business No.) _____ (Fax No.) _____
 (Email Address) safanakodwavi@gmail.com
- (d) "Real Property" means the Land and the Dwelling.
- (e) "Land" means Lot 49 on a draft plan of subdivision, Town of Markham, as shown on Schedule "B" attached hereto.
- (f) "Dwelling" or "House" are used interchangeably and means the townhouse to be constructed on the Land pursuant to this Agreement.
 Model & Elevation: RT-1, U21
- (g) "Purchase Price" means Nine Hundred and Fifty Thousand Dollars
 (\$ 950,000.00)
- (g) "Deposit": Five Hundred Thousand Dollars (\$ 500,000.00)
 ("Initial Deposit") paid to the Vendor forthwith, pending completion or other termination of this Agreement to be credited against the Purchase Price on Closing, plus such further deposits as are set out below:

<u>No.</u>	<u>Deposit Amount</u>	<u>Due Date</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The Purchaser shall deliver to the Vendor at the time of executing this Agreement post-dated cheques for the further deposit amount referred to above along with the cheque for the Initial Deposit.

- (h) "Closing Date" or "Closing" means May 28, 2019, being the date set forth as the First Tentative Closing Date on the Statement of Critical Dates included as part of the Addendum to Agreement of Purchase and Sale – Delayed Closing Warranty, which is attached hereto and incorporated herein as Schedule "D", as such date may be extended and/or advanced pursuant to the terms of this Agreement and said Addendum.
- (i) "Developer" means any predecessor or present registered owner on title to the Land who has entered obligations for subdivision and/or servicing of the Land.
- (j) "Municipality" means any municipal corporation or other government authority, whether local, regional, or provincial having jurisdiction over the Real Property.
- (k) "Agent" means _____

INITIAL (Purchaser)  (Vendor)  1

2. OFFER

The Purchaser hereby offers to purchase the Real Property from the Vendor on the terms and conditions contained in this Agreement for the Purchase Price payable as follows:

- (a) By payment of the Deposit to the Vendor; and
- (b) By payment of the balance of the Purchase Price to the Vendor on Closing, subject to the adjustments set out in Section 7 hereof and in this Agreement.

3. PLANNING STATUS

The Land is currently within a draft plan of subdivision for which draft approval has been issued.

4. CONDITIONS

The Purchaser hereby acknowledges and agrees that the completion of this Agreement is conditional upon the following:

- (a) Compliance with the provisions of the Planning Act (Ontario), as amended or restated from time to time, on or before the Closing Date;
- (b) Approval of the subdivision agreement and site plan by the Municipality;
- (c) Vendor being satisfied, in its sole and absolute discretion, that the Purchaser has the financial resources to complete the transaction, as further set out in Schedule "C" attached hereto; and
- (d) The Early Termination Conditions if any, set out separately and attached to the Tarion Addendum attached hereto as Schedule "D".

5. ONTARIO NEW HOME WARRANTIES PROGRAM

The Ontario New Home Warranties Plan registration number for the Vendor is 40310 and the enrolment number for the Dwelling is _____, (if available).

6. BUILDER

For further information about this Agreement, the Vendor may be contacted at telephone no. (905) 597-3333, fax no. (905) 597-3334.

7. ADJUSTMENTS

The Purchase Price shall be increased or adjusted as of Closing by the following:

- (a) the enrolment fee required pursuant to the Tarion Warranty Program and costs or fees paid or payable by the Vendor with respect to the issuance of any security to or with the Program or any excess deposit insurance the Vendor may elect to obtain;
- (b) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. The Purchaser is advised that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor and shall be the responsibility of the Purchaser. In addition, the Purchaser shall lodge with the Vendor a deposit of \$2,000.00, to be held by the Vendor as security for compliance by the Purchaser of its obligations to pay realty taxes after Closing. The said security deposit, if not utilized by the Vendor, shall be returned to the Purchaser within six (6) months after the Land has been assessed and entered on the collector's roll according to the registered plan of subdivision;
- (c) all additional or increased charges and levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authorities at the time the Vendor is required to pay same in excess of the charges and levies imposed or assessed by such governmental authorities relating to the development of the Land as of the date of this Agreement;
- (d) an amount equal to the unused portion of any insurance premium relating to the Real Property where the policy has been arranged by the Vendor and is to be assumed by the Purchaser;

INITIAL (Purchaser) A

_____ (Vendor) [Signature]

- (e) any prepaid expenses such as gas, hydro, water or other utilities;
- (f) any charges for the connection or energization of gas, hydro, water or other utilities;
- (g) any charges relating to the installation of meters used to measure the consumption rate of gas, hydro, water or other utilities;
- (h) any extras ordered by the Purchaser (and not yet paid);
- (i) in the event that the Purchaser arranges mortgage financing with the financial institution recommended by the Vendor (the "Lender"), all legal fees and disbursements charged by the Lender's solicitor relating to such mortgage loan transaction;
- (j) interest adjustment on any Vendor-take-back financing, if any;
- (k) any other usual adjustments;
- (l) an adjustment in favour of the Vendor for that portion of the HST to be paid by the Purchaser pursuant to this Agreement, if any;
- (m) a \$250.00 administration fee shall be charged to the Purchaser for any cheque which is returned "N.S.F." or on which a "stop-payment" has been ordered;
- (n) the charge imposed by the Law Society of Upper Canada upon the Vendor or its solicitor with respect to this transaction;
- (o) driveway paving charge in the amount of \$2,185.00 for a two car garage driveway and \$1,645.00 for a one car garage driveway, plus HST thereon;
- (p) \$1,995.00 with respect to landscaping, which does not include any charge for the cost of any street tree (which may be required to be planted by the Vendor and/or the Developer in accordance with the subdivision agreement or requirements of the Municipality); and
- (q) The cost of supplying recycling contained to the Purchaser as required by the Subdivision Agreement.

The Closing Date itself shall be apportioned to the Purchaser. The parties agree to readjust any of the items referred to above, if necessary, after Closing. If there are chattels involved in this transaction, the allocation of value to such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected by the Vendor from the Purchaser and remitted by the Vendor to the appropriate taxing authority.

8. CONSTRUCTION

The Purchaser acknowledges and agrees that the Vendor may from time to time, in its discretion or as required by any governmental authority or the Developer, change, vary or modify the plans, colours, materials, equipment and specifications pertaining to the Dwelling (including architectural, structural, landscaping, grading, mechanical or other plans) from the plans and specifications existing at the time the Purchaser entered into this Agreement or as same may be illustrated in any sales brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to make any necessary changes to the plans and to substitute materials or equipment for those described in this Agreement or in the plans or specifications, provided the substituted materials or equipment are of equal or better quality, or if substituted materials or equipment (whether sold by sample or otherwise) is of lesser quality, the Vendor will reimburse the Purchaser for the difference in cost between the substituted material or equipment, and the material or equipment described in this Agreement. The Purchaser hereby consents to any such changes, modifications and/or substitutions and agrees to complete the transaction of purchase and sale notwithstanding same. All work will be performed in a workmanlike manner and in compliance with the Ontario Building Code.

Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees as follows:

- (a) The Vendor shall have the right to construct the reverse mirror image of the Dwelling, including reversal of the garage siting and reversal of the interior floor plan layout, without notice to the Purchaser and without compensation or abatement to the Purchase Price.

INITIAL (Purchaser)



(Vendor)



- (b) As of the date of this Agreement, the final site plan relating to the Land showing the actual siting of the Dwelling on the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling on the Land in a location or angle different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (c) The Purchaser hereby acknowledges that, as of the date of this Agreement, final grading plans relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (d) In the event that this Agreement calls for the construction of a walkout basement and such is not possible pursuant to final approved grading, engineering and/or site plans, the Purchaser shall accept a credit to the Purchase Price in lieu thereof. If this Agreement does not call for a walkout basement and such is required by the Municipality pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the credit to the Purchase Price or the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.
- (e) In the event that the Dwelling is constructed at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement necessitating a step or series of steps to the front door, side door, rear door or any other door of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without notice, without any right of abatement to the Purchase Price and in full satisfaction of the Vendor's obligations with respect to the construction of the Dwelling.
- (f) The Purchaser acknowledges that the dimensions of the Real Property as shown in any brochures or other materials are approximate only and the dimensions of the dwelling are also approximate. In the event that the frontage, depth or area of the Real Property is varied by up to and including 5% from the specifications set out in this Agreement, the Purchaser acknowledges and agrees to accept all such variations without notice and without a claim for compensation or abatement to the Purchase Price.
- (g) As of the date of this Agreement, the final grading plan relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the grading of the Land may require the use of retaining walls on the Land or on adjoining properties. The Purchaser acknowledges and agrees that the Vendor shall have the right to construct such retaining walls without notice to the Purchaser and without compensation or abatement to the Purchase Price. In addition, the Purchaser acknowledges and agrees that the Vendor may construct any fences and/or berms on or near the Lands, as may be required.
- (h) The Purchaser acknowledges that the subdivision agreement between the Developer and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, notice regarding land usage, maintenance of municipal fencing, school transportation, postal delivery to a community mail box, public transit and transit stops, noise level and noise level from adjacent roadways. Without limiting the generality of the foregoing, the Purchaser acknowledges that a YRT/Viva standing area/shelter pad will be constructed adjacent to the Land on the north side of Highway 7. Purchaser further acknowledges that despite the inclusion of noise attenuation features within the development area and within the individual Dwellings, noise levels will continue to increase, occasionally interfering with some activities of the occupants of the Dwelling. The Purchaser agrees to be bound by the content of any such notice and covenants to execute forthwith upon request an acknowledgement containing the notices if and when required to do so by the Vendor, the Municipality and/or the Developer. The Purchaser further acknowledges being advised that title to the Land may require maintenance, easements and/or encroachments/easements. The Purchaser further covenants and agrees to obtain a similar covenant in favour of the Vendor and developer from any person purchasing from the Purchaser and shall cause such covenant to run with the Land.

INITIAL (Purchaser) *AS* _____ (Vendor) *AL* _____

The Purchaser shall not have the right to enter the Real Property prior to Closing unless accompanied by a representative of the Vendor.

The Purchase Price shall include those items listed on Schedule "A". The Purchaser acknowledges that the furnishings, decor, finishes, equipment, fixtures, improvements and samples which may be displayed in any model suite or any sales office or in any brochures are for display purposes only and are not included in the Purchase Price unless specified in Schedule "A". The Purchaser acknowledges that the appliances for the Dwelling are not included in the Purchase Price unless specified in Schedule "A". The Purchaser hereby agrees to make any selection of any finishing items from the Vendor's available samples within seven (7) days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in a delay in the construction of the Dwelling or any other unit in this project, then on seven (7) days notice from the Vendor the Purchaser shall re-attend at the Vendor's office and make a selection from the Vendor's available substitute finishing items. If the Purchaser fails to make selections following notice for the Vendor, then the Vendor shall be entitled to select such finishing items and the Purchaser hereby agrees that such selections made by the Vendor shall be binding on the Purchaser. The Purchaser acknowledges that variations from the Vendor's samples may occur in kitchen cabinets, vanity cabinets, floor finishes, wall finishes and other finishing materials as a result of normal production processes. The Purchaser acknowledges and agrees that where adjoining rooms are finished in different materials there may be a difference in elevation between the rooms and the Vendor may, at its discretion, install a threshold as a method of finishing the connection between the adjoining rooms.

The Purchaser acknowledges and agrees that the hot water heater tank may be rented. In such event, the hot water heater tank shall remain the property of the applicable utility company and shall not be or become a fixture and/or part of the Dwelling. Further, in such event, the Purchaser agrees to execute a rental contract as may be required by the applicable utility company with respect to the hot water heater and tank.

The Purchaser acknowledges and agrees that the Purchaser shall pay for all extras in full at the time of selection unless the Vendor otherwise agrees in writing. The Purchaser acknowledges that such payment shall not be refunded if this transaction is not completed as a result of a breach of contract by the Purchaser. If any extra is omitted, then the Purchaser shall be credited with the amount that the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

The Purchaser acknowledges and agrees that if due to grading or other requirements, as determined by the Vendor, at its sole discretion, the Vendor determines, at its sole discretion, that it cannot or will not to build a side door and/or door to the garage, the Vendor need not build such door(s) and the Purchaser covenants and agrees to accept the Dwelling without such door(s), at reduction in the Purchase Price.

9. (a) COMPLETION

For the purposes of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling may be occupied, notwithstanding that there remains interior or exterior work to be completed including, but not limited to, painting, driveway paving, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work. If required, the Purchaser shall be responsible to obtain confirmation of allowable occupancy and, if available a copy of any occupancy certificate from the Municipality, and otherwise as may be required as set out in Schedule "D".

(b) COMPLETION INSPECTION

The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor prior to Closing, during normal working hours, to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of this Agreement. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranty Program. This Certificate when executed by the Vendor and Purchaser, together with the warranty itself under the Ontario New Home Warranty Program, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling and the Vendor's only warranty with respect to the Real Property. Such work will be performed as soon as is reasonably possible, as determined by the Vendor.

10. EXTENSION AND ADVANCEMENT OF THE CLOSING DATE

This transaction of purchase and sale shall be completed on the Closing Date or any earlier or later date as may be permitted under this Agreement and as set out on Schedule "D", at which time vacant possession of the Dwelling will be given to the Purchaser.

INITIAL (Purchaser)



(Vendor)



11. TITLE

On the Closing Date, the parties hereby acknowledge and agree that title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision servicing agreement, site plan agreement, housekeeping agreement, financial and/or security agreement, or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), encroachments from or on adjoining lands (including, without limitation, eaves, roofs, attachments to roofs), easements, licenses and rights required by the Vendor, Developer, adjoining landowners, Municipality or other authorities, including utilities, catch basins, transformers, poles, fences, hydrants and berms, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted, or provided the Real Property is an insurable title. The Purchaser shall satisfy himself or herself as to compliance with such matters. Title may also be subject to easements for maintenance or encroachments required for adjoining properties. If any of the foregoing easements, restrictions or rights are required to be created after Closing, the Purchaser shall execute any documents needed. The Purchaser further acknowledges and agrees that title shall also be subject to the rights of re-entry referred to in paragraphs 15, 28 and 29 and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser, and/or the Purchaser shall execute and provide the Vendor with any documents and/or agreements required by the Vendor.

The Purchaser shall be allowed until 30 days before the Closing Date to examine title to the Real Property at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be terminated and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Vendor shall provide the Purchaser with its standard undertaking and statutory declaration, and need not sign nor provide any other documents, nor need the Vendor's solicitor reply to any requisition from the Purchaser's solicitor that is otherwise addressed in this Agreement, the Vendor's documents or is otherwise not applicable.

The Vendor shall provide a survey of the Real Property on or before Closing.

The Purchaser acknowledges that the Vendor may have agreed to acquire registered title to the Real Property from the Developer on terms set forth in a separate agreement. The Purchaser agrees to accept a transfer of the Real Property as directed by the Vendor and the Purchaser agrees to provide and execute and deliver on Closing, whatever indemnities, releases, assurances and other documentation that may be required by the Vendor in order to transfer title as aforesaid.

12. PRIOR MORTGAGES

Title to the Land may be encumbered by mortgages or other loan security (whether to a bank, non-institutional lender, "private" lender or any other party) not to be assumed by the Purchaser on Closing. The Purchaser agrees to complete the transaction notwithstanding any such mortgage or other security and to accept the Vendor's undertaking to obtain and register complete or partial discharges of such mortgages as soon as reasonably possible after Closing, as determined by the Vendor in accordance with its building and sales program.

Notwithstanding anything herein contained and notwithstanding the provisions of the *Land Titles Act* of Ontario, and any amendments thereto or any successor legislation, where any mortgages, charges or debentures are registered on title and where discharges, cessations, partial discharges or partial cessations thereof are tendered for registration in the appropriate Land Titles Office, such mortgages, charges, or debenture shall be deemed to be discharged for all purposes once the discharges, cessations, partial discharges or partial cessations have been accepted for registration, notwithstanding that the Parcel Register has not been signed to reflect such registration and notwithstanding any statutory terms to the contrary as contained in the Land Titles Act of Ontario, as amended, and any successor legislation.

13. RISK

The Dwelling shall remain at the Vendor's risk until Closing.

14. TRANSFER AND CLOSING

The transfer/deed of land shall be prepared by the Vendor's solicitors and shall be registered on Closing by the Purchaser, at the Purchaser's expense. The Purchaser agrees to advise the Vendor's solicitors, at least 30 days prior to the Closing Date, (or such earlier time if so required by the Vendor) as to how the Purchaser will take title to the Real Property and of the birth dates of all parties taking title to the Real Property, failing which the Vendor may insert the Purchaser(s) name(s) set out herein.

INITIAL (Purchaser)

 X

(Vendor)

 [Signature]

The Purchaser agrees that keys may be released to the Purchaser at the construction site upon completion of this transaction or at the Registry Office, at the Vendor's option. The Purchaser agrees that the Vendor's solicitor's advice that keys are available for release to the Purchaser shall constitute a valid tender of keys on the Purchaser.

If the transaction is completed by electronic registration the Vendor's solicitor shall not be required to release the Transfer until it is in receipt of all closing certified funds. In addition, the Purchaser shall be required to reimburse the Vendor or the Vendor's solicitor directly, the amount of \$250.00, plus HST thereon, with respect to the Vendor's solicitor's fee pertaining to such electronic registration procedure.

15. AFTER CLOSING

The Ontario New Home Warranty shall constitute the Vendor's only warranty, express or implied, in respect of any aspect of construction of the Dwelling and shall be the full extent of the Vendor's liability for defects in materials, workmanship or damage, loss or injury of any sort.

The Purchaser agrees not to alter the grading or drainage pattern of the Land in any way and shall not construct any fences, pools, patios, sheds, decks or similar structures prior to final grading approval by the Municipality, without the Vendor's consent. Some settlement of the Land and/or Dwelling is to be expected and the Purchaser shall repair minor settlement at its own expense.

The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of damage to basement improvements and for chattels stored in basement resulting from any water seepage through the foundation walls or rupture, back-up, leakage or other malfunction or defect of the plumbing, storm or sanitary sewer or drainage systems.

The Vendor reserves the right of re-entry for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement or otherwise. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work.

The Purchaser acknowledges and agrees that the provisions of this section and all of the Purchaser's representations, covenants and obligation in the Agreement shall not merge and shall survive the closing of this transaction. The Purchaser agrees to sign all documentation required by the Vendor and deliver same on closing in order to give effect to the foregoing.

16. LIMITATION

The rights, remedies and recourses of the Purchaser in connection with this Agreement are limited to the Vendor, notwithstanding that Vendor may be, or deemed to be by law, acting as an agent or otherwise on behalf of some other person, firm or corporation and the Purchaser hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourses against such other person, firm or corporation, at law or otherwise.

17. NON ASSIGNABLE

The Purchaser covenants and agrees not to advertise for sale, list for sale, offer for sale, sell or enter into any other agreement, conditional or otherwise, to sell the Real Property or assign the Purchaser's interest in this Agreement to any person without the prior written consent of the Vendor which may be unreasonably or arbitrarily withheld. Any offering for sale, assignment, sale or other disposition of the Purchaser's interest in the Real Property or this Agreement shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement, in which event, the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further interest in the Real Property or this Agreement.

18. TENDER

The Purchaser waives personal tender and agrees that failing other mutually acceptable arrangements, tender may be validly made by the Vendor if the Vendor attends at the Registry Office in which title to the Real Property is recorded, at 12:00 noon on the Closing Date and remains there until 12:30 p.m., or at any other time of which the Vendor's solicitor notifies the Purchaser's solicitor on said date for ½ hour, and is ready, willing and able to complete this transaction. Alternatively, a tender may be validly and effectively made on the solicitor for the Purchaser, either personally or by facsimile. The Purchaser agrees that payment must be made or tendered by bank draft or certified cheque. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements to do so in case the Purchaser should complete the transaction. Notwithstanding the foregoing, in the event that the Purchaser or his solicitor

INITIAL (Purchaser) X _____ (Vendor) [Signature] 7

indicates or expresses to the Vendor or its solicitor, either verbally or in writing, on or before the Closing Date, that the Purchaser is unable or unwilling to complete this purchase transaction, the Vendor shall be relieved of any obligation to make any formal tender on the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

In the event that an electronic registration system (the "System") under part III of the *Land Registration Reform Act*, R.S.O. 1990 c. L. 4, as amended, is operative in the applicable Land Titles Office in which the Land is registered, then the Purchaser agrees to do all things necessary and as may be requested or required by the Vendor or its solicitor to complete this transaction using the System. The Purchaser acknowledges that: (i) the System is an electronic, paperless land registration System that no longer relies on signatures for such documents as a transfer/deed of land; (ii) he will not be entitled to receive the transfer/deed or land unless the balance due on closing in accordance with the Vendor's statement of adjustments is in the hands of the Vendor's solicitors (either by personal delivery or electronic funds transfer) at least one business day before the Closing Date; and (iii) the delivery and exchange of documents and money governed by the Registration Agreement (as hereinafter defined).

Where the System is operative, it will therefore be necessary for the Purchaser and the Purchaser agrees: (i) to use a lawyer authorized to use the System and who is in good standing with the Law Society of Upper Canada; (ii) to authorize and direct such lawyer to enter into the Vendor's solicitors standard form of escrow closing agreement (the "Registration Agreement") which will establish the procedures for closing the transaction; and (iii) that if the Purchaser's lawyer is unwilling or unable to complete this transaction under the System, then the Purchaser's lawyer must attend at the Vendor's solicitor's office at such time on the Closing Date as directed by the Vendor's solicitor to complete the transaction under the System utilizing the Vendor's solicitor's computer facilities and the Purchaser agrees to pay the Vendor's solicitor directly the sum of \$295.00, plus HST, for such service.

19. WHOLE AGREEMENT

The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property except as contained in this Agreement. This Agreement may not be amended other than in writing.

20. INTERPRETATION

This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement. Unless otherwise specified herein, all statements of or references to dollar amounts in this Agreement shall mean lawful money of Canada.

21. RESIDENCY

The Vendor represents that it is not a non-resident for the purposes of section 116 of the *Income Tax Act*, Canada.

22. NO REGISTRATION

The Purchaser agrees not to register nor allow or caused to be registered against title to the Land any notice, lien, execution, encumbrance or caution or other reference to this Agreement or his interest in or against the Land. If any such registration occurs, the Vendor may terminate this Agreement forthwith and the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further right to or interest in this Agreement or the Real Property. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

23. SUCCESSION

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each of the parties hereto.

24. NOTICE

Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail, or by facsimile transmission addressed to the Purchasers' solicitor or the Purchaser at his or her address listed on Page 1 hereof and, in the case of the Vendor, any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by facsimile and prepaid mail to the Vendor's solicitor and a copy to the Vendor at the addresses indicated herein. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the

third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered or sent by facsimile transmission.

25. DEFAULT

(a) In the event that the Purchaser defaults with respect to any of the covenants, representations, warranties, acknowledgements or obligations to be performed by the Purchaser pursuant to this Agreement and such default continues for seven (7) days after written notice thereof has been given to the Purchaser or his solicitor by the Vendor or its solicitor, or in the event the Purchaser fails to complete the transaction on the Closing Date the Vendor shall have the right to declare this Agreement null and void and, in such event, the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty and without prejudice to or limiting the rights of the Vendor to claim for damages in excess of such amounts and without limiting any other rights or remedies to which the Vendor may be entitled in law.

(b) **EVIDENCE OF DEFAULT**

A certificate of an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been mailed to the Purchaser, shall be conclusive evidence of the facts therein stated.

(c) **DOCUMENTS IF TRANSACTION DOES NOT CLOSE**

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

26. RIGHTS OF VENDOR

It is understood and agreed that the rights contained in paragraph 25 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to 5% above the Prime Rate, calculated from the due date to the date of payment. Prime Rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which Royal Bank of Canada establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time.

27. GRADING/FENCING

(a) The Purchaser covenants that he will not remove any topsoil or subsoil or do anything which may alter the grading or change or obstruct the drainage of the Real Property or surrounding lands and shall not construct any fences, pools, patios, sheds or similar structures prior to final grading approval, without the Vendor's consent and, upon default, the Developer, the Municipality or the Vendor or their respective servants, agents, successors and assigns may enter upon the Real Property and correct such grading or remove such obstruction at the Purchaser's sole expense. Any expense incurred by the Developer, the Municipality or the Vendor in this regard shall be payable by the Purchaser forthwith upon demand. Some settlement of the Land is to be expected and the Purchaser shall repair minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided as a result of the remedying of such defects.

(b) The Purchaser will not, prior to lot grading completion and Municipal approval therefor, install any fence, deck, storage shed or other structure on the Land. In order to provide side-yard access between buildings so that abutting house purchasers can repair and maintain their respective side-yard building portions, no side-yard fence or storage shall be permitted from 3 meters back of the common side-yard's most rear structure to the frontage street. No fence along a lot boundary abutting a street, open space or parkland will be installed except in compliance with the requirements of the development architect as to fence type, design and finishing as well as fence height and location. The Purchaser will not install any boundary fence except in accordance with

INITIAL (Purchaser) X (Vendor) [Signature] 9

Municipal requirements, and if the Purchaser installs a fence that runs along the boundary of any lands then owned by the Developer, the Developer will have no obligation to pay any portion of the fence cost. The Purchaser will maintain any fence along or adjacent to the lot boundary and will not remove, place a gate in or otherwise alter such fence.

28. TEMPORARY EASEMENT

The Purchaser shall grant a temporary right-of-way over the rear ten feet (10') of the Land over the full width to all purchasers in the subdivision, their agents and workmen through, along and over the said Land for the purpose of reaching their own land or transporting materials, machinery or equipment thereto until such time as roads and streets are useable and the Purchaser agrees to keep such right-of-way clear of surface earth or material.

29. RIGHT OF RE-ENTRY

The transfer herein shall contain a provision that the transfer/conveyance is subject to the rights of the Vendor, Municipality/Region and/or other service provider, their successors and assigns, in the nature of a license or easement for themselves and parties authorized by any of them to enter upon any part of the Land excluding the dwelling at any time prior to the complete acceptance of the subdivision by the Municipality for the purpose of doing any work as may be required in order to satisfy the requirements to the Subdivision Agreement or of any other agreement with the service providers entered into or to be entered into by the Subdivider, including without limiting the generality of the foregoing, the right to complete or adjust the grading and/or drainage of any of the Land and effect any corrective measures required without such re-entry being deemed a trespass. The Purchaser covenants that in any transfer or disposition to any subsequent party, it shall reserve unto and assign the benefit of a similar right to re-entry to the Vendor, Municipality, Region and other service providers, and parties authorized by any of them. The aforesaid covenant shall be included in the Transfer/Deed to the Purchaser and shall run with the land conveyed to the Purchaser. The Purchaser, is hereby advised that the proposed lot grading may require the use of retaining walls, fences, easements for drainage purposes, culverts, drains, catch basins and/or lot sloping. Any such retaining walls and fences shall be maintained in good condition and repair solely at the cost and obligation of Purchaser. Purchaser agrees to allow the erection and maintenance on the land of entry features or other structures and hereby consents to allow the erection and maintenance thereof after closing. The Purchaser is hereby given notice that the Land may require some or all of the aforementioned.

30. MAINTENANCE OF SOD

The Purchaser shall be solely responsible for watering and general maintenance of the sod from the Closing Date or from the date that the sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Purchaser shall be solely responsible to pay for same, plus an administrative fee thereon, and the Vendor may, but shall not be obligated to do so until payment has been made therefore by the Purchaser.

31. DRIVEWAY

The Purchaser shall be solely responsible for any settlement of the driveway after the Closing Date. Purchaser acknowledges that it has been advised by Vendor that settlement is likely to occur after Closing. Purchaser agrees that it will at no time modify, extend, enlarge or change the driveway or its dimensions or location. If the Purchase Price specifically includes the paving of the driveway, Vendor shall only have an obligation to pave such driveway to the access point of lot and on the portion of the lot owned by Purchaser, only once and such paving, it is agreed, shall occur within 24 months after Closing, subject to weather conditions. Purchaser specifically agrees that in the event that Vendor does not have any obligation to pave the driveway, the Purchaser will pave the driveway and will not take any other steps or actions to damage, alter, move or interfere with any water box(es) located thereon. Purchaser shall be liable for all damage, loss and expense caused to the water box(es). Purchaser agrees to consult with and obtain the approval of the Vendor, Subdivider, or Municipal Water Department prior to commencing any work in, on or around the water box(es). On certain lots, service trenches cross the driveway and settlement may occur. Purchasers are also advised that prior to paving, they should ensure that there is no further settlement taking place.

32. REZONING

The Purchaser acknowledges receipt of notice from the Vendor that the Developer, Subdivider or its related/associated corporation(s) may develop other lands in the vicinity of the herein Land and apply for zoning/rezoning thereof, and the Purchaser agrees on behalf of himself, his heirs, executors, administrators, successors and assigns to consent to any such development zoning/rezoning application, and agrees that this paragraph may be pleaded as a bar to any objection thereto. The Purchaser covenants with the Vendor to the intent that the burden of this covenant shall run with and be binding upon the Land

INITIAL (Purchaser)

 X

(Vendor)

 [Signature]

to be conveyed hereunder and every part hereof and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Vendor and its predecessor and successors in title within the Subdivision or contiguous thereto, that the Purchaser will not oppose any application for severance or for rezoning (including all applications ancillary hereto) by the Vendor and its predecessor and successors or assigns in the Subdivision or contiguous there, for use as a commercial, industrial or multiple family purposes and that this covenant may be pleaded by the said Vendor, its predecessor, successors or assigns, as an estoppel to any such opposition or in aid of an injunction restraining such opposition. The Purchaser shall extract a similar covenant from all successors in title. Without limiting the generality of the foregoing, the Vendor or its predecessor may apply for, and the Purchaser will not oppose, any application for zoning in accordance with the present Official Plan.

33. SUBORDINATION AND POSTPONEMENT

The Purchaser acknowledges that the Vendor is or may be borrowing money from a financial institution to be secured by one or more charges registered or to be registered against the Real Property and the Purchaser agrees that this Agreement, any interest of the Purchaser in this Agreement (whether such interests are in equity or at law), and any and all Deposits paid or to be paid by the Purchaser pursuant to this Agreement and any purchaser's lien arising by the terms of this Agreement or from the payment of any Deposit pursuant to this Agreement or arising by operation of law is hereby subordinated and postponed to and will be subordinated and postponed to any mortgages, charges, debentures and trust deeds registered or to be registered against title to the Real Property and any advances thereunder, made from time to time, and to any easement, license or other agreements to provide services to the Real Property or to any lands adjacent thereto. The Purchaser agrees to execute any and all documentation necessary to give full force and effect to same forthwith after being requested to do so by the Vendor.

34. PURCHASER'S DOCUMENTS TO BE DELIVERED ON CLOSING

The Purchaser agrees to forthwith execute and deliver to the Vendor, on or before Closing, or at such other time as advised by the Vendor, all documents as may be required by the Vendor in order to close this transaction including but not limited to (i) the execution of the transfer by the Purchaser (ii) the execution and delivery of the Vendor's standard form of Purchaser's Acknowledgement and Undertaking as may be required by the Vendor; and (iii) any form of written acknowledgement by the Purchaser relating to lot grading and other subdivision matters.

35. INVALIDITY

The invalidity of any particular paragraph of this Agreement shall not affect the validity of any other provision and, in such event, this Agreement shall be construed as if such invalid provision was omitted.

36. 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, 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.
- (b) At any time prior to the Closing 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 Ontario New Home Warranty Plan Act and upon any such assignee assuming all obligations under this Agreement and notifying 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.

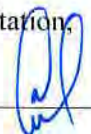
37. PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Real Property, including without limitation, the

INITIAL (Purchaser)



(Vendor)



Purchaser's name, home address, email address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired home design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future Real Property declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other Real Property projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new Real Property and/or related services to the Purchaser and/or members of the Purchaser's family;
- (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider and/or excess Real Property deposit insurer, required in connection with the development and/or construction financing of the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), 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;
- (e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Home and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (f) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide such personal information to entity providing security alarm systems and services;
- (g) 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), and Canada Revenue Agency (i.e. with respect to HST);
- (h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the *Income Tax Act*, R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and
- (j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

38. **ACCEPTANCE**

INITIAL (Purchaser)



(Vendor)



This offer shall be irrevocable by the Purchaser until 11:50 p.m. on the 1st business day for 3 business days after the Purchaser signs this Agreement, after which time, if not accepted, this offer shall be null and void. If accepted, this offer, subject to applicable three (3) day review period set out in Schedule "D" only if applicable, shall constitute a binding Agreement of Purchase and Sale. The Purchaser acknowledges that the Purchaser shall be responsible for determining whether the Vendor has accepted this Agreement. In this regard, the Purchaser shall contact the Vendor or the Vendor's sales agent to determine whether the Agreement has been accepted by the Vendor. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for notifying the Purchaser that the Agreement has been accepted by the Vendor, nor shall the Vendor be responsible for delivering a fully executed copy of the Agreement to the Purchaser. The Purchaser shall be responsible for obtaining a copy of the fully executed Agreement from the Vendor or from the Vendor's sales agent.

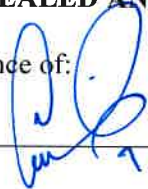
39. SCHEDULES


All Schedules and Addendum being Schedules "A" (items included), "B" (Lot on draft Plan of Subdivision), "C" (Additional Provisions), and "D" (Tarion Addendum) attached to this Agreement shall form a part of it.

SIGNED, SEALED AND DELIVERED

Dated this 16th day of November, 2019.

In the presence of:



Purchaser 1: 
Driver's Licence No: k6096-68468-96018
S.I.N. No.: _____

Purchaser 2: _____
Driver's License No.: _____
S.I.N. No.: _____

Solicitors for the Purchaser: _____

Telephone No: _____

Fax No.: _____

Email: _____

The Vendor hereby accepts the above offer.

DATED this 16th day of November, 2019.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: 

Solicitors for the Vendor:
NORMAN H. WINTER
416.964.0325
nw@nwinlaw.com
LAW OFFICES OF NORMAN H. WINTER
1 St. Clair Avenue East, Suite 801,
Toronto, Ontario M4T 2V7 Canada - T. 416.964.0325 - F. 416.964.2494

Features and Finishes

ARCHITECTURAL FEATURE

Architecturally controlled streetscapes with pleasing exterior colour schemes, styles and elevations.
Precast concrete and / or stucco window sills, headers and arches, per elevation
35 year self-sheathing shingles
Low maintenance aluminum soffits, fascia, downspouts and eaves troughs
Prefinished aluminum roll-up garage doors with tempered and thermal privacy glazing.
Designer decorative exterior lights on front and rear facades
Fully sodded lot, where applicable
Fully paved driveway consisting of a base and top coat finish
Luxurious Stone Veneer and Brick Exteriors
Spacious Decks, where grade permits
Vinyl Sliding Doors with Screen, per elevation
Vinyl casement windows, air tight
All operating windows will be screened
8' high wood insulated front entry door with accenting glass inserts
Garage to house entry door, where grade permits
Front entry doors with brushed silver grip set, and passage and deadbolts used all on side and rear entry doors with matching floor mounted doorstops (except for sliding doors)

INTERIOR FEATURES

Smooth ceilings throughout
8 foot wood grain front doors
Ceiling height of approximately 9' on Main
Porcelain 12" x 24" tile in Baths and Laundry
Upgraded casings and millwork - 3" window and door casing, 5" baseboard
Two tone paint - Semi gloss white shade on casings and millwork and flat high grade paint on the walls in a neutral tone selected from 5 colours in our Design Centre
Approximately 7' high interior doors throughout
Stained Oak Stairs to match wood flooring, with buyer's choice of Iron or Wood Pickets
Smart system Programmable Home Thermostat from NEST
Rough-in for Security Alarm
Garage Door Opener
High efficiency furnace and air conditioning units per suite
Vented Cold Cellars with interior Light, where applicable
Spray Foam Insulation over Garage Ceilings
Single handle faucets in Kitchen & Bathrooms
Pre-wired for Phone, Cable, Internet in Bedrooms and Main living areas
Your choice of traditional or contemporary fireplace where plan permits

FLOORING

Imported 12" x 24" porcelain tile in the foyer, powder room, laundry room and all bathrooms (per plan) selected in our Design Centre
High style 3 1/8" inch wood plank floor, engineered to be used everywhere in your home, except the bathrooms, laundry room and foyer
Engineered Floor Joist System



DESIGNER KITCHEN

High grade, 5-piece panel style Kitchen Cabinetry, with extended uppers

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with one double basin under mount sink

Custom backsplash - either tile or painted glass

Chrome Riobel Kitchen faucet. A single handle faucet with integrated pull-out spray handle

Deluxe Stainless Steel Appliance Package (Refrigerator, Stove, Microwave and Dishwasher)

BATHS

High grade, 5-piece panel style Bathroom Vanity Cabinets

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with under mount sink in first Master Ensuite

Single-hole chrome superior Riobel faucet package in each bath, with mechanical pop up drain.

Frameless Glass Showers with a Light, where applicable

Rain showers in the Master bathroom

Custom wall tile, Floor to ceiling in the bath and shower areas, with accent tile design

Toto toilets

Shut off Valves installed for all Sinks & Toilets

Full, 4-piece bathroom in all finished basements

Vanity to ceiling mirrors in baths

Upgraded light fixtures on mirrors in all baths

LAUNDRY ROOMS

Full sized Washer & Dryer

Laundry tubs, as per plan

All required plumbing, electrical and venting rough-ins

Modern open shelf storage cabinets above the laundry tub, as plan permits

COMFORT FEATURES

Control switch located in the interior of the home near the garage to power off the garage door opener for added safety and security

Capped gas line at the outside rear of the home for future barbeque hook up

Complete central vac system in the garage

Smoke and carbon monoxide detectors installed and hard wired as per Building Codes

NEST Smart technology thermostat compatible with your smart phone for energy saving

Door chimes for the front door

Duct work sized for air conditioner installed

Two exterior water taps

Pre-wires for Phone, Cable, Internet in Bedrooms and Main living areas

White Decora Light Switches & Plugs

LIGHTING ELECTRICAL AND TECHNOLOGY


100 AMP electrical service

15 LED, energy saving pot lights on main floor

One exterior seasonal electrical outlet

European height white Decora plugs and switches throughout, per electrical standard specifications

Ceiling light fixtures in all rooms with the exception of the living room, which will have a switched wall outlet

✓ 

Weather proof exterior outlets, one at the front of the home and one at the rear of the home
Electrical wall outlets in the garage and an electrical outlet for the garage door and opener

SUPERIOR CONSTRUCTION

Approximately 8' poured concrete walls with heavy duty damp proofing, drainage board, weeping tiles and full height blanket insulation

Tongue and groove subfloor to be glued, screwed and sanded

2 X 6 exterior wall construction

Conventional air circulating system

High efficiency gas furnace

Poured concrete porch

Reinforced concrete garage floors and grade beams

Spray foam insulation in the garage ceiling below livable areas as well as all cantilevered box out window areas

Finished basements

HOMEOWNER WARRANTY PROTECTION

The Tarion Warranty offers: Seven (7) year protection on all structural defects

Two (2) year protection on mechanicals and materials including electrical, plumbing, heating and distribution systems, all exterior cladding, windows and doors

One (1) year protection on all workmanship and material defects

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SCRIBERRAS ROAD

EXISTING RESERVES

EXISTING RESERVES

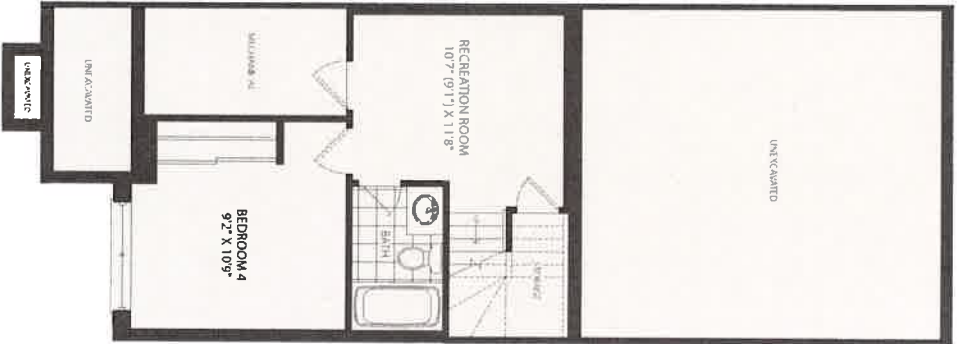
LICHFIELD ROAD

LANEWAY

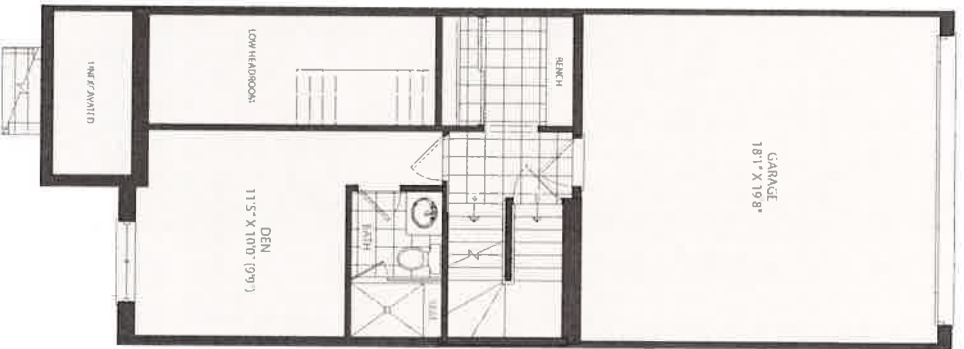
HWY 7



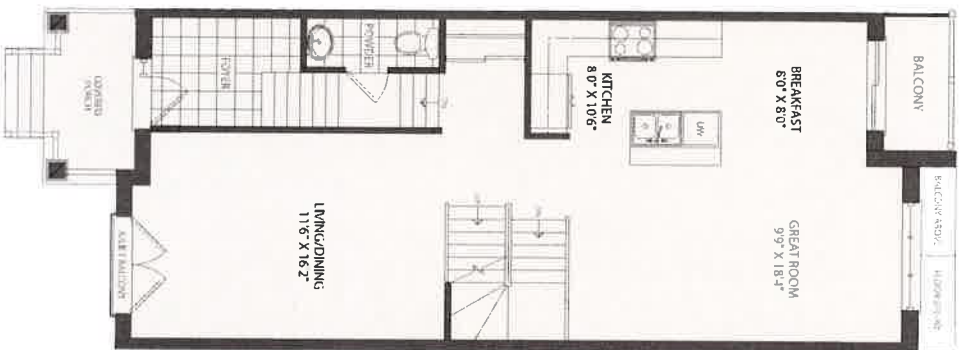
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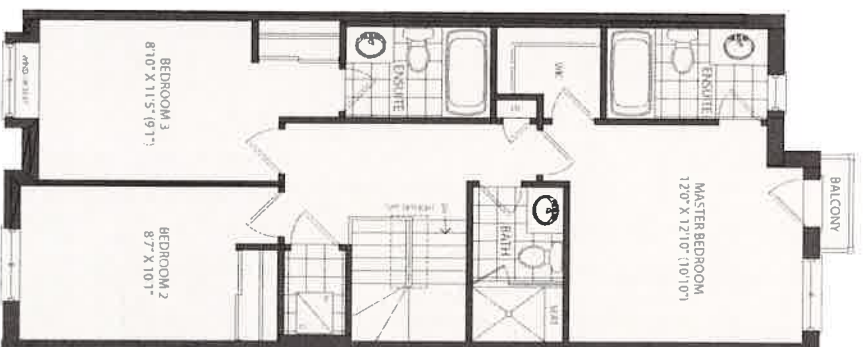
TOP LEVEL (REAR)



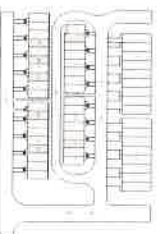
SECOND LEVEL



THIRD LEVEL



FOURTH LEVEL



UPTOWN COLLECTION U21
TOTAL LIVING AREA: 2,265 SQ.FT.

X

SCHEDULE "C"

ADDITIONAL PROVISIONS

1. HARMONIZED SALES TAX

The Purchaser and Vendor hereby acknowledge and agree that subject to compliance with and accuracy of the Purchaser's representations, warranties, acknowledgements, covenants and agreements herein the Purchase Price includes the Harmonized Sales Tax ("HST") exigible pursuant to Part IX of the Excise Tax Act (Canada) (the "HST Legislation"), net of the new housing rebate permitted under the HST Legislation, if any (the "Rebate").

The Purchaser acknowledges and agrees that the Vendor shall insert in Box 4 of the Transfer/Deed of Land delivered on Closing relating to the Real Property the actual consideration for the Real Property, being the Purchase Price less HST net of the Rebate, if any.

The Purchaser hereby covenants and agrees that he/she is acquiring the Real Property for use as his/her primary place of residence (as defined in the HST Legislation). The Purchaser further covenants and agrees that, forthwith after Closing, he/she shall personally occupy the Real Property or cause one or more of his/her relations (as defined in the HST Legislation) to occupy the Real Property as his/her primary place of residence for such period of time as required by Canada Customs and Revenue Agency pursuant to its administrative guide lines or under the HST Legislation in order to entitle the Purchaser to the Rebate.

The Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he/she may have on Closing or thereafter to any rebates, refunds or credits pursuant to the HST Legislation, including without limiting the generality of the foregoing, the Rebate.

The Purchaser covenants and agrees to execute and deliver to the Vendor on Closing all applications, assignments, authorizations, directions, forms and such other documents as may be requested by the Vendor or its solicitors to verify entitlement to such rebate, refund or credit and to effect the proper assignment thereof to the Vendor including, without limiting the generality of the foregoing, an independent form of the Purchaser's covenant to assign set out above.

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

In the event that the Purchaser does not qualify for the Rebate, the Vendor agrees to pay the HST exigible with respect to the purchase of the Real Property and the Vendor acknowledges that such HST is included in the Purchase Price provided, however, the Purchaser shall reimburse the Vendor as an adjustment on Closing with the amount equal to the Rebate to which the Purchaser would have been entitled if the Purchaser had qualified for the Rebate.

2. RESTRICTIONS AND NOTICES PURSUANT TO THE SUBDIVISION AGREEMENT

The Purchaser hereby acknowledges that title to the Lands will be subject to a Subdivision Agreement with The Corporation of the Town of Markham and or the Region of York, which Agreement may contain warning clauses and restrictions which the Vendor is required to bring to the attention of the Purchaser by incorporating same into this Agreement. The Purchaser acknowledges that the Subdivision Agreement will be registered against title to the Real Property prior to the Closing Date. The Purchaser acknowledges and agrees that his solicitor will search title to the Real Property prior to the Closing Date and shall be responsible for reviewing the Subdivision Agreement and identifying for the Purchaser any warning clauses and/or restrictions, if any, which are prescribed by the Subdivision Agreement. The Purchaser's solicitor shall be responsible for explaining the nature and importance of any such warning clauses and/or restrictions to the Purchaser. The Purchaser acknowledges and agrees that, on registration of the Subdivision Agreement against title to the Real Property, all warning clauses and/or restrictions prescribed by the Subdivision Agreement shall be deemed to be incorporated into and shall be deemed to form a part of this Agreement and, if required by the Vendor or the Municipality, the Purchaser covenants and agrees to execute, on or prior to Closing an acknowledgement and/or amendment in that regard, without same affecting the balance of this Agreement.

3. PURCHASER'S FINANCING

The Purchaser hereby covenants and agrees to provide to the Vendor such financial information regarding the Purchaser forthwith after the Purchaser signing this Agreement, and thereafter as the Vendor may require from time to time prior to the Closing Date for the purpose of confirming that the Purchaser has the financial capability of completing the transaction of purchase and sale contemplated by this Agreement. If the Purchaser fails to provide such information within ten days of the request for same by the Vendor, then the Purchaser shall be considered to be in default pursuant to this Agreement. In the event that the Vendor is not satisfied, in its sole and absolute discretion, with the financial strength of the Purchaser or with the completeness and accuracy of the information provided by the Purchaser, the Purchaser hereby acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

INITIAL (Purchaser) _____

_____ (Vendor)

- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

In the event that the Purchaser is arranging mortgage financing for the purpose of completing the transaction of purchase and sale on the Closing Date, the Purchaser hereby covenants and agrees to apply for such mortgage financing within 10 days from the date of acceptance of this Agreement by the Vendor and forthwith provide the Vendor with evidence of said application and a copy of approval or rejection. In the event that the Purchaser fails to diligently comply with this provision, the Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

4. LOT NUMBERS

If on or after registration of the plan of subdivision, and any subsequent subdivision or reference plan, the lot number of the Land is changed, the Purchaser agrees to accept such variation in lot number, and this Agreement shall be read with all amendments required thereby.

5. CERTIFICATE OF OCCUPANCY

The Certificate of Occupancy issued by the Municipality will document the building inspection history, including mandatory inspections which were not conducted.

6. SPECIFIC RESTRICTIONS AND NOTICES WHICH MAY AFFECT THE LOT PURSUANT TO THE SUBDIVISION AGREEMENT

TO BE DETERMINED.

7. FENCING FEATURES

The Purchaser covenants and agrees that all fencing adjacent to road allowances and walkways will be erected entirely on private property and will not be erected on the lot line or into any road allowance or public property.

8. COMMUNITY MAILBOXES

Purchasers are advised that mail delivery will be from a designated Community Mail box.

INITIAL (Purchaser)



(Vendor)



SCHEDULE "D"

TARION WARRANTY CORPORATION
THIS DOCUMENT CONTAINS IMPORTANT INFORMATION
FOR THE CONSUMER

ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

This addendum forms part of the Agreement of Purchase and Sale between:

Safana Kodwavi

("Purchaser")

and

SUNRISE ACQUISITIONS (HWY 7) INC.

("Vendor")

Dated April 30, 2019.

(the "Agreement")

INITIAL (Purchaser)



(Vendor)



Property Lot 49

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: 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. You can also obtain a copy of the Homeowner Information Package which 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 Sunrise Acquisitions (Hwy 7) Inc
Full Name(s)
PURCHASER Safana Kodwavi
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 4th day of February, 2020.

A **Second Tentative Occupancy Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Occupancy Date. The Second Tentative Occupancy Date can be up to 120 days after the First Tentative Occupancy Date, and so could be as late as: the 3rd day of June, 2020.

The Vendor must set a **Firm Occupancy Date** by giving proper written notice at least 90 days before the Second Tentative Occupancy Date. The Firm Occupancy Date can be up to 120 days after the Second Tentative Occupancy Date, and so could be as late as: the 1st day of October, 2020.

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.

The Vendor can set a Delayed Occupancy Date that is up to 365 days after the earlier of the Second Tentative Occupancy Date and the Firm Occupancy Date: This **Outside Occupancy Date** could be as late as: the 3rd day of June, 2021.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy twice by up to 120 days each time by setting a Second Tentative Occupancy Date and then a Firm Occupancy Date in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date. Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 6th day of November, 2019

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date. Notice of a second delay in Occupancy must be given no later than: the 5th day of March, 2020. (i.e., at least **90 days** before the Second Tentative Occupancy Date), or else the Second Tentative Occupancy Date becomes the Firm Occupancy Date.

3. 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 5th day of July, 2021.

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, 11 and 12 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 16 day of NOVEMBER, 2019.

VENDOR: [Signature]

PURCHASER: [Signature]

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 freehold but also involves an interest in a common elements condominium corporation. 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	Sunrise Acquisitions (Hwy 7) Inc		
	Full Name(s)	50 West Wilmot St., Suite 100	
	46593		
	Tarion Registration Number	Address	
	905-597-3333	Richmond Hill	ON L4B 1M5
	Phone	City	Province Postal Code
	905-597-3334		
	Fax	info@sunrisehomes.ca	
		Email*	

PURCHASER	Safan Kodwavi		
	Full Name(s)	Woodbridge ON L4H 0N8	
	72 Grand Vellore Cres.		
	Address	City	Province Postal Code
	416-827-7099		
	Phone	safanakodwavi1@gmail.com	
	Fax	Email*	

PROPERTY DESCRIPTION

4148 Hwy 7		
Municipal Address	ON	L3R 0W9
Markham	Province	Postal Code
City		
Short Legal Description		

Number of Homes in the Freehold Project 52 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. Yes No
 If yes, the plan of subdivision is registered. Yes No
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. Yes No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
 (i) water capacity; and (ii) sewage capacity to service the Property. Yes No

If yes, the nature of the confirmation is as follows:
DPA

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

- (c) A building permit has been issued for the Property. Yes No
- (d) 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 Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description for the related common elements condominium corporation.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Occupancy Date:** The Vendor may choose to set a Second Tentative Occupancy Date that is no later than 120 days after the First Tentative Occupancy Date. The Vendor shall give written notice of the Second Tentative Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (d) **Firm Occupancy Date:** The Vendor shall set a Firm Occupancy Date, which can be no later than 120 days after the Second Tentative Occupancy Date or, if a Second Tentative Occupancy Date is not set, no later than 120 days after the First Tentative Occupancy Date. If the Vendor elects not to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. If the Vendor elects to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Second Tentative Occupancy Date, or else the Second Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, 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 11.

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 (j), (k) and (l) 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 (j), (k) and (l) 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:

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:

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 First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative 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 (l) 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) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) 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 a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) 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.
- (l) 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 11(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 11(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.

9. Occupancy

If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

MISCELLANEOUS

10. 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.

11. 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 or Schedule C.
- (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.

12. 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 11(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.

13. Definitions

"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 the 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 home.

“**Critical Dates**” means the First Tentative Occupancy Date, the Second Tentative Occupancy Date, 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.

“**First Tentative Occupancy Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“**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 on or before Closing.

“**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 freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

“**Purchaser's Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

“**Second Tentative Occupancy Date**” has the meaning given to it in paragraph 1(c).

“**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.

14. 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.

15. 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 15, 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.

16. 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 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) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold 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.

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
- (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
- (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
- (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

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).

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

- 2.

- 3.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

- 2.

- 3.

SCHEDULE C

Terms of Occupancy Licence

If the purchaser takes Occupancy of the home before the date of Closing or is required to do so under the Purchase Agreement, then the following provisions shall apply:

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly **Occupancy Fee** from and after the Occupancy Date which shall not exceed an amount calculated as follows:
 - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
 - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
 - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

The Occupancy Fee shall be payable on the first day of each month in advance until the date of Closing. The Occupancy Fee is a fee for the use of the home and no part of it shall be credited as payments on account of the Purchase Price. If Occupancy does not occur on the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month.

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
 - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
 - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
 - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
 - (d) may withhold consent to an assignment of the right to use CEC property; and
 - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.

9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
11. In accordance with section 58(1).4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
13. 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 home by the supplier of such services.
14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

DISCLOSURE STATEMENT
(under subsection 72(3) of the Condominium Act, 1998)

1. **DATE OF DISCLOSURE STATEMENT** __3__ day of June, 2016
2. **TYPE OF CORPORATION** The Corporation is a freehold condominium corporation that is a common elements condominium corporation.
3. **NAME AND MUNICIPAL ADDRESS OF DECLARANT**
 - (a) Name of Declarant: Sunrise Acquisitions (HWY 7) Inc.
 - (b) Municipal Address of Declarant: c/o Sunrise Homes Ltd.
50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (c) Mailing Address of the
Condominium: 50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (d) Municipal Address of the Condominium:

There is presently no municipal address for the Common Elements Condominium Corporation. It is intended that the Common Elements Condominium Corporation shall consist primarily of common driveways and walkways and shared services including hydro and gas, and storm and sanitary sewers. The parcels of tied land shall have municipal addresses assigned to them in such fashion as may be determined by the municipality.

4. **GENERAL DESCRIPTION OF THE PROPERTY**

- (a) Division and Composition of the Project

The proposed Condominium is a freehold condominium that is a common elements condominium corporation as defined by the Act.

The Declarant proposes to develop a common elements condominium that will be comprised, for the most part, of common driveways and walkways with various shared services including hydro, telephone, gas, and cable, and storm and sanitary sewers located within the common elements. The Condominium is to be developed in conjunction with the development of thirty five (35) townhouse dwellings. Each of Lots 1 through 35 shall form one parcel of tied land ("POTL") on which townhouse dwellings shall be constructed.

A common interest in the Condominium shall attach to each POTL, described in the Declaration, and cannot be severed from any POTL upon a sale or enforcement of any encumbrance registered against title to a POTL.

Delivered to each Purchaser with this Disclosure Statement is a reduced copy of the preliminary draft Condominium Plan showing the location of the Condominium, Draft Site Plan The actual location of certain structures may be altered and/or revised to comply with the final site plan and other approvals from the appropriate governmental authorities. Purchasers are advised that, at present, certain services and facilities intended to be located beneath or within the internal road or on Condominium Property to service the development may be required to be located in areas outside the Condominium Property, and therefore may be located within the proposed POTLs. Accordingly, these areas may be subject to easements in favour of the Corporation or other owners enjoying the use of such services for access, use, repair, maintenance and replacement of such services or facilities.

The Declarant reserves the right to increase or decrease the number of POTLs, provided that each Purchaser's proportionate share of the common expenses shall not increase in a material fashion, and any such changes shall not constitute a material change.

Purchasers of POTLs are advised that during the construction of the Condominium and of the dwellings on the POTLs, the Declarant, its workmen, trades, suppliers, agents, contractors and servants shall be entitled to use those portions of the common elements as may be necessary. Purchasers are advised that construction activity may result in noise, dust, debris and heavy traffic during the day and may interfere with the ordinary use and enjoyment of the Condominium and the POTLs. The Declarant shall make reasonable efforts to minimize such disruption during the course of construction, but nothing shall derogate from the right of the Declarant to complete construction.

(b) Proposed Types and number of Buildings and Units

The Condominium shall consist of common roadways, with the POTLs located adjacent to the Condominium.

(c) Utilities and Other Services

Hydro service supplied to the common elements will be bulk metered and billed directly to the Condominium Corporation by the utility and included in the budget.

It is presently anticipated that there will be no door to door mail delivery, and mail delivery to a communal mail box will be available to the POTLs.

(d) Amenities

Perimeter fencing or a privacy hedge of trees may be required along the edge of the roadway where there is no outlet and will be maintained by the Condominium Corporation and are included in the budget. Privacy fencing required for all POTLs, along with retaining walls and acoustical walls which may be required for some of the POTLs, will be maintained by the owners of the POTLs and shall not be an obligation of the Condominium Corporation.

(e) Easements and Restrictions

The Condominium shall be subject to such easements as disclosed by registered title and described in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the property as of the date of this Disclosure Statement, further easements are contemplated to be registered. These easements may include an easement for vehicular and pedestrian ingress and egress, for utilities, and for storm and sanitary sewers. Some easements have been described in this Disclosure Statement in a general nature and will be finalized once the specific locations and nature of such easements have been determined.

The POTLs will be subject to easements in favour of the Condominium Corporation for the purposes of installing, maintaining, repairing and replacing, as required, any services which are necessary for the common elements or for providing services to the owners of the POTLs.

5. DECLARATION, BY-LAWS, RULES AND INSURANCE TRUST AGREEMENT

Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws, Rules and Insurance Trust Agreement.

6. BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION

(a) Proposed Management Agreement (Section 111 of the Act)

The Corporation will enter into a management agreement following registration of the Condominium for the first year following registration. A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the proposed Management Agreement for an understanding of the provisions contained therein.

(b) Other Agreements (Section 112 of the Act)

Such contracts as may be necessary or required for the provision of services to the Condominium may be entered into, including, without limitation, electrical services, landscaping, snow removal, provision of supplies, insurance, legal and accounting services, and other such matters as may be required for the orderly operation of the business of Corporation.

(c) Proposed Insurance Trust Agreement (Section 114 of the Act)

Corporation will not enter into an insurance trust agreement following registration of the Condominium.

7. MISCELLANEOUS MATTERS

(a) ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

The Property is not subject to ONHWPA. The Declarant does not intend to enroll the Property under ONHWPA.

(b) The Declarant reserves the right to market POTLs in blocks to investors, but has no present intention of doing so. No restriction has been placed on the number of POTLs that may be purchased by an individual or a corporation.

(d) Declarant does not intend to cause Corporation to amalgamate with another corporation nor does Declarant have any knowledge that Corporation intends to amalgamate with another corporation.

(e) No building on the Property has been or will be converted from a previous use and no buildings are proposed to be constructed on the Property aside from a construction office and/or a sales office which shall remain on the Property until such time as the POTLs are sold.

(f) A Budget Statement for the one year period immediately following registration of Declaration and Description is included with this Disclosure Statement.

(g) There are no fees or charges that Corporation is required to pay to Declarant or another person except as set forth in the Budget. Refer to Budget for all expenses of Corporation and services being provided.

(h) Pursuant to subsection 82(8) of the Act, Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest Declarant is required to pay to purchaser under Section 82 of the Act.

(i) Declarant does not intend to permit any part of common elements to be used for commercial or other purposes not ancillary to residential purposes on the POTLs.

(j) Declarant does not intend to provide any major assets or property to Corporation.

(k) There are no units, assets or services that Corporation is required to acquire nor are there any agreements or leases that Corporation must enter into with Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of Declarant.

(l) Declarant owns lands adjacent to the Condominium lands which are presently vacant and which will comprise the POTLs. Application for site plan approval

from the City of Markham is pending.

(m) No part of the common elements is subject to a lease or license.

8. **RESCISSION RIGHTS (Section 73 of the Act)**

The following is a copy of Section 73 of the Act which sets out the rescission rights available to a Purchaser of a Unit in the Condominium:

"(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registrable form.

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

(a) the date that the purchaser receives the disclosure statement; and

(b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

(3) If a declarant or the declarant solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it."

10. **RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)**

The following is a copy of Section 74 of the Agreement which sets out what constitutes a "material change" and the rescission rights available to a purchaser of a POTL in the event of a material change:

"(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

(2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

(a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;

(b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turnover meeting has been held under section 43;

(c) a change in the portion of units or proposed units that the declarant intends to lease;

(d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been

completed as of the date on which the disclosure statement was made; or

(e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality for the Minister of Municipal Affairs and Housing, as the case may be as described in that subsection if the unit or the proposed unit is in a vacant land condominium corporation.

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Ontario Court (General Division) for a determination whether a change or a series of changes set out in the statement or notice is a material change.

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Ontario Court (General Division) makes a determination under subsection (5) or (6) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Ontario Court (General Division) for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application under subsection (5).

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

(10) The declarant shall make the refund,

(a) within 10 days after received a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).

DECLARATION

COMMON ELEMENTS CONDOMINIUM

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

SUNRISE ACQUISITIONS (HWY 7) INC.

(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Markham, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property"; and
- B. The Declarant intends that the Property shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold common elements condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I – INTRODUCTORY

1.1 Common Elements Condominium

The registration of this Declaration and the Description will create a freehold common elements condominium corporation.

1.2 Division of POTLS

A parcel of tied land may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a parcel of tied land.

1.3 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Board" means the Corporation's Board of Directors;
- (b) "By-Laws" means the by-laws of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property;
- (d) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (e) "Owner" means the Owner or Owners of the freehold homes in a POTL and who owns, pursuant to the Act, a common interest in the common elements, but does not include a mortgagee of a POTL unless in possession;

(f) "POTL" or "POTLS" means the parcel or parcel(s) of tied land to which a common interest is attached as described in Schedule "D" to this declaration; and

(g) "Rules" means the Rules passed by the Board.

1.4 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.5 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto and against each POTL is contained in Schedule "B" attached hereto.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each POTL in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each POTL in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

(a) The Corporation's address for service shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine;

(b) the Corporation's mailing address shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine.

(c) The Corporation's municipal address is 50 West Wilmot St., Richmond Hill, Ontario L4B 1M5

1.8 Architect Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings and structures that the declaration and description show are included in the Common Elements and have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

1.9 Exclusive Use Common Elements

There are no exclusive use of parts of the Common Elements designated in Schedule "F" attached hereto.

ARTICLE II - COMMON EXPENSES

2.1 Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties

of the Corporation and such other expenses, costs and sums of money designated as Common Expenses in the Act and this Declaration and without limiting the generality of the foregoing, shall include those expenses set out in Schedules "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation its proportionate share of the Common Expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any Bylaws or rules in force from time to time by any Owner, or by members of its family and/or its respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.4 Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

2.5 Monies Owning

Monies owing pursuant to this Declaration by the Owner to the Corporation shall bear interest at the prime lending rate of the Corporation's Bank as it may set from time to time plus five percent (5%) compounded monthly until paid, calculated semi-annually, not in advance, or at such other rate or interest as the Board may from time to time establish.

2.6 Collection

All costs, charges and expenses including solicitors' costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its rights against an owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the costs of bringing an application under Section 134 of the Act, shall be payable by the Owner to the Corporation. All monies, interests and costs payable by an Owner to the Corporation may be collected as additional Common Expense payments and shall be recoverable as such.

ARTICLE III - COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements for residential purposes only and for uses ancillary thereto, except as herein otherwise provided. Provided that until the sale of all Units and the completion of construction of the Project, the Declarant, its agents and contractors may:

- (i) operation of a model home within a POTL and maintain promotional signage and displays on the Common Elements and on the said POTL;
- (ii) maintain construction trailers or offices on the Common Elements;
- (iii) maintain construction materials on the Common Elements; and
- (iv) have access to the Common Elements to complete construction.

3.2 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.

3.3 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which it has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the POTLS make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

3.4 Parking

Parking shall be permitted only on those parts of the Common Elements designated by the Corporation for parking and as set forth in the Rules. All costs to effect compliance with this provision by any Owner of a POTL may be levied as an additional common expense attributable to such POTL.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 Responsibility of Owner

- (a) Each Owner shall be responsible for all damage to the Common Elements, which is caused by the negligence or wilful misconduct of the Owner, its tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- (b) Each Owner shall be responsible for the repair, maintenance and replacement costs of the fencing, berming, and retaining walls and acoustical walls on its POTL and at the rear of or at the flankage of the POTL. No owner may substantially change the colour, materials, style, design or type of fences without the prior written consent of the Board.

4.2 Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all facilities (including without limitation, water mains, storm and sanitary sewers and street lights) which service more than one POTL, whether located within the Common Elements or wholly or partly within a POTL and the Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this paragraph.

4.3 Snow Clearance by Corporation

The Corporation may pile snow cleared from the Common Elements onto the front or side yards of the POTLS.

ARTICLE V - INDEMNIFICATION

- 5.1** Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, its family, guests, visitors or tenants to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such. In the event that any insurance proceeds payable to the Corporation are reduced by the amount of a deductible, and the loss giving rise to such payments was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

ARTICLE VI - INSURANCE

6.1 By the Corporation

The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the owners as required or permitted by the Act in such amounts and upon such terms as the Board of Directors may determine from time to time. Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear

6.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment.

1
proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any POTL. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article VI; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

6.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance should be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's POTL and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

ARTICLE VII - GENERAL MATTERS AND ADMINISTRATION

7.1 Invalidity

Each of the provisions of this Declaration 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 Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

7.2 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

7.3 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

7.4 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto executed this Declaration under the hands of its proper officer duly authorized in that behalf.

DATED at Markham this ____ day of _____, 2016.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: _____
Sajjad Hussain – ASO

I have authority to bind the Corporation

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the Act)

CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. KingSett Mortgage Capital has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered at the Land Registry Office for the Land Titles Division of York.
2. KingSett Mortgage Capital hereby consents to the registration of this Declaration pursuant to the *Condominium Act, 1998*, against the land or interests appurtenant to the land as the land and the interests are described in the Description.
3. KingSett Mortgage Capital postpones its mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. KingSett Mortgage Capital is entitled by law to grant this consent and postponement.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Capital

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "B"

CONSENT TO ATTACHMENT OF A COMMON INTEREST

(under clause 140(c) of the *Condominium Act, 1998*)

1. KingSett Mortgage Captial has a mortgage registered in the Land Titles Division of against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated _____ and the description (known as the "Description") creating the Corporation.
2. KingSett Mortgage Captial acknowledges that, upon the registration of this Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. KingSett Mortgage Captial consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Captial

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SPECIFICATION OF COMMON EXPENSES

(Common Elements Condominium)

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums;
 - (ii) electricity respecting common elements;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal from common element roads and to remove same from the site, if required, and landscaping of common element areas: and
 - (v) utilities (hydro) to service the common elements, including all street lighting.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of the repair, maintenance, inspection, or replacement of the Common Elements as required from time to time;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if and when required, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"
EXCLUSIVE USE COMMON ELEMENTS

There are no exclusive use common elements

SCHEDULE "G"

Form 17

Condominium Act, 1998

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A COMMON ELEMENTS)
(under clauses 8 (1) (e) and (h) or clauses 157 (1) (c) and (e) of the *Condominium Act, 1998*)**

I certify that:

Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

- 1,2,3 The declaration and description show that there are no buildings or structures included in the common elements.
4. There are no underground garages.
5. There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place and operable.
7. There are no installations with respect to the provision of heat and ventilation.
8. There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place and operable.
10. There are no indoor and outdoor swimming pools.
11. All facilities and services that the declaration and description show are included in the common elements have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this _____ day of _____, 2016.

(print name)

Professional Architect/Engineer

SCHEDULE "H"

List of all buildings, structures, facilities and services that are included in the Common Elements:

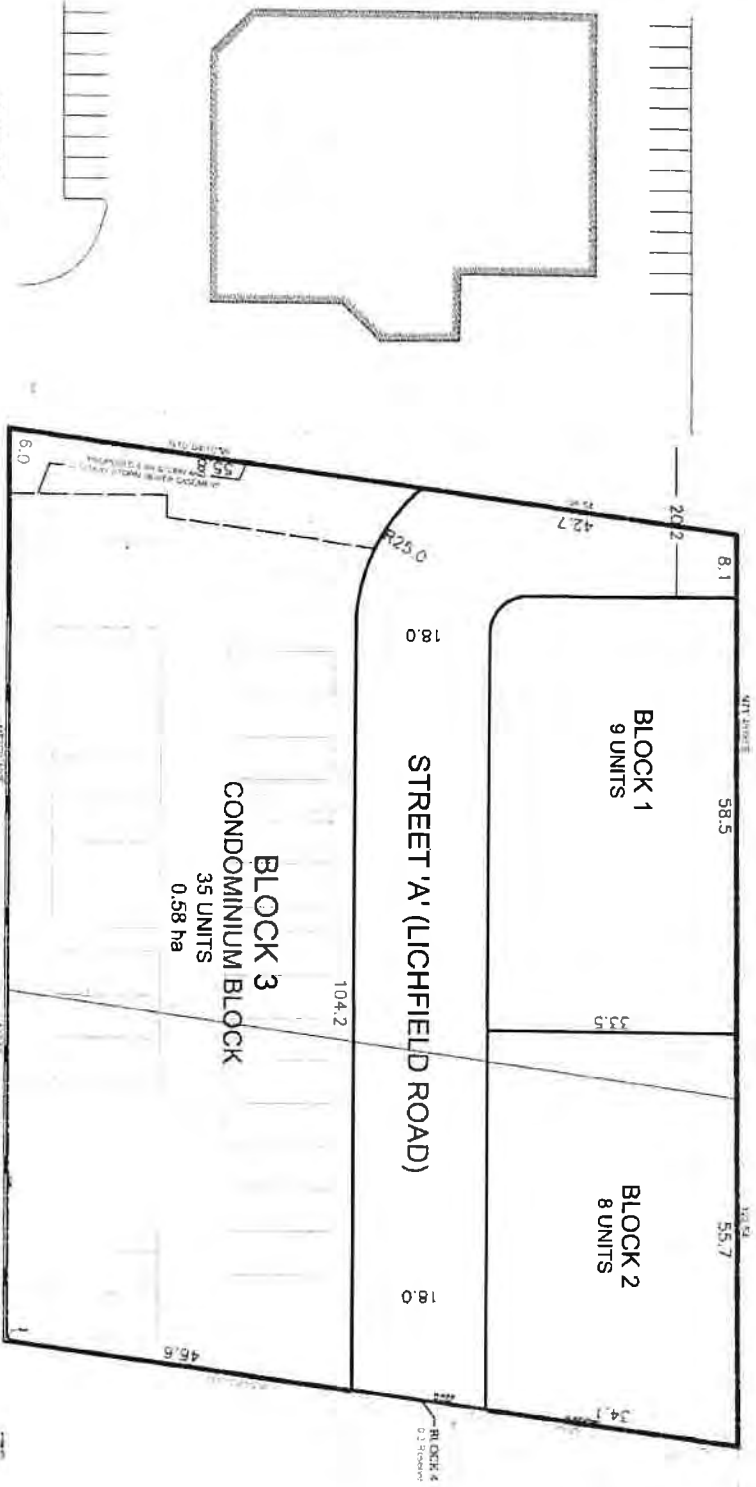
BUILDINGS AND STRUCTURES

There are no buildings or structures located within the Common Elements of the Corporation.

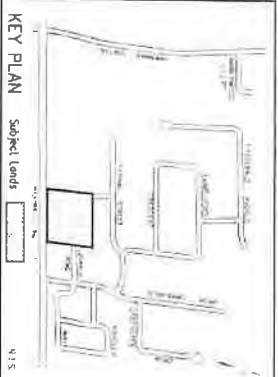
FACILITIES AND SERVICES

1. Storm and sanitary sewers, sump pumps within common areas, catch basins, manholes, water service, main line tee, shut off valves, fire hydrants, or other services or installations under or over the lands, which supply service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
2. electrical, switch gear, transformers, wires, pipes, valves, meters or other services or installations through, under or over the lands, which supply electrical service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
3. Street Lighting.
4. Common mail box.
5. Roads and sidewalks and perimeter fencing at edges of roads.
6. Provision of gas service.
7. Provision of telephone conduits.
8. Provision of television and cable conduits.

LICHFIELD ROAD
20.1



THE KING'S HIGHWAY NO. 7
PROJ. ULTIMATE REVIEW FOR THE DIVISION TO
BEHOLD BY CONCEPT PLAN N-201-1348-13



HUMPHRIES PLANNING GROUP INC.
1000 Highway 70, Suite 100
Ottawa, Ontario K1H 8L9
Tel: (613) 735-1111
Fax: (613) 735-1112
www.humphriesplanning.com

OWNER'S CERTIFICATE
I authorize Humphries Planning Group Inc. to prepare
and submit this plan for your approval.
Date: _____

SURVEYOR'S CERTIFICATE
I hereby certify that the boundaries of the lands
shown on this plan are correct and comply with the
requirements of the Survey Act, R.S.O. 1990,
c. 431, and the regulations thereunder.
Date: _____

ADDITIONAL INFORMATION
(Section 59(17) of the Planning Act, R.S.O. 1990,
c. 431, as amended) (to April 11, 1991)
1 - on lot plan
2 - on lot plan
3 - open utilities to be installed by developer
4 - all other notes to be made available by developer
5 - none

DEVELOPMENT STATISTICS

Freshfield Townhouses	1-2	0.37 ha
Condominium Block	5	0.59 ha
Roads: Street A @ 18m - 350m		0.24 ha
TOTAL		1.20 ha

UNIT BREAKDOWN

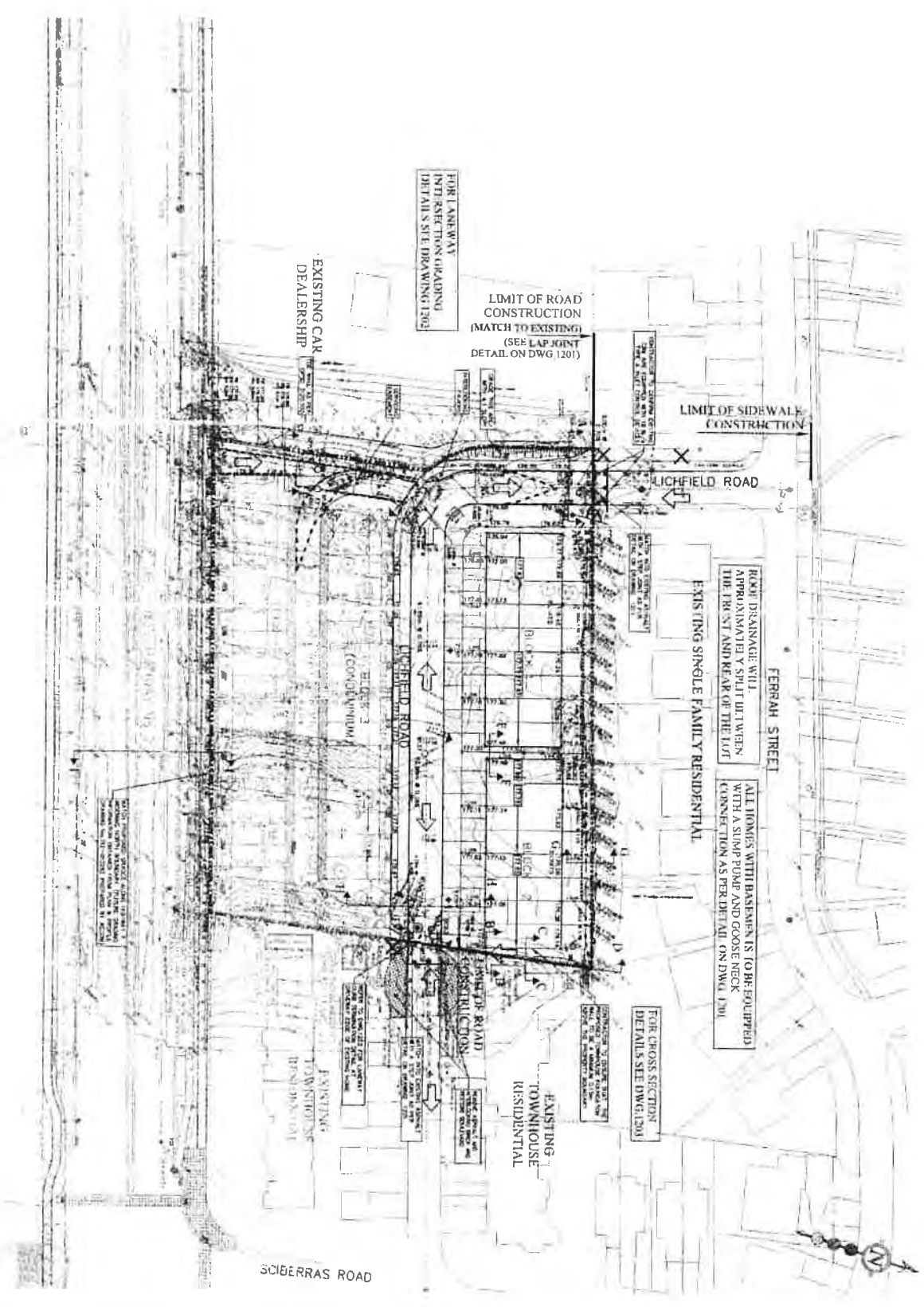
Freshfield Townhouses @ 6.1m (inh.)	17
Condominium Townhouses @ 5.7m (inh.)	35
Total Units	52

DRAFT PLAN OF SUBDIVISION



CREATING NUMBER

By: Humphries Planning Group Inc.	Creating Number:
Date: May 23, 13	
Checked By: J.H.	
Date Released: JUN 21, 13	
CAD FILE NO.:	A1



BENCHMARK: ELEV. 177.082

LEGEND:

- CONTOUR
- PROPOSED
- EXISTING
- 1% SLOPE
- 2% SLOPE
- 3% SLOPE
- 4% SLOPE
- 5% SLOPE
- 6% SLOPE
- 7% SLOPE
- 8% SLOPE
- 9% SLOPE
- 10% SLOPE
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- 43% SLOPE
- 44% SLOPE
- 45% SLOPE
- 46% SLOPE
- 47% SLOPE
- 48% SLOPE
- 49% SLOPE
- 50% SLOPE

RECEIVED
MAY 19 2016

NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX GRADING SPECIFICATIONS.
2. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX GRADING SPECIFICATIONS.
3. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX GRADING SPECIFICATIONS.
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9. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX GRADING SPECIFICATIONS.
10. THE GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX GRADING SPECIFICATIONS.

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	05/19/16	JK
2	ISSUED FOR PERMIT	05/19/16	JK
3	ISSUED FOR PERMIT	05/19/16	JK
4	ISSUED FOR PERMIT	05/19/16	JK
5	ISSUED FOR PERMIT	05/19/16	JK
6	ISSUED FOR PERMIT	05/19/16	JK
7	ISSUED FOR PERMIT	05/19/16	JK
8	ISSUED FOR PERMIT	05/19/16	JK
9	ISSUED FOR PERMIT	05/19/16	JK
10	ISSUED FOR PERMIT	05/19/16	JK

MARKHAM
CITY OF PHOENIX

SUNRISE ACQUISITIONS
HIGHWAY 7, INC.

GRADING PLAN

DATE: MAY 19 2016

401



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

**BUDGET STATEMENT
FOR THE FIRST YEAR OF OPERATIONS**

January 2016



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed Common Element Condominium corporation at Lichfield Road, Markham, Ontario.

REVENUE

Common Element Fees	\$54,578	
TOTAL REVENUE		\$54,578

ADMINISTRATION

Management Fees	\$20,340	
Insurance	3,000	
Legal	565	
Audit	3,843	
Office Expenses	500	
TOTAL ADMINISTRATION EXPENSES		\$28,248

UTILITIES

Hydro	\$1,200	
TOTAL UTILITIES		\$1,200

CONSULTING

Performance Audit	\$6,215	
TOTAL CONSULTING		\$6,215

CONTRACTS

Snow Clearing	\$8,000	
TOTAL CONTRACTS		\$8,000

RESERVE FUND

Reserve Fund Provision	\$6,961	
Reserve Fund Provision for Reserve Fund Study	3,955	
TOTAL RESERVE FUND		\$10,916

TOTAL EXPENSES		\$54,578
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If registration of the declaration and description occurs after December 31, 2017, then the budget statement shall be read as increased by an inflation rate of 7.5% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.



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NOTES TO THE BUDGET

I. INDIVIDUAL POTL ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the POTL's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

$$\$54,578 \text{ divided by } 12 = \$4,548.18$$

2. Monthly Individual Common Element Assessment:

Individual POTL monthly common element assessments are determined by multiplying the total monthly common element assessment (\$4,548.18) by the percentage contribution to common expenses of each POTL. Please see the Schedule at the back of this Budget Statement for the individual POTL monthly common element assessment.

II. OPERATING EXPENSES:

1. ADMINISTRATION \$28,248

a. Management Fees \$20,340

This covers the cost of the services of a property management company to administer the affairs of the condominium corporation and as detailed in the property management contract included in the Disclosure Statement Package. The contract for the first year is set at \$35.00 per unit per month plus the H.S.T. for part time property management.

b. Less Declarant Subsidy \$0

The cost of the Property Management services for the 1st 12 (twelve) months after registration will be paid for by the Declarant at the contracted price of \$0 plus the H.S.T. as stated in the Budget Notes above .

c. Insurance \$3,000

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.

d. Legal \$565

Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$500 plus the H.S.T.

e. Audit \$3,843

Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turn over meeting (The Turnover Audit) and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.



UNIONVILLAS
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NOTES TO THE BUDGET

- f. Office Expenses \$500

This budgeted amount provides for any office expenses directly related to the operation of the corporation including various office supplies, photocopying, mailings, the annual general meeting, CCI membership, bank charges and other such expenses.

2. UTILITIES \$1,200

- a. Hydro \$1,200

The budget is based on comparable property requirements and the current rates from the PowerStream website of 9.9 cents per kilowatt hour and administrative/distribution charges have been escalated by 3% and compounded annually. The budget includes electricity for the common areas only such as for street lighting etc. Each POTL will be separately metered or check metered and the cost of electricity to the POTL will be the responsibility of the respective POTL owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 10.5 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

3. CONSULTING \$6,215

- a. Performance Audit \$6,215

The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file with the Tarion Warranty Program during the first year. This is a one time expense.

The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first year expense of the corporation.

The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.



UNIONVILLAS
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NOTES TO THE BUDGET

4. CONTRACTS	\$8,000
a. Snow Clearing	\$8,000
<p>Provision to clear snow and ice from Common Element roadway(s) in the winter, including the cost of sand and ice melting salt substitute. The provision does not include snow clearing from the front of walkways, stairs and driveways as applicable, or with in any POTL. As such, snow clearing within each POTL will be the responsibility of POTL owner.</p>	
III. CONTRIBUTION TO THE RESERVE FUND	\$10,916
a. Reserve Fund Provision	\$6,961
<p>The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 25%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.</p>	
b. Reserve Fund Provision for Reserve Fund Study	\$3,955
<p>The Condominium Act of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund.</p>	
IV. GENERAL NOTES TO THE BUDGET	
a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$54,578 as shown on the Budget Statement.	
b. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$3,500 plus H.S.T.; the cost of the Performance Audit is \$5,500 plus H.S.T.; the cost of both the turn over and year end financial audits is \$3,401 plus H.S.T.	
c. The cost, type, level and frequency of services is detailed in the notes above.	
e. As stated in the notes above, 25% of the operating expenses will be paid into the reserve fund account. The provision is \$10,916.	
f. At the time of preparation of the Budget Statement, January 2016, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.	
g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.	
h. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense.	



UNIONVILLAS
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NOTES TO THE BUDGET

- i. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$6,960.64 in the reserve fund account.
- j. As at the date of the foregoing Budget, January 2016, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- k. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- l. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property.
- m. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after December 31, 2017. Provided however, that due to the significant fluctuation in gas, hydro and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.
- n. The Declaration contains a provision whereby during the first year following registration of the Declaration, the Declarant shall not be required to contribute to the payment of common expenses for a POTL until the registration of a Transfer of title from the Declarant for such POTL. Purchasers acknowledge that this may give rise to a deficit in the Budget for the first year following registration of the Declaration, however, the Purchaser acknowledges that the Declarant is responsible for any deficit in accordance with the provisions of Section 75 of the Act. In order to offset any such deficit, the Declarant will provide certain services set out in the Budget, as it determines, in its sole discretion, during the first year following registration of the Declaration, in order to reduce certain actual expenses to be incurred by the Corporation.



MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
1	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 1 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
2	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 2 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
3	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 3 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
4	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 4 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
5	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 5 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
6	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 6 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
7	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 7 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
8	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 8 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
9	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 9 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
10	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 10 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
11	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 11 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
12	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 12 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
13	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 13 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
14	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 14 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
15	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 15 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
16	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 16 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
17	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 17 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
18	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 18 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
19	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 19 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
20	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 20 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
21	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 21 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
22	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 22 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
23	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 23 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
24	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 24 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
25	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 25 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
26	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 26 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
27	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 27 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
28	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
29	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
30	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
31	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
32	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
33	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
34	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
35	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
TOTAL		\$4,548.18

AGREEMENT OF PURCHASE AND SALE

1. PARTIES, REAL PROPERTY AND PRICE

In this Agreement, the following terms have the following meanings:

- (a) "Vendor" means SUNRISE ACQUISITIONS (HWY 7) INC.
- (b) "Purchaser" means Purchaser 1: Safana Kodwavi (D.O.B.) 1989/10/18
- (c) Purchaser 2: _____ (D.O.B.) _____
 (Address) 72 Grand Vellore, Woodbridge, ON, L4H 0N8
 (Home No.) 416-827-7099 (Business No.) _____ (Fax No.) _____
 (Email Address) safanakodwavi1@gmail.com
- (d) "Real Property" means the Land and the Dwelling.
- (e) "Land" means Lot 50 on a draft plan of subdivision, Town of Markham, as shown on Schedule "B" attached hereto.
- (f) "Dwelling" or "House" are used interchangeably and means the townhouse to be constructed on the Land pursuant to this Agreement.
 Model & Elevation: RT-2, U23
- (g) "Purchase Price" means Nine Hundred and Fifty Thousand Dollars
 (\$ 950,000.00)
- (g) "Deposit": Five Hundred Thousand Dollars (\$ 500,000.00)
 ("Initial Deposit") paid to the Vendor forthwith, pending completion or other termination of this Agreement to be credited against the Purchase Price on Closing, plus such further deposits as are set out below:

<u>No.</u>	<u>Deposit Amount</u>	<u>Due Date</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The Purchaser shall deliver to the Vendor at the time of executing this Agreement post-dated cheques for the further deposit amount referred to above along with the cheque for the Initial Deposit.

- (h) "Closing Date" or "Closing" means March 29 , 2019, being the date set forth as the First Tentative Closing Date on the Statement of Critical Dates included as part of the Addendum to Agreement of Purchase and Sale – Delayed Closing Warranty, which is attached hereto and incorporated herein as Schedule "D", as such date may be extended and/or advanced pursuant to the terms of this Agreement and said Addendum.
- (i) "Developer" means any predecessor or present registered owner on title to the Land who has entered obligations for subdivision and/or servicing of the Land.
- (j) "Municipality" means any municipal corporation or other government authority, whether local, regional, or provincial having jurisdiction over the Real Property.
- (k) "Agent" means _____ Corporation.

INITIAL (Purchaser) S _____ (Vendor) [Signature] 1

2. OFFER

The Purchaser hereby offers to purchase the Real Property from the Vendor on the terms and conditions contained in this Agreement for the Purchase Price payable as follows:

- (a) By payment of the Deposit to the Vendor; and
- (b) By payment of the balance of the Purchase Price to the Vendor on Closing, subject to the adjustments set out in Section 7 hereof and in this Agreement.

3. PLANNING STATUS

The Land is currently within a draft plan of subdivision for which draft approval has been issued.

4. CONDITIONS

The Purchaser hereby acknowledges and agrees that the completion of this Agreement is conditional upon the following:

- (a) Compliance with the provisions of the Planning Act (Ontario), as amended or restated from time to time, on or before the Closing Date;
- (b) Approval of the subdivision agreement and site plan by the Municipality;
- (c) Vendor being satisfied, in its sole and absolute discretion, that the Purchaser has the financial resources to complete the transaction, as further set out in Schedule "C" attached hereto; and
- (d) The Early Termination Conditions if any, set out separately and attached to the Tarion Addendum attached hereto as Schedule "D".

5. ONTARIO NEW HOME WARRANTIES PROGRAM

The Ontario New Home Warranties Plan registration number for the Vendor is 40310 and the enrolment number for the Dwelling is _____, (if available).

6. BUILDER

For further information about this Agreement, the Vendor may be contacted at telephone no. (905) 597-3333, fax no. (905) 597-3334.

7. ADJUSTMENTS

The Purchase Price shall be increased or adjusted as of Closing by the following:

- (a) the enrolment fee required pursuant to the Tarion Warranty Program and costs or fees paid or payable by the Vendor with respect to the issuance of any security to or with the Program or any excess deposit insurance the Vendor may elect to obtain;
- (b) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. The Purchaser is advised that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor and shall be the responsibility of the Purchaser. In addition, the Purchaser shall lodge with the Vendor a deposit of \$2,000.00, to be held by the Vendor as security for compliance by the Purchaser of its obligations to pay realty taxes after Closing. The said security deposit, if not utilized by the Vendor, shall be returned to the Purchaser within six (6) months after the Land has been assessed and entered on the collector's roll according to the registered plan of subdivision;
- (c) all additional or increased charges and levies imposed or assessed in connection with the development of the Land by any municipal, regional or other governmental authorities at the time the Vendor is required to pay same in excess of the charges and levies imposed or assessed by such governmental authorities relating to the development of the Land as of the date of this Agreement;
- (d) an amount equal to the unused portion of any insurance premium relating to the Real Property where the policy has been arranged by the Vendor and is to be assumed by the Purchaser;

INITIAL (Purchaser) *JS* (Vendor) *AL* 2

- (e) any prepaid expenses such as gas, hydro, water or other utilities;
- (f) any charges for the connection or energization of gas, hydro, water or other utilities;
- (g) any charges relating to the installation of meters used to measure the consumption rate of gas, hydro, water or other utilities;
- (h) any extras ordered by the Purchaser (and not yet paid);
- (i) in the event that the Purchaser arranges mortgage financing with the financial institution recommended by the Vendor (the "Lender"), all legal fees and disbursements charged by the Lender's solicitor relating to such mortgage loan transaction;
- (j) interest adjustment on any Vendor-take-back financing, if any;
- (k) any other usual adjustments;
- (l) an adjustment in favour of the Vendor for that portion of the HST to be paid by the Purchaser pursuant to this Agreement, if any;
- (m) a \$250.00 administration fee shall be charged to the Purchaser for any cheque which is returned "N.S.F." or on which a "stop-payment" has been ordered;
- (n) the charge imposed by the Law Society of Upper Canada upon the Vendor or its solicitor with respect to this transaction;
- (o) driveway paving charge in the amount of \$2,185.00 for a two car garage driveway and \$1,645.00 for a one car garage driveway, plus HST thereon;
- (p) \$1,995.00 with respect to landscaping, which does not include any charge for the cost of any street tree (which may be required to be planted by the Vendor and/or the Developer in accordance with the subdivision agreement or requirements of the Municipality); and
- (q) The cost of supplying recycling contained to the Purchaser as required by the Subdivision Agreement.

The Closing Date itself shall be apportioned to the Purchaser. The parties agree to readjust any of the items referred to above, if necessary, after Closing. If there are chattels involved in this transaction, the allocation of value to such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected by the Vendor from the Purchaser and remitted by the Vendor to the appropriate taxing authority.

8. CONSTRUCTION

The Purchaser acknowledges and agrees that the Vendor may from time to time, in its discretion or as required by any governmental authority or the Developer, change, vary or modify the plans, colours, materials, equipment and specifications pertaining to the Dwelling (including architectural, structural, landscaping, grading, mechanical or other plans) from the plans and specifications existing at the time the Purchaser entered into this Agreement or as same may be illustrated in any sales brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to make any necessary changes to the plans and to substitute materials or equipment for those described in this Agreement or in the plans or specifications, provided the substituted materials or equipment are of equal or better quality, or if substituted materials or equipment (whether sold by sample or otherwise) is of lesser quality, the Vendor will reimburse the Purchaser for the difference in cost between the substituted material or equipment, and the material or equipment described in this Agreement. The Purchaser hereby consents to any such changes, modifications and/or substitutions and agrees to complete the transaction of purchase and sale notwithstanding same. All work will be performed in a workmanlike manner and in compliance with the Ontario Building Code.

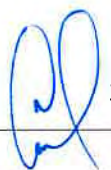
Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees as follows:

- (a) The Vendor shall have the right to construct the reverse mirror image of the Dwelling, including reversal of the garage siting and reversal of the interior floor plan layout, without notice to the Purchaser and without compensation or abatement to the Purchase Price.

INITIAL (Purchaser)



(Vendor)



- (b) As of the date of this Agreement, the final site plan relating to the Land showing the actual siting of the Dwelling on the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling on the Land in a location or angle different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (c) The Purchaser hereby acknowledges that, as of the date of this Agreement, final grading plans relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the Dwelling at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.
- (d) In the event that this Agreement calls for the construction of a walkout basement and such is not possible pursuant to final approved grading, engineering and/or site plans, the Purchaser shall accept a credit to the Purchase Price in lieu thereof. If this Agreement does not call for a walkout basement and such is required by the Municipality pursuant to final approved grading, engineering and/or site plans, the Purchase Price shall be increased by the cost of constructing a walkout basement. The amount of the credit to the Purchase Price or the additional cost of constructing the walkout basement shall be determined by the Vendor in its sole and absolute discretion acting reasonably.
- (e) In the event that the Dwelling is constructed at a grade level different than as depicted in any sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement necessitating a step or series of steps to the front door, side door, rear door or any other door of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without notice, without any right of abatement to the Purchase Price and in full satisfaction of the Vendor's obligations with respect to the construction of the Dwelling.
- (f) The Purchaser acknowledges that the dimensions of the Real Property as shown in any brochures or other materials are approximate only and the dimensions of the dwelling are also approximate. In the event that the frontage, depth or area of the Real Property is varied by up to and including 5% from the specifications set out in this Agreement, the Purchaser acknowledges and agrees to accept all such variations without notice and without a claim for compensation or abatement to the Purchase Price.
- (g) As of the date of this Agreement, the final grading plan relating to the Land may not have been completed by the Vendor or approved by the Municipality. Consequently, the Purchaser acknowledges and agrees that the grading of the Land may require the use of retaining walls on the Land or on adjoining properties. The Purchaser acknowledges and agrees that the Vendor shall have the right to construct such retaining walls without notice to the Purchaser and without compensation or abatement to the Purchase Price. In addition, the Purchaser acknowledges and agrees that the Vendor may construct any fences and/or berms on or near the Lands, as may be required.
- (h) The Purchaser acknowledges that the subdivision agreement between the Developer and the Municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, notice regarding land usage, maintenance of municipal fencing, school transportation, postal delivery to a community mail box, public transit and transit stops, noise level and noise level from adjacent roadways. Without limiting the generality of the foregoing, the Purchaser acknowledges that a YRT/Viva standing area/shelter pad will be constructed adjacent to the Land on the north side of Highway 7. Purchaser further acknowledges that despite the inclusion of noise attenuation features within the development area and within the individual Dwellings, noise levels will continue to increase, occasionally interfering with some activities of the occupants of the Dwelling. The Purchaser agrees to be bound by the content of any such notice and covenants to execute forthwith upon request an acknowledgement containing the notices if and when required to do so by the Vendor, the Municipality and/or the Developer. The Purchaser further acknowledges being advised that title to the Land may require maintenance, easements and/or encroachments/easements. The Purchaser further covenants and agrees to obtain a similar covenant in favour of the Vendor and developer from any person purchasing from the Purchaser and shall cause such covenant to run with the Land.

INITIAL (Purchaser)



(Vendor)



The Purchaser shall not have the right to enter the Real Property prior to Closing unless accompanied by a representative of the Vendor.

The Purchase Price shall include those items listed on Schedule "A". The Purchaser acknowledges that the furnishings, decor, finishes, equipment, fixtures, improvements and samples which may be displayed in any model suite or any sales office or in any brochures are for display purposes only and are not included in the Purchase Price unless specified in Schedule "A". The Purchaser acknowledges that the appliances for the Dwelling are not included in the Purchase Price unless specified in Schedule "A". The Purchaser hereby agrees to make any selection of any finishing items from the Vendor's available samples within seven (7) days after notice has been given by the Vendor to the Purchaser requesting the Purchaser to make selections from the available samples. If any such items are unavailable to the Vendor or the acquisition thereof by the Vendor may result in a delay in the construction of the Dwelling or any other unit in this project, then on seven (7) days notice from the Vendor the Purchaser shall re-attend at the Vendor's office and make a selection from the Vendor's available substitute finishing items. If the Purchaser fails to make selections following notice for the Vendor, then the Vendor shall be entitled to select such finishing items and the Purchaser hereby agrees that such selections made by the Vendor shall be binding on the Purchaser. The Purchaser acknowledges that variations from the Vendor's samples may occur in kitchen cabinets, vanity cabinets, floor finishes, wall finishes and other finishing materials as a result of normal production processes. The Purchaser acknowledges and agrees that where adjoining rooms are finished in different materials there may be a difference in elevation between the rooms and the Vendor may, at its discretion, install a threshold as a method of finishing the connection between the adjoining rooms.

The Purchaser acknowledges and agrees that the hot water heater tank may be rented. In such event, the hot water heater tank shall remain the property of the applicable utility company and shall not be or become a fixture and/or part of the Dwelling. Further, in such event, the Purchaser agrees to execute a rental contract as may be required by the applicable utility company with respect to the hot water heater and tank.

The Purchaser acknowledges and agrees that the Purchaser shall pay for all extras in full at the time of selection unless the Vendor otherwise agrees in writing. The Purchaser acknowledges that such payment shall not be refunded if this transaction is not completed as a result of a breach of contract by the Purchaser. If any extra is omitted, then the Purchaser shall be credited with the amount that the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

The Purchaser acknowledges and agrees that if due to grading or other requirements, as determined by the Vendor, at its sole discretion, the Vendor determines, at its sole discretion, that it cannot or will not to build a side door and/or door to the garage, the Vendor need not build such door(s) and the Purchaser covenants and agrees to accept the Dwelling without such door(s), at reduction in the Purchase Price.

9. (a) COMPLETION

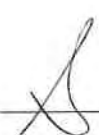

For the purposes of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling may be occupied, notwithstanding that there remains interior or exterior work to be completed including, but not limited to, painting, driveway paving, grading, sodding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work. If required, the Purchaser shall be responsible to obtain confirmation of allowable occupancy and, if available a copy of any occupancy certificate from the Municipality, and otherwise as may be required as set out in Schedule "D".

(b) COMPLETION INSPECTION

The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor prior to Closing, during normal working hours, to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of this Agreement. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranty Program. This Certificate when executed by the Vendor and Purchaser, together with the warranty itself under the Ontario New Home Warranty Program, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling and the Vendor's only warranty with respect to the Real Property. Such work will be performed as soon as is reasonably possible, as determined by the Vendor.

10. EXTENSION AND ADVANCEMENT OF THE CLOSING DATE

This transaction of purchase and sale shall be completed on the Closing Date or any earlier or later date as may be permitted under this Agreement and as set out on Schedule "D", at which time vacant possession of the Dwelling will be given to the Purchaser.

INITIAL (Purchaser)  (Vendor)  5

11. TITLE

On the Closing Date, the parties hereby acknowledge and agree that title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision servicing agreement, site plan agreement, housekeeping agreement, financial and/or security agreement, or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), encroachments from or on adjoining lands (including, without limitation, eaves, roofs, attachments to roofs), easements, licenses and rights required by the Vendor, Developer, adjoining landowners, Municipality or other authorities, including utilities, catch basins, transformers, poles, fences, hydrants and berms, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted, or provided the Real Property is an insurable title. The Purchaser shall satisfy himself or herself as to compliance with such matters. Title may also be subject to easements for maintenance or encroachments required for adjoining properties. If any of the foregoing easements, restrictions or rights are required to be created after Closing, the Purchaser shall execute any documents needed. The Purchaser further acknowledges and agrees that title shall also be subject to the rights of re-entry referred to in paragraphs 15, 28 and 29 and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser, and/or the Purchaser shall execute and provide the Vendor with any documents and/or agreements required by the Vendor.

The Purchaser shall be allowed until 30 days before the Closing Date to examine title to the Real Property at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be terminated and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Vendor shall provide the Purchaser with its standard undertaking and statutory declaration, and need not sign nor provide any other documents, nor need the Vendor's solicitor reply to any requisition from the Purchaser's solicitor that is otherwise addressed in this Agreement, the Vendor's documents or is otherwise not applicable.

The Vendor shall provide a survey of the Real Property on or before Closing.

The Purchaser acknowledges that the Vendor may have agreed to acquire registered title to the Real Property from the Developer on terms set forth in a separate agreement. The Purchaser agrees to accept a transfer of the Real Property as directed by the Vendor and the Purchaser agrees to provide and execute and deliver on Closing, whatever indemnities, releases, assurances and other documentation that may be required by the Vendor in order to transfer title as aforesaid.

12. PRIOR MORTGAGES

Title to the Land may be encumbered by mortgages or other loan security (whether to a bank, non-institutional lender, "private" lender or any other party) not to be assumed by the Purchaser on Closing. The Purchaser agrees to complete the transaction notwithstanding any such mortgage or other security and to accept the Vendor's undertaking to obtain and register complete or partial discharges of such mortgages as soon as reasonably possible after Closing, as determined by the Vendor in accordance with its building and sales program.

Notwithstanding anything herein contained and notwithstanding the provisions of the *Land Titles Act* of Ontario, and any amendments thereto or any successor legislation, where any mortgages, charges or debentures are registered on title and where discharges, cessations, partial discharges or partial cessations thereof are tendered for registration in the appropriate Land Titles Office, such mortgages, charges, or debenture shall be deemed to be discharged for all purposes once the discharges, cessations, partial discharges or partial cessations have been accepted for registration, notwithstanding that the Parcel Register has not been signed to reflect such registration and notwithstanding any statutory terms to the contrary as contained in the Land Titles Act of Ontario, as amended, and any successor legislation.

13. RISK

The Dwelling shall remain at the Vendor's risk until Closing.

14. TRANSFER AND CLOSING

The transfer/deed of land shall be prepared by the Vendor's solicitors and shall be registered on Closing by the Purchaser, at the Purchaser's expense. The Purchaser agrees to advise the Vendor's solicitors, at least 30 days prior to the Closing Date, (or such earlier time if so required by the Vendor) as to how the Purchaser will take title to the Real Property and of the birth dates of all parties taking title to the Real Property, failing which the Vendor may insert the Purchaser(s) name(s) set out herein.

INITIAL (Purchaser)



(Vendor)



The Purchaser agrees that keys may be released to the Purchaser at the construction site upon completion of this transaction or at the Registry Office, at the Vendor's option. The Purchaser agrees that the Vendor's solicitor's advice that keys are available for release to the Purchaser shall constitute a valid tender of keys on the Purchaser.

If the transaction is completed by electronic registration the Vendor's solicitor shall not be required to release the Transfer until it is in receipt of all closing certified funds. In addition, the Purchaser shall be required to reimburse the Vendor or the Vendor's solicitor directly, the amount of \$250.00, plus HST thereon, with respect to the Vendor's solicitor's fee pertaining to such electronic registration procedure.

15. AFTER CLOSING

The Ontario New Home Warranty shall constitute the Vendor's only warranty, express or implied, in respect of any aspect of construction of the Dwelling and shall be the full extent of the Vendor's liability for defects in materials, workmanship or damage, loss or injury of any sort.

The Purchaser agrees not to alter the grading or drainage pattern of the Land in any way and shall not construct any fences, pools, patios, sheds, decks or similar structures prior to final grading approval by the Municipality, without the Vendor's consent. Some settlement of the Land and/or Dwelling is to be expected and the Purchaser shall repair minor settlement at its own expense.

The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of damage to basement improvements and for chattels stored in basement resulting from any water seepage through the foundation walls or rupture, back-up, leakage or other malfunction or defect of the plumbing, storm or sanitary sewer or drainage systems.

The Vendor reserves the right of re-entry for itself, the Developer and the Municipality for the completion of grading and the correction of any surface drainage problems or the completion of any other matter required by the subdivision agreement or otherwise. The Vendor may re-enter to remedy at the Purchaser's expense any default by the Purchaser. The Vendor may also re-enter to complete any outstanding work.

The Purchaser acknowledges and agrees that the provisions of this section and all of the Purchaser's representations, covenants and obligation in the Agreement shall not merge and shall survive the closing of this transaction. The Purchaser agrees to sign all documentation required by the Vendor and deliver same on closing in order to give effect to the foregoing.

16. LIMITATION

The rights, remedies and recourses of the Purchaser in connection with this Agreement are limited to the Vendor, notwithstanding that Vendor may be, or deemed to be by law, acting as an agent or otherwise on behalf of some other person, firm or corporation and the Purchaser hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourses against such other person, firm or corporation, at law or otherwise.

17. NON ASSIGNABLE

The Purchaser covenants and agrees not to advertise for sale, list for sale, offer for sale, sell or enter into any other agreement, conditional or otherwise, to sell the Real Property or assign the Purchaser's interest in this Agreement to any person without the prior written consent of the Vendor which may be unreasonably or arbitrarily withheld. Any offering for sale, assignment, sale or other disposition of the Purchaser's interest in the Real Property or this Agreement shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement, in which event, the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further interest in the Real Property or this Agreement.

18. TENDER

The Purchaser waives personal tender and agrees that failing other mutually acceptable arrangements, tender may be validly made by the Vendor if the Vendor attends at the Registry Office in which title to the Real Property is recorded, at 12:00 noon on the Closing Date and remains there until 12:30 p.m., or at any other time of which the Vendor's solicitor notifies the Purchaser's solicitor on said date for ½ hour, and is ready, willing and able to complete this transaction. Alternatively, a tender may be validly and effectively made on the solicitor for the Purchaser, either personally or by facsimile. The Purchaser agrees that payment must be made or tendered by bank draft or certified cheque. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements to do so in case the Purchaser should complete the transaction. Notwithstanding the foregoing, in the event that the Purchaser or his solicitor

INITIAL (Purchaser) X (Vendor) [Signature] 7

indicates or expresses to the Vendor or its solicitor, either verbally or in writing, on or before the Closing Date, that the Purchaser is unable or unwilling to complete this purchase transaction, the Vendor shall be relieved of any obligation to make any formal tender on the Purchaser or his solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

In the event that an electronic registration system (the "System") under part III of the *Land Registration Reform Act*, R.S.O. 1990 c. L. 4, as amended, is operative in the applicable Land Titles Office in which the Land is registered, then the Purchaser agrees to do all things necessary and as may be requested or required by the Vendor or its solicitor to complete this transaction using the System. The Purchaser acknowledges that: (i) the System is an electronic, paperless land registration System that no longer relies on signatures for such documents as a transfer/deed of land; (ii) he will not be entitled to receive the transfer/deed or land unless the balance due on closing in accordance with the Vendor's statement of adjustments is in the hands of the Vendor's solicitors (either by personal delivery or electronic funds transfer) at least one business day before the Closing Date; and (iii) the delivery and exchange of documents and money governed by the Registration Agreement (as hereinafter defined).

Where the System is operative, it will therefore be necessary for the Purchaser and the Purchaser agrees: (i) to use a lawyer authorized to use the System and who is in good standing with the Law Society of Upper Canada; (ii) to authorize and direct such lawyer to enter into the Vendor's solicitors standard form of escrow closing agreement (the "Registration Agreement") which will establish the procedures for closing the transaction; and (iii) that if the Purchaser's lawyer is unwilling or unable to complete this transaction under the System, then the Purchaser's lawyer must attend at the Vendor's solicitor's office at such time on the Closing Date as directed by the Vendor's solicitor to complete the transaction under the System utilizing the Vendor's solicitor's computer facilities and the Purchaser agrees to pay the Vendor's solicitor directly the sum of \$295.00, plus HST, for such service.

19. WHOLE AGREEMENT

The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property except as contained in this Agreement. This Agreement may not be amended other than in writing.

20. INTERPRETATION

This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement. Unless otherwise specified herein, all statements of or references to dollar amounts in this Agreement shall mean lawful money of Canada.

21. RESIDENCY

The Vendor represents that it is not a non-resident for the purposes of section 116 of the *Income Tax Act*, Canada.

22. NO REGISTRATION

The Purchaser agrees not to register nor allow or caused to be registered against title to the Land any notice, lien, execution, encumbrance or caution or other reference to this Agreement or his interest in or against the Land. If any such registration occurs, the Vendor may terminate this Agreement forthwith and the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further right to or interest in this Agreement or the Real Property. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

23. SUCCESSION

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each of the parties hereto.

24. NOTICE

Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail, or by facsimile transmission addressed to the Purchasers' solicitor or the Purchaser at his or her address listed on Page 1 hereof and, in the case of the Vendor, any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by facsimile and prepaid mail to the Vendor's solicitor and a copy to the Vendor at the addresses indicated herein. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the

INITIAL (Purchaser) _____

_____ (Vendor) _____

third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered or sent by facsimile transmission.

25. DEFAULT

(a) In the event that the Purchaser defaults with respect to any of the covenants, representations, warranties, acknowledgements or obligations to be performed by the Purchaser pursuant to this Agreement and such default continues for seven (7) days after written notice thereof has been given to the Purchaser or his solicitor by the Vendor or its solicitor, or in the event the Purchaser fails to complete the transaction on the Closing Date the Vendor shall have the right to declare this Agreement null and void and, in such event, the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty and without prejudice to or limiting the rights of the Vendor to claim for damages in excess of such amounts and without limiting any other rights or remedies to which the Vendor may be entitled in law.

(b) **EVIDENCE OF DEFAULT**

A certificate of an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been mailed to the Purchaser, shall be conclusive evidence of the facts therein stated.

(c) **DOCUMENTS IF TRANSACTION DOES NOT CLOSE**

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

26. RIGHTS OF VENDOR

It is understood and agreed that the rights contained in paragraph 25 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to 5% above the Prime Rate, calculated from the due date to the date of payment. Prime Rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which Royal Bank of Canada establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time.

27. GRADING/FENCING

(a) The Purchaser covenants that he will not remove any topsoil or subsoil or do anything which may alter the grading or change or obstruct the drainage of the Real Property or surrounding lands and shall not construct any fences, pools, patios, sheds or similar structures prior to final grading approval, without the Vendor's consent and, upon default, the Developer, the Municipality or the Vendor or their respective servants, agents, successors and assigns may enter upon the Real Property and correct such grading or remove such obstruction at the Purchaser's sole expense. Any expense incurred by the Developer, the Municipality or the Vendor in this regard shall be payable by the Purchaser forthwith upon demand. Some settlement of the Land is to be expected and the Purchaser shall repair minor settlement. The Purchaser shall care for sod, shrubs and other landscaping provided as a result of the remedying of such defects.

(b) The Purchaser will not, prior to lot grading completion and Municipal approval therefor, install any fence, deck, storage shed or other structure on the Land. In order to provide side-yard access between buildings so that abutting house purchasers can repair and maintain their respective side-yard building portions, no side-yard fence or storage shall be permitted from 3 meters back of the common side-yard's most rear structure to the frontage street. No fence along a lot boundary abutting a street, open space or parkland will be installed except in compliance with the requirements of the development architect as to fence type, design and finishing as well as fence height and location. The Purchaser will not install any boundary fence except in accordance with

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Municipal requirements, and if the Purchaser installs a fence that runs along the boundary of any lands then owned by the Developer, the Developer will have no obligation to pay any portion of the fence cost. The Purchaser will maintain any fence along or adjacent to the lot boundary and will not remove, place a gate in or otherwise alter such fence.

28. TEMPORARY EASEMENT

The Purchaser shall grant a temporary right-of-way over the rear ten feet (10') of the Land over the full width to all purchasers in the subdivision, their agents and workmen through, along and over the said Land for the purpose of reaching their own land or transporting materials, machinery or equipment thereto until such time as roads and streets are useable and the Purchaser agrees to keep such right-of-way clear of surface earth or material.

29. RIGHT OF RE-ENTRY

The transfer herein shall contain a provision that the transfer/conveyance is subject to the rights of the Vendor, Municipality/Region and/or other service provider, their successors and assigns, in the nature of a license or easement for themselves and parties authorized by any of them to enter upon any part of the Land excluding the dwelling at any time prior to the complete acceptance of the subdivision by the Municipality for the purpose of doing any work as may be required in order to satisfy the requirements to the Subdivision Agreement or of any other agreement with the service providers entered into or to be entered into by the Subdivider, including without limiting the generality of the foregoing, the right to complete or adjust the grading and/or drainage of any of the Land and effect any corrective measures required without such re-entry being deemed a trespass. The Purchaser covenants that in any transfer or disposition to any subsequent party, it shall reserve unto and assign the benefit of a similar right to re-entry to the Vendor, Municipality, Region and other service providers, and parties authorized by any of them. The aforesaid covenant shall be included in the Transfer/Deed to the Purchaser and shall run with the land conveyed to the Purchaser. The Purchaser, is hereby advised that the proposed lot grading may require the use of retaining walls, fences, easements for drainage purposes, culverts, drains, catch basins and/or lot sloping. Any such retaining walls and fences shall be maintained in good condition and repair solely at the cost and obligation of Purchaser. Purchaser agrees to allow the erection and maintenance on the land of entry features or other structures and hereby consents to allow the erection and maintenance thereof after closing. The Purchaser is hereby given notice that the Land may require some or all of the aforementioned.

30. MAINTENANCE OF SOD

The Purchaser shall be solely responsible for watering and general maintenance of the sod from the Closing Date or from the date that the sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Purchaser shall be solely responsible to pay for same, plus an administrative fee thereon, and the Vendor may, but shall not be obligated to do so until payment has been made therefore by the Purchaser.

31. DRIVEWAY

The Purchaser shall be solely responsible for any settlement of the driveway after the Closing Date. Purchaser acknowledges that it has been advised by Vendor that settlement is likely to occur after Closing. Purchaser agrees that it will at no time modify, extend, enlarge or change the driveway or its dimensions or location. If the Purchase Price specifically includes the paving of the driveway, Vendor shall only have an obligation to pave such driveway to the access point of lot and on the portion of the lot owned by Purchaser, only once and such paving, it is agreed, shall occur within 24 months after Closing, subject to weather conditions. Purchaser specifically agrees that in the event that Vendor does not have any obligation to pave the driveway, the Purchaser will pave the driveway and will not take any other steps or actions to damage, alter, move or interfere with any water box(es) located thereon. Purchaser shall be liable for all damage, loss and expense caused to the water box(es). Purchaser agrees to consult with and obtain the approval of the Vendor, Subdivider, or Municipal Water Department prior to commencing any work in, on or around the water box(es). On certain lots, service trenches cross the driveway and settlement may occur. Purchasers are also advised that prior to paving, they should ensure that there is no further settlement taking place.

32. REZONING

The Purchaser acknowledges receipt of notice from the Vendor that the Developer, Subdivider or its related/associated corporation(s) may develop other lands in the vicinity of the herein Land and apply for zoning/rezoning thereof, and the Purchaser agrees on behalf of himself, his heirs, executors, administrators, successors and assigns to consent to any such development zoning/rezoning application, and agrees that this paragraph may be pleaded as a bar to any objection thereto. The Purchaser covenants with the Vendor to the intent that the burden of this covenant shall run with and be binding upon the Land

INITIAL (Purchaser) *S* (Vendor) *[Signature]* 10

to be conveyed hereunder and every part hereof and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Vendor and its predecessor and successors in title within the Subdivision or contiguous thereto, that the Purchaser will not oppose any application for severance or for rezoning (including all applications ancillary hereto) by the Vendor and its predecessor and successors or assigns in the Subdivision or contiguous there, for use as a commercial, industrial or multiple family purposes and that this covenant may be pleaded by the said Vendor, its predecessor, successors or assigns, as an estoppel to any such opposition or in aid of an injunction restraining such opposition. The Purchaser shall extract a similar covenant from all successors in title. Without limiting the generality of the foregoing, the Vendor or its predecessor may apply for, and the Purchaser will not oppose, any application for zoning in accordance with the present Official Plan.

33. SUBORDINATION AND POSTPONEMENT

The Purchaser acknowledges that the Vendor is or may be borrowing money from a financial institution to be secured by one or more charges registered or to be registered against the Real Property and the Purchaser agrees that this Agreement, any interest of the Purchaser in this Agreement (whether such interests are in equity or at law), and any and all Deposits paid or to be paid by the Purchaser pursuant to this Agreement and any purchaser's lien arising by the terms of this Agreement or from the payment of any Deposit pursuant to this Agreement or arising by operation of law is hereby subordinated and postponed to and will be subordinated and postponed to any mortgages, charges, debentures and trust deeds registered or to be registered against title to the Real Property and any advances thereunder, made from time to time, and to any easement, license or other agreements to provide services to the Real Property or to any lands adjacent thereto. The Purchaser agrees to execute any and all documentation necessary to give full force and effect to same forthwith after being requested to do so by the Vendor.

34. PURCHASER'S DOCUMENTS TO BE DELIVERED ON CLOSING

The Purchaser agrees to forthwith execute and deliver to the Vendor, on or before Closing, or at such other time as advised by the Vendor, all documents as may be required by the Vendor in order to close this transaction including but not limited to (i) the execution of the transfer by the Purchaser (ii) the execution and delivery of the Vendor's standard form of Purchaser's Acknowledgement and Undertaking as may be required by the Vendor; and (iii) any form of written acknowledgement by the Purchaser relating to lot grading and other subdivision matters.

35. INVALIDITY


The invalidity of any particular paragraph of this Agreement shall not affect the validity of any other provision and, in such event, this Agreement shall be construed as if such invalid provision was omitted.

36. 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, 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.
- (b) At any time prior to the Closing 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 Ontario New Home Warranty Plan Act and upon any such assignee assuming all obligations under this Agreement and notifying 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.

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

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Real Property, including without limitation, the

INITIAL (Purchaser)  (Vendor) 

Purchaser's name, home address, email address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired home design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future Real Property declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other Real Property projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new Real Property and/or related services to the Purchaser and/or members of the Purchaser's family;
- (c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider and/or excess Real Property deposit insurer, required in connection with the development and/or construction financing of the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), 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;
- (e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Home and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (f) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide such personal information to entity providing security alarm systems and services;
- (g) 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), and Canada Revenue Agency (i.e. with respect to HST);
- (h) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the *Income Tax Act*, R.S.C. 1985, as amended;
- (i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and
- (j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

38. ACCEPTANCE

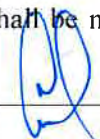
This offer shall be irrevocable by the Purchaser until 11:50 p.m. on the 1st business day for 3 business days after the Purchaser signs this Agreement, after which time, if not accepted, this offer shall be null

INITIAL (Purchaser)



(Vendor)

12



and void. If accepted, this offer, subject to applicable three (3) day review period set out in Schedule "D" only if applicable, shall constitute a binding Agreement of Purchase and Sale. The Purchaser acknowledges that the Purchaser shall be responsible for determining whether the Vendor has accepted this Agreement. In this regard, the Purchaser shall contact the Vendor or the Vendor's sales agent to determine whether the Agreement has been accepted by the Vendor. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for notifying the Purchaser that the Agreement has been accepted by the Vendor, nor shall the Vendor be responsible for delivering a fully executed copy of the Agreement to the Purchaser. The Purchaser shall be responsible for obtaining a copy of the fully executed Agreement from the Vendor or from the Vendor's sales agent.

39. SCHEDULES

All Schedules and Addendum being Schedules "A" (items included), "B" (Lot on draft Plan of Subdivision), "C" (Additional Provisions), and "D" (Tarion Addendum) attached to this Agreement shall form a part of it.

SIGNED, SEALED AND DELIVERED

Dated this 25th day of January, 2017.

In the presence of:



Purchaser 1: Sajana

Driver's License No.: K6096-68468-96018

S.I.N. No.: _____

Purchaser 2: _____

Driver's License No.: _____

S.I.N. No.: _____

Solicitors for the Purchaser: _____

Telephone No: _____

Fax No.: _____

Email: _____

The Vendor hereby accepts the above offer.

DATED this 25th day of January, 2017.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: 

Solicitors for the Vendor:

NORMAN H. WINTER

416.964.0325

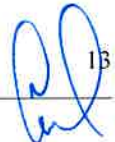
nw@nwinlaw.com

LAW OFFICES OF NORMAN H. WINTER

1 St. Clair Avenue East, Suite 801,

Toronto, Ontario M4T 2V7 Canada - T. 416.964.0325 - F. 416.964.2494

INITIAL (Purchaser) X

(Vendor) 

SCHEDULE "C"

ADDITIONAL PROVISIONS

1. HARMONIZED SALES TAX

The Purchaser and Vendor hereby acknowledge and agree that subject to compliance with and accuracy of the Purchaser's representations, warranties, acknowledgements, covenants and agreements herein the Purchase Price includes the Harmonized Sales Tax ("HST") exigible pursuant to Part IX of the Excise Tax Act (Canada) (the "HST Legislation"), net of the new housing rebate permitted under the HST Legislation, if any (the "Rebate").

The Purchaser acknowledges and agrees that the Vendor shall insert in Box 4 of the Transfer/Deed of Land delivered on Closing relating to the Real Property the actual consideration for the Real Property, being the Purchase Price less HST net of the Rebate, if any.

The Purchaser hereby covenants and agrees that he/she is acquiring the Real Property for use as his/her primary place of residence (as defined in the HST Legislation). The Purchaser further covenants and agrees that, forthwith after Closing, he/she shall personally occupy the Real Property or cause one or more of his/her relations (as defined in the HST Legislation) to occupy the Real Property as his/her primary place of residence for such period of time as required by Canada Customs and Revenue Agency pursuant to its administrative guide lines or under the HST Legislation in order to entitle the Purchaser to the Rebate.

The Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he/she may have on Closing or thereafter to any rebates, refunds or credits pursuant to the HST Legislation, including without limiting the generality of the foregoing, the Rebate.

The Purchaser covenants and agrees to execute and deliver to the Vendor on Closing all applications, assignments, authorizations, directions, forms and such other documents as may be requested by the Vendor or its solicitors to verify entitlement to such rebate, refund or credit and to effect the proper assignment thereof to the Vendor including, without limiting the generality of the foregoing, an independent form of the Purchaser's covenant to assign set out above.

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

In the event that the Purchaser does not qualify for the Rebate, the Vendor agrees to pay the HST exigible with respect to the purchase of the Real Property and the Vendor acknowledges that such HST is included in the Purchase Price provided, however, the Purchaser shall reimburse the Vendor as an adjustment on Closing with the amount equal to the Rebate to which the Purchaser would have been entitled if the Purchaser had qualified for the Rebate.

2. RESTRICTIONS AND NOTICES PURSUANT TO THE SUBDIVISION AGREEMENT

The Purchaser hereby acknowledges that title to the Lands will be subject to a Subdivision Agreement with The Corporation of the Town of Markham and or the Region of York, which Agreement may contain warning clauses and restrictions which the Vendor is required to bring to the attention of the Purchaser by incorporating same into this Agreement. The Purchaser acknowledges that the Subdivision Agreement will be registered against title to the Real Property prior to the Closing Date. The Purchaser acknowledges and agrees that his solicitor will search title to the Real Property prior to the Closing Date and shall be responsible for reviewing the Subdivision Agreement and identifying for the Purchaser any warning clauses and/or restrictions, if any, which are prescribed by the Subdivision Agreement. The Purchaser's solicitor shall be responsible for explaining the nature and importance of any such warning clauses and/or restrictions to the Purchaser. The Purchaser acknowledges and agrees that, on registration of the Subdivision Agreement against title to the Real Property, all warning clauses and/or restrictions prescribed by the Subdivision Agreement shall be deemed to be incorporated into and shall be deemed to form a part of this Agreement and, if required by the Vendor or the Municipality, the Purchaser covenants and agrees to execute, on or prior to Closing an acknowledgement and/or amendment in that regard, without same affecting the balance of this Agreement.

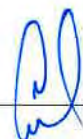
3. PURCHASER'S FINANCING

The Purchaser hereby covenants and agrees to provide to the Vendor such financial information regarding the Purchaser forthwith after the Purchaser signing this Agreement, and thereafter as the Vendor may require from time to time prior to the Closing Date for the purpose of confirming that the Purchaser has the financial capability of completing the transaction of purchase and sale contemplated by this Agreement. If the Purchaser fails to provide such information within ten days of the request for same by the Vendor, then the Purchaser shall be considered to be in default pursuant to this Agreement. In the event that the Vendor is not satisfied, in its sole and absolute discretion, with the financial strength of the Purchaser or with the completeness and accuracy of the information provided by the Purchaser, the Purchaser hereby acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

INITIAL (Purchaser)



(Vendor)



- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

In the event that the Purchaser is arranging mortgage financing for the purpose of completing the transaction of purchase and sale on the Closing Date, the Purchaser hereby covenants and agrees to apply for such mortgage financing within 10 days from the date of acceptance of this Agreement by the Vendor and forthwith provide the Vendor with evidence of said application and a copy of approval or rejection. In the event that the Purchaser fails to diligently comply with this provision, the Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and arbitrary discretion, to:

- (a) require the Purchaser to pay an additional deposit in such amount as may be determined by the Vendor, in its sole and absolute discretion, which amount shall immediately become due and shall be paid by the Purchaser to the Vendor by certified cheque within five days of written notice given by the Vendor to the Purchaser in this regard, failing payment the Purchaser shall be in default pursuant to this Agreement; or
- (b) terminate this agreement. Upon such termination, the Deposit paid by the Purchaser to such date shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser whatsoever as a result of such termination.

4. LOT NUMBERS

If on or after registration of the plan of subdivision, and any subsequent subdivision or reference plan, the lot number of the Land is changed, the Purchaser agrees to accept such variation in lot number, and this Agreement shall be read with all amendments required thereby.

5. CERTIFICATE OF OCCUPANCY

The Certificate of Occupancy issued by the Municipality will document the building inspection history, including mandatory inspections which were not conducted.

6. SPECIFIC RESTRICTIONS AND NOTICES WHICH MAY AFFECT THE LOT PURSUANT TO THE SUBDIVISION AGREEMENT

TO BE DETERMINED.

7. FENCING FEATURES

The Purchaser covenants and agrees that all fencing adjacent to road allowances and walkways will be erected entirely on private property and will not be erected on the lot line or into any road allowance or public property.

8. COMMUNITY MAILBOXES

Purchasers are advised that mail delivery will be from a designated Community Mail box.

INITIAL (Purchaser) *JS* _____ (Vendor) *[Signature]*

SCHEDULE "D"

TARION WARRANTY CORPORATION
THIS DOCUMENT CONTAINS IMPORTANT INFORMATION
FOR THE CONSUMER

ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

This addendum forms part of the Agreement of Purchase and Sale between:

Safana Kodwavi

("Purchaser")

and

SUNRISE ACQUISITIONS (HWY 7) INC.

("Vendor")

dated January 25, 2017 .

(the "Agreement")

INITIAL (Purchaser)



(Vendor)



Features and Finishes

ARCHITECTURAL FEATURE

Architecturally controlled streetscapes with pleasing exterior colour schemes, styles and elevations.
Precast concrete and / or stucco window sills, headers and arches, per elevation
35 year self-sheathing shingles
Low maintenance aluminum soffits, fascia, downspouts and eaves troughs
Prefinished aluminum roll-up garage doors with tempered and thermal privacy glazing.
Designer decorative exterior lights on front and rear facades
Fully sodded lot, where applicable
Fully paved driveway consisting of a base and top coat finish
Luxurious Stone Veneer and Brick Exteriors
Spacious Decks, where grade permits
Vinyl Sliding Doors with Screen, per elevation
Vinyl casement windows, air tight
All operating windows will be screened
8' high wood insulated front entry door with accenting glass inserts
Garage to house entry door, where grade permits
Front entry doors with brushed silver grip set, and passage and deadbolts used all on side and rear entry doors with matching floor mounted doorstops (except for sliding doors)

INTERIOR FEATURES

Smooth ceilings throughout
8 foot wood grain front doors
Ceiling height of approximately 9' on Main
Porcelain 12" x 24" tile in Baths and Laundry
Upgraded casings and millwork - 3" window and door casing, 5" baseboard
Two tone paint - Semi gloss white shade on casings and millwork and flat high grade paint on the walls in a neutral tone selected from 5 colours in our Design Centre
Approximately 7' high interior doors throughout
Stained Oak Stairs to match wood flooring, with buyer's choice of Iron or Wood Pickets
Smart system Programmable Home Thermostat from NEST
Rough-in for Security Alarm
Garage Door Opener
High efficiency furnace and air conditioning units per suite
Vented Cold Cellars with interior Light, where applicable
Spray Foam Insulation over Garage Ceilings
Single handle faucets in Kitchen & Bathrooms
Pre-wired for Phone, Cable, Internet in Bedrooms and Main living areas
Your choice of traditional or contemporary fireplace where plan permits

FLOORING

Imported 12" x 24" porcelain tile in the foyer, powder room, laundry room and all bathrooms (per plan) selected in our Design Centre
High style 3 1/8" inch wood plank floor, engineered to be used everywhere in your home, except the bathrooms, laundry room and foyer
Engineered Floor Joist System

DESIGNER KITCHEN

High grade, 5-piece panel style Kitchen Cabinetry, with extended uppers

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with one double basin under mount sink

Custom backsplash - either tile or painted glass

Chrome Riobel Kitchen faucet. A single handle faucet with integrated pull-out spray handle

Deluxe Stainless Steel Appliance Package (Refrigerator, Stove, Microwave and Dishwasher)

BATHS

High grade, 5-piece panel style Bathroom Vanity Cabinets

Selection of hardware for cabinets

Custom fit Quartz or Granite countertops with under mount sink in first Master Ensuite

Single-hole chrome superior Riobel faucet package in each bath, with mechanical pop up drain.

Frameless Glass Showers with a Light, where applicable

Rain showers in the Master bathroom

Custom wall tile, Floor to ceiling in the bath and shower areas, with accent tile design

Toto toilets

Shut off Valves installed for all Sinks & Toilets

Full, 4-piece bathroom in all finished basements

Vanity to ceiling mirrors in baths

Upgraded light fixtures on mirrors in all baths

LAUNDRY ROOMS

Full sized Washer & Dryer

Laundry tubs, as per plan

All required plumbing, electrical and venting rough-ins

Modern open shelf storage cabinets above the laundry tub, as plan permits

COMFORT FEATURES

Control switch located in the interior of the home near the garage to power off the garage door opener for added safety and security

Capped gas line at the outside rear of the home for future barbeque hook up

Complete central vac system in the garage

Smoke and carbon monoxide detectors installed and hard wired as per Building Codes

NEST Smart technology thermostat compatible with your smart phone for energy saving

Door chimes for the front door

Duct work sized for air conditioner installed

Two exterior water taps

Pre-wires for Phone, Cable, Internet in Bedrooms and Main living areas

White Decora Light Switches & Plugs

LIGHTING ELECTRICAL AND TECHNOLOGY

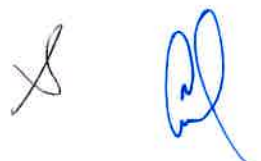
100 AMP electrical service

15 LED, energy saving pot lights on main floor

One exterior seasonal electrical outlet

European height white Decora plugs and switches throughout, per electrical standard specifications

Ceiling light fixtures in all rooms with the exception of the living room, which will have a switched wall outlet



Weather proof exterior outlets, one at the front of the home and one at the rear of the home
Electrical wall outlets in the garage and an electrical outlet for the garage door and opener

SUPERIOR CONSTRUCTION

Approximately 8' poured concrete walls with heavy duty damp proofing, drainage board, weeping tiles and full height blanket insulation

Tongue and groove subfloor to be glued, screwed and sanded

2 X 6 exterior wall construction

Conventional air circulating system

High efficiency gas furnace

Poured concrete porch

Reinforced concrete garage floors and grade beams

Spray foam insulation in the garage ceiling below livable areas as well as all cantilevered box out window areas

Finished basements

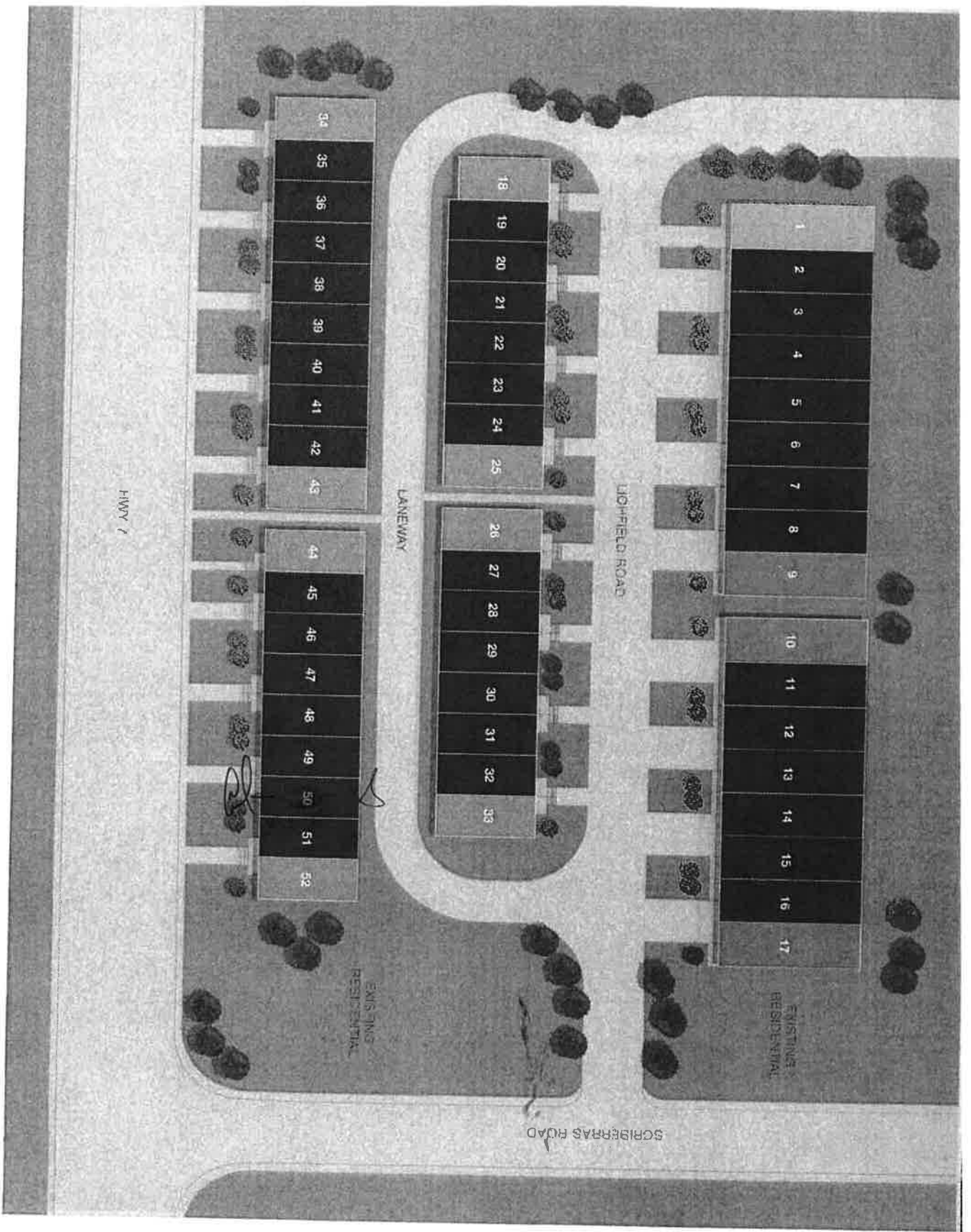
HOMEOWNER WARRANTY PROTECTION

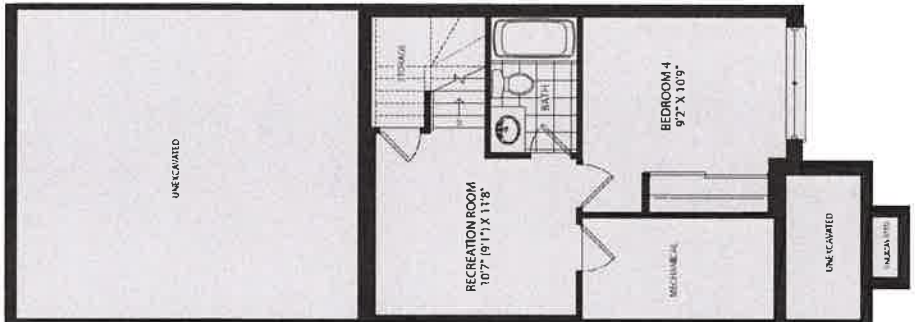
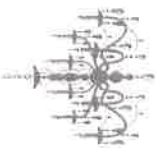
The Tarion Warranty offers: Seven (7) year protection on all structural defects

Two (2) year protection on mechanicals and materials including electrical, plumbing, heating and distribution systems, all exterior cladding, windows and doors

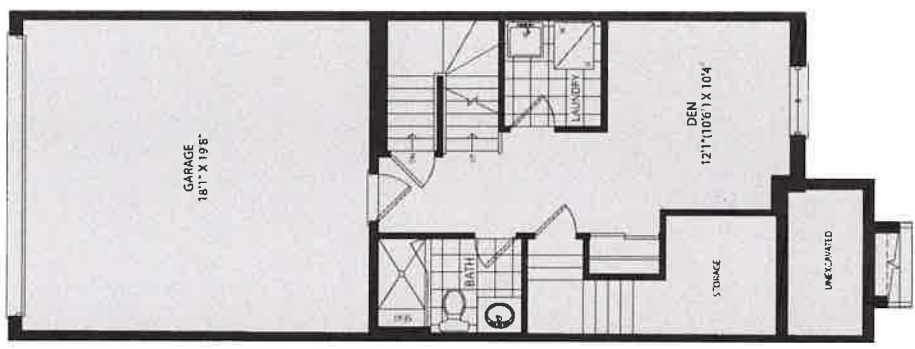
One (1) year protection on all workmanship and material defects

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The first signature is a simple, stylized 'X' or 'A' shape. The second signature is more complex and cursive, appearing to be the initials 'DL'.

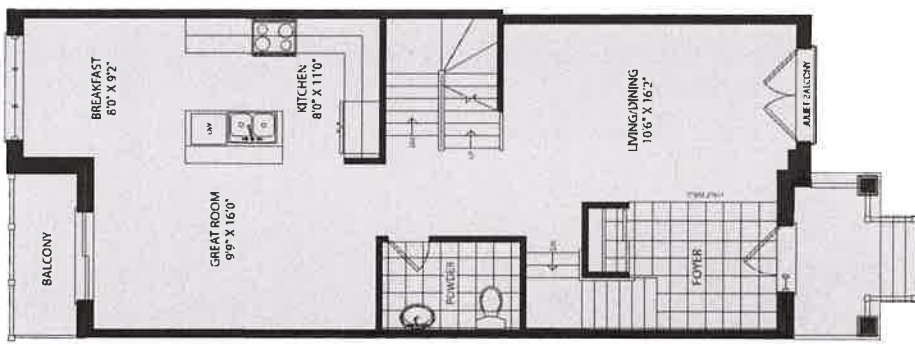




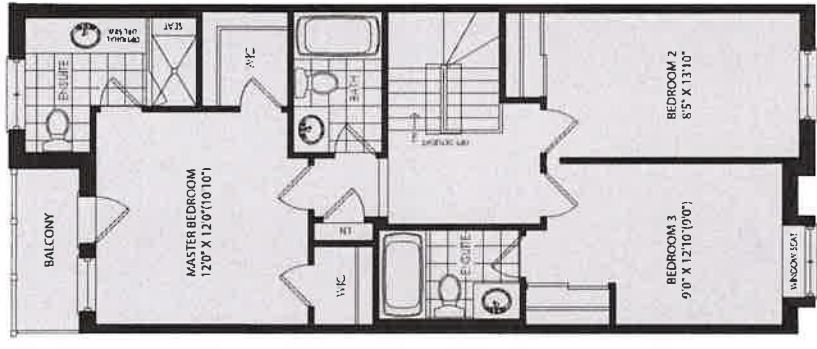
FIRST-FLR BASEMENT



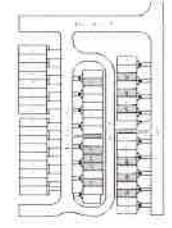
2ND FLOOR



MAIN LEVEL



UPPER LEVEL



UPTOWN COLLECTION U23

TOTAL LIVING AREA 2,511 SQ.FT.

[Handwritten signature]

[Handwritten mark]

Property Lot 50

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: 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. You can also obtain a copy of the Homeowner Information Package which 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 Sunrise Acquisitions (Hwy 7) Inc
Full Name(s)
PURCHASER Safana Kodwavi
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 29th day of March, 2019.

A **Second Tentative Occupancy Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Occupancy Date. The Second Tentative Occupancy Date can be up to 120 days after the First Tentative Occupancy Date, and so could be as late as: the 29th day of July, 2019.

The Vendor must set a **Firm Occupancy Date** by giving proper written notice at least 90 days before the Second Tentative Occupancy Date. The Firm Occupancy Date can be up to 120 days after the Second Tentative Occupancy Date, and so could be as late as: the 26th day of November, 2019.

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.

The Vendor can set a Delayed Occupancy Date that is up to 365 days after the earlier of the Second Tentative Occupancy Date and the Firm Occupancy Date: This **Outside Occupancy Date** could be as late as: the 28th day of July, 2020.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy twice by up to 120 days each time by setting a Second Tentative Occupancy Date and then a Firm Occupancy Date in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 28th day of December, 2018.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

Notice of a second delay in Occupancy must be given no later than: the 30th day of April, 2019.

(i.e., at least **90 days** before the Second Tentative Occupancy Date), or else the Second Tentative Occupancy Date becomes the Firm Occupancy Date.

3. 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 27th day of August, 2020.

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, 11 and 12 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 25th day of JANUARY, 2019.

VENDOR: [Signature]

PURCHASER: [Signature]

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 freehold but also involves an interest in a common elements condominium corporation. 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	Sunrise Acquisitions (Hwy 7) Inc		
	Full Name(s)	50 West Wilmot Street, Suite 100	
	46593		
	Tarion Registration Number	Address	
	905-597-3333	Richmond Hill	ON L4B 1M5
	Phone	City	Province Postal Code
	905-597-3334	info@sunrisehomes.ca	
	Fax	Email*	

PURCHASER	Safan Kodwavi		
	Full Name(s)	Woodbridge,	ON L4H 0N8
	72 Grand Vellore	City	Province Postal Code
	Address	416-827-7099	
	Phone	safanakodwavi1@gmail.com	
	Fax	Email*	

PROPERTY DESCRIPTION

4144 Hwy 7		
Municipal Address	ON	L3R 0W9
Markham	Province	Postal Code
City		
Short Legal Description		

Number of Homes in the Freehold Project 52 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. Yes No
 If yes, the plan of subdivision is registered. Yes No
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. Yes No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
 - (i) water capacity; and (ii) sewage capacity to service the Property. Yes No

If yes, the nature of the confirmation is as follows:

DPA

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

- (c) A building permit has been issued for the Property. Yes No
- (d) 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 Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description for the related common elements condominium corporation.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Occupancy Date:** The Vendor may choose to set a Second Tentative Occupancy Date that is no later than 120 days after the First Tentative Occupancy Date. The Vendor shall give written notice of the Second Tentative Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (d) **Firm Occupancy Date:** The Vendor shall set a Firm Occupancy Date, which can be no later than 120 days after the Second Tentative Occupancy Date or, if a Second Tentative Occupancy Date is not set, no later than 120 days after the First Tentative Occupancy Date. If the Vendor elects not to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the First Tentative Occupancy Date, or else the First Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. If the Vendor elects to set a Second Tentative Occupancy Date, the Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Second Tentative Occupancy Date, or else the Second Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, 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 11.

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 (j), (k) and (l) 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 (j), (k) and (l) 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:

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:

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 First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative 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 (l) 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) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) 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 a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) 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.
- (l) 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 11(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 11(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.

9. Occupancy

If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

MISCELLANEOUS

10. 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.

11. 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 or Schedule C.
- (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.

12. 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 11(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.

13. Definitions

"**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 the 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 home.

“**Critical Dates**” means the First Tentative Occupancy Date, the Second Tentative Occupancy Date, 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.

“**First Tentative Occupancy Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“**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 on or before Closing.

“**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 freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

“**Purchaser's Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

“**Second Tentative Occupancy Date**” has the meaning given to it in paragraph 1(c).

“**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.

14. 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.

15. 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 15, 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.

16. 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 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) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold 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.

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
- (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
- (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
- (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

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).

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

2.

3.

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. As per Agreement of Purchase and Sale Clause 7 - Adjustments

- 2.

- 3.

SCHEDULE C

Terms of Occupancy Licence

If the purchaser takes Occupancy of the home before the date of Closing or is required to do so under the Purchase Agreement, then the following provisions shall apply:

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly **Occupancy Fee** from and after the Occupancy Date which shall not exceed an amount calculated as follows:
 - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
 - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
 - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

The Occupancy Fee shall be payable on the first day of each month in advance until the date of Closing. The Occupancy Fee is a fee for the use of the home and no part of it shall be credited as payments on account of the Purchase Price. If Occupancy does not occur on the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month.

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
 - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
 - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
 - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
 - (d) may withhold consent to an assignment of the right to use CEC property; and
 - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.

9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
11. In accordance with section 58(1).4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
13. 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 home by the supplier of such services.
14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

DISCLOSURE STATEMENT
(under subsection 72(3) of the Condominium Act, 1998)

1. **DATE OF DISCLOSURE STATEMENT** 3 day of June, 2016
2. **TYPE OF CORPORATION** The Corporation is a freehold condominium corporation that is a common elements condominium corporation.
3. **NAME AND MUNICIPAL ADDRESS OF DECLARANT**
 - (a) Name of Declarant: Sunrise Acquisitions (HWY 7) Inc.
 - (b) Municipal Address of Declarant: c/o Sunrise Homes Ltd.
50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (c) Mailing Address of the Condominium: 50 West Wilmot Street, Suite: 100
Markham, ON L4B 1M5
 - (d) Municipal Address of the Condominium:

There is presently no municipal address for the Common Elements Condominium Corporation. It is intended that the Common Elements Condominium Corporation shall consist primarily of common driveways and walkways and shared services including hydro and gas, and storm and sanitary sewers. The parcels of tied land shall have municipal addresses assigned to them in such fashion as may be determined by the municipality.

4. **GENERAL DESCRIPTION OF THE PROPERTY**

- (a) Division and Composition of the Project

The proposed Condominium is a freehold condominium that is a common elements condominium corporation as defined by the Act.

The Declarant proposes to develop a common elements condominium that will be comprised, for the most part, of common driveways and walkways with various shared services including hydro, telephone, gas, and cable, and storm and sanitary sewers located within the common elements. The Condominium is to be developed in conjunction with the development of thirty five (35) townhouse dwellings. Each of Lots 1 through 35 shall form one parcel of tied land ("POTL") on which townhouse dwellings shall be constructed.

A common interest in the Condominium shall attach to each POTL, described in the Declaration, and cannot be severed from any POTL upon a sale or enforcement of any encumbrance registered against title to a POTL.

Delivered to each Purchaser with this Disclosure Statement is a reduced copy of the preliminary draft Condominium Plan showing the location of the Condominium, Draft Site Plan The actual location of certain structures may be altered and/or revised to comply with the final site plan and other approvals from the appropriate governmental authorities. Purchasers are advised that, at present, certain services and facilities intended to be located beneath or within the internal road or on Condominium Property to service the development may be required to be located in areas outside the Condominium Property, and therefore may be located within the proposed POTLs. Accordingly, these areas may be subject to easements in favour of the Corporation or other owners enjoying the use of such services for access, use, repair, maintenance and replacement of such services or facilities.

The Declarant reserves the right to increase or decrease the number of POTLs, provided that each Purchaser's proportionate share of the common expenses shall not increase in a material fashion, and any such changes shall not constitute a material change.

Purchasers of POTLs are advised that during the construction of the Condominium and of the dwellings on the POTLs, the Declarant, its workmen, trades, suppliers, agents, contractors and servants shall be entitled to use those portions of the common elements as may be necessary. Purchasers are advised that construction activity may result in noise, dust, debris and heavy traffic during the day and may interfere with the ordinary use and enjoyment of the Condominium and the POTLs. The Declarant shall make reasonable efforts to minimize such disruption during the course of construction, but nothing shall derogate from the right of the Declarant to complete construction.

(b) Proposed Types and number of Buildings and Units

The Condominium shall consist of common roadways, with the POTLs located adjacent to the Condominium.

(c) Utilities and Other Services

Hydro service supplied to the common elements will be bulk metered and billed directly to the Condominium Corporation by the utility and included in the budget.

It is presently anticipated that there will be no door to door mail delivery, and mail delivery to a communal mail box will be available to the POTLs.

(d) Amenities

Perimeter fencing or a privacy hedge of trees may be required along the edge of the roadway where there is no outlet and will be maintained by the Condominium Corporation and are included in the budget. Privacy fencing required for all POTLs, along with retaining walls and acoustical walls which may be required for some of the POTLs, will be maintained by the owners of the POTLs and shall not be an obligation of the Condominium Corporation.

(e) Easements and Restrictions

The Condominium shall be subject to such easements as disclosed by registered title and described in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the property as of the date of this Disclosure Statement, further easements are contemplated to be registered. These easements may include an easement for vehicular and pedestrian ingress and egress, for utilities, and for storm and sanitary sewers. Some easements have been described in this Disclosure Statement in a general nature and will be finalized once the specific locations and nature of such easements have been determined.

The POTLs will be subject to easements in favour of the Condominium Corporation for the purposes of installing, maintaining, repairing and replacing, as required, any services which are necessary for the common elements or for providing services to the owners of the POTLs.

5. **DECLARATION, BY-LAWS, RULES AND INSURANCE TRUST AGREEMENT**

Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws, Rules and Insurance Trust Agreement.

6. **BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION**

(a) Proposed Management Agreement (Section 111 of the Act)

The Corporation will enter into a management agreement following registration of the Condominium for the first year following registration. A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the proposed Management Agreement for an understanding of the provisions contained therein.

(b) Other Agreements (Section 112 of the Act)

Such contracts as may be necessary or required for the provision of services to the Condominium may be entered into, including, without limitation, electrical services, landscaping, snow removal, provision of supplies, insurance, legal and accounting services, and other such matters as may be required for the orderly operation of the business of Corporation.

(c) Proposed Insurance Trust Agreement (Section 114 of the Act)

Corporation will not enter into an insurance trust agreement following registration of the Condominium.

7. MISCELLANEOUS MATTERS

(a) ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

The Property is not subject to ONHWPA. The Declarant does not intend to enroll the Property under ONHWPA.

(b) The Declarant reserves the right to market POTLs in blocks to investors, but has no present intention of doing so. No restriction has been placed on the number of POTLs that may be purchased by an individual or a corporation.

(d) Declarant does not intend to cause Corporation to amalgamate with another corporation nor does Declarant have any knowledge that Corporation intends to amalgamate with another corporation.

(e) No building on the Property has been or will be converted from a previous use and no buildings are proposed to be constructed on the Property aside from a construction office and/or a sales office which shall remain on the Property until such time as the POTLs are sold.

(f) A Budget Statement for the one year period immediately following registration of Declaration and Description is included with this Disclosure Statement.

(g) There are no fees or charges that Corporation is required to pay to Declarant or another person except as set forth in the Budget. Refer to Budget for all expenses of Corporation and services being provided.

(h) Pursuant to subsection 82(8) of the Act, Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest Declarant is required to pay to purchaser under Section 82 of the Act.

(i) Declarant does not intend to permit any part of common elements to be used for commercial or other purposes not ancillary to residential purposes on the POTLs.

(j) Declarant does not intend to provide any major assets or property to Corporation.

(k) There are no units, assets or services that Corporation is required to acquire nor are there any agreements or leases that Corporation must enter into with Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of Declarant.

(l) Declarant owns lands adjacent to the Condominium lands which are presently vacant and which will comprise the POTLs. Application for site plan approval

from the City of Markham is pending.

(m) No part of the common elements is subject to a lease or license.

8. **RESCISSION RIGHTS (Section 73 of the Act)**

The following is a copy of Section 73 of the Act which sets out the rescission rights available to a Purchaser of a Unit in the Condominium:

"(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registrable form.

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

- (a) the date that the purchaser receives the disclosure statement; and
- (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

(3) If a declarant or the declarant solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it."

10. **RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)**

The following is a copy of Section 74 of the Agreement which sets out what constitutes a "material change" and the rescission rights available to a purchaser of a POTL in the event of a material change:

"(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

(2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;
- (b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turnover meeting has been held under section 43;
- (c) a change in the portion of units or proposed units that the declarant intends to lease;
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been

completed as of the date on which the disclosure statement was made; or

(e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality for the Minister of Municipal Affairs and Housing, as the case may be as described in that subsection if the unit or the proposed unit is in a vacant land condominium corporation.

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Ontario Court (General Division) for a determination whether a change or a series of changes set out in the statement or notice is a material change.

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Ontario Court (General Division) makes a determination under subsection (5) or (6) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Ontario Court (General Division) for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application under subsection (5).

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

(10) The declarant shall make the refund,

(a) within 10 days after received a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).

DECLARATION

COMMON ELEMENTS CONDOMINIUM

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, 1998, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

SUNRISE ACQUISITIONS (HWY 7) INC.

(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Markham, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property"; and
- B. The Declarant intends that the Property shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold common elements condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I – INTRODUCTORY

1.1 Common Elements Condominium

The registration of this Declaration and the Description will create a freehold common elements condominium corporation.

1.2 Division of POTLS

A parcel of tied land may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a parcel of tied land.

1.3 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Board" means the Corporation's Board of Directors;
- (b) "By-Laws" means the by-laws of the Corporation enacted from time to time;
- (c) "Common Elements" means all the Property;
- (d) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (e) "Owner" means the Owner or Owners of the freehold homes in a POTL and who owns, pursuant to the Act, a common interest in the common elements, but does not include a mortgagee of a POTL unless in possession;

- (f) "POTL" or "POTLS" means the parcel or parcel(s) of tied land to which a common interest is attached as described in Schedule "D" to this declaration; and
- (g) "Rules" means the Rules passed by the Board.

1.4 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.5 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto and against each POTL is contained in Schedule "B" attached hereto.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each POTL in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each POTL in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service. Municipal Address and Mailing Address of the Corporation

- (a) The Corporation's address for service shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine;
- (b) the Corporation's mailing address shall be 50 West Wilmot Street, Richmond Hill, Ontario L4B 1M5 or such other address as the Corporation may by resolution of the Board determine.
- (c) The Corporation's municipal address is 50 West Wilmot St., Richmond Hill, Ontario L4B 1M5

1.8 Architect Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings and structures that the declaration and description show are included in the Common Elements and have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

1.9 Exclusive Use Common Elements

There are no exclusive use of parts of the Common Elements designated in Schedule "F" attached hereto.

ARTICLE II - COMMON EXPENSES

2.1 Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties

of the Corporation and such other expenses, costs and sums of money designated as Common Expenses in the Act and this Declaration and without limiting the generality of the foregoing, shall include those expenses set out in Schedules "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation its proportionate share of the Common Expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any Bylaws or rules in force from time to time by any Owner, or by members of its family and/or its respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.4 Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

2.5 Monies Owning

Monies owing pursuant to this Declaration by the Owner to the Corporation shall bear interest at the prime lending rate of the Corporation's Bank as it may set from time to time plus five percent (5%) compounded monthly until paid, calculated semi-annually, not in advance, or at such other rate or interest as the Board may from time to time establish.

2.6 Collection

All costs, charges and expenses including solicitors' costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its rights against an owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the costs of bringing an application under Section 134 of the Act, shall be payable by the Owner to the Corporation. All monies, interests and costs payable by an Owner to the Corporation may be collected as additional Common Expense payments and shall be recoverable as such.

ARTICLE III - COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements for residential purposes only and for uses ancillary thereto, except as herein otherwise provided. Provided that until the sale of all Units and the completion of construction of the Project, the Declarant, its agents and contractors may:

- (i) operation of a model home within a POTL and maintain promotional signage and displays on the Common Elements and on the said POTL;
- (ii) maintain construction trailers or offices on the Common Elements;
- (iii) maintain construction materials on the Common Elements; and
- (iv) have access to the Common Elements to complete construction.

3.2 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.

3.3 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which it has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the POTLS make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

3.4 Parking

Parking shall be permitted only on those parts of the Common Elements designated by the Corporation for parking and as set forth in the Rules. All costs to effect compliance with this provision by any Owner of a POTL may be levied as an additional common expense attributable to such POTL.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 Responsibility of Owner

- (a) Each Owner shall be responsible for all damage to the Common Elements, which is caused by the negligence or wilful misconduct of the Owner, its tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- (b) Each Owner shall be responsible for the repair, maintenance and replacement costs of the fencing, berming, and retaining walls and acoustical walls on its POTL and at the rear of or at the flankage of the POTL. No owner may substantially change the colour, materials, style, design or type of fences without the prior written consent of the Board.

4.2 Repair and Maintenance by Corporation

The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all facilities (including without limitation, water mains, storm and sanitary sewers and street lights) which service more than one POTL, whether located within the Common Elements or wholly or partly within a POTL and the Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this paragraph.

4.3 Snow Clearance by Corporation

The Corporation may pile snow cleared from the Common Elements onto the front or side yards of the POTLS.

ARTICLE V - INDEMNIFICATION

- 5.1** Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, its family, guests, visitors or tenants to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such. In the event that any insurance proceeds payable to the Corporation are reduced by the amount of a deductible, and the loss giving rise to such payments was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

ARTICLE VI - INSURANCE

6.1 By the Corporation

The Corporation shall obtain and maintain insurance on its own behalf and on behalf of the owners as required or permitted by the Act in such amounts and upon such terms as the Board of Directors may determine from time to time. Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear

6.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment.

- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 6.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any POTL. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article VI; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

6.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance should be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's POTL and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

ARTICLE VII - GENERAL MATTERS AND ADMINISTRATION

7.1 Invalidity

Each of the provisions of this Declaration 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 Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

7.2 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

7.3 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

7.4 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto executed this Declaration under the hands of its proper officer duly authorized in that behalf.

DATED at Markham this ____ day of _____, 2016.

SUNRISE ACQUISITIONS (HWY 7) INC.

Per: _____
Sajjad Hussain – ASO
I have authority to bind the Corporation

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the Act)

CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. KingSett Mortgage Capital has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered at the Land Registry Office for the Land Titles Division of York.
2. KingSett Mortgage Capital hereby consents to the registration of this Declaration pursuant to the *Condominium Act, 1998*, against the land or interests appurtenant to the land as the land and the interests are described in the Description.
3. KingSett Mortgage Capital postpones its mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. KingSett Mortgage Capital is entitled by law to grant this consent and postponement.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Capital

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "B"

CONSENT TO ATTACHMENT OF A COMMON INTEREST

(under clause 140(c) of the *Condominium Act, 1998*)

1. KingSett Mortgage Captial has a mortgage registered in the Land Titles Division of against a parcel of land (known as the "Parcel") to which a common interest in a common elements condominium corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated _____ and the description (known as the "Description") creating the Corporation.
2. KingSett Mortgage Captial acknowledges that, upon the registration of this Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. KingSett Mortgage Captial consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED at _____ this _____ day of _____, 2016.

KingSett Mortgage Captial

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SPECIFICATION OF COMMON EXPENSES

(Common Elements Condominium)

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums;
 - (ii) electricity respecting common elements;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal from common element roads and to remove same from the site, if required, and landscaping of common element areas: and
 - (v) utilities (hydro) to service the common elements, including all street lighting.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of the repair, maintenance, inspection, or replacement of the Common Elements as required from time to time;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if and when required, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"
EXCLUSIVE USE COMMON ELEMENTS

There are no exclusive use common elements

SCHEDULE "G"

Form 17

Condominium Act, 1998

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A COMMON ELEMENTS)
(under clauses 8 (1) (e) and (h) or clauses 157 (1) (c) and (e) of the *Condominium Act, 1998*)**

I certify that:

Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

- 1,2,3 The declaration and description show that there are no buildings or structures included in the common elements.
4. There are no underground garages.
5. There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place and operable.
7. There are no installations with respect to the provision of heat and ventilation.
8. There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place and operable.
10. There are no indoor and outdoor swimming pools.
11. All facilities and services that the declaration and description show are included in the common elements have been installed and provided in accordance with the requirements of the municipalities in which the land is situated or the requirements of the Minister of Municipal Affairs and Housing, if the land is not situated in a municipality.

Dated this _____ day of _____, 2016.

(print name)

Professional Architect/Engineer

SCHEDULE "H"

List of all buildings, structures, facilities and services that are included in the Common Elements:

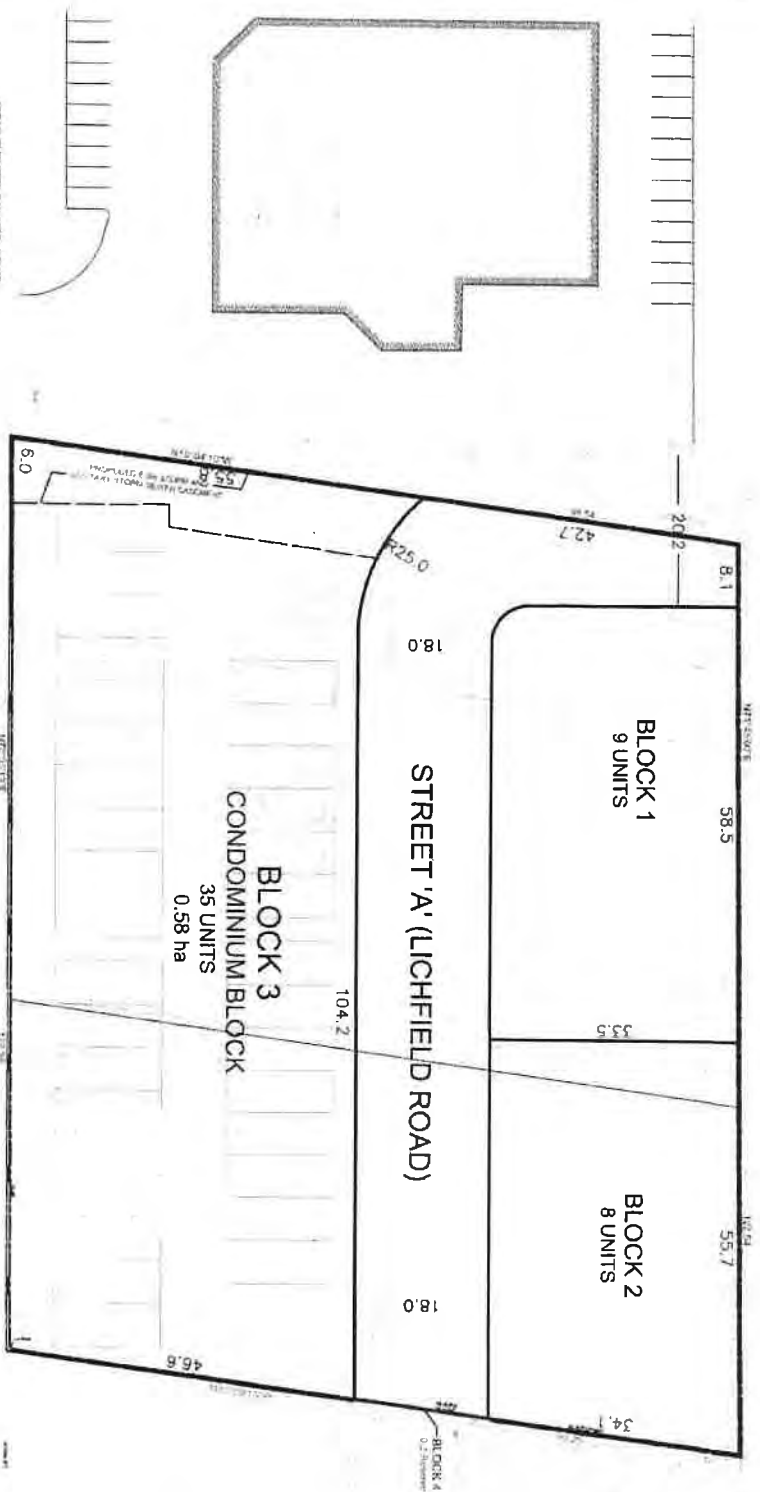
BUILDINGS AND STRUCTURES

There are no buildings or structures located within the Common Elements of the Corporation.

FACILITIES AND SERVICES

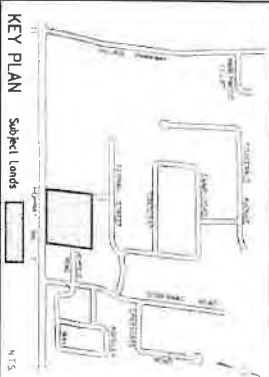
1. Storm and sanitary sewers, sump pumps within common areas, catch basins, manholes, water service, main line tee, shut off valves, fire hydrants, or other services or installations under or over the lands, which supply service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
2. electrical, switch gear, transformers, wires, pipes, valves, meters or other services or installations through, under or over the lands, which supply electrical service to the Common Elements of the Corporation formed upon registration of this declaration and description and to more than one POTL.
3. Street Lighting.
4. Common mail box.
5. Roads and sidewalks and perimeter fencing at edges of roads.
6. Provision of gas service.
7. Provision of telephone conduits.
8. Provision of television and cable conduits.

20.1 LICHFIELD ROAD



THE KING'S HIGHWAY No. 7
PROVIDE ALTERNATE SETBACKS WITH THE FOLLOWING IN ACCORD WITH SUBDIVISION PLAN No. 1000-1000-1000

10.0 UCHFIELD ROAD



HUMPHRIES PLANNING GROUP INC.
111 HUMPHRIES PLANNING GROUP INC.
111 HUMPHRIES PLANNING GROUP INC.
111 HUMPHRIES PLANNING GROUP INC.

OWNER'S CERTIFICATE
I authorize Humphries Planning Group Inc. to prepare and submit this plan for draft approval.

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

SCALE: 5 0 5 10 25m

111 HUMPHRIES PLANNING GROUP INC.

Drafting Number: **A1**

DRAFT PLAN OF SUBDIVISION

UNIT BREAKDOWN

Freestd. Townhouses @ 8.1m (inh.)	17
Condominium Townhouses @ 5.7m (inh.)	35
Total Units	52

DEVELOPMENT STATISTICS

Freestd. Townhouses	1-2	0.37 ha
Condominium Block	3	0.59 ha
Roads: Street A @ 12m - 200m		0.24 ha
TOTAL		1.20 ha

ADDITIONAL INFORMATION
(Section 31(17) of the Planning Act, R.S.O. 1990, s. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

BUDGET STATEMENT
FOR THE FIRST YEAR OF OPERATIONS

January 2016



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed Common Element Condominium corporation at Lichfield Road, Markham, Ontario.

REVENUE

Common Element Fees	\$54,578	
TOTAL REVENUE		\$54,578

ADMINISTRATION

Management Fees	\$20,340	
Insurance	3,000	
Legal	565	
Audit	3,843	
Office Expenses	500	
TOTAL ADMINISTRATION EXPENSES		\$28,248

UTILITIES

Hydro	\$1,200	
TOTAL UTILITIES		\$1,200

CONSULTING

Performance Audit	\$6,215	
TOTAL CONSULTING		\$6,215

CONTRACTS

Snow Clearing	\$8,000	
TOTAL CONTRACTS		\$8,000

RESERVE FUND

Reserve Fund Provision	\$6,961	
Reserve Fund Provision for Reserve Fund Study	3,955	
TOTAL RESERVE FUND		\$10,916

TOTAL EXPENSES		\$54,578
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If registration of the declaration and description occurs after December 31, 2017, then the budget statement shall be read as increased by an inflation rate of 7.5% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

I. INDIVIDUAL POTL ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the POTL's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

$$\$54,578 \text{ divided by } 12 = \$4,548.18$$

2. Monthly Individual Common Element Assessment:

Individual POTL monthly common element assessments are determined by multiplying the total monthly common element assessment (\$4,548.18) by the percentage contribution to common expenses of each POTL. Please see the Schedule at the back of this Budget Statement for the individual POTL monthly common element assessment.

II. OPERATING EXPENSES:

1. ADMINISTRATION \$28,248

a. Management Fees \$20,340

This covers the cost of the services of a property management company to administer the affairs of the condominium corporation and as detailed in the property management contract included in the Disclosure Statement Package. The contract for the first year is set at \$35.00 per unit per month plus the H.S.T. for part time property management.

b. Less Declarant Subsidy \$0

The cost of the Property Management services for the 1st 12 (twelve) months after registration will be paid for by the Declarant at the contracted price of \$0 plus the H.S.T. as stated in the Budget Notes above.

c. Insurance \$3,000

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.

d. Legal \$565

Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$500 plus the H.S.T.

e. Audit \$3,843

Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turn over meeting (The Turnover Audit) and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

- f. Office Expenses \$500

This budgeted amount provides for any office expenses directly related to the operation of the corporation including various office supplies, photocopying, mailings, the annual general meeting, CCI membership, bank charges and other such expenses.

- 2. UTILITIES \$1,200**

- a. Hydro \$1,200

The budget is based on comparable property requirements and the current rates from the PowerStream website of 9.9 cents per kilowatt hour and administrative/distribution charges have been escalated by 3% and compounded annually. The budget includes electricity for the common areas only such as for street lighting etc. Each POTL will be separately metered or check metered and the cost of electricity to the POTL will be the responsibility of the respective POTL owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 10.5 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

- 3. CONSULTING \$6,215**

- a. Performance Audit \$6,215

The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file with the Tarion Warranty Program during the first year. This is a one time expense.

The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first year expense of the corporation.

The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

4. CONTRACTS \$8,000

a. Snow Clearing \$8,000

Provision to clear snow and ice from Common Element roadway(s) in the winter, including the cost of sand and ice melting salt substitute. The provision does not include snow clearing from the front of walkways, stairs and driveways as applicable, or with in any POTL. As such, snow clearing within each POTL will be the responsibility of POTL owner.

III. CONTRIBUTION TO THE RESERVE FUND \$10,916

a. Reserve Fund Provision \$6,961

The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 25%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.

b. Reserve Fund Provision for Reserve Fund Study \$3,955

The Condominium Act of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund.

IV. GENERAL NOTES TO THE BUDGET

- a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$54,578 as shown on the Budget Statement.
- b. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$3,500 plus H.S.T.; the cost of the Performance Audit is \$5,500 plus H.S.T.; the cost of both the turn over and year end financial audits is \$3,401 plus H.S.T.
- c. The cost, type, level and frequency of services is detailed in the notes above.
- e. As stated in the notes above, 25% of the operating expenses will be paid into the reserve fund account. The provision is \$10,916.
- f. At the time of preparation of the Budget Statement, January 2016, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
- g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
- h. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

NOTES TO THE BUDGET

- i. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$6,960.64 in the reserve fund account.
- j. As at the date of the foregoing Budget, January 2016, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- k. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- l. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property.
- m. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after December 31, 2017. Provided however, that due to the significant fluctuation in gas, hydro and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.
- n. The Declaration contains a provision whereby during the first year following registration of the Declaration, the Declarant shall not be required to contribute to the payment of common expenses for a POTL until the registration of a Transfer of title from the Declarant for such POTL. Purchasers acknowledge that this may give rise to a deficit in the Budget for the first year following registration of the Declaration, however, the Purchaser acknowledges that the Declarant is responsible for any deficit in accordance with the provisions of Section 75 of the Act. In order to offset any such deficit, the Declarant will provide certain services set out in the Budget, as it determines, in its sole discretion, during the first year following registration of the Declaration, in order to reduce certain actual expenses to be incurred by the Corporation.



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
1	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 1 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
2	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 2 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
3	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 3 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
4	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 4 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
5	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 5 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
6	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 6 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
7	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 7 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
8	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 8 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
9	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 9 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
10	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 10 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
11	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 11 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
12	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 12 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
13	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 13 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
14	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 14 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
15	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 15 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
16	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 16 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
17	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 17 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
18	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 18 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
19	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 19 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
20	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 20 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
21	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 21 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
22	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 22 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
23	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 23 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
24	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 24 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
25	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 25 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
26	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 26 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
27	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 27 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
28	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
29	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
30	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95



UNIONVILLAS
UPTOWN LIVING IN UNIONVILLE

MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
31	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
32	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
33	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
34	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
35	In the City of Markham , County of York being comprised of Block 7, inclusive on Registered Plan 65M-3019 designated as PART 28 on Reference Plan 65R-XXXXX being of P.I.N. XXXXX-XXXX. (LT)	\$129.95
	TOTAL	\$4,548.18



Driver's Licence
Permis de conduire

ON
CANADA



1,2 NAME/ NOM
KODWAVI,
SAFANA MUZAMMIL
72 GRAND VILLORE CRES
WOODBIDGE, ON, L4H 0N8

4d NUMBER/ NUMÉRO **K6096 - 68468 - 96018**

4a ISS/ DEL 2017/10/18

4b EXP/ EXP. 2022/10/18

6 DD/ REF DX9460759

16 HGT/ HAUT. 168 cm

15 SEX/ SEXE F

9 CLASS/ CATEG. G

12 REST/ COND

3 DOB/ DDN 1989/10/18



KINGSETT MORTGAGE CORPORATION

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD OF THE RECEIVER
(Volume 2 of 3)

BENNETT JONES LLP
One First Canadian Place
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M5X 1A4

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Counsel to KSV Restructuring Inc., solely in
its capacity as Court-appointed Receiver and
not in its personal capacity