Property Lot: _____

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

To: Purchaser(s) of the Property

1. Take Note

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

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

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

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

2. Be Aware of Timing

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

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

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

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

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

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

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

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

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

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

FOR INFORMATION ONLY

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

4. Ownership of Property

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

5. Title Restrictions

The Vendor represents, warrants and declares that:

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

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

6. Zoning Status

The Vendor represents, warrants and declares that:

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

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

7. Construction Status

The Vendor represents, warrants and declares that:

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

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

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

FOR INFORMATION ONLY

8. Your Purchase Agreement

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

9. Legal Advice is Important

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

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

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

Purchaser Name	Purchaser Name
Purchaser Signature	Purchaser Signature

Cachet Homes (Mount Hope) Inc.
Vendor Name

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

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

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

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

FOR INFORMATION ONLY

AGREEMENT OF PURCHASE AND SALE

ORAL REPRESENTATIONS DO NOT FORM PART OF THIS AGREEMENT

Agreement to Purchase

All capitalized terms used on this page are defined in Schedule "A" unless expressly defined on this Page 1.

The undersigned Purchaser(s), having inspected the block and general site plan of development and having examined the plans, specifications and lot plan hereby agrees with the Vendor to purchase:

(1) all and singular the premises in the City of Hamilton, and shown on Schedule "G" hereto (the "**Real Property**"); and
(2) the erection by the Vendor of a dwelling of the Vendor's design on the Real Property (the "**Dwelling**"); and
(3) and an interest in the common elements condominium to be registered on the Lands (the "**Common Interest**");

(the Real Property, Dwelling and Common Interest hereinafter collectively referred to as the "**Purchased Property**"), on the terms and conditions as hereinafter set out.

Whole Agreement

Schedules "A" through "H" inclusive of this Agreement are integral parts hereof and are contained on subsequent pages. The Purchaser acknowledges having read and understood all provisions of this Agreement, including all Articles, Sections, and Schedules of this Agreement.

Tarion Addendum and Statement of Critical Dates

The parties acknowledge that the Tarion Limited Use Freehold Form Addendum (the "**Tarion Addendum**") is attached hereto and forms part of this Agreement. The Purchaser's rescission rights are set out in the Disclosure Statement and in Section 16.10 hereof.

Purchaser _____ **Date of Birth** _____

Purchaser _____ **Date of Birth** _____

Vendor Cachet Homes (Mount Hope) Inc. **Tarion # 49741** **Development:** Mount Hope by Cachet

LOT _____ **MODEL** _____ **ELEV.** _____ **GRADE** _____

as shown for identification purposes on the sketch attached hereto as Schedule "B", subject to the terms of this Agreement including without limitation provisions of Article 11 and Article 12 hereof.

Purchase Price _____

1ST DEPOSIT	_____	**Due Date:** with this Agreement	**in the sum of:**	_____
2ND DEPOSIT	_____	**Due Date:** _____	**in the sum of:**	_____
3RD DEPOSIT	_____	**Due Date:** _____	**in the sum of:**	_____
4TH DEPOSIT	_____	**Due Date:** _____	**in the sum of:**	_____
5TH DEPOSIT	_____	**Due Date:** _____	**in the sum of:**	_____
6TH DEPOSIT	_____	**Due Date:** _____	**in the sum of:**	_____
7TH DEPOSIT	_____	**Due Date:** _____	**in the sum of:**	_____
8TH DEPOSIT	_____	**Due Date:** _____	~~**in the sum of:**~~	_____
9TH DEPOSIT	_____	**Due Date:** _____	**in the sum of:**	_____
10TH DEPOSIT	_____	**Due Date:** On Occupancy Date		

The foregoing deposits shall collectively be referred to as the "**Deposits**". The Purchaser shall deliver to the Vendor or the Vendor's Solicitor, together with its signed Agreement, postdated cheques for all Deposits in the amounts set out above, payable to "**Cachet Homes (Mount Hope) Inc.**".

This Agreement includes this page and the following:

SCHEDULE "A" – TERMS AND CONDITIONS;
SCHEDULE "B" – DIAGRAM OF THE DWELLING;
SCHEDULE "C" – STANDARD FEATURES AND FINISHES;
SCHEDULE "D" – WARNING CLAUSES;
SCHEDULE "E" – OCCUPANCY AGREEMENT
SCHEDULE "F" – ACKNOWLEDGEMENT AND CONFIRMATION;
SCHEDULE "G" – SITE PLAN;
SCHEDULE "H" – PURCHASE OF AN INTEREST IN A COMMON ELEMENTS CONDOMINIUM;
SCHEDULE "X" – BONUS INCENTIVES;
SCHEDULE "Q" – ADDITIONA FEATURES; and
SCHEDULE TARION – TARION STATEMENT OF CRITICAL DATES AND ADDENDUM,

each of which is an integral part of the Agreement. The Purchaser acknowledges that he has read and understood all provisions of this Agreement, including all Articles, Sections, and Schedules of this Agreement.

Dated this _____ day of _____, 202__.

SIGNED, SEALED AND DELIVERED in the presence of:

In witness whereof, I/we have hereto set my/our hand(s):

_____ _____
Witness Purchaser
Witness Name:

_____ _____
Witness Purchaser
Witness Name:

Purchaser Address:	
E-mail:	
Tel:	
Date of Birth:	
Purchaser Address:	
E-mail:	
Tel:	
Date of Birth:	

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

Dated this _____ day of _____, 202__.

Cachet Homes (Mount Hope) Inc. (the "**Vendor**")

Per: _____
Name:
Title: Authorized Signing Officer
I have authority to bind the corporation.

Vendor's Solicitor

Desi C. Auciello
c/o 2555 Meadowpine Blvd, Unit 3
Mississauga, Ontario L5N 6C3
marilyn@dcalaw.ca

Tel: 905-882-0071
Fax: 905-764-3872

FOR INFORMATION ONLY

Table of Contents

SCHEDULE "A" – AGREEMENT OF PURCHASE AND SALE 5
Article 1 DEFINITIONS 5
Section 1.1 Definitions 5
Section 1.2 Tarion Addendum Definitions 6
Section 1.3 PURCHASER TAKE NOTE 6
Article 2 PURCHASE OF PURCHASED PROPERTY, PURCHASE PRICE, DEPOSIT 7
Section 2.1 Purchase Price 7
Section 2.2 Deposits 7
Section 2.3 Proof of Financing 7
Section 2.4 Failure to Comply with Section 2.3 7
Section 2.5 Use of Personal Information 8
Section 2.6 Changes Requested by the Purchaser 8
Section 2.7 Description of Purchased Property 8
Section 2.8 Water Heater Tank Rental 9
Article 3 CLOSING DATE 9
Section 3.1 Closing 9
Section 3.2 Substantial Completion 9
Article 4 OCCUPANCY DATE 9
Section 4.1 Occupancy 9
Section 4.2 Municipality Requirements 9
Article 5 EXTENSIONS AND FORCE MAJEURE 9
Section 5.1 Extension of Critical Dates 9
Section 5.2 Extension of Closing Date 9
Section 5.3 Acceleration of Closing Date 9
Section 5.4 Vendor Not Liable for Costs, etc. 10
Article 6 ADJUSTMENTS 10
Section 6.1 Adjustments to the Purchase Price 10
(a) Realty Taxes 10
(b) Applicable Taxes 10
(c) Common Expenses 10
(d) Reserve Fund 10
(e) Other Expenses 10
(f) Development Charges 10
(g) Education Development Charges ..... **Error! Bookmark not defined.**
(h) Parkland Charges ..... **Error! Bookmark not defined.**
(i) Section 37 Charges ..... **Error! Bookmark not defined.**
(j) Law Society Levy ..... **Error! Bookmark not defined.**
(k) Tarion Warranty Enrolment ..... **Error! Bookmark not defined.**
(l) Utilities and Leased Equipment ..... **Error! Bookmark not defined.**
(m) Administrative Fees and Other Fees ..... **Error! Bookmark not defined.**
(n) Extras ..... **Error! Bookmark not defined.**
(o) Status Certificate ..... **Error! Bookmark not defined.**
(p) Registration ..... **Error! Bookmark not defined.**
(q) Other Adjustments ..... **Error! Bookmark not defined.**
Article 7 TITLE 10
Section 7.1 Permitted Encumbrances 13
(a) Condominium Documents 13
(b) Agreements with Governmental Authorities 13
(c) Maintenance and Cost Sharing, Warning Clauses 13
(d) Utilities and Services 14
(e) Adjoining Lands 14
(f) By-Laws 14

FOR INFORMATION ONLY

(g) Re-Entry ... 14
(h) Restrictive Covenants ... 14
(i) Equipment ... 14
(j) Utilities ... 14
(k) Mortgages ... 14
(l) Other Agreements ... 14
(m) Development ... 14
(n) Miscellaneous ... 14
Section 7.2 Encumbrances Not Being Assumed ... 15
Section 7.3 Construction Liens and Building Permits ... 15
Section 7.4 Title Search ... 15
Article 8 CLOSING DELIVERIES ... 15
Section 8.1 Manner of Purchaser's Title ... 15
Section 8.2 Tender, Payment of Final Balance and Electronic Registration ... 16
Section 8.3 Post-Dated Cheques or Pre-Authorized Debit ... 17
Section 8.4 Delivery of Documents ... 17
Section 8.5 Changes to Documents ... 17
Section 8.6 HST and HST Rebate ... 18
Article 9 CONDITIONS ... 18
Section 9.1 Vendor's Condition ... 18
Section 9.2 Early Termination Conditions ... 19
Section 9.3 Other Conditions ... 19
Article 10 PURCHASER'S ACKNOWLEDGEMENTS AND COVENANTS ... 19
Section 10.1 Obligation to Retain a Lawyer ... 19
Section 10.2 No Registration ... 197
Section 10.3 Restricted Right of Entry by Purchaser ... 19
Section 10.4 Right of Re-Entry by Vendor ... 20
Section 10.5 No Assignment, Advertising or Lease ... 20
Section 10.6 Agreement Personal ... 20
Section 10.7 Multiple Purchasers ... 21
Section 10.8 Condominium Documents ... 21
Section 10.9 Warning Clauses ... 21
Section 10.10 No Objection ... 19
Section 10.11 Square Footage and Ceiling Height ... 21
Section 10.12 Municipal Numbering of Purchased Property ... 21
Section 10.13 Sales Office ... 22
Section 10.14 Vendor as Attorney ... 22
Section 10.15 Power of Attorney ... 22
Section 10.16 Reserve Study, Financial Audit ... 22
Section 10.17 Representations Regarding Expenses ... 22
Section 10.18 Purchaser's Agents ... 22
Section 10.19 Disclosure ... 22
Article 11 PURCHASER SELECTION, INSPECTION & OCCUPANCY ... 23
Section 11.1 Model Suite ... 23
Section 11.2 Selection by Purchaser ... 23
Section 11.3 Extras ... 23
Section 11.4 Tarion Warranty Corporation ("Tarion") ... 23
Article 12 CHANGES, DAMAGE AND MAINTENANCE OF PURCHASED PROPERTY ... 24
Section 12.1 Modifications ... 24
Section 12.2 Substitute Materials and Reverse Layout ... 24
Section 12.3 Damage to Improvements ... 25
Section 12.4 Shading, Etc. ... 25
Section 12.5 Sodding ... 25

FOR INFORMATION ONLY

Section 12.6 Maintenance of Sod 25
Section 12.7 Grading/Fencing 25
Section 12.8 Driveway 25
Article 13 PURCHASER DEFAULT AND VENDOR'S REMEDIES 25
Section 13.1 Indemnity 25
Section 13.2 Default by Purchaser 26
Section 13.3 Evidence of Default 26
Section 13.4 Vendor's Remedies 26
Section 13.5 Return of Deposit Monies 26
Section 13.6 Documents if Transaction Does Not Close 26
Section 13.7 Rights of Vendor 26
Section 13.8 Beneficial Ownership 27
Section 13.9 Waiver 27
Section 13.10 Vendor's Lien 27
Article 14 RISK AND TERMINATION 27
Section 14.1 Risk of Purchased Property Until Closing 27
Section 14.2 Termination 27
Article 15 NOTICES 27
Section 15.1 Address for Notices 27
Article 16 MISCELLANEOUS 28
Section 16.1 Binding Agreement 28
Section 16.2 Residency 28
Section 16.3 Interpretation and General Contract Provisions 28
(a) Gender 28
(b) Sections and Headings 28
(c) Extended Meanings 28
(d) Non-Merger 28
(e) Time of the Essence 28
(f) Severable Covenants 28
(g) Counterparts 28
(h) Electronic Execution 28
(i) Governing Law 29
(j) Legislation 29
(k) Time Zones/Time Periods 29
(l) Statutes and Regulations 29
Section 16.4 Successors and Assigns 29
Section 16.5 Costs of Registration and Taxes 29
Section 16.6 Postponement and Subordination 29
Section 16.7 Limitation 29
Section 16.8 Irrevocable ..... **Error! Bookmark not defined.**
Section 16.9 Personal Attendance 30
Section 16.10 Rescission Rights 30
Section 16.11 Sump Pumps 31

SCHEDULE "A" – TERMS AND CONDITIONS;
SCHEDULE "B" – DIAGRAM OF THE DWELLING;
SCHEDULE "C" – STANDARD FEATURES AND FINISHES;
SCHEDULE "D" – WARNING CLAUSES;
SCHEUDLE "E" – OCCUPANCY AGREEMENT;
SCHEDULE "F" – ACKNOWLEDGEMENT AND CONFIRMATION;
SCHEDULE "G" – SITE PLAN;
SCHEDULE "X" – BONUS INCENTIVES;
SCHEDULE "Q" – ADDITIONAL FEATURES; and
SCHEDULE "H" – PURCHASE OF AN INTEREST IN A COMMON ELEMENTS CONDOMINIUM; and
SCHEDULE TARION – TARION STATEMENT OF CRITICAL DATES AND ADDENDUM

FOR INFORMATION ONLY

FOR INFORMATION ONLY

SCHEDULE "A" – AGREEMENT OF PURCHASE AND SALE

Article 1 DEFINITIONS

Section 1.1 Definitions

The following definitions shall apply to this Agreement:

(a) "**Act**" means the *Condominium Act*, 1998, S.O. 1998, c.19 and any amendments thereto or replacements thereof;

(b) "**affiliate**" has the meaning ascribed to it in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, and "**affiliated**" has a corresponding meaning;

(c) "**Agreement**" means this agreement of purchase and sale, together with any schedules hereto and includes any written amendments to this Agreement signed by the Vendor and the Purchaser;

(d) "**Applicable Laws**" means with respect to any Person, property, transaction, or event, all present or future statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations or decrees of any Governmental Authorities with jurisdiction thereover;

(e) "**Applicable Taxes**" means federal goods and services tax, provincial sales tax, harmonized sales tax, and/or other value added taxes existing as of the date hereof or as may be enacted in the future and applicable to the transaction contemplated by this Agreement, as amended from time to time;

(f) "**Assignee**" has the meaning ascribed to it in Section 10.5;

(g) "**associate**" has the meaning ascribed to it in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, and "**associated**" has a corresponding meaning;

(h) "**Budget**" means the annual budget for the Corporation;

(i) "**Business Day**" has the meaning ascribed thereto in Section 12 on page 7 of the Tarion Addendum;

(j) "**Closing**" means the completion of the Transaction pursuant to the terms of this Agreement on the Closing Date;

(k) "**Closing Date**" mean the date of closing set out in Section 3.1 of this Agreement or any date of closing, whether before or after such date, which may be fixed by the Vendor in accordance with the terms of this Agreement;

(l) "**Common Elements**", "**Common Expenses**", "**Description**", "**Declaration**", "**By-Law**" and "**Rule**" and other terms used herein, unless the context otherwise requires, shall have ascribed to them the definitions contained in the Act;

(m) "**Condominium**" means the common elements condominium, which will be registered by the Declarant with respect to the Common Elements to which each of the POTLs has a common interest;

(n) "**Condominium Documents**" means collectively the proposed Declaration and Description, the By-Laws, Rules, Budget, Restrictive Covenants, and any disclosure statement required to be furnished under the Act, together with the by-laws and rules of the Condominium and certain other documents and agreements to be entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the Turn-over Meeting of the Condominium, including all amendments thereto;

(o) "**Control**" (including, with correlative meanings, the terms "**Controlling**", "**Controlled By**", "**Controlling Interest**" and "**Under Common Control With**") means the power to influence, direct or cause the direction of the management and policies of a Person, directly or indirectly in any manner whatever, whether through the ownership of voting or non-voting securities, debt instruments, or any other manner;

(p) "**Corporation**" means the condominium corporation created upon registration by the Vendor of the proposed Declaration and Description under the Act;

(q) "**Costs**" means all fees, costs, expenses, payments, charges, fines, compensation, interest, penalty, claims, suits, proceedings, causes of action, judgments, executions, responsibilities, demands, actions, injuries, liabilities, damages (including without limitation incidental, direct, indirect, special, consequential or otherwise) and losses whether indemnified against or not, sustained, suffered, incurred, paid or payable, directly or indirectly, by the Vendor or the Vendor's Solicitors, or the Vendor's Related Parties or their solicitors, plus an administrative fee of 15% thereon, relating to, in connection with or arising out of the relevant sections of this Agreement, all of which shall be paid forthwith by the Purchaser on demand to the Vendor or the Vendor's Solicitor;

(r) "**Critical Dates**" has the meaning ascribed thereto in the Tarion Addendum;

(s) "**Deposits**" means the aggregate of deposit installments paid by the Purchaser pursuant to this Agreement as defined in page 1 of this Agreement and cleared in the Vendor's bank; and "**Deposit**" means any one of them;

(t) "**Development**" means the POTLs and Common Elements Condominium on the Lands;

(u) "**Dwellings**" means all of the proposed dwellings in the Development including each of the Lots on which a dwelling is located, all as depicted on the draft Site Plan attached hereto as Schedule "G"; and "**Dwelling**" means any one of them;

(v) "**Encumbrances**" has the meaning ascribed thereto in Section 7.2;

(w) "**ETA**" means *Excise Tax Act,* R.S.C., 1985, c. E-15 as amended from time to time and all scheduled and regulations thereunder;

(x) "**Governmental Authorities**" means any federal, provincial, municipal, local or other government, governmental, regulatory or administrative authority, body, commission or agency, Crown corporations or any court, tribunal, judicial, arbitral or quasi-governmental authority; and a "**Governmental Authority**" means any one of them;

(y) "**HST**" has the meaning ascribed thereto in Section 8.6;

(z) "**HST Rebate**" has the meaning ascribed thereto in Section 8.6;

(aa) "**Immediate Family**" means an individual Purchaser's parents, brother, sister, spouse, and children;

(bb) "**Lands**" means those certain lands and premises situated in the City of Brantford known municipally as 474 Provident Way, Mount Hope, Ontario, and legally described as BLOCK 264, PLAN 62M1275; SUBJECT TO AN EASEMENT IN GROSS AS IN WE1542502; SUBJECT TO AN EASEMENT IN GROSS OVER PT 41 62R21745 AS IN WE1578737; CITY OF HAMILTON;

(cc) "**Land Registry Office**" means the Brant Land Registry Office (No. 2);

(dd) "**Marketing Materials**" means any draft site plan, signs, artist renderings, 3D renderings, signs, drawings, sketches, videos, studies, brochures, booklets, advertisements, floor plans or scale models or any other marketing materials in relation to the Purchased Property or the Condominium;

(ee) "**Municipality**" means any municipal corporation, whether local or regional, as the context so requires, having jurisdiction over the Lands;

(ff) "**Occupancy**" has the meaning given to it in Section 13 on page 8 of the Tarion Addendum;

(gg) "**Occupancy Date**" has the meaning given to it in Section 13 on page 8 of the Tarion Addendum;

(hh) "**Occupancy Fee(s)**" means the monthly fee calculated by the Vendor and to be paid to the Vendor by the Purchaser during the period between the Occupancy Date and the Closing Date calculated in accordance with the Act and subject to recalculation from time to time in accordance with the Occupancy Licence;

(ii) "**Occupancy Licence**" has the meaning ascribed thereto in Section 4.1;

(jj) "**Owners**" means the owners of the POTLs, but does not include a mortgagee unless in possession; and "**Owner**" means any one of them;

(kk) "**POTL**" or "**Lot**" means any one of the lots on a plan of subdivision (RC Lots and Residential Lots), being parcels of tied lands with an appurtenant Common Interest in the Condominium, including any buildings or structures located thereon; and "**POTLs**" means all of them.

(ll) "**Payments for Extras**" means all monies paid by the Purchaser for any extras, upgrades, or other changes requested by the Purchaser to be made to the Purchased Property and which have been ordered, implemented and/or paid for by the Vendor;

(mm) "**Permitted Encumbrances"** has the meaning ascribed thereto in Section 7.1;

(nn) "**Person**" means any individual, corporation, partnership, firm, incorporated or unincorporated association, syndicate, estate, trust, entity, unincorporated organization, or government, governmental or quasi-governmental agency, board, tribunal, commission or authority, organization or any other form of entity howsoever designated or constituted, or any group, combination of aggregation of any of them;

(oo) "**Proportionate Share**" means the proportion of Common Interest allocable to the Purchased Property as set out in Schedule "D" of the proposed Declaration for the Common Element Condominium;

(pp) "**Purchase Price**" means the purchase price of the Purchased Property as defined in Page 1 of this Agreement;

(qq) "**Purchased Property**" has the meaning ascribed thereto on Page 1 of this Agreement;

(rr) "**Purchaser(s)**" means the purchaser(s) as defined in Page 1 of this Agreement. Any reference to "Purchaser" in any section of this Agreement, where the Purchaser has an obligation, has made a representation, provided a covenant or warranty, or has agreed to indemnify any other Person, shall include the directors, officers, servants, employees, contractors, agents, guests, invitees and licensees of the Purchaser and all other Persons over whom the Purchaser may reasonably be expected to exercise Control, and/or is in law responsible;

(ss) "**Purchaser's Agent**" means the real estate agent, if any, responsible for introducing the Purchaser to the Vendor (other than one of the Vendor's sales representatives);

(tt) "**Real Property**" has the meaning ascribed thereto on Page 1 of this Agreement;

(uu) "**Registration Agreement**" has the meaning ascribed thereto in Section 8.2Section 8.2(e);

(vv) "**Related Party**" means:

(i) with respect to a person, another person who is related by blood or marriage to the first person;

(ii) with respect to any other Person (the "**First Person**"):

1) a shareholder, officer, employee, director of the First Person;

2) a Person who is controlled directly or indirectly by a shareholder, director or officer of the First Person;

3) a Person who is controlled directly or indirectly by a person who is related by blood or marriage to any shareholder, director or officer of the First Person;

4) any other Person who is not dealing at arms-length (as such term is used in the Income Tax Act) with the First Person; or

5) any Person who is a related person to the First Person;

and "**Related Parties**" means more than one Related Party;

(ww) "**Residential Lot**" means any one of the units and appurtenant common elements intended for to be used solely as residences and described as Blocks XXX to XXX on Plan 62M-1275, City of Hamilton; and "**Residential Lots**" means all of them;

(xx) "**Responsible Parties**" means the Owner's household, family, pets residing in the Owner's Purchased Property, and shall also include tenants of the Purchased Property and their household and family and pets residing in the Purchased Property, and guests, invitees, agents, contractors, employees and licensees of the Owner or any of the aforementioned parties;

(yy) "**Statement of Adjustments**" means the statement showing the balance due on the Closing Date, adjusted by the items Section 6.1;

(zz) "**System**" has the meaning ascribed thereto in Section 8.2(c);

(aaa) "**Tarion Addendum**" has the meaning ascribed thereto on Page 1 of this Agreement;

(bbb) "**Transaction**" means the transactions and arrangements, including the purchase and sale of the Purchased Property as contemplated by the provisions of this Agreement;

(ccc) "**Turn-over Meeting**" has the meaning ascribed to it in the Act;

(ddd) "**Utilities Suppliers**" means any supplier of or submetering company for water, electricity or gas to the Purchased Property;

(eee) "**Vendor**" means Cachet Homes (Mount Hope) Inc. and its successors and assigns. In any section of this Agreement which contains a release or other exculpatory language in favour of the Vendor or an indemnity in favour of the Vendor, the term "Vendor" also means the directors, shareholders, officers, servants, employees and agents of the Vendor; and Vendor solely for the purpose of any such section, is the agent or trustee of, and for the benefit of, each of them; and

(fff) "**Vendor's Solicitor**" means Desi C. Auciello, Barrister & Solicitor or any other law firm designated in writing by the Vendor.

Section 1.2 Tarion Addendum Definitions

The parties acknowledge that the **Tarion Addendum** and the definitions therein set out are attached hereto as a Schedule and form part of this Agreement as if set out at length herein. Any capitalized terms used herein not expressly defined herein and defined in the Tarion Addendum shall have the meaning ascribed thereto in the Tarion Addendum.

Section 1.3 PURCHASER TAKE NOTE

This Agreement contains provisions about the following:

(a) There are rights or conditions by which the Vendor may terminate this Agreement regardless of whether or not the Purchaser is in default.

(b) The Vendor has the right to alter plans and specifications or substitute materials without notice to or consent of the Purchaser.

(c) The Purchase Price may be increased or adjusted by certain additional costs or charges.

In addition, if the Purchaser cannot identify or understand any of the provisions contained in this Agreement, including without limitation to the foregoing, the Purchaser should seek legal advice or any other advice as it deems necessary or appropriate.

THE PURCHASER IS ADVISED TO CONSULT A SOLICITOR BEFORE SIGNING THIS AGREEMENT.

FOR INFORMATION ONLY

Article 2 PURCHASE OF PURCHASED PROPERTY, PURCHASE PRICE, DEPOSIT

Section 2.1 Purchase Price

The Purchaser hereby offers to purchase the Purchased Property from the Vendor on the terms and conditions contained in this Agreement, for the Purchase Price, payable by the payment of the Deposit to the Vendor and by payment of the balance of the Purchase Price. The balance of the Purchase Price for the Purchased Property shall be payable by the Purchaser by certified cheque or bank draft payable to **DESI C. AUCIELLO, in trust**, or as the Vendor may otherwise direct in writing on the Closing Date or Occupancy Date, if applicable. All adjustments as hereinafter set out in Section 6.1 hereof shall be calculated and paid as of the Closing Date, unless the Vendor require the adjustments to be paid on the Occupancy Date or such other date as the Vendor may choose in its sole discretion.

The Purchaser agrees that on taking possession of the Purchased Property and on the Closing Date, the Purchaser shall not for any reason whatsoever request, nor shall the Vendor be obligated to, permit any holdback or abatement of any part of the Purchase Price or any other monies payable by the Purchaser under this Agreement for any reason whatsoever.

Section 2.2 Deposits

The Deposits, as set forth in Page 1 of this Agreement shall be payable as set out in Page 1 of this Agreement and such Deposits are expressly deemed to be deposits only and not partial payments of the Purchase Price. Provided the Purchaser is not in default under this Agreement, and subject to Section 13.4, the Vendor shall pay or credit the Deposits on account of the Purchase Price for the Purchased Property on Closing.

The Purchaser covenants and agrees to provide to the Vendor all required personal information and documentation pertaining to each of the individuals and/or companies comprising the Purchaser needed to enable the Vendor and/or the Vendor's agent to fully comply with the provisions of the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* S. C. 2000, as amended (hereinafter referred to as "**FINTRAC**"), forthwith upon the Vendor's request for same, including without limitation, the name, current home address, date of birth, and the principle business or occupation of each individual or corporation comprising the Purchaser, along with a copy of a validly issued birth certificate, or an unexpired Canadian or international driver's license, passport, or government-issued record of landing or permanent resident card (together with a copy of government-issued photo I.D. for each individual comprising the Purchaser, or for each officer and director of each company comprising the Purchaser), as well as a copy of the articles of incorporation, a current certificate of status, a current certificate of incumbency, and evidence of the power to bind the corporation to this Agreement, for each company comprising the Purchaser, which may be required to objectively verify the identity of each such individual or corporation.

If any Deposit are provided to the Vendor by (or drawn on the account of) someone other than the Purchaser, then the Purchaser shall also be obliged to forthwith provide the Vendor with all of the foregoing information and documentation pertaining to said other party, as may be required to comply with the provisions of FINTRAC, failing which the Vendor shall be entitled to refuse to accept such deposit monies or deposit cheque, and the Purchaser shall thereupon be considered in breach of its obligations hereunder. The Purchaser further agrees that in the event a Deposit cheque or bank draft is delivered to the Vendor drawn on the account of someone other than the Purchaser, then such bank draft or cheque shall be deemed to be a payment made by such third party as agent for and on behalf of the Purchaser.

Section 2.3 Proof of Financing

The Purchaser represents and warrants that the Purchaser is capable of obtaining the financing the Purchaser requires to complete this Transaction. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of satisfying itself that the Purchaser is capable of completing the Transaction. In addition, the Purchaser shall deliver to the Vendor within 45 days of acceptance of this Agreement by the Vendor, and thereafter within ten (10) days of demand from the Vendor or any agent thereof including without limitation the Vendor's Solicitor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation:

(a) written confirmation of the Purchaser's income, and any other financial and personal information, documents, instruments or verifications which may be required or desired by the Vendor, the Vendor's mortgagees, lenders, and any/or insurer (if applicable);

(b) evidence of the source of payments required to be made by the Purchaser in accordance with this Agreement; and

(c) in those circumstances where the Purchaser requires or desires third party financing to assist the Purchaser in completing the Transaction, a copy of an executed binding and unconditional mortgage commitment, financial term sheet or loan agreement for a loan amount sufficient to complete the purchase Transaction herein on an all cash basis to the Vendor on Closing, issued by the Vendor's mortgagee or by a third party financial institution or other lender which shall be satisfactory to the Vendor and the Vendor's mortgagee, lenders and insurers in their sole, absolute and unfettered discretion, provided that if the Purchaser intends to obtain financing from a lender other than the Vendor's mortgagee, the Vendor shall nevertheless have the right to require the Purchaser to obtain (and the Purchaser shall correspondingly be obliged to obtain) mortgage approval for a first mortgage loan directly from the Vendor's Mortgagee, in such amounts as will enable the Purchaser to complete this transaction on an all cash basis to the Vendor on the Closing Date, and to deliver to the Vendor written confirmation of such approval by the Vendor's mortgagee; or

(d) if no mortgage is required by the Purchaser, then the Purchaser shall deliver evidence that the Purchaser will have the funds required to close this Transaction,

all of the foregoing to be satisfactory to the Vendor in its sole, absolute, and unfettered discretion.

The Purchaser acknowledges and agrees that the aforesaid information has been provided to and with the Purchaser's knowledge and consent and such information may be used by, the Vendor, its agents, advisors, consultants, insurers and lenders for such purposes as the Vendor may deem appropriate including, without limitation, arranging financing for construction or such other purpose related to the Development or to complete the Transaction. The Purchaser acknowledges and agrees that the aforesaid information may be retained in a file by the Vendor for future reference.

Section 2.4 Failure to Comply with Section 2.3

In the event of any failure of the Purchaser to comply with the provisions of Section 2.3, or if any of the documents provided by the Purchaser pursuant to Section 2.3 is not satisfactory to the Vendor, the Vendor's agents, the Vendor's mortgagees, lenders and/or insurers in their sole, absolute and unfettered discretion, or if any of the information, documentation or evidence submitted by the Purchaser pursuant to Section 2.3 is false, inaccurate or misleading in whole or in part, or if the Purchaser fails to disclose any relevant facts pertaining to the Purchaser's mortgage approval or financial circumstances, resources or abilities, or if the Purchaser was initially approved for a mortgage loan by a third party lender and subsequently such approval is withdrawn or the loan amount reduced at any time prior to Closing, then due to the fact that the Vendor has held the Purchased Property off the marketplace as a result of this Agreement and the Purchaser's unqualified and unconditional agreement and commitment to complete this Transaction on an all-cash basis to the Vendor on the Closing Date, the Purchaser shall be and shall be deemed to be in default of this Agreement, pursuant to which the Vendor shall have the option, exercisable in its sole, absolute and unfettered discretion to elect to either:

(a) declare this Agreement terminated by giving written notice to the Purchaser or the Purchaser's solicitor, take forfeiture of and retain the Purchaser's Deposits and any Payments for Extras as liquidated damages or otherwise and not a penalty, in addition to and without prejudice to any other remedies that the Vendor may have under this Agreement or at law or in equity as a result of the Purchaser's default or the Purchaser's failure or inability to complete the Transaction on an all cash basis to the Vendor on Closing, and in such circumstances,

FOR INFORMATION ONLY

the Vendor shall not be liable for any costs or damages incurred or suffered by the Purchaser as a result of the termination of the Agreement or in relation thereof; or

(b) take back a first mortgage from the Purchaser, to be registered on the Purchased Property on the Closing Date for the balance of the unpaid Purchase Price as set out in the Statement of Adjustments provided by the Vendor on the Closing Date (the "**VTB Mortgage**"). At the sole, absolute and unfettered discretion of the Vendor, the Vendor may charge the Purchaser a mortgage application fee, lender's fee or other administration fees in connection with the giving of the VTB Mortgage which fees shall be paid as an adjustment on Closing and the amount of such fees shall be in the Vendor's absolute unfettered discretion. Such VTB Mortgage shall be for a term of between six (6) months to three (3) years, to be determined by the Vendor in its sole, absolute and unfettered discretion (the "**Term**"), bearing interest at a fixed annual rate for the Term, which fixed annual rate of interest is to be determined by the Vendor in its sole, absolute and unfettered discretion on or before Closing (the "**VTB Interest Rate**"). The VTB Mortgage shall be repayable in blended monthly payments of principal and interest based on an amortization period of 25 years, and at the option of the Vendor in its sole, absolute and unfettered discretion, in addition to such amount, 1/12th of the estimated annual realty taxes attributable to the Purchased Property. In addition, the VTB Mortgage shall require that upon the sale, transfer or other disposition or creation of any other mortgages of the Purchased Property, the entire outstanding indebtedness secured by the VTB Mortgage shall, at the option of the mortgagee, become immediately due and payable. The VTB Mortgage may also require all monthly and other payments to be made by post-dated cheques or by pre-authorized payment plan. In the event that the Purchaser is a corporation, the VTB mortgage may require that the officers and/or directors of the corporation personally guarantee the mortgage. In addition to the foregoing, the VTB shall be subject to Standard Charge Terms 200033 filed by Dye & Durham Co., and shall otherwise be on terms and conditions satisfactory to the Vendor in its sole, absolute, and unfettered discretion; or

(c) upon the payment by the Purchaser to the Vendor of an additional Deposit, in an amount and to be paid on a date which is to be determined by the Vendor in its sole, absolute and unfettered discretion, waive such default by the Purchaser, which waiver shall be only with respect to the proof of financing requirement set out in Section 2.3 and shall not constitute a waiver of future or other defaults by the Purchaser.

Section 2.5 Use of Personal Information

(a) The Purchaser is hereby notified that the Vendor may use the personal information provided pursuant to this Agreement for the purpose of contacting the Purchaser in order to provide the Purchaser with a more positive experience in the process of purchasing their new home, and in delivering products and services offered by the Vendor pursuant to the terms of this Agreement. The Vendor may, but is not obligated to, use the Purchaser's personal information in order to send the Purchaser communications (whether electronic or otherwise) regarding matters that the Vendor thinks may be of interest to the Purchaser.

(b) For the purpose 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 from time to time), the Purchaser hereby consents to the Vendor collecting and possessing the Purchaser's name and personal information obtained by the Vendor pursuant to and in connection with this Agreement including without limitation, the Purchaser's name, home address, e-mail address, facsimile number, telephone number, age, date of birth, marital status, occupation, employment status, current home ownership details and intention regarding rental or owner occupation of the Purchased Property; residency status, social insurance number, business identification number and HST registration number (for the limited purposes described in subsections (vi) and (vii) below); and, the Purchaser's financial information, desired suite design and colour/finish selections. The Purchaser acknowledges that this information will be used by the Vendor to facilitate completion of this Transaction, for post-closing and after-sales customer care purposes, for the purpose of marketing other projects to the Purchaser and/or for property management purposes. In addition, the Purchaser consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name and any or all of such personal information to the following entities:

(i) companies or organizations affiliated, associated or related to the Vendor in order to provide the Purchaser with information relating to this Development and other developments of such entities;

(ii) the agents, consultants, architects, surveyors, property managers, planners, engineers, trades, solicitors of, or other persons designated by the Vendor and/or the agents, consultants, architects, surveyors, property managers, planners, engineers, trades, solicitors of, or other persons designated for companies or organizations affiliated, associated or related to the Vendor;

(iii) any provider of utilities, services and/or commodities to the Purchased Property (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite television, appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Purchased Property;

(iv) the Vendor's consultants, lenders, lending institutions and insurers for the purpose of arranging financing to complete the transaction as contemplated by this Agreement;

(v) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes;

(vi) any Governmental Authority which legally requires the Vendor to provide same, including without limitation, the Land Registry Office, the Ministry of Finance for the Province of Ontario (with respect to the Land Transfer Tax), and the Canada Revenue Agency (with respect to the HST);

(vii) Canada 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 contain or refer to Purchaser's social insurance number or business registration number (as the case may be), as required the Income Tax Act, R.S.C. 1985 ("**ITA**");

(viii) the Vendor's Solicitor or Purchaser's Solicitor to facilitate the Closing, including the closing by electronic means via Teraview Electronic Registration System and electronic delivery of documentation via the internet; and

(ix) the Common Elements Condominium for the purposes of facilitating the completion of its voting, leasing and/or relevant records, and to the Common Elements Condominium's property manager for the purposes of facilitating the issuance of notices, the collection of Common Expenses and/or implementing other condominium management/administration functions.

The Purchaser may update his/her information at any time by giving written notice thereof to the Vendor or the Vendor's Solicitor. By executing this Agreement, the Purchaser consents to the use of the Purchaser's personal information in the manner set out above or as may otherwise be legally allowed.

Section 2.6 Changes Requested by the Purchaser

In the event that the Purchaser wishes to change the floor plan or layout of the Purchased Property being purchased from the Vendor pursuant to this Agreement, the Vendor may in its sole, unfettered and absolute discretion consent to such change or cancellation in writing, in which case the Purchaser shall pay the Vendor an administrative fee of Five Hundred Dollars ($500.00) plus Applicable Taxes and any amounts for extras or upgrades (if applicable) for such requested change.

Section 2.7 Description of Purchased Property

The Purchaser acknowledges that only the items set out in the attached schedule of Features and Finishes attached to this Agreement as Schedule "C" are included in the Purchase Price and that any brochures, model suite and/or sales office furnishings, woodwork, trim (including moldings), décor, upgrades, samples, appliances, artist's renderings, dwelling layout sketches (whether attached to this Agreement or not), scale model(s),

FOR INFORMATION ONLY

improvements, mirrors, drapes, wall colours, tracks, samples and wall coverings are for display purposes only and are not included in the Purchase Price, unless specified in the schedule of Features and Finishes.

Section 2.8 Water Heater Tank Rental

The Purchaser acknowledges and agrees that the hot water heater and tank for the POTL may be rented and, if so rented, it shall remain the property of the applicable utility company and shall not be or become a fixture and/or part of the Purchased Property. Further, the Purchaser agrees to execute and deliver for Closing a rental contract if required by the applicable utility company with respect to the hot water heater and tank, in the event that such equipment is rented. The rental fees for such water heater tank rental equipment shall be payable by the Purchaser as and when required pursuant to such rental contracts. It shall be a condition of Closing that the Purchaser execute and deliver to the Vendor such documents and agreements in relation to the rental of the water heater tank rental equipment provided in the Purchaser's Dwelling as may be required by the Vendor, within 5 days of receipt of such documents and agreements by the Purchaser from the Vendor. The Purchaser acknowledges and agrees that any rebates, bonuses or other consideration which may be paid by the owner of rental water heater tank rental equipment provided to the Development or the Dwellings shall be remitted to the Vendor and the Purchaser shall have no entitlement to any such rebate, bonus or consideration.

Article 3 CLOSING DATE

Section 3.1 Closing

The Closing Date may be extended one or more times by written notice from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor and such extended Closing Date may be any date chosen by the Vendor or the Vendor's Solicitors provided that it shall not be less than ten (10) days after the delivery of such notice, unless agreed to by the Purchaser.

Section 3.2 Substantial Completion

(a) For the purpose of Closing, the Purchased Property shall be deemed to be completed when all interior work has been substantially completed to the minimum standards allowed by the Municipality so that the Purchased Property may be occupied, notwithstanding that, there remains work to be completed including, but not limited to, exterior painting, grading, sodding, and landscaping. There shall be no hold back or deduction on Closing for any incomplete work.

(b) On the Occupancy Date or the Closing Date, as the case may be, or any extensions of the Occupancy Date or the Closing Date, as aforesaid, this Transaction shall be completed without holdback by the Purchaser (who shall be deemed to be a "home buyer" pursuant to the provisions of the *Construction Act,* R.S.O. 1990, as amended) of any amount and the Purchaser shall not claim any lien holdback on the Occupancy Date or Closing, notwithstanding that the Vendor has not fully completed the work in the Purchased Property or the Development and the Vendor shall complete such outstanding work within a reasonable time after Closing, having regard to weather conditions and the availability and supply of labour and materials. In any event, the Purchaser acknowledges that failure to complete the work in connection with the Purchased Property or the Development on or before the Closing Date shall not be deemed to be a failure to complete the Purchased Property.

(c) It is a requirement for occupancy that the Municipality inspect the Purchased Property and/or issue an occupancy permit or certificate. In the event that such permit or certificate is not available for delivery to the Purchaser on the Closing Date for any reason, but the Purchased Property has been cleared for occupancy, the Purchaser shall accept the confirmation of the Vendor, in writing, as to permitted occupancy.

Article 4 OCCUPANCY DATE

Section 4.1 Occupancy

If the Purchased Property is sufficiently completed to permit Occupancy thereof by the Purchaser on the Occupancy Date established in accordance with the Tarion Addendum, as determined by the Vendor in its sole, absolute and unfettered discretion, the Purchaser shall take possession of the Purchased Property on such Occupancy Date. Provided that the Vendor complies with the Tarion Addendum, the Purchaser acknowledges that the failure to complete the Common Elements before the Occupancy Date shall not be deemed to be failure to complete the Purchased Property. The Purchaser acknowledges that the relationship of landlord and tenant shall not be created by the Purchaser taking possession of the Purchased Property on the Occupancy Date. Possession of the Purchased Property shall be given to the Purchaser on the Occupancy Date established in accordance with the Tarion Addendum. The Purchaser shall be granted occupancy in accordance with and acknowledges and agrees to the terms and conditions contained in the occupancy agreement (the "**Occupancy License**"), attached hereto as Schedule "E". Notwithstanding any other provision of this Agreement, the Vendor shall have the right to delay occupancy of the Purchased Property by up to ten (10) days upon written notice to the Purchaser or the Purchaser's solicitor.

Section 4.2 Municipality Requirements

At the sole, absolute and unfettered discretion of the Vendor, the Purchaser may not be allowed to occupy the Purchased Property until the occupancy requirements of the Municipality have been complied with, and the Purchaser has completed and executed the CCP (as such term is defined Section 11.4) prior to Occupancy, and in the event that the Purchaser shall occupy the Purchased Property prior to the compliance of the aforesaid occupancy requirements, then the Purchaser shall indemnify the Vendor for any Costs as a result of the Purchaser's occupancy as aforesaid. Notwithstanding anything contained to the contrary in this Agreement, the Vendor shall have the right to defer the Closing and the Occupancy Date until the Municipality consents to Occupancy. The Purchaser shall not require the Vendor to provide or produce any occupancy permit, certificate or authorization to occupy the Purchased Property other than the documentation required by Section 9 on pages 6-7 of the Tarion Addendum and the Vendor is not obliged and the Purchaser is obliged to obtain whatever evidence the Purchaser may deem appropriate to be satisfied that the Purchaser may occupy the Purchased Property. Provided that the Purchased Property has been inspected and approved for occupancy by the Municipality, Chief Building Official or other designate, agency or authority (or if other alternate arrangements have been made satisfactory to the Municipality, Chief Building Official or other designate, agency or authority) the Purchaser agrees to occupy the Purchased Property and close this transaction in accordance with this Agreement. The Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to the Tarion Warranty Corporation in respect of apparent deficiencies or incomplete work, provided that such incomplete work does not prevent Occupancy of the Purchased Property.

Article 5 EXTENSIONS AND FORCE MAJEURE

Section 5.1 Extension of Critical Dates

The Critical Dates may be extended in accordance with the terms of the Tarion Addendum, which includes extension provisions due to Unavoidable Delay as such term is defined therein.

Section 5.2 Extension of Closing Date

If any of the conditions in Section 9.1 have not been complied with within the time period limited therefor, then the Vendor may in its sole and unfettered discretion extend the Closing Date for one or more periods of time, not to exceed twenty-four (24) months in total and the Purchaser hereby consents to same.

Section 5.3 Acceleration of Closing Date

FOR INFORMATION ONLY

The Vendor may, at its option, advance the Closing Date on one or more occasions by up to 120 days, in total, by providing not less than sixty (60) days' notice in writing to the Purchaser of the Vendor's intention to so advance the Closing Date. In the event that the Vendor does so advance the Closing Date, the extension provisions described in Section 5.1 and Section 5.2 above shall continue to apply. The provisions of the ONHWPA with respect to extension and termination apply to this Agreement and are described in a schedule hereto.

Section 5.4 Vendor Not Liable for Costs, etc.

Notwithstanding anything contained to the contrary in this Agreement, it is understood and agreed by the parties hereto, that in the event the Vendor: (i) invokes the extension provisions of Section 5.2, at any time or times; and/or (ii) fails to provide any notice of extension of the Closing Date in accordance with the provisions of this Agreement, then the Vendor shall not be responsible or liable for reimbursing the Purchaser for any fees, costs, charges, expenses, fines, interest, penalty, claims, actions, injuries, liabilities, damages and losses whether indemnified against or not, sustained, suffered, incurred, paid or payable, directly or indirectly by the Purchaser, as a result of the Vendor invoking the extension provisions of Section 5.2 and/or failing to provide any notice of extension of the Closing Date and under no circumstances shall the Purchaser be entitled to terminate the transaction or otherwise rescind this Agreement as a result thereof.

Article 6 ADJUSTMENTS

Section 6.1 Adjustments to the Purchase Price

The Purchase Price shall be adjusted on the Closing Date with the day of Closing apportioned to the Purchaser as to all prepaid or accrued expenses/charges, levies and other items required by the terms of this Agreement to be adjusted, and which items shall include, without limiting the generality of the foregoing, the following:

(a) Realty Taxes

realty taxes (including local improvement rates pursuant to the *Local Improvement Charges Act*, and/or the *Municipal Act*, if any) and assessment rates on the Purchased Property shall be apportioned and allowed to the Closing Date, with that date itself apportioned to the Purchaser. Realty taxes shall be estimated by the Vendor as if the Purchased Property had been assessed (including any and all supplementary assessments) by the relevant taxing authority, as fully completed by the Vendor for the calendar year in which the Transaction is completed, and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that same may not, by the Closing Date, have been levied, assessed or paid. The Purchaser shall, on the Closing Date, pay and/or reimburse the Vendor proportionately for any realty taxes required to be paid by the Vendor to the Municipality for the succeeding year after Closing. Such realty taxes shall be subject to readjustment at the written request of the Purchaser within twelve (12) months following the issuance of the initial tax bill for the Purchased Property once separately assessed. For clarity, failing such written request by the Purchaser within the said twelve (12) month period, no adjustment will be made in favour of the Purchaser;

(b) Applicable Taxes

an adjustment in the Vendor's favour for the portion of any Applicable Taxes in connection with the Purchased Property including without limitation the HST to be paid by the Purchaser pursuant to Section 8.6, if any, and the amount of any new sales taxes or increases in the rates of existing sales taxes, which are imposed on the sale of the Purchased Property by a Governmental Authority;

(c) Common Expenses

payment to the Vendor of the Purchaser's Common Expenses attributable to the Purchased Property. The Purchaser agrees to provide the Vendor with a series of post-dated cheques for the common expense contribution attributable to the Purchased Unit for such period of time after the Closing Date as required by the Vendor, or preauthorized withdrawal forms duly executed by the Purchaser, all as may be required by the Vendor;

(d) Reserve Fund

an amount equal to the Purchaser's Proportionate Share of Common Expenses allocable to the Purchased Property for two months as an initial contribution to the reserve fund which amount shall be redirected by the Vendor to the Condominium on the Closing Date from the balance due on Closing for deposit into the reserve fund of the Condominium. Such amount shall be in addition to the monthly Common Expenses payable by the Purchaser to the Condominium and the adjustment relating thereto referred to in Section 6.1(c) above and in addition to the reserve fund contribution contemplated by the Budget (if any), unless the collection of this contribution to the reserve fund shall be prohibited by the Act, in which case this Section 6.1**Error! Reference source not found.** shall be struck out and the adjustment provided for in this Section 6.1**Error! Reference source not found.**.

(e) Other Expenses

payment to the Vendor of other expenses such as gas, electricity, fuel, water, heating, cooling, hydro, tree planting, landscaping, except insofar as the same are included in the Common Expenses attributable to the Purchased Property, shall be apportioned and allowed to the Closing Date;

(f) Development Charges

payment to the Vendor of any new, or increases after the execution of this Agreement in any levy, payment, contribution, charge, fee or assessment, including without limitation: development charges, public art contributions, impost charges, infrastructure or services to be provided or supplied, or any other charges, required, assessed, charged or imposed by the Municipality, a regional municipality, a transit authority, or any other authority having jurisdiction under the *Development Charges Act,* 1997, S.O. 1997, c. 27, the *Planning Act*, R.S.O. 1990, as amended from time to time, and any other existing or new legislation, bylaw and/or policy of a similar nature, (notwithstanding that such development charges may be paid prior to the year of the Closing Date) (collectively, the "**Development Levies**"), assessed against or attributable to a Purchased Property; and if any of the foregoing is assessed, charged or imposed against the Development as a whole, then the Purchaser shall pay the Vendor the Purchaser's Proportionate Share of the foregoing , provided however that the Levies shall not be duplicative of the charges described in Section 6.1(g)-(i) below;

(g) Education Development Charges

payment to the Vendor of any new or any increases after the execution of this Agreement in any levy, payment, contribution, charge, fee or assessment, required, assessed, charged or imposed by the a public or separate school board or any other Governmental Authority, in connection with the development of the Development, pursuant to the *Education Act* (Ontario) and any other existing or new legislation, bylaw and/or policy of a similar nature (notwithstanding that such charges may be paid prior to the year of the Closing Date)assessed against or attributable to the Purchased Property (the "**Education Levy**") ; and if any of the foregoing is assessed, charged or imposed against the Development as a whole, then the Purchaser shall pay the Vendor the Purchaser's Proportionate Share of the foregoing;

(h) Parkland Dedication and Cash in Lieu

payment to the Vendor of any new or increases after the execution of this Agreement in any levy, payment, contribution, charge, fee or assessment relating to parks, parkland dedication, or lands conveyed for public recreational purposes, cash in lieu, and includes the fair market value plus costs of any lands conveyed to any Governmental Authorities pursuant to or under the *Planning Act R.S.O.* 1990 as amended from time to time, or imposed by Governmental Authorities having jurisdiction under the *Planning Act R.S.O. 1990* (the "**Parkland Levy**"), assessed

FOR INFORMATION ONLY

against or attributable to the Purchased Property; and if any of the foregoing is assessed, charged or imposed against the Development as a whole, then the Purchaser shall pay the Vendor the Purchaser's Proportionate Share thereof;

(i) Section 37 Charges

payment to the Vendor of any new or increases after the execution of this Agreement in any levy, payment, contribution, charge, fee assessment, or value of lands conveyed for public recreational purposes, pursuant to an agreement made in furtherance of section 37 of the *Planning Act R.S.O.* 1990 as amended from time to time, or imposed by the Municipality, regional municipality, or any other authority having jurisdiction under the *Planning Act R.S.O. 1990* (the "**Section 37 Levy**"), assessed against or attributable to the Purchased Property; and if any of the foregoing is assessed, charged or imposed against the Development as a whole, then the Purchaser shall pay the Vendor its Proportionate Share thereof;

(j) Law Society Levy

payment to the Vendor of the cost of the Law Society of Ontario real estate transaction levy surcharge or any other levy, surcharge, charge charged by any entity to a lawyer or firm that acts for one or more parties on a real estate transaction;

(k) New Home Warranty

payment to the Vendor of: (1) the cost of enrolling the Purchased Property under ONHWPA or Ontario New Home Warranties and Protection Plan as administered by Tarion or any successor organization or administrative body including without limitation the Home Construction Regulatory Authority, together with any provincial or federal taxes exigible with respect thereto; (2) the cost of any fees including but not limited to the regulatory oversight fees payable to the Home Construction Regulatory Authority or any successor organization or administrative body;

(l) Utilities and Leased Equipment

in the event that the Vendor, as a pre-requisite to the procurement and provision of continuous utility service(s) or metering services to the Development, is required to pay or provide the local public utility authority or any other service provider or metering company (for hydro/electricity, gas and/or water) with security, including without limitation, cash security or a letter of credit (hereinafter the "**Utility Security Charge**"), then in such circumstances the Vendor shall be reimbursed by the Purchaser for its Proportionate Share of the Utility Security Charge. The Vendor shall also be reimbursed by the Purchaser in its Proportionate Share for the cost of all utilities meters, the installation of such meters, sanitary and sewer related charges including, without limitation, hydro/electricity, water, and gas; water and sanitary and sewer service connection charges; gas service installation and connection charges including the cost of piping, (if made available by the Vendor); cooling and transformer installation, and other installation, connection and/or energization charges to the Development, any part thereof and/or the Purchased Property; provided that, if the charge is on a per Dwelling basis, the Purchaser shall pay the amount charged to the Purchased Property. A letter from the Vendor confirming the foregoing charges under this Section 6.1(l) shall be conclusive, final and binding on the Purchaser absent manifest error. The Vendor shall be entitled to retain any rebates issued or paid by any utility/service provider or by any entity supplying the various equipment to the Purchased Property, even though such equipment may be of a rental/leased nature, and the Purchaser expressly acknowledges that the Vendor shall not be required to pay or adjust any such rebate to the Purchaser. The Purchaser agrees to execute and deliver forthwith upon receipt, any form of acknowledgement, direction, consent or assignment required by the Vendor in order to evidence the Vendor's entitlement to any such rebate;

(m) Aesthetic Enhancement/Landscaping

payment to the Vendor for any charges incurred by the Vendor in connection with the community landscaping, grading, retaining walls and/or fencing for landscaping the Lands of the Purchased Property in accordance with the requirements of the Municipality, including planting of trees and/or shrubs and/or bushes on the Purchased Property or the adjacent boulevards, wherever applicable. In the event such changes are ascertained against the development as a whole, then the Purchaser shall pay the Vendor its proportionate share thereof.

(n) Administrative Fees and Other Fees

the Purchaser shall pay to the Vendor the sum of:

(i) The greater of Three Hundred Dollars ($300.00) plus Applicable Taxes and the amount charged by a lender to obtain discharges or partial discharges for each mortgage registered against title to the Land or any part thereof not to be assumed by the Purchaser;

(ii) Three Hundred and Fifty Dollars ($350.00) plus Applicable Taxes for the Vendor working with the Municipality and MPAC for realty tax purposes, for any supplement/omit realty tax bill relating to the Purchased Property (if applicable) and for notifying all relevant utility supplies for the purpose of setting up utility accounts in the name of the Purchaser;

(iii) Two Hundred and Fifty Dollars ($250.00) plus Applicable Taxes for any cheque delivered to the Vendor or the Vendor's Solicitor and not accepted for payment by their bank for any reason;

(iv) Two Hundred and Fifty Dollars ($250.00) plus Applicable Taxes for any cheque in the possession of the Vendor or the Vendor's Solicitor that the Vendor permits to be exchanged for a replacement cheque, or deposited on a later date than the date indicated on the face of said cheque;

(v) If applicable, an amount to be determined by the Vendor, in its sole and absolute discretion, representing lender's fees or other administrative fees in connection with the giving of the VTB Mortgage as set out in Section 2.4(b);

(vi) One Hundred Dollars ($100.00) plus Applicable Taxes for each sum that the Vendor expressly permits to be paid to the Vendor's Solicitor on account of the Purchase Price for the Purchased Property by wire transfer or direct deposit. All payments by wire transfer or direct deposit must be made in strict accordance with the provisions of the Vendor's Solicitor's wire transfer and direct deposit form, which may be amended by the Vendor's Solicitor from time to time, failing which the payment may not be accepted by the Vendor at its sole discretion;

(vii) Five Hundred Dollars ($500.00) plus Applicable Taxes representing the Vendor's legal fees for any requested amendment to the final closing documentation (including without limitation, to add or remove a Related Party of the Purchaser as named party to the transaction documents or for an extension to the Closing Date requested by or on behalf of the Purchaser where, and only if the Vendor has approved, in its sole and unfettered discretion). For clarity, Purchaser acknowledges and agrees that the Vendor shall have no obligation to approve any such requests for amendments, and the Vendor may charge an administration fee in addition to its legal fees, both of which, provided the Vendor consents to the request, shall be non-refundable and payable by the Purchaser at the time of such request;

(o) Extras

payment to the Vendor of the price charged by the Vendor for all extras, upgrades or changes ordered by the Purchaser for which the Purchaser has not previously paid to the Vendor, plus Applicable Taxes, except where an extra, upgrade or change ordered by the Purchaser remains incomplete in whole or in part at the time of Closing and the Vendor had advised the Purchaser, in the Vendor's sole discretion, that the Vendor will not provide or complete the said extra, upgrade or change. The Purchaser acknowledges and agrees that for any amount refunded by way of credit in the Purchaser's favour on the Statement of Adjustments, such credit shall be accepted by the Purchaser as full and final settlement

FOR INFORMATION ONLY

of any claim by the Purchaser with respect to the said extra, upgrade or change with no further liability upon the Vendor in connection with same;

FOR INFORMATION ONLY

(p) Status Certificate

a fee in the amount of the higher of: (i) One Hundred Dollars ($100.00) or (ii) the maximum prescribed rate pursuant to the Act, for the status certificate delivered on the Closing Date notwithstanding that the status certificate and associated documents may be delivered electronically, plus any Applicable Taxes;

(q) Survey

any costs incurred by the Vendor relating to the survey of the Purchased Property, if such survey is obtained by the Vendor. The Purchaser acknowledges and agrees that the Vendor shall have no obligation to provide a building location survey for the Purchased Property;

(r) Registration

a fee of Four Hundred and Fifty Dollars ($450.00) plus Applicable Taxes, representing the closing costs charged by the Vendor's Solicitor to the Vendor to close the purchase Transaction contemplated herein; and

(s) Other Adjustments

(i) if applicable, payment of Occupancy Fee for the month in which the Occupancy Closing occurs;

(ii) payment to the Vendor of other expenses such as gas, electricity, fuel, water, heating, cooling, hydro, tree planting, landscaping, except insofar as the same are included in the Common Expenses attributable to the Purchased Property, shall be apportioned and allowed to the Closing Date;

(iii) all charges paid by the Vendor to the Municipality for the initial garbage and/or recycling containers issued to each POTL, where so charged to the Vendor;

(iv) any charges incurred by the Vendor in connection with the paving of the driveway in accordance with the requirement of the Municipality of the Purchased Property shall be an adjustment on the Closing Date in favour of the Vendor. It is estimated that the cost for paving a single car driveway will be $950.00 plus HST; and the cost for paving a double car driveway will be $1,250.00 plus HST. However, the Purchaser is advised that the foregoing amounts are estimates only and may be increased once the actual costs are ascertained by the Vendor closing to the date that the paving occurs;

(v) any costs incurred by the Vendor relating to constructing a fence at the rear or side of the Purchased Property. The Purchaser acknowledges and agrees that the Vendor shall have no obligation to construct a fence at the Purchased Property;

(vi) any costs incurred by the Vendor relating to the survey of the Purchased Property, if such survey is obtained by the Vendor. The Purchaser acknowledges and agrees that the Vendor shall have no obligation to provide a building location survey for the Purchased Property;

(vii) on the Closing Date, if required by the Vendor the Purchaser shall pay the Vendor a security deposit in an amount to be determined by the Vendor, for the grading of the Real Property and as security to ensure the Purchaser's compliance with any municipal or developments agreements affecting the title to the Real Property for which the Vendor may be held liable in the event of any non-compliance by the Purchaser. The Vendor will be entitled to draw on the said deposit for the payment of any and all inspection costs levied by the Municipality and/or its consultants and/or any costs or expenses incurred in effecting the said compliance by the Purchaser as hereinbefore or hereinafter set out, including without limitation any amount secured by a vendor's lien which may be set off against and paid from the deposit. The remaining security deposit shall be refunded to the Purchaser within a reasonable time after the Municipality has released all security being held by it in respect of the Lands and Condominium. The Vendor shall be entitled to set off the said deposit to be returned against any amounts owed to it by the Purchaser and/or any amounts for which it maintains a vendor's lien for and shall be entitled to deduct from the said deposit the costs of any rectification or mitigation of any Purchaser default and/or the costs of any inspections by the Municipalities and/or its consultants; and

(viii) if applicable, all costs incurred by the Vendor for the following: hydro, cable, phone and/or water connections and/or installation costs for the Purchased Property, internal lot servicing, water and hydro meter charges, hydro trenching and Canada Post super mailbox fee (if applicable); and

(ix) any other adjustments contemplated by this Agreement.

If any of the adjustments to be made on the Closing Date cannot be accurately determined at the Closing Date, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or the Vendor's Solicitor.

Article 7 TITLE

Section 7.1 Permitted Encumbrances

The Purchaser agrees to comply with and accept title to the Purchased Property subject to all registered restrictions, encumbrances, rights, easements and restrictive covenants registered or to be registered hereafter against the Development and/or the Lands including but not limited to the following:

(a) Condominium Documents

the proposed Declaration, Description and By-laws (subject to any amendments that may be required by the Vendor, mortgagee or by the appropriate Land Registry Office, the Municipality or any other authority to permit registration thereof), or any notice, certificate or other document required to be registered against title to the Purchased Property pursuant to the Act, or as set out or attached to the Disclosure Statement, which are or will be registered in the said Land Registry Office;

(b) Agreements with Governmental Authorities

agreements with publicly regulated utilities, agreements with local ratepayer associations, subdivision agreements, development agreements, site plan agreements, Section 37 agreements, encroachment agreements, easements, restrictive covenants, regulations, municipal servicing or any other agreements with any Governmental Authorities or such other documents which may be required by any Governmental Authorities which may now or hereafter be entered into;

(c) Maintenance and Cost Sharing, Warning Clauses

condominium agreement, servicing agreement, cost sharing or reciprocal operating agreement, financial agreement, easement agreement, encroachment agreement and security agreement and any agreement or other instrument containing provisions relating to the use, development, installation, maintenance, operation, use, repair of facilities, services, recreational areas, amenities, common areas, party walls, parking, maintenance right of ways, utilities, or the erection of a building, or other improvements in or on the Development and which may now or hereafter be registered on title to the Development, including, without limitation the Purchased Property, including the acceptance of those warning clauses included in Schedule "D" or the Disclosure Statement, which the Purchaser acknowledges having been advised of;

FOR INFORMATION ONLY

(d) Utilities and Services

all agreements, easements, licences and rights which may now or hereafter be required by any Governmental Authority, the Vendor, or any other Person for the installation and maintenance of public and private utilities and other services, including without limitation, telephone lines, hydroelectric lines, gas mains, water mains, sewers and drainage, cable TV, satellite, internet and other services. The Purchaser covenants and agrees:

(i) to consent to the granting of any such easements, licences and rights; and

(ii) to execute all documents and do all other things requisite for this purpose, including without limitation an acknowledgement and direction for the registration of an easement, and undertaking to obtain any postponements that may be required by the Vendor.

(e) Adjoining Lands

all easements, rights of way, notices or restrictive covenants which may be required or granted to or any easement, right of way, licences or agreement for the installation and maintenance of any tieback, underpinning, construction or similar arrangement with any adjoining, adjacent or other land owner, including without limitation, any restrictive covenants affecting the Lands in favour of the owners of the adjoining lands;

(f) By-Laws

any by-laws, regulations, rights, licences, rights-of-way and agreements which may now or hereafter be registered against title to the Development;

(g) Re-Entry

the right of the Vendor, Corporation, Governmental Authority or service provider and its or their servants, agents and employees, to enter, inspect and install services and utilities and to maintain and repair same, and for purposes of completing construction of the Development and complying with its obligations pursuant to any agreement with any Governmental Authorities;

(h) Restrictive Covenants

any restrictive covenants, warning clauses, notices or restrictions affecting the Development, whether registered now or at any time prior to closing and the Purchaser agrees to comply with same and any such restrictive covenants and building restrictions may be contained in the transfer to the Purchaser. These restrictions may specifically relate to the ability of a POTL owner to erect, extend, change or remove any fences or other structures from the portion of the Lands, change the exterior of a POTL, including garage and fence, whether with respect to colour, material, finish, height, width, or otherwise;

(i) Equipment

any conditional sales agreements, notices or other agreements relating to security interests and any rental or leased equipment in or benefiting the Purchased Property or Condominium;

(j) Unbilled or Unpaid Utilities

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

(k) Mortgages

any mortgage or mortgages as provided for in this Agreement or the Condominium Documents;

(l) Other Agreements

any insurance trust agreement, management agreement or any other agreement referred to in the Condominium Documents and any warning clauses, easements or other notices required by any Governmental Authorities;

(m) Development

any easement, by-laws, restrictions, noise attenuation provisions, environmental notices, warning clauses, restrictive covenants, leases, licences, right of way or other agreement relating to the use, development or construction of the Lands or any part thereof, or access to/from any adjoining lands; and

(n) Land Registry Offices' Orders

any Land Registrar's order(s) that has been registered on title to correct the legal description of the Lands (or any portion thereof) or any reference(s) to any prior registered instrument(s), or to alter, correct or affect any other notation on the parcel register; and

(o) Miscellaneous

any other agreements which may be necessary for the operation of the Condominium, the administration of the affairs and carrying out of the duties and obligations of the Corporation,

(all of the foregoing in this Section 7.1 are collectively the "**Permitted Encumbrances**").

The Purchaser acknowledges and agrees that the Vendor shall not be obliged to obtain or register on title to the Development a release of (or an amendment to), discharge of, letters of compliance or delete off title of the Purchased Property or Common Elements any of the Permitted Encumbrances. The Purchaser shall do whatever the Purchaser may deem necessary to be satisfy himself as to the Vendor's compliance with the provisions of any such Permitted Encumbrances.

In the event that the Vendor is not the registered owner of the Purchased Property, the Purchaser agrees to accept a conveyance of title from the registered owner together with the owner's title covenants in lieu of the Vendor.

The Vendor shall be entitled to insert in the Transfer/Deed of Land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants, and agreements referred to herein and in the Condominium Documents. In such case, the Vendor may require the Purchaser to execute a separate written covenant pertaining to such restrictions, easements, covenants, or agreements referred to in this Agreement and in such case the Purchaser agrees to execute such written covenant prior to the Closing Date and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Purchased Property.

After any transfer of title to the Purchased Property by the Vendor to the Purchaser, if it shall be necessary or expedient in the opinion of the Vendor, the Purchaser shall execute all documents, without payment by the Vendor, which may be required to convey or confirm such

FOR INFORMATION ONLY

easements, licenses and rights as hereinafter provided and shall extract a similar covenant in any agreement entered into between the Purchaser and any Assignee.

In the event that any of the foregoing Permitted Encumbrances are not registered prior to the Final Closing Date, then the Purchaser agrees that it shall be required to execute and deliver to the Vendor forthwith upon written request from the Vendor, all acknowledgements, postponements, consents, undertakings or other documents (collectively, the "**Acknowledgements**") as may be required by the Vendor in order to register such Permitted Encumbrance in priority to any other encumbrances registered by the Purchaser. In addition, the Purchaser agrees that it shall obtain and deliver to the Vendor forthwith upon written request from the Vendor, all Acknowledgements as may be required by the Vendor, signed by all registered owners, mortgagees, lessees and any other Person with an interest in the Purchased Property.

Section 7.2 Encumbrances Not Being Assumed

The Purchaser acknowledges that on the Occupancy Date and the Closing Date, the Development and the Purchased Property may remain encumbered by one or more mortgages, charges, debentures, trust deeds, notices (the "**Encumbrances**") which the Purchaser is not to assume. The Purchaser agrees, notwithstanding the registration of such Encumbrances on title as at the Occupancy Date, to take possession of the Purchased Property and to pay all closing proceeds in accordance with the terms of this Agreement and notwithstanding the registration of such Encumbrances on title as at the Closing Date, to close the transaction and to accept only the Vendor's and Vendor's Solicitors' undertaking to register good and valid discharges or releases of or from said Encumbrances within a reasonable time after Closing, as determined by the Vendor. The Vendor's Solicitors may also deliver on Closing the appropriate direction regarding payment of funds with respect to such Encumbrances. The provisions of this section shall not merge on the Closing. In any event, the Vendor shall not be required to discharge the Encumbrances from the Purchased Property until such time as the Purchaser has paid to the Vendor the Purchase Price for the Purchased Property in full. The Purchaser acknowledges and agrees that this Agreement and their equitable interest in the Purchased Property resulting from this Agreement is subordinate to and postponed to all Encumbrances registered against the Purchased Property or the Lands (either registered now or in the future) and all amounts secured by such Encumbrances from time to time.

Section 7.3 Construction Liens and Building Permits

The Purchaser hereby expressly acknowledges and agrees that on Closing, one or more building permit issued by the municipal building department in connection with the construction and completion of the Development may not be closed, but rather may still be open or active in light of the fact that some exterior and/or interior finishing work maybe ongoing or still outstanding with respect to certain POTLs and/or any Common Elements, but so long as there is no outstanding work order or no formal notice of any outstanding violation or deficiency issued by the municipal building department in respect of the Purchased Property then the Purchaser shall be expressly obliged to compete this Transaction as and when scheduled, notwithstanding the existence of one or more open or active building permits, and without requesting any abatement in the Purchase Price or any holdback of any purchase monies whatsoever in connection herewith or as a consequence thereof, and without making or pursuing any claim or demand against the Vendor whatsoever with respect thereto, and the Purchaser shall not be entitled to submit any requisitions (nor request any action by, or relief from, the Vendor or any other party) with respect to same or arising therefrom.

It is agreed between the parties hereto that the Purchased Property shall be deemed to be completed for Closing at such time as the Municipality consents to occupancy. The Purchaser agrees to close the Transaction on the Vendor's undertaking to complete all work which the Vendor agreed to complete pursuant to the terms of this Agreement. The Purchaser hereby further agrees to accept the Vendor's indemnity regarding any construction lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the *Construction Act* of Ontario, and amendments thereto or any successor legislation and the Purchaser will not claim any lien holdback on Closing nor will the Purchaser make any other requisitions or requests for information in connection with the *Construction Act* of Ontario or amendments thereto or any successor legislation.

Section 7.4 Title Search

(a) Provided that the title is good and free from all encumbrances or is an insurable title with any title insurer, except the Permitted Encumbrances set out in Section 7.1 of this Agreement and the Encumbrances set out in Section 7.2 of this Agreement and those otherwise in this Agreement required to be accepted by the Purchaser, the Purchaser is not to call for the production of any title deed, survey, grading certificates, occupancy permits or certificates, abstract or other evidence of title or evidence with respect to fitness for occupancy of the Purchased Property. The Purchaser shall satisfy himself or herself as to compliance with all Permitted Encumbrances. The Purchaser is to be allowed until fifteen (15) days before the Closing Date, to examine the title at his own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the Purchaser shall surrender to the Vendor vacant possession of the Purchased Property and the Deposits shall be returned to the Purchaser without interest or deduction (save for the deduction from the Deposit of any amount payable by the Purchaser for any extras, upgrades, or changes ordered by the Purchaser and for which payment in full has not yet been received by the Vendor), and the Vendor shall not be liable for any fees, costs, charges, expenses, fines, interest, penalty, claims, actions, injuries, liabilities, damages and losses whether indemnified against or not, sustained, suffered, incurred, paid or payable, directly or indirectly by the Purchaser.

(b) Notwithstanding anything herein contained and the provisions of the Act or any successor legislation, or of the *Land Titles Act,* R.S.O. 1990, c. L.5 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 debentures 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 and certified to reflect such registration and notwithstanding any statutory terms to the contrary as contained in the *Land Titles Act* (Ontario), as amended and any successor legislation or the Act or any successor legislation.

(c) Save as to any valid objection so made within the time provided in Section 7.4(a), the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Purchased Property. The Purchaser further acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitor and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.

Article 8 CLOSING DELIVERIES

Section 8.1 Manner of Purchaser's Title

(a) At least 30 days prior to the Occupancy Date, if applicable, or the Closing Date if there is no period of Occupancy, the Purchaser shall deliver to the Vendor an irrevocable direction to the Vendor indicating and confirming the manner in which the Purchaser wishes to take title to the Purchased Property (which direction shall be subject to the consent of the Vendor pursuant to Section 10.5) including the full names, date of birth, social insurance number, and marital status and supported by a copy of their respective birth certificates, if so requested by the Vendor. It is further understood and agreed that if the Purchaser fails to deliver the irrevocable direction 30 days prior to the Occupancy Date, if applicable, or the Closing Date if there is no period of Occupancy, then the Purchaser shall be deemed to have agreed to accept title to the Purchased Property in the name(s) that the Purchaser is identified or described in this Agreement (or in any amending agreement or addendum thereto), and the Purchaser agrees to accept the conveyance in such manner and will be bound thereby and shall be estopped from requiring any changes to the manner in which title is to be taken. Notwithstanding the foregoing, the Vendor in its sole

FOR INFORMATION ONLY

and unfettered discretion may approve the Purchaser's request for changes (subject to Section 10.5) to the manner in which title is to be taken made less than 30 days prior to the Occupancy Date, if applicable, or the Closing Date if there is no period of Occupancy. Any such changes made less than 30 days prior to Occupancy Date, if applicable, or the Closing Date if there is no period of Occupancy, and approved by the Vendor shall be subject to the payment by the Purchaser of Five Hundred Dollars ($500.00) plus Applicable Taxes as an administrative fee to the Vendor for missing the deadline of 30 days prior to Occupancy Date, if applicable, or the Closing Date if there is no period of Occupancy.

(b) The Purchaser agrees to accept a transfer of the Purchased Property from the registered owner of the Purchased Property, as directed by the Vendor, and the Purchaser agrees to provide and execute and deliver on Closing, whatever indemnities, assurances and other documentation that may be required by the Vendor in order to transfer title as aforesaid.

Section 8.2 Tender, Payment of Final Balance and Electronic Registration

(a) The Vendor and the Purchaser waive personal tender and agree that tender of any documents or money may be made upon the solicitor acting for the Vendor or Purchaser. Delivery of documents not intended for registration on title may be delivered to the Vendor's Solicitors and Purchaser's solicitor by fax transmission or electronic mail. Payments shall be tendered by certified cheque or bank draft drawn upon the trust account of the Purchaser's solicitor maintained at any Canadian chartered bank or trust company, to the Vendor's Solicitors. In the event that a bank draft is delivered for all (or any part of) the balance of the purchase monies due on Closing, instead of a certified cheque drawn on the Purchaser's solicitor's trust account, then the Vendor and the Vendor's Solicitors shall not be obliged to accept such bank draft unless and until it is also accompanied by a letter from the Purchaser's solicitor confirming that all funds used to purchase or acquire said bank draft emanated from the Purchaser's solicitor's trust account maintained at or with a Canadian chartered bank or trust company, and not from the bank account of the Purchaser or any third party who is not a solicitor, and that the bank draft was issued by the Purchaser's solicitor's bank (and not the bank of any other person who is not a solicitor). Where any such money is paid by a direct deposit, the Purchaser shall cause the Purchaser's solicitor to deliver a copy of the certified cheque or bank draft, together with a receipt of deposit and a copy of the withdrawal/debit slip for the amount of the bank draft or certified cheque, to the Vendor's Solicitors and the Purchaser hereby indemnifies and saves harmless and shall cause the Purchaser's solicitor to indemnify and save harmless the Vendor and the Vendor's Solicitors with respect to any Costs as a result of those monies not being paid to the Vendor or the Vendor's Solicitors, for any reason whatsoever. Notwithstanding the foregoing, if so directed by the Vendor's Solicitors, the Purchaser shall cause the Purchaser's solicitor to pay the balance of the Purchase Price by the use of a bank wire transfer through the Large Value Transfer System ("**LVTS**"). Furthermore, if directed by the Vendor or the Vendor's Solicitors, the Purchaser shall cause the Purchaser's solicitor to register in and use the Closure Funds Management Service operated by Teranet Enterprises Inc. or any similar service then being operated and in which the Vendor is registered.

(b) In the event that the Purchaser or the Purchaser's solicitor indicates or expresses to the Vendor or the Vendor's Solicitors, on or before the Occupancy Date or the Closing Date, that the Purchaser is unable or unwilling to complete the sale on the Closing Date, the Vendor, at its sole option, will be relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser's solicitor and at the Vendor's sole, absolute and unfettered discretion deem same to constitute an anticipatory breach by the Purchaser and the Vendor may at its sole, absolute and unfettered discretion exercise forthwith any and all of its rights and remedies provided for in this Agreement, in equity or at law.

(c) As an electronic registration system under Part III of the *Land Registration Reform Act*, R.S.O. 1990 C.L. 4, as amended from time to time, (the "**System**") is operative and mandatory in the applicable Land Titles Office in which the Land is registered, the Purchaser agrees to do all things necessary and as may be requested or required by the Vendor or the Vendor's Solicitors 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) the Purchaser and the Purchaser's solicitor will not be entitled to receive the transfer/deed of land unless the balance of the Purchase Price due on Closing in accordance with the Vendor's Statement of Adjustments is received by the Vendor's Solicitors (either by certified cheque via personal delivery, electronic funds transfer or such other manner as the Vendor's Solicitors may authorize or direct) by 5:00 p.m. on the Closing Date; and (iii) the delivery and exchange of documents and money shall not occur contemporaneously with the registration of the transfer/deed of land, but will be governed by the Registration Agreement (as hereinafter defined).

(d) Notwithstanding anything contained to the contrary in this Agreement, as the System (as hereinafter defined) is operative and mandatory for the Development, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's Solicitors have: (i) delivered all closing documents to the Purchaser's solicitor in accordance with the provisions of this Agreement and the Registration Agreement (as hereinafter defined) if applicable, and keys are made available to be picked up by the Purchaser from the Vendor's sales office or such other location as determined by the Vendor in its sole, absolute and unfettered discretion, provided that if the release has been authorized after 5:00 p.m., then the Purchaser shall not be able to pick up same until the next Business Day in which the Vendor's sales office or such other location determined by the Vendor in its sole, absolute and unfettered discretion, is open; (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and (iii) completed all steps required by the System in order to complete this transaction which can be performed or undertaken by the Vendor's Solicitors without the co-operation or participation of the Purchaser's solicitor, all without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and without any requirement to have an independent witness evidence the foregoing. For greater certainty, the Purchaser acknowledges and agrees that any statements, affidavits, filings and payments required to be made by purchasers of real property to the Ministry of Finance, Land Registry Office or any other Governmental Authorities in relation to land transfer tax, or the non-resident speculation tax, or the registration of the Transfer, or any other matter in relation to the transfer of real property, shall be the sole obligation and responsibility of the Purchaser and a valid tender by the Vendor shall be deemed to have been made once the Vendor has completed Section 8.2(d) (i) through (iii) inclusive as aforesaid, even if the Vendor is unable to sign an electronic transfer for completeness and release as a result of missing or incomplete information which are the responsibility of the Purchaser to provide or complete.

(e) As the System is operative, it will therefore be necessary for the Purchaser to, and the Purchaser hereby agrees: (i) to retain a lawyer authorized to use the System and who is in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the Transaction; (ii) to authorize and direct such solicitor 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 which shall be executed by the Purchaser's solicitor and returned to the Vendor's Solicitor at least five (5) days prior to the Closing Date, or such other time and date as may be required by the Vendor's Solicitor; and (iii) that if the Purchaser's solicitor is unwilling or unable to complete this transaction under the System, then the Purchaser's solicitor must attend at the Vendor's Solicitor's office or at another location as designated by the Vendor's Solicitor, to complete the Interim Occupancy closing and/or 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 (or agent's) computer facilities and in each such case to pay to the Vendor's Solicitor an administrative fee of Five Hundred Dollars ($500.00) plus Applicable Taxes as required.

(f) Should the Purchaser's solicitor or the Vendor's Solicitor fail to execute and deliver the Registration Agreement to the other solicitor by the prescribed time set out in Section 8.2(e) then the said solicitor who fails to execute same shall nevertheless be bound by and be obliged to comply with the provisions of the Registration Agreement as described above.

FOR INFORMATION ONLY

(g) If the Purchaser is not ready, willing or able to complete the Interim Occupancy Closing and/or the Final Closing of this Transaction by delivering all required documents and/or certified funds to the Vendor's Solicitors by 4:00 p.m. on the scheduled Interim Occupancy closing Date or Final Closing Date (as the case may be), and the Purchaser or the Purchaser's solicitor correspondingly requests or requires an extension of the Interim Occupancy closing Date or the Final Closing Date (as the case may be) in order to avoid or delay being tendered upon as a consequence of such default, and in the absence of any subsequent written agreement to the contrary executed by the parties hereto or by their respective solicitors, any such extension that is agreed to by or on behalf of the parties hereto shall correspondingly entitle the Vendor to charge interest on a per diem basis for every day of the agreed-upon extension period, at the rate of 18% per annum, calculated annually not in advance, calculated and accruing on the entire outstanding amount of money that is due and owing or otherwise payable on said Interim Occupancy Closing Date or Final Closing Date (as the case may be), and the Purchaser's failure to remit a certified cheque made payable to the Vendor's Solicitors for all such accrued interest, in addition to a certified cheque for the entire balance of the monies otherwise due and owing (or to include such accrued interest amount with the certified cheque for the entire balance of the monies otherwise due and owing) on the agreed-upon extended Interim Occupancy closing Date or extended Final Closing Date shall automatically entitle the Vendor and the Vendor's Solicitors to refuse to complete this Transaction and to refrain from providing occupancy of the Purchased Property to the Purchaser on the Interim Closing of this Transaction and/or to refrain from electronically releasing the deed/transfer of title to the Purchased Property to the Purchaser's solicitor on the Final Closing of this Transaction.

Section 8.3 Post-Dated Cheques or Pre-Authorized Debit

(a) The Purchaser covenants and agrees to deliver to the Vendor if so requested by the Vendor or the Vendor's Solicitors, on the Closing Date as the case may be, a series of 12 post-dated cheques in amounts estimated by the Corporation to be payable by the Purchaser to the Corporation for payments due on account of Common Expenses for the ensuing twelve-month period.

(b) The Purchaser agrees that any uncashed occupancy fee cheques in connection with the Final Closing of this Transaction shall be picked up by the Purchaser at the Vendor's sales office or such other location as may be determined by the Vendor in its sole, absolute and unfettered discretion, and if such cheques are not picked up within one (1) month after the Final Closing of this Transaction, then the Vendor shall be entitled to destroy such cheques without notice to the Purchaser and the Purchaser shall have no claim or cause of action against the Vendor as a result of same.

(c) If requested by the Vendor, the Purchaser shall be required to pay common expenses and/or occupancy fees during the occupancy period by pre-authorized debit. In such event, the Purchaser covenants and agrees to complete and deliver pre-authorized debit form duly executed by the Purchaser, together with a void cheque as and when requested by the Vendor.

Section 8.4 Delivery of Documents

(a) The Purchaser shall execute and deliver to the Vendor, on or before 5:00pm on the Occupancy Date or the Closing Date, as required by the Vendor, all documents as may be required by the Vendor in order to allow occupancy of the Dwelling, and the Closing of this transaction, including, without limitation, the execution of the transfer by the Purchaser, the execution and delivery of a form of purchaser's acknowledgement and undertaking as may be required in the sole, absolute and unfettered discretion of the Vendor; and a statutory declaration and other evidence as may be required by the Vendor confirming that there are no judgments or executions outstanding against the Purchaser, one or more covenants or agreements incorporating the terms of this Agreement or such other terms as the Vendor may require arising out of this Agreement.

(b) The Purchaser shall execute and deliver on or before 5:00pm on the Closing Date to the Vendor's solicitor: (i) one or more covenants or agreements incorporating the terms of this Agreement or such other terms as the Vendor may require arising out of this Agreement, and the Vendor may include in the transfer to the Purchaser any one or more of the terms and conditions herein contained and the Purchaser hereby consents to same; and (ii) such other documents as may be required by the Vendor in order to complete the Transaction contemplated in this Agreement.

(c) The Purchaser agrees to be bound by the terms of the *Electronic Commerce Act*, 2000, S.O. 2000, c. 17, as amended from time to time. The Purchaser further agrees to accept, for closing purposes, photocopies or electronic copies of closing documents which have been signed by the Vendor, the developer or by any mortgagee or other person or entity and which may be addressed to the Vendor or any person or generically to all purchasers and for the purposes of closing, such documents shall be the same as if original executed documents. Signatures may be photostat copies or electronic.

(d) The Purchaser agrees to provide to the Vendor's Solicitors on the Occupancy Date and/or Closing Date a clear and up-to-date Execution Certificate dated the Occupancy Date or the Closing Date as the case may be, confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Purchased Property is being taken and all certificates of insurance as may be required by the Vendor with respect to the Purchased Property.

(e) Notwithstanding anything to the contrary in this Agreement, the Purchaser hereby acknowledges and agrees that the Vendor shall not be obligated to release keys to the Purchased Property to the Purchaser until the Purchaser provides evidence from all Utilities Suppliers, as required by the Vendor and in a form satisfactory to the Vendor in its sole, absolute and unfettered discretion (the "**Utilities Account Evidence**"), that utilities accounts for the Purchased Property have been opened and/or set up with all Utilities Suppliers in the name of the Purchaser and/or tenants (as may be applicable) of the Purchased Property. Failure to deliver Utilities Account Evidence shall constitute a default by the Purchaser under this Agreement. Notwithstanding the failure by the Purchaser to deliver the Utilities Account Evidence on or before the Occupancy Date, the Purchaser shall nonetheless be responsible for the payment of Occupancy Fees. The Vendor shall have the option exercisable in its sole, absolute, and unfettered discretion, to extend the Closing Date until such time as the Utilities Account Evidence is delivered to the Vendor.

Section 8.5 Changes to Documents

In the event that the Purchaser desires to:

(a) vary the name(s) or manner in which the Purchaser has previously requested to take title to the Real Property;

(b) change the Purchaser's solicitor; and/or

(c) change any other information or any documentation reflected in (or comprising part of) the document package that is prepared by the Vendor's Solicitors for the Occupancy or the Closing,

but fails to inform the Vendor's Solicitors regarding any of the foregoing requested changes (the "**Requested Change**") prior to the time that the Final Closing package, as the case may be, has been completed by the Vendor's Solicitors, (even if the package has not yet been forwarded to, or received by, the Purchaser or the Purchaser's solicitor), then if such Requested Change (which shall be subject to the approval of the Vendor in its sole, absolute and unfettered discretion), is approved by the Vendor, the Final Closing package shall be revised as requested by the Purchaser provided that the Purchaser shall reimburse the Vendor, on the Final Closing Date (in the sole, absolute and unfettered discretion of the Vendor), for the Vendor's administrative and processing costs, in the amount of Five Hundred Dollars ($500.00) (plus Applicable Taxes) for each Final Closing package so revised, reproduced or re-sent, and such amount shall be in addition to any other administrative or legal or other fees which may be payable or applicable to such Requested Change pursuant to this Agreement.

FOR INFORMATION ONLY

Section 8.6 HST and HST Rebate

This section deals with the payment of federal goods and services tax and the Province of Ontario's portion of any harmonized sales tax (which harmonized sales tax is called the "**HST**") and the rebate of HST (that is both the federal and provincial rebates) for new houses (collectively the "**HST Rebate**") under the ETA. It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to the HST exigible with respect to this Transaction less the HST rebate applicable as at the date of acceptance of this Agreement by the Vendor.

(a) The Vendor agrees that following Closing, it will pay and remit the HST net of the HST Rebate included in the Purchase Price and paid to it by the Purchaser, in accordance with the provisions of the ETA, subject to the Purchaser being entitled to and qualifying for same, and assigning the HST Rebate, as hereinafter set out. The Purchaser hereby irrevocably assigns and transfers to the Vendor all of the Purchaser's right, title and interest in and to the HST Rebate and any entitlement of the Purchaser to the HST Rebate in respect of the Purchased Property and hereby irrevocably authorizes and directs the CRA to pay the HST Rebate directly to the Vendor. The Purchaser hereby covenants that the Purchaser shall not claim the HST Rebate or any part thereof for the Purchaser's own benefit in relation to the Purchased Property.

(b) The Purchaser agrees to comply with the ETA and with all other laws, regulations, rules and requirements relating to HST and HST Rebate and to do such acts and to execute, complete and deliver to the Vendor before, on, or after Closing, as the Vendor may require, such documents, certificates, declarations, instruments and applications to enable the Vendor to directly obtain payment of the full amount of the HST Rebate and in such form and content as the Vendor may require, including, without limitation, a prescribed new housing rebate application containing prescribed information executed by the Purchaser and a power of attorney and an assignment. The Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser and that such appointment and power of attorney shall be irrevocable and is effective as of the date of execution of this Agreement by the Purchaser.

(c) The Purchaser agrees to provide the Vendor with all information required by the Vendor in connection with the registered and beneficial ownership of the Purchased Property or information with respect to any other person in connection therewith. Such information shall be by way of sworn statutory declaration in form and content required by the Vendor and to be executed and delivered to the Vendor on or before Closing Date, as the Vendor may require.

(d) The Purchaser represents and warrants that the Purchaser with respect to this Transaction qualifies for the HST Rebate and confirms and agrees that the Vendor is relying upon such representation and warranty to the Vendor's detriment. The Purchaser further warrants and represents that the Purchaser is a natural person who is acquiring the Purchased Property with the intention of being the sole beneficial owner thereof on the Closing Date. The Purchaser covenants and agrees that such representations and warranties shall be true and correct at Closing and shall not merge on Closing but shall continue thereafter. The Purchaser shall deliver on or before the Closing Date a signed indemnity to this effect in a form and content satisfactory to the Vendor and the Vendor's Solicitors in their sole, absolute, and unfettered discretion. If any of the foregoing representations and warranties is not true and correct in all respects, then (in addition to the foregoing provisions) the Purchaser hereby indemnifies and saves harmless the Vendor from and against all Costs. It is understood and agreed that in the event that the Purchaser intends to rent out the Purchased Property before or after the Closing Date, the Purchaser shall not be entitled to the HST Rebate, but may nevertheless be entitled to pursue, on his/her own after the Closing Date, the federal and provincial new rental housing rebates directly with the CRA pursuant to the ETA, as may be amended from time to time, and other applicable legislation relating to the provincial new rental housing rebate.

(e) In the event that: (i) the Purchaser is not eligible for the HST Rebate or any part thereof, (whether determined before, or on Closing and notwithstanding that the price of the Purchased Property would qualify for a rebate) pursuant to the provisions of the ETA; (ii) the Purchaser discloses his ineligibility to the Vendor on or before the Closing Date, (iii) the Purchaser fails to provide evidence satisfactory to the Vendor in its sole, absolute and unfettered discretion confirming the Purchaser's entitlement to the HST Rebate forthwith after demand from the Vendor, and in any event prior to the Closing, (iv) the Purchaser assigns his interest in and to the Purchased Property and/or this Agreement to any other Person; or (v) the Vendor has reason to believe or determines in its sole, absolute and unfettered discretion that the Purchaser may not qualify for or may be ineligible for the HST Rebate for any reason, then the Vendor shall either (1) be credited on the Statement of Adjustments, on Closing, as determined by the Vendor, with an amount equal to the HST Rebate had the Purchaser qualified for same, or (2) upon written demand by the Vendor, the Purchaser shall forthwith pay the amount of the HST Rebate to the Vendor. The Purchaser shall be relieved of his covenant under Section 8.6(a)-(d) inclusive upon receipt of the HST Rebate by the Vendor from the Purchaser. In those circumstances where the Purchaser maintains that he/she is eligible for the HST Rebate, despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the HST Rebate to the Vendor as aforesaid) be fully entitled to pursue the procurement of the HST Rebate directly from the CRA. In the event that it is determined after the Closing that the Purchaser is not eligible for the HST Rebate or any part thereof, then the Purchaser shall forthwith upon demand pay an amount equivalent to the HST Rebate to the Vendor (or to whomever the Vendor may in writing direct) by certified cheque or bank draft. The Purchaser hereby agrees that the amount of the HST Rebate to be paid by the Purchaser to the Vendor in accordance herewith shall be a charge against the Purchased Property in favour of the Vendor, and secured by a lien (including a vendor's lien), charge or caution as the Vendor deems appropriate on and against the Purchased Property for the full amount of the HST Rebate and any Costs incurred by the Vendor relating thereto.

(f) Notwithstanding any other provision herein contained or contained in the 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 the Agreement or any extras, change orders or upgrades purchased, ordered or chosen by the Purchaser from the Vendor, nor any HST exigible with respect to any chattels provided by the Vendor in the Purchased Property, which are not specifically set forth in this Agreement and the Purchaser covenants and agrees to pay such HST to the Vendor at such time as is directed by the Vendor.

(g) Any amounts owing to the Vendor by the Purchaser pursuant to this Agreement including, without limitation, any HST or HST Rebate and not paid when due, shall be payable on written demand by the Vendor and shall bear interest from the date such amount is due at the rate of 18% per annum calculated and compounded daily not in advance, until paid, with interest on overdue interest payable on demand and at the same rate and such amount due together with interest at the aforesaid rate shall be a charge on the Purchased Property.

(h) All terms, provisions and conditions contained in the Agreement, save and except for those which conflict with, or are inconsistent with the foregoing terms of this Section 8.6, shall remain the same, and shall continue to be binding upon each of the Vendor and the Purchaser and their respective heirs, estate trustees, successors and permitted assigns

Article 9 CONDITIONS

Section 9.1 Vendor's Condition

This Agreement and the Transaction arising from this Agreement are conditional upon the Vendor obtaining prior to the Closing Date:

(a) compliance with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, as amended, which compliance shall be obtained by the Vendor at its sole cost and expense; and

(b) a building permit for the construction of the Purchased Property.

FOR INFORMATION ONLY

In the event the aforesaid conditions are not satisfied prior to the Closing Date, then the Vendor shall be permitted, in its sole discretion, to extend the Closing Date for one or more periods of time not to exceed twenty-four (24) months in total in order to obtain a building permit and site plan approval and the date for Closing shall be extended accordingly, and the Purchaser hereby consents to same and the Purchaser shall have no rights or remedies against the Vendor, at law, in equity or by the terms of this Agreement. If a building permit, or site plan approval is not obtained by the Vendor, through no willful neglect of the Vendor, by closing or as may otherwise be provided for in this Agreement, or within such extension or extensions of time as hereinbefore provided, the Vendor may terminate this Agreement and the Deposit shall be returned to the Purchaser without interest unless the Vendor was unable to obtain the building permit or site plan approval arising out of the Purchaser's actions or omissions, in which case the Deposits shall be forfeited to the Vendor. The Purchaser, by executing this Agreement, hereby consents to the aforesaid termination. Upon such termination, this Agreement shall thereafter be at an end and the Vendor shall not be liable to the Purchaser for any damages whatsoever and the Purchaser shall have no rights or remedies against the Vendor either at law, in equity or otherwise.

Section 9.2 Early Termination Conditions

The Purchaser acknowledges and agrees that the Vendor's obligation to complete the Transaction contemplated by this Agreement may be conditional on the early termination conditions (if any) set out in the Tarion Addendum.

Should the Vendor notify the Purchaser that any of these conditions has not been satisfied, and terminates the Transaction, the Vendor shall give notice in writing to the Purchaser on or before the time and date specified in the Appendix to the Tarion Addendum. In this event, the Deposits shall be returned to the Purchaser without deduction or interest and the parties shall have no further obligations with respect to this Agreement. In the event that the Vendor does not give notice in writing to the Purchaser prior to the term and date specified in the Appendix to the Tarion Addendum, the Vendor shall be deemed to have waived the condition(s) on the expiry of same. The Purchaser acknowledges that these conditions are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor in its sole, absolute, and unfettered discretion at any time.

Section 9.3 Other Conditions

The Purchaser is cautioned that there may be other conditions in this Agreement that allow the Vendor to terminate this Agreement due to the fault of the Purchaser.

Article 10 PURCHASER'S ACKNOWLEDGEMENTS AND COVENANTS

Section 10.1 Obligation to Retain a Lawyer

The Purchaser shall be obliged to retain a lawyer authorized to use the System and who is in good standing with the Law Society of Ontario to represent the Purchaser in connection with the Closing and the completion of the Transaction. The Purchaser shall provide written notice to the Vendor or the Vendor's Solicitors of the name and contact information of the lawyer retained by the Purchaser, as soon as possible after the signing of this Agreement by the Purchaser and shall deliver or confirm such information to the Vendor's Solicitor at least 60 days prior to the Occupancy Date. Should the Purchaser fail to provide such information when required, or should the information provided be incorrect, or should the Purchaser change lawyers within 60 days prior to the Occupancy Date, then the Purchaser shall be obliged to pay as an adjustment on the Statement of Adjustments at Closing, an administrative fee of Five Hundred Dollars ($500.00) plus Applicable Taxes.

Section 10.2 No Registration

The Purchaser covenants and agrees with the Vendor that the Purchaser will at no time register or permit to be registered on title to the Development, any part thereof or the Purchased Property, this Agreement or a notice or assignment or transfer thereof or a caution, purchaser's lien, or certificate of pending litigation or any encumbrance or cloud whatsoever, and that any such registration shall permit the Vendor, at its sole, absolute and unfettered discretion to terminate this Agreement or to exercise any of its remedies as set forth in this Agreement. The Purchaser agrees that this Agreement shall be deemed not to have created in the Purchaser any interest whatsoever whether equitable, legal or otherwise in the Development or any part thereof. If any such registration occurs, the Vendor may take full forfeiture of the Purchaser's Deposits and Payments for Extras as liquidated damages and not as a penalty without prejudice to (and in addition to) any other rights and/or remedies that the Vendor may have at law or in equity. If such registration is not removed within three (3) days of the delivery of written notice to the Purchaser or the Purchaser's solicitor, then the Purchaser, by the execution of this Agreement, hereby expressly appoints the Vendor as its lawful attorney to execute any transfers, releases, applications, acknowledgements and directions, or other instrument or document whatsoever to have the said registration removed, released or deleted from title to the Development or any part thereof or the Purchased Property. This clause shall apply notwithstanding any default of the Vendor and shall not merge or be extinguished as a result of the termination of this Agreement, whether by operation of law or otherwise, but shall survive same.

Section 10.3 Restricted Right of Entry by Purchaser

(a) The Purchaser agrees that prior to the Occupancy Date the Purchaser (which for the purposes of this Section includes any member of the Purchaser's Immediate Family or other relatives or friends and any of his or their representatives, consultants, agents, trades, workmen or employees) will not in any circumstances enter onto or into the Development and/or the Purchased Property without the express prior written consent of the Vendor, which may be arbitrarily withheld, and being accompanied by a representative of the Vendor and that any other entry by the Purchaser shall be deemed to be a trespass and a default pursuant to this Agreement for which the Vendor shall have its rights and remedies as set out in this Agreement and at law and in equity.

(b) In addition, the Purchaser agrees that the Purchaser will not under any circumstances, either personally or by any trade, agent, workman, employee or other representative perform, have performed or cause to be performed any work of any nature or kind whatsoever on or in the Purchased Property prior to the Closing Date without the prior written approval or consent of the Vendor which approval or consent may be arbitrarily withheld and in the event of a breach of this covenant, the Vendor shall be entitled to take whatever steps are necessary to remove, correct or remedy any such work and all Costs.

(c) Notwithstanding anything herein before provided to the contrary, it is expressly understood and agreed by the Purchaser that with respect to any extras or upgrades to the Purchased Property that are not intended to be supplied and/or constructed directly by (or under the supervision or control of) the Vendor, the Purchaser shall not arrange for any work, services and/or materials to be undertaken, installed, provided and/or delivered to the Purchased Property in connection therewith, prior to the later of: (i) the Closing Date; and (ii) the Purchaser's payment of all Deposits provided for or contemplated on page 1 of this Agreement, without the prior written consent of the Vendor (which consent may be unilaterally and arbitrarily withheld).

(d) Moreover, prior to the final Closing of the Transaction, the Purchaser shall not make or undertake any work or improvement to the Purchased Property, whether in the nature of an addition, alteration, improvement or otherwise, without the prior written consent or approval of the Vendor (which consent or approval may be unilaterally and arbitrarily withheld), and where any such work or improvement has been so approved, then the Purchaser shall be obliged to promptly pay all outstanding accounts and invoices issued by any of the Purchaser's tradesmen, contractors or material suppliers who may be lawfully entitled to register a construction lien against the Purchased Property and/or the Lands (or any portion thereof) in connection with any such work or improvement. In the event that any such lien is registered on title, then the Purchaser shall be obliged to forthwith discharge and remove same at the Purchaser's sole cost and expense, failing which the Purchaser shall be in breach of this Agreement, and in the event that any such lien remains undischarged and continues to be registered on title later than three (3) days after written notice thereof has been delivered to the Purchaser or the Purchaser's solicitor by the Vendor or the Vendor's Solicitors, then without prejudice to and in addition to any

FOR INFORMATION ONLY

other rights and/or remedies that the Vendor may have at law or in equity as a consequence of such default or breach by the Purchaser, the Vendor shall have the right but not the obligation to discharge or vacate the said lien by paying the amount claimed to be due or such other amount, as may be required directly into court, or alternatively by posting security for said lien with the court, in order to obtain a court order vacating such lien, and the amount so paid or posted by the Vendor shall then be payable by the Purchaser to the Vendor forthwith on demand. All Costs incurred by the Vendor or any mortgagee of the Lands, including without limitation any lender providing construction financing in connection with the Development, as a result of the registration of any such lien shall be payable by the Purchaser to the Vendor forthwith on demand, or at the Vendor's option, same may be charged to the Purchaser in the Statement of Adjustments prepared by the Vendor in connection with the Final Closing of this Transaction.

Section 10.4 Right of Re-Entry by Vendor

The Purchaser acknowledges and agrees that notwithstanding the occupancy of the Purchased Property by the Purchaser and the closing of this Transaction and the delivery of title to the Purchased Property to the Purchaser, the Vendor, its successors and assigns, or any person authorized by it, including without limitation the Vendor's predecessors in title, their successors, servants, agents or assigns (collectively the "**Permitted Entrants**") shall be entitled at all reasonable times, on reasonable notice (except in the case of an emergency or perceived emergency, in which event the Permitted Entrants shall have immediate entry into the Purchased Property) to enter the Purchased Property:

(a) for the purpose of completing, maintaining or repairing any sodding or other landscaping work to be done on the Purchased Property, including the planting of trees, if applicable, to be completed on the Purchased Property;

(b) make inspections or to do any work or repairs therein or thereon which may be deemed necessary by the Vendor in connection with the completion, rectification, repair or servicing of any installation in/on the Purchased Property, any other POTL, or the Common Elements Condominium; or

(c) for the purpose of effecting compliance in any manner with any subdivision, site plan, development, servicing or utility agreement or other agreement affecting the Lands, and such right shall be in addition to any rights and easements created under the Act.

Notwithstanding the foregoing, in the event the Purchaser has not allowed access to the Permitted Entrants within two (2) days of written request, the Permitted Entrants may access the Purchased Property without any further notice and without liability on its part. The Purchaser acknowledges that, at the Vendor's sole, absolute, and unfettered discretion, a right of entry in favour of the Permitted Entrants for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Closing Date. The right of re-entry contained in this Agreement are in addition to any other rights of re-entry contained in any instruments registered on title to the Purchased Property. The Purchaser acknowledges and agrees that this covenant shall not merge on Closing and may be pleaded as a complete defence to any opposition or objection raised by the Purchaser.

Section 10.5 No Assignment, Advertising or Lease

(a) The Purchaser shall not, prior to the Closing Date, directly or indirectly: lease; rent; offer to lease or rent; offer for occupation; list for sale; advertise for sale, occupation, rent or lease; assign; convey; sell; transfer; or otherwise dispose or part with possession of the Purchased Property or any interest the Purchaser may have in the Purchased Property or any part thereof, or any rights or interests the Purchaser may have under this Agreement; or agree to any of the foregoing, without the prior written consent of the Vendor, which consent may be unreasonably and arbitrarily withheld. For the purposes of this section, if the Purchaser is a corporation, then a change of control in the Purchaser shall be deemed to be a Prohibited Assignment. If the Purchaser breaches any of the covenants in this Section 10.5(a) or (b), the Purchaser acknowledges and agrees that in the event that the Vendor elects in its sole, absolute and unfettered discretion not to terminate this Agreement, then the Vendor shall have the right to charge and the Purchaser agrees to pay an administrative fee and the Vendor's Solicitor's legal fees for each violation of this provision as an adjustment item on the Statement of Adjustments on Closing.

(b) Without limiting the Vendor's sole, absolute, and unfettered discretion expressed in Section 10.5(a) above, the Vendor may consent (but shall have no obligation to consent) to an assignment by the Purchaser to a third party (the "**Assignee**") of the Purchaser's right, title and interest in this Agreement provided that the following conditions are satisfied:

(i) the Purchaser or the Assignee shall pay to the Vendor an additional deposit in an the amount required to bring the Deposits received by the Vendor for the Purchased Property to an amount equal to twenty percent (20%) of the Purchase Price if at the time that the Vendor's consent is requested for an assignment, the Deposits paid to the Vendor are less than 20% of the Purchase Price;

(ii) the Purchaser or Assignee shall pay the Vendor's administration and processing fees in an amount determined by the Vendor in its sole and absolute discretion, plus Applicable Taxes;

(iii) the Purchaser or Assignee shall pay the Vendor's Solicitors' fees and disbursements plus Applicable Taxes incurred by the Vendor with respect to such assignment;

(iv) the Purchaser and the Assignee shall sign a release and waiver, agreeing to forgo and waive the benefit of any incentives or other offers by the Vendor to the Purchaser at the time of purchase of the Purchased Property by the Purchaser;

(v) the Purchaser, Assignee and Vendor shall enter into an assignment and consent agreement to be prepared by the Vendor's Solicitors and in such form and content as is acceptable to the Vendor;

(vi) the Assignee shall assume all of the obligations of the Purchaser pursuant to this Agreement;

(vii) the Purchaser shall release the Vendor, the deposit surety, Tarion Warranty Corporation against any claims relating to or arising out of this Agreement, including without limitation the Deposits;

(viii) in the event that the Ministry of Finance, Land Registry Office or any other governmental authority requires any information, affidavits, filings or payments to be made by assignors of agreements of purchase and sale for real property in order to complete the purchase and sale transaction, or for any other purpose which the Vendor may require, then the Purchaser hereby agrees to and acknowledges that it shall be the Purchaser's sole responsibility to provide such information, and complete such affidavits, filings or payments forthwith, and a failure to do so prior to the Closing Date or prior to such other time as may be limited therefor shall constitute a default by the Purchaser and the Assignee under this Agreement;

(ix) notwithstanding such assignment, the Purchaser shall remain fully liable pursuant to this Agreement and shall not be relieved in any way of his obligations pursuant to this Agreement; and

(x) such other terms and conditions as may be imposed by the Vendor in its sole, absolute, and unfettered discretion.

The Purchaser acknowledges and agrees that if it breaches any of the covenants contained in this Section 10.5(a) or (b), the Vendor shall have the unilateral right and option of terminating this Agreement effective upon delivery of notice to the Purchaser or the Purchaser's solicitor whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default shall apply.

Section 10.6 Agreement Personal

Upon the understanding that this covenant will not merge on the Closing of the Transaction herein, the Purchaser covenants with the Vendor that the Purchaser intends to own the Purchased Property herein referred to and acknowledges this Agreement is personal and non-assignable and further covenants to occupy the Purchased Property as his primary place of residence immediately upon the Occupancy Date, and if the

FOR INFORMATION ONLY

Purchaser's failure to occupy the Purchased Property within the aforesaid time period results in the failure by the Vendor to obtain the full HST Rebate, the Purchaser shall forthwith, upon demand, pay to the Vendor the amount of the HST Rebate not obtained as set out in Section 8.6. In the event for whatever reason the Purchaser is a corporation or where the Purchaser is buying in trust for another person or corporation (including, without limitation, a corporation to be incorporated) and same is expressly accepted by the Vendor then it is understood and agreed that: (i) the person signing on behalf of the corporation is jointly and severally liable with the corporation to perform all of the obligations of the Purchaser pursuant to this Agreement; (ii) any officer or director of the said corporation shall be permitted to use and occupy the Purchased Property for residential purposes only, provided that on or before the Occupancy Date, the Purchaser delivers to the Vendor's Solicitors a certificate of incumbency executed by an officer of the Purchaser certifying the identity of all officers and directors of the Purchaser, accompanied by a statutory declaration sworn by the said officer or director who intends to personally reside in the Purchased Property.

Section 10.7 Multiple Purchasers

If the Purchaser comprises more than one individual, then all individuals comprising the Purchaser shall be deemed and construed to have acquired the Purchased Property as joint tenants with rights of survivorship. Should any of the individuals comprising the Purchaser die before the Closing Date, then the Vendor is hereby authorized and directed to engross the deed/transfer of title in the name of the surviving individual(s) comprising the Purchaser without requiring probate of the deceased individual's last will and testament. The Vendor shall not be liable to any party in any way relating to the engrossing of the deed/transfer of title in the name of the surviving individual(s) comprising the Purchaser and the surviving Purchaser hereby indemnifies the Vendor against any Costs in relation to the foregoing.

Section 10.8 Condominium Documents

The Purchaser acknowledges that it has received the Condominium Documents, including but not limited to the Disclosure Statement, proposed Declaration, Description, Budget, proposed By-Laws, and Rules, delivered by the Vendor in accordance with the provisions of the Act and the regulations passed thereunder. The Purchaser's rights, obligations and ownership of the Purchased Property shall be governed by the terms, conditions, provisos, rights, and responsibilities contemplated by and contained in the Condominium Documents.

The Purchaser is advised and agrees that the Condominium Documents are in draft form only as they have not been registered as of the date of execution of this Agreement. Prior to or after the registration of the Condominium Plan, proposed Declaration and Description, the Vendor reserves the right to make such changes in the Condominium Documents as it in its sole, absolute and unfettered discretion deems advisable or as required by any Governmental Authority to enable the Vendor to register the Condominium Plan, and the Declaration and Description. The registered Condominium Documents and final budget statement for the one-year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement. The Purchaser further agrees to accept title to the Purchased Property subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

Section 10.9 Warning Clauses

The Purchaser acknowledges having reviewed and understood, and agrees to the terms and conditions and additional covenants and acknowledgements contained in Schedule "D", being the Warning Clauses and agrees to sign any acknowledgements required by the Vendor or the Vendor's solicitors with respect to any new warning clauses which are required to be provided by the Vendor to the Purchaser by any Governmental Authorities after the date of this Agreement.

Section 10.10 No Objection

The Purchaser acknowledges that the Vendor is or may in the future be processing and/or completing one or more minor variance applications, severances, site plan applications or approvals, development applications, and/or subdivision applications with respect to the Development and/or the lands adjacent thereto or in the neighbouring vicinity thereof, in order to permit the development and construction of the Development thereon.

The Purchaser acknowledges that the Vendor and/or the Vendor's Related Parties and/or their successors and assigns, in its or their sole, absolute and unfettered discretion may be currently or in the future develop and construct other buildings or structures on the lands adjoining, neighbouring and/or in the same vicinity as the Lands. The Purchaser agrees not to object to such development and/or construction nor deem such development and/or construction as an inconvenience or nuisance, nor make a claim for damages or injuries or otherwise.

The Purchaser will not oppose any application for: (i) registration of a plan of condominium, site plan, or any severance or minor variance application by the Vendor and/or the Vendor's Related Parties and/or their successors, with respect to any part or parts of the Development; or (ii) any rezonings or committee of adjustment applications (severance or minor variance), whether with respect to the Lands or other lands owned by the Vendor and/or its successors and assigns and/or corporations or other entities associated, affiliated, related, not dealing at arms-length with or Controlled by the Vendor. The Purchaser acknowledges and agrees that this covenant shall not merge on Closing and may be pleaded as a complete defence and an estoppel to any opposition or objection raised by the Purchaser or in aid of an injunction restraining such opposition.

Section 10.11 Square Footage and Ceiling Height

The Purchaser acknowledges and agrees that the dimensions and the square footage of the Dwelling and Real Property shown on any Marketing Materials are approximate only. The Purchaser acknowledges and agrees that the floor area or square footage of the Purchased Property is determined by the Vendor's surveyor or architect.

It is acknowledged and agreed by the Purchaser that the dimensions, floor area or square footage of the Purchased Property, as represented or illustrated to the Purchaser in any promotional or Marketing Materials is approximate, and may differ from the actual size and defined boundaries of the Purchased Property, and the Purchaser consents to same.

Notwithstanding any stated ceiling height (whether in any Schedule to this Agreement or in any Marketing Materials), where ceiling bulk heads are installed within the Purchased Property and/or where drop ceilings are required, then the ceiling height of the Purchased Property will necessarily be less than that stated in any Schedule to this Agreement, or Marketing Material and the Purchaser shall be obliged to accept the same without any reduction, abatement or other credit against the Purchaser Price or claim for compensation whatsoever.

The Purchaser is further advised that the actual usable and livable floor space may vary from any stated floor area. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Purchased Property, are approximate only and that the Purchase Price shall not be subject to any adjustment or claim or compensation whatsoever, whether based upon the ultimate square footage of the Purchased Property, or the actual usable or living space within the confines of the Purchased Property or the net floor area of the Purchased Property, regardless of the extent of any variance or discrepancy in or with respect to the area of the Purchased Property, or any dimensions thereof.

Section 10.12 Municipal Numbering of Purchased Property

The Purchaser acknowledges and agrees that the legal description, lot numbering and municipal address of which identifies the Purchased Property on page 1 of this Agreement may be changed by the Vendor, in its sole and absolute discretion.

FOR INFORMATION ONLY

Section 10.13 Sales Office

The Purchaser agrees that it shall not interfere with the completion of any construction or installation in, on or under the Lands by the Vendor. Until the Development and any other of the Vendor's proposed buildings, development, structures, erections, condominiums or construction in the vicinity are completed and all Potls in the Condominiums have been sold and conveyed, the Vendor may (without any cost or expense whatsoever) make such use of the Development or any part thereof as may facilitate such completion and sale, including but not limited to the maintenance and use of any sales, rental, construction or administration offices, model units, common elements, Purchased Property, and the ability by the Vendor to display signs, and advertise and show any of the said unsold Potls for sale.

Section 10.14 Vendor as Attorney

The Purchaser hereby irrevocably authorizes the Vendor to execute the following documentation on their behalf:

(a) a certificate of completion and possession in the event that the Purchaser fails to inspect the Purchased Property pursuant to Section 11.4;

(b) application for the HST Rebate pursuant to Section 8.6;

(c) a release of the Vendor following termination of this Agreement; and

(d) any documentation required to remove any notice registered by the Purchaser against the Lands, the Development, the Purchased Property or any portion thereof relating to this Agreement as contemplated in Section 10.2.

In this regard, the Purchaser hereby irrevocably appoints the Vendor to be their lawful attorney for the purpose of executing the documentation referenced above. The Purchaser hereby declares that the foregoing power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.

Section 10.15 Power of Attorney

If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party other than the Vendor appointed as the attorney for the Purchaser, then:

(a) the power of attorney shall be made, and duly executed and witnessed in accordance with the provision of the *Substitute Decisions Act*, S.O. 1992, as amended, or in accordance with the *Powers of Attorney Act*, R.S.O. 1990; and

(b) the power of attorney appointing such person must be registered in the Land Registry Office, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney for the Purchaser confirming that such power of attorney has not been revoked) shall be delivered to the Vendor along with such documents,

or if the power of attorney is not registered in the Land Registry Office, then

(c) each of the Purchaser's solicitor and the Purchaser shall confirm in a statutory declaration that to the best of each of their knowledge, information and belief, and having made due inquiries of the donor, and relying on the donor's responses for the purposes of making the statutory declaration, or if the donor has not responded, then having made due inquiries of the donee and relying on the donee's responses for the purposes of making the statutory declaration, that the power of attorney was properly executed and witnessed; the power of attorney was lawfully given and is still in full force and effect and has not been revoked; and the attorney is the lawful party named in the power of attorney, and is acting within the scope of the authority granted to him or her under the power of attorney.

The Purchaser and/or his attorney shall execute such other documents and cause the Purchaser's and/or his attorney's solicitor to execute such other documents as the Vendor or the Vendor's Solicitors may in their sole, absolute and unfettered discretion require and the Vendor shall be entitled to refuse to deal with any such attorney in the event that the Purchaser, his attorney or their respective solicitors do not provide such documents. In addition, any additional requirements of TERS, the Law Society of Ontario or of any Governmental Authorities, in respect of powers of attorney, shall be complied with by the Purchaser, the Purchaser's solicitor, the attorney and the attorney's solicitors.

The power of attorney shall also contain, *inter alia*, the contact information including, name, address, phone number of such attorney to in accordance with the Tarion Addendum. Thereafter, any notices required or desired to be delivered to the Purchaser pursuant to this Agreement may be given to such attorney in lieu of the Purchaser and shall be deemed to have been received by the Purchaser when so delivered to his attorney.

Section 10.16 Reserve Study, Financial Audit

(a) The Purchaser acknowledges that after becoming the registered owner of the Purchased Property (and if such matter is put to a vote of the Owners of Common Elements), then the Purchaser shall vote in favour of appointing the company selected by the Vendor to perform the reserve study and financial audit.

(b) The Purchaser acknowledges that the Vendor has arranged or will arrange for the technical/performance audit, reserve study and financial audit (if same are required by the Act) to be completed by such firms selected by the Vendor at a price not to exceed the amount specified in the Budget accompanying the Disclosure Statement. The Purchaser acknowledges that the Condominium shall not be restricted to retaining such firms selected by the Vendor; however, in the event that the Condominium retains an alternative firm to complete the technical/performance audit, reserve study and/or financial audit at a cost in excess of the amount specified in the budget, the Purchaser acknowledges that the Vendor shall not be responsible for any costs to the Condominium in excess of the amount designated in the Budget for the purpose of calculating the Vendor's obligations to the Condominium, if any, pursuant to Section 75(2) of the Act.

Section 10.17 Representations Regarding Expenses

The Purchaser acknowledges and agrees that with the exception of the Budget attached to the Disclosure Statement accompanying this Agreement, no representation or warranty has been made to the Purchaser by the Vendor, any of its agents, employees, representatives, or any one for whom in law it may be responsible, with respect to municipal taxes, utility costs or other expenses relating to the ownership or operation of the Purchased Property. The Purchaser acknowledges that they shall be responsible for making their own inquiries to the appropriate municipal authorities or utilities in this regard.

Section 10.18 Purchaser's Agents

The Purchaser acknowledges and agrees that the Purchaser's Agent represents the Purchaser and does not represent the Vendor. The Purchaser's Agent is not authorized by the Vendor to make any representations or promises regarding the Development, or the sale of the Purchased Property to the Purchaser. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for any misrepresentations made by the Purchaser's Agent to the Purchaser.

Section 10.19 Disclosure

The Purchaser acknowledges and agrees that all changes including but not limited to this Agreement, the Condominium, Condominium Documents, Purchased Property, Budget that have been disclosed as a possibility in this Agreement and/or the Condominium Documents shall be deemed not to be a material change for the purposes of Section 74 of the Act.

FOR INFORMATION ONLY

Article 11 PURCHASER SELECTION, INSPECTION & OCCUPANCY

Section 11.1 Model Suite

The Purchaser acknowledges that any model suites displayed or to be displayed in the Vendor's sales office may include or contain items of finishing, furniture, landscaping, and/or equipment and/or be constructed with the use of construction methods and materials which are not, pursuant to the terms of this Agreement, to be contained in the Purchased Property or included in the Purchase Price or available for separate purchase by the Purchaser as upgrades or extras.

Section 11.2 Selection by Purchaser

(a) Within seven (7) days of notification by the Vendor to the Purchaser, the Purchaser shall complete the Vendor's colour and material selection form for those items of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement. Any selection of features and finishes made by the Purchaser in accordance with this Agreement shall be subject to the availability thereof at the time of selection and at the time that the Vendor is prepared to install same.

(b) If any selected feature or finish is not available either at the time of selection by the Purchaser or the time of installation by the Vendor, the Purchaser shall reselect within seven (7) days of notification by the Vendor, those items of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement from the Vendor's remaining samples.

(c) Notwithstanding anything contained to the contrary in this Agreement or in any Applicable Law, where the Purchaser has made no selection or reselection within the time period set out in this section, or if the Purchaser's colour, material, construction or finishing selections are unavailable for any reason whatsoever, the Vendor may substitute, in its sole and unfettered discretion, without notice to the Purchaser, materials or finishings of equal or better quality and whether the same or different colour or finish.

(d) The unavailability of any item of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement shall not render this Agreement null and void or allow the Purchaser to terminate this Agreement or entitle the Purchaser to an abatement or holdback in Purchase Price. Unless allowed by the Vendor, in writing, the Purchaser shall have no selection whatsoever insofar as exterior colours, designs and materials are concerned. The Purchaser further acknowledges that selections of exterior colours, designs and materials may be subject to architectural approval from the subdivider or the Municipality, over which the Vendor has no control. All selections of items of construction or finishing for which the Purchaser is entitled to make selection pursuant to this Agreement are to be made from the Vendor's samples and are subject to availability.

(e) The Purchaser agrees that in the event of any conflict between the provisions of this Agreement and the provisions of the ONHWPA (including any regulations thereunder) in respect of substitution of items of construction or finishing, except where specifically prohibited by law, the provisions of this Agreement shall prevail and the provisions of the ONHWPA, including without limitation, the right to claim compensation for damages shall not apply.

Section 11.3 Extras

The Purchaser covenants and agrees to pay to the Vendor for all extras, upgrades or changes specifically ordered by the Purchaser from the Vendor in advance at the time of ordering unless the Vendor otherwise agrees in writing. Notwithstanding anything contained to the contrary in this Agreement, in the event that this Transaction does not close for any reason whatsoever, the Vendor shall retain any sums so paid for extras, upgrades or changes and shall not be obligated to return same to the Purchaser. The Vendor shall furthermore be allowed to deduct from any Deposits paid to the Vendor any amounts remaining unpaid for extras, upgrades or changes. Where any extras, upgrades or changes so ordered are not available to the Vendor for any reason whatsoever, or cannot be installed, in the sole and unfettered discretion of the Vendor, on a timely basis, then the Vendor shall refund to the Purchaser all monies paid for such extras and the Purchaser shall have no recourse, action or claim against the Vendor. If any extra, upgrade or change is omitted, then the Purchaser shall be credited with the amount which the Purchaser was charged for any such extra, upgrade or change on the Closing Date and this credit shall be the limit of the Vendor's liability.

Section 11.4 Tarion Warranty Corporation ("Tarion")

(a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative on the date and at the time designated by the Vendor, prior to the Occupancy Date, to conduct a a pre-delivery inspection of the Purchased Property (the "**PDI**"). The Purchaser agrees that the PDI shall only be conducted at the scheduled time and with a representative of the Vendor. The Purchaser shall list all items remaining incomplete at the time of the PDI together with all mutually agreed deficiencies with respect to the Purchased Property, on the Tarion Certificate of Completion and Possession (the "**CCP**") and in the form(s) prescribed from time to time by and required to be completed pursuant to the provisions of the ONHWPA (the "**PDI Form**"). Except as to those items specifically listed in the CCP, the Purchaser shall be deemed to have acknowledged that the Purchased Property has been completed in accordance with this Agreement and the Purchaser shall be deemed conclusively to have accepted the Purchased Property. The Vendor will conduct itself in accordance with Tarion Bulletin 42 in setting up a time for and conducting and completing the PDI. The CCP and PDI Form shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the time the PDI is completed and shall constitute the Vendor's only agreement or warranty, express or implied, in respect of any aspect of construction of the Purchased Property and shall also be the full extent of the Vendor's liability for: (i) defects in materials or workmanship; and (ii) damage, loss or injury of any kind suffered or incurred by the Purchaser. All items listed in the CCP shall be complied with or rectified after completion of this Transaction, subject to the Vendor's scheduling and availability of supplies and/or workmen, but otherwise subject to Tarion Bulletin 42. The Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Purchased Property, in its sole, absolute, and unfettered discretion, the Vendor shall not be deemed to have waived the provision of this section or otherwise enlarged its obligations hereunder.

(b) The Purchaser acknowledges that the Homeowner Information Package as defined in Tarion Bulletin 42 (the "**HIP**") is available from Tarion and that the Vendor further agrees to provide the HIP to the Purchaser or the Purchaser's designate, at or before the PDI. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor a confirmation of receipt of the HIP forthwith upon receipt of the HIP. In the event the Purchaser and/or the Purchaser's designate fails to execute the confirmation of receipt of the HIP forthwith upon receipt of the HIP, the Vendor may declare the Purchaser to be in default under this Agreement

(c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the Purchaser's designate to the same degree and with the same force and effect as if executed by the Purchaser personally. The Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser and that such appointment and power of attorney shall be irrevocable and is effective as of the date of execution of this Agreement by the Purchaser. If the Purchaser is more than one individual, the execution of any of the documents hereinbefore mentioned by any one of the individuals comprising the Purchaser shall be deemed to be binding upon the remaining individuals comprising the Purchaser.

(d) Failure by the Purchaser and/or the Purchaser's designate to attend the PDI or failure to execute the CCP and/or PDI Forms, shall constitute a default under this Agreement and shall entitle the Vendor to its rights under this Agreement. The Vendor may, at its sole discretion and option, and without being obligated to do so, complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate pursuant to the power of attorney granted by the Purchaser to the Vendor in Section 10.14 and the Purchaser hereby irrevocably appoints

FOR INFORMATION ONLY

the Vendor, the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI Forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI Forms.

(e) It is understood and agreed that any failure on the part of the Vendor to comply with the ONHWPA as administered by Tarion Warranty Corporation, including without limitation any failure to comply with any notice requirements thereof shall only give rise to those specific rights set out in the ONHWPA, if any, and shall not entitle the Purchaser or any other Person to any further, other or additional rights or claims for damages (whether in contract, tort or otherwise), or for any other form of compensation or reimbursement, or for any other form of relief (whether at law or in equity), other than what is set out in the ONHWPA.

(f) The Purchaser understands and agrees that any deficient, outstanding or incomplete construction items or related matters relating to the Purchased Property shall only be dealt with through the process established for and administered by Tarion Warranty Corporation, which shall be the only recourse of the Purchaser and Owner against the Vendor or Declarant.

(g) The Purchaser hereby releases the Vendor from any liability whatsoever in respect of improvements or betterments to, or chattels placed within the Purchased Property. The Purchaser further acknowledges that the Vendor is not responsible for the repair or rectification of any work resulting from ordinary settlement, including without limitation, walkways, patio stones, interlocking bricks, or sodded areas or for any damage to improvements or décor caused by material shrinkage, twisting or warping. Furthermore, the Vendor shall not be liable for any secondary or consequential damage whatsoever which may result from any defect in any materials, design or workmanship related to the Purchased Property except as required by the ONHWPA. The Vendor shall have no liability whatsoever for work done by a third party trade at the request of the Purchaser, either before or after the Closing Date, whether or not such third party trade was referred to the Purchaser by the Vendor. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or the Purchaser's successors in title against the Vendor arising from construction deficiencies.

Article 12 CHANGES, DAMAGE AND MAINTENANCE OF PURCHASED PROPERTY

Section 12.1 Modifications

The Purchaser acknowledges that the distance and views from the proposed building shown in or on Marketing Materials are approximate only and may be modified before and/or during construction. Notwithstanding the descriptions and depictions contained in any Marketing Materials, Disclosure Statement, Condominium Documents, or any other documents, the Vendor reserves the right to add, remove, change, vary, alter or modify, from time to time and at any time all plans, drawings, and specifications for and relating to the Development including but not limited to: (1) architectural, structural, engineering, landscaping, grading, mechanical, site servicing or any other plans; (2) municipal numbering and address; (3) type, location and availability of amenities; (4) total number of and types of POTLs; (5) municipal numbering; (6) dwelling layout including without limitation, the location, design, number, size and placement of all structures, appliances (if any), fixtures, chattels (if any), windows, doors, bulkheads, lights, electrical outlets, columns, posts, walls, fan coils, combination heating/air-conditioning units, rooms, stairs (if any) inside the dwelling; (7) POTL boundaries; (8) increase or decrease the number of floors in a dwelling; (9) height of rooms; (10) finishes, colours and materials throughout the Condominium and Purchased Property; (11) number, size, location, type, brand, and size of appliances, chattels and fixtures, if any; (12) numbers, layout, location, height and sizes of rooms inside a dwelling; (13) combining or dividing any POTLs; (14) increase or decrease the number of POTLs in the Development; (15) standard features and finishes included in the Purchased Property; (16) availability, colour, design, features, strictures on, size, layout, location, height of common elements, (17) square footage of the Purchased Property, (18) building footprint, (19) number of buildings and/or blocks, and (20) height, layout, location, shape, size, of any buildings, common elements, and amenities (if any), all in its sole, absolute and unfettered discretion and the Purchaser hereby consents to any such changes, variations, alterations and modifications and shall have absolutely no claim or cause of action against the Vendor whether in contract law, equity or tort for any such changes, variances, alterations or modifications, and any other changes which are disclosed by the Vendor as a possibility in this Agreement or in the Condominium Documents, nor shall the Purchaser be entitled to any notice thereof, nor shall the Purchaser be entitled to any reduction, abatement, or other credit against the Purchase Price or claim for compensation whatsoever as a result of any such change and the Purchaser agrees to complete the purchase and sale transaction contemplated in this Agreement notwithstanding any such changes, all provided that such changes shall not substantially affect the common expenses payable with respect to the Purchased Property so as to be considered a material change to the Disclosure Statement. All of the foregoing changes and modifications shall be deemed not to be a material change pursuant to the Act.

The Purchaser further acknowledges that the outline of any chattel or furnishing or appliance, structure, or any part of the Purchased Property on any floor plans is not a representation and warranty of the Vendor and such floor plans are conceptual in nature.

In the event there is a material change to the Condominium, Purchased Property, Development or Condominium Documents pursuant to Section 74 of the Act and which significantly affects the fundamental character, use or value of the Purchased Property, then the Vendor shall notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to implement same, or otherwise becomes aware of same, in which case the Purchaser's only remedy shall be termination of this Agreement in accordance with the Act prior to the Closing Date and specifically within 10 days after the Purchaser is notified or otherwise becomes aware of such material change and the return of its Deposits, and monies for upgrades and extras (together with any interest required by law) paid under this Agreement. The Purchaser shall not claim specific performance and/or damages of any kind against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. If the Purchaser fails or does not provide written notice that it elects to terminate and rescind this Agreement within 10 days after being notified or after the Purchaser becomes aware of such material change, the Purchaser shall be deemed to have waived its right to rescission and to terminate this Agreement.

In the event that one or more non-material changes are made to the Condominium Documents, or any portion thereof, the Development or any portion thereof, and/or to the Condominium, then the Purchaser shall be obligated to accept any and all of such non-material changes without any objection thereto whatsoever, and shall proceed to complete this Transaction as and when scheduled in accordance with the provisions of this Agreement, and shall not make or pursue any claim, nor seek any remedy or compensation whatsoever for any or all such non-material changes, and under no circumstances shall the Purchaser be entitled to claim specific performance and/or damages (either legal or equitable) against the Vendor as a result thereof, notwithstanding any rule of law or equitable principle to the contrary, nor shall the Purchaser be entitled to claim any abatement or set-off against the Purchase Price therefor, nor initiate or pursue any other legal or equitable claim or relief whatsoever in connection therewith. The foregoing provisions hereof may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any such claim or cause of action against the Vendor, whether for damages or other compensation, and/or specific performance, or otherwise..

Section 12.2 Substitute Materials and Reverse Layout

In addition to any other rights contained in this Agreement, the Vendor reserves the right to substitute any fixtures, materials, appliances, or equipment used in the construction or finishing of the Purchased Property (whether exterior or interior) provided that the materials used are in the opinion of the Vendor's architect (which opinion shall be final and binding) of equal quality or better to those represented to the Purchaser in the Vendor's architect's sole and unfettered discretion, and the Purchaser consents to same and shall have absolutely no claim or cause of action against the Vendor for any such changes, modifications, alterations or variations, nor shall the Purchaser be entitled to any notice thereof. The Purchaser acknowledges that the Development including the Purchased Property may have a reversed architectural layout than as may be pictured or represented in any models, drawings, illustrations or renderings provided or shown by the Vendor depending upon the location of such Purchased Property and the Purchaser agrees to accept such reversed architectural layout.

FOR INFORMATION ONLY

Section 12.3 Damage to Improvements

From and after the Occupancy Date and continuing after Closing, the Vendor shall not be responsible for the following: (i) any damage to any improvements or fixtures, made or installed by the Purchaser to the Purchased Property or any furnishings or personal property placed, kept or stored by the Purchaser on or in the Purchased Property (all of which improvements, fixtures, furnishings and personal property are herein collectively in this Section 12.3 called the "**Improvements**") resulting from any act or omission to act of the Vendor or anyone under its direction or Control or anyone for whom in law the Vendor may be responsible, in completing outstanding matters of, or deficiencies in construction; (ii) any damage or delays and attendant costs caused by the Purchaser or any person with whom the Purchaser has had direct dealings for the upgrading and/or installation of materials or equipment; (iii) any damage caused by the use of a Purchased Property by the Purchaser, or the Purchaser's Responsible Parties; (iv) any damage to the Development and/or POTLs caused by natural ground settlement, or drying out or natural aging of materials; and (v) any damage to the Development or POTLs caused by the leakage of water or rupture of pipes, back up of services or other malfunction of plumbing or service systems. The Purchaser hereby releases and forever discharges the Vendor or any person authorized by the Vendor, the Vendor's successors and assigns, or any person authorized by them, from all actions, suits, claims relating to the damages as aforesaid.

Section 12.4 Shading, Etc.

The Purchaser acknowledges that variations from Vendor's samples may occur in finishing materials/colours selected due to tonal range, dye, natural materials, and normal production process. The Vendor is not responsible for shade or colour differences occurring in: the finish of items such as, but not limited to, countertops, tiles, backsplash, flooring, floor coverings, cladding, roof coverings, bath tubs, sinks, faucets and such other products where the product manufacturer establishes the standard for such finishes; products that may alter the colour of any finish applied thereon such as, but not limited to, wood, stone, shelves, railings, trim, laminate, cabinets; and products that are made up of different components designed to be assembled together such as, but not limited to toilets, toilet seats, cabinet fixtures. The Purchaser acknowledges and agrees that where adjoining rooms or areas are finished in different floor materials, there may be a difference in elevation between the rooms or areas and the Vendor may at its sole, absolute and unfettered discretion, install a threshold as a method of finishing the connection between the two (2) rooms.

Section 12.5 Sodding

The Purchaser acknowledges that grading and sodding is generally completed at times when the weather conditions permit. If weather conditions do not permit the completion of sodding or exterior work, the Purchaser agrees to close this Transaction and pay the full balance due on Closing on the Vendor's undertaking to complete the work within a reasonable time thereafter, having regard to weather conditions and the availability of supplies, and/or tradesmen. Notwithstanding the closing of the Transaction, the Purchaser agrees that the Vendor or its duly authorized agents may enter upon the Real Property in order to finish grading operations when in the Vendor's opinion the weather permits.

Section 12.6 Maintenance of Sod

The Purchaser agrees that they shall be solely responsible for maintenance, repair and replacement of all retaining walls and fences forming part of the Real Property and for watering and general maintenance of landscaping and sod from The Closing Date or from the date that sod is laid, or landscaping planted, 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 repair or replace retaining walls or fences or replace landscaping or laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser, together with an administrative charge of fifteen percent (15%) of the total cost thereof. A decision or certificate of the Vendor's architect in connection with the maintenance, repair or replacement of retaining walls, fences, landscaping or sod (and the cost thereof) is final and binding on the parties hereto, without resort to appeal. The Purchaser agrees to maintain, repair and/or replace, at its sole cost and expense, retaining walls, fences, landscaping, and sod on written notice from the Vendor accompanied by the Vendor's architect's certificate, as aforesaid.

Section 12.7 Grading/Fencing

(a) The Purchaser covenants that they 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 Vendor, the Municipality or the Corporation, or any of 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 Vendor, the Municipality or the Corporation 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 shall not, prior to lot grading completion and approval of the Municipality therefor, install any fence, deck, storage shed or other structure on the Lands. If applicable, 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 three (3) metres back of the common sideyard's most rear structure to the frontage street. No fence along a lot boundary abutting a street, open space or parkland shall 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 shall not install any boundary fence except in accordance with requirements of the Municipality, and if the Purchaser installs a fence that runs along the boundary of any lands then owned by the Vendor, the Vendor will have no obligation to pay any portion of the fence cost. The Purchaser shall maintain any fence along or adjacent to the lot boundary and shall not remove, place a gate in or otherwise alter such fence.

Section 12.8 Driveway

The Purchaser acknowledges that settlement of the driveways of the POTLs does not naturally occur and, as a result, the driveway may not be paved until after the Closing Date. The Purchaser acknowledges that it has been advised by Vendor that settlement is likely to occur after the Closing Date. The 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, the Vendor shall only have an obligation to pave such driveway to the access point of the lot and on the portion of the lot owned by the Purchaser, only once and such paving, it is agreed, shall occur within twenty four (24) months after the Closing Date, subject to weather conditions. Service trenches may cross the driveway and settlement may occur. The Purchaser shall be liable for all damage, loss and expense caused to the water boxes. The Purchaser agrees to consult with and obtain the approval of the Vendor, or appropriate municipal department prior to commencing any work in, on or around the water boxes. The Purchaser acknowledges and agrees that the Vendor shall not be required to give any undertaking to the Purchaser on the Closing Date to complete the driveway and the Purchase shall not be entitled to holdback or abatement of any amount due and payable to the Vendor on the Closing Date in connection with same.

Article 13 PURCHASER DEFAULT AND VENDOR'S REMEDIES

Section 13.1 Indemnity

The Purchaser agrees to indemnify and save the Vendor harmless from any Costs, arising out of, by reason of or in relation to any breach by the Purchaser or the Purchaser's Responsible Parties of any of the terms and provisions of this Agreement, and at the sole option of the Vendor, the Vendor may rectify any breach of this Agreement at the sole cost of the Purchaser payable forthwith upon demand. This indemnity shall survive the Closing of the Transaction and any termination of this Agreement.

FOR INFORMATION ONLY

Section 13.2 Default by Purchaser

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

(a) upon the non-payment of all or any portion of the Deposit, Purchase Price, or any other sum due pursuant to this Agreement, on the dates and/or times that same are required to be paid;

(b) upon a breach of, or failure in the performance or observance of any covenant, representation, warranty, acknowledgement, obligation, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser;

(c) upon any lien, execution or encumbrance arising from any action, omission or default whatsoever of the Purchaser, being charged against, registered, or affecting the Development or the Purchased Property; and/or

(d) if the approval of the Purchaser by the mortgagee of the mortgage referred to in Section 2.3 is withdrawn or not available, for any reason whatsoever, at any time prior to the Closing Date.

Section 13.3 Evidence of Default

A letter from the Vendor or the Vendor's solicitor that default has been made and the date of default and that notice, if required, of such default has been sent to the Purchaser pursuant to Section 15.1, shall be prima facie evidence of the facts therein stated.

Section 13.4 Vendor's Remedies

(a) In the event of a default by the Purchaser, whether before or after the Occupancy Date, then, in addition to any other rights or remedies which the Vendor may have at law or in equity, the Vendor, at its option, shall have the right to terminate and declare this Agreement and/or the Occupancy License null and void by providing written notice to the Purchaser or the Purchaser's solicitor and this Agreement and the Occupancy shall be null and void as of the date that the Vendor sends such written notice. In such event, all monies paid hereunder (including but not limited to Occupancy Fees paid, administrative fees and the Deposits, monies paid or payable for extras, changes or upgrades ordered by the Purchaser, whether or not installed in the Purchased Property, paid and agreed to be paid by the Purchaser pursuant to this Agreement, which sums shall be accelerated on demand of the Vendor) together with interest thereon, shall be forfeited to the Vendor either as liquidated damages or otherwise at the sole option of the Vendor and not as a penalty, without prejudice to and in addition to any other rights of the Vendor at law or in equity, and it shall not be necessary for the Vendor to prove any damages suffered by it in order for the Vendor to retain the aforesaid monies and the Purchaser hereby acknowledges and agrees that the forfeiture as aforesaid is reasonable and proportionate to the damages suffered by the Vendor without the Vendor having to prove or substantiate any damages incurred. The Purchaser shall not claim that it is unconscionable for the Vendor to retain the aforesaid amounts as liquidated damages and the Purchaser agrees that the Vendor may rely upon and raise the foregoing as an estoppel to any such claim by the Purchaser. The Vendor shall, in addition to retaining all monies paid by the Purchaser hereunder be entitled to claim damages from the Purchaser.

(b) In the event of termination of this Agreement and/or Occupancy License by reason of the Purchaser's default, then the Purchaser shall, if in occupancy of the Purchased Property, execute such releases and other documents or assurances as the Vendor may require in order to confirm that the Purchaser does not have, and the Purchaser hereby covenants and agrees that he does not have, any legal, equitable or proprietary interest whatsoever in the Purchased Property, this Agreement and/or the Development (or any portion thereof) prior to the completion of the Transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's Solicitors as provided herein. The Purchaser hereby appoints the Vendor as his lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead and in accordance with the provisions of the *Powers of Attorney Act,* R.S.O. 1990, as amended from time to time or the *Substitute Decisions Act*, S.O. 1992, as amended from time to time, and the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser, or in the event that the Purchaser refuses to or fails to complete such releases and other documents or assurances as requested by the Vendor. If the Vendor is required to pay any Lien, execution or encumbrance to obtain a mortgage advance, the Purchase shall reimburse the Vendor for all amounts and costs so paid.

(c) In the event the Purchaser fails to make payment as and when required pursuant to the terms of this Agreement including, without limitation, HST or HST Rebate, Deposits, all or part of the Purchase Price, cost of upgrades and extras, the payment amount shall bear interest at a rate equal to 18% per annum, calculated from the due date to the date of payment, calculated daily and compounded monthly, not in advance, with interest on overdue interest at the same rate as interest and payable upon demand by the Vendor, and such amount due together with interest at the aforesaid rate shall be a charge on the Purchased Property. The Purchaser shall pay all Costs associated with a breach or default of this Agreement.

(d) In the event that the Purchaser is in default under this Agreement for any reason, and thereafter cures or rectifies such default(s) to the satisfaction of the Vendor prior to delivery by the Vendor or the Vendor's Solicitors of written notice of termination of this Agreement as a consequence of such default, then the Purchaser shall be required to pay to the Vendor on Interim Occupancy closing or Final Closing as an adjustment on the Statement of Adjustments at Interim Occupancy Closing or on the Final Closing of this transaction, which date of payment shall be determined at the sole option of the Vendor, for all legal fees, and disbursements incurred by the Vendor and charged by the Vendor's Solicitors in relation to all correspondence and dealings with the Purchaser and/or the Purchaser's solicitor in connection with the Purchaser's default and/or rectification thereof which reimbursement shall be in the amount of Eight Hundred and Fifty Dollars ($850.00) plus Applicable Taxes.

Section 13.5 Return of Deposit Monies

In the event the Vendor terminates this Agreement or same is declared to be null and void by the Vendor, in circumstances where the Purchaser is not in default of this Agreement, and the Purchaser has entered into occupancy of the Purchased Property in accordance with this Agreement, there shall be deducted from any Deposit or monies which may be returned to the Purchaser, an amount as estimate and required by the Vendor, to make repairs to the Purchased Property made necessary by reason of such occupancy. The Purchaser shall forthwith, execute a mutual full and final release in favour of the Vendor, in form acceptable to the Vendor in its sole, absolute, and unfettered discretion.

Section 13.6 Documents if Transaction Does Not Close

If the Transaction is not completed for any reason, other than a default of the Vendor, and notwithstanding refund or forfeiture of all or part of the Deposits, the Purchaser shall execute and deliver such documents affecting title to the Development as are necessary in the opinion of the Vendor's Solicitor to resell the Purchased Property, and a release with respect to this Agreement in a form designated by the Vendor or the Vendor's Solicitor. In the event the Purchaser fails or neglects to execute and deliver such documents, the Purchaser hereby authorizes the Vendor as its true and lawful attorney to so execute the said documentation.

Section 13.7 Rights of Vendor

It is understood and agreed that the rights of the Vendor contained in this Section 13.7 are in addition to any other rights which the Vendor may have at law, in equity or under any other provisions of this Agreement. All rights and remedies in favour of the Vendor shall be cumulative and shall be in addition to every other right or remedy conferred upon or reserved to the Vendor pursuant to this Agreement or at law or in equity or by statute. The Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, 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

FOR INFORMATION ONLY

any remaining right or rights at law, in equity or in this Agreement. Every right or remedy conferred upon or reserved to the Vendor by this Agreement may be exercised by the Vendor from time to time, as often as may be deemed expedient by the Vendor.

Section 13.8 Beneficial Ownership

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be liable to the Vendor for the Purchaser's obligations under this Agreement and shall be deemed and construed to constitute a personal guarantee of such signee with respect to the obligations of the Purchaser herein, and such person shall also be obliged to unconditionally guarantee any mortgages required to be given by the Purchaser on Closing in accordance with the terms of this Agreement, and such signee shall not plead such agency, trust relationship or other relationship as a defence to such liability.

Section 13.9 Waiver

The Vendor may in its sole, absolute, and unfettered discretion grant a written waiver of any breach of any provision in this Agreement. No waiver, written or otherwise, of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver, and any waiver whether written or otherwise shall be without prejudice to and in addition to the Vendor's rights under this Agreement, at law or in equity. The Vendor's failure to notify the Purchaser of a default shall not constitute a waiver of such default. Failure on the part of the Vendor to complain of any act or failure to act of the Purchaser or to declare the Purchaser in default, irrespective of how long such failure continues, shall not constitute a waiver by the Vendor of its rights hereunder.

Section 13.10 Vendor's Lien

The Vendor shall have a vendor's lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims together with any interest thereon as provided for in this Agreement, and the Purchaser covenants and agrees to pay all Costs. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the vendor's lien after all such amounts owing by the Purchaser have been received by the Vendor including all Costs, and upon payment of an additional discharge fee of $250.00 plus Applicable Taxes.

Article 14 RISK AND TERMINATION

Section 14.1 Risk of Purchased Property Until Closing

Subject to the Occupancy License, the Purchased Property shall be and remain at the risk of the Vendor until Closing. In the event of substantial damage to the Development prior to the Closing Date which renders the Purchased Property uninhabitable, the Vendor may, in its sole and unfettered discretion, either: (i) terminate this Agreement (and require the Purchaser to vacate the Purchased Property without abatement to the Occupancy Fees) and return to the Purchaser all deposits theretofore paid by the Purchaser to the Vendor without deduction or interest, if the damage to the Lands or any part thereof has frustrated this Agreement at law, in accordance with the ONHWPA but excluding any Occupancy Fee paid pursuant to this Agreement and upon such termination the Vendor shall be relieved of all liability pursuant to this Agreement or to the Purchaser; (ii) make such repairs as are necessary (and require the Purchaser to vacate the Purchased Property without abatement to the Occupancy Fees) and complete this Transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone; or (iii) apply to a court of competent jurisdiction for an order terminating this Agreement in accordance with the provisions in subsection 79(3) of the Act. In the event that the Vendor elects to repair the damage and complete the Transaction, the Closing Date may be extended by the Vendor for the length of time required by the Vendor to complete the repairs, without the Purchaser being entitled to any delayed compensation fee.

The Purchaser acknowledges and agrees that any damage to the Purchased Property or the Development caused by any act or omission of the Purchaser or any person for whom the Purchaser is responsible in law, shall be for the Purchaser's account and the Purchaser agrees to fully indemnify the Vendor for all costs, damages and expenses incurred by the Vendor in this regards.

Section 14.2 Termination

In the event that this Agreement is terminated through no fault of the Purchaser, then upon the execution by the Purchaser of mutual releases in the form provided by the Vendor in which the Purchaser releases the Vendor, the Vendor's lenders and/or any other related third party, the Deposits shall be returned to the Purchaser without interest and without deduction. The Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim which may be made by the Purchaser against the Vendor.

Article 15 NOTICES

Section 15.1 Address for Notices

Except as specifically provided for in this Agreement, any notice, statement, document or other communication required to be given to any party or parties pursuant to the provisions of this Agreement or the Act shall be sufficiently given if such notice, statement, document or other communication is in writing and is delivered by hand or courier to such party or parties or sent by regular mail or registered prepaid post addressed to such other party or parties, or is sent by fax transmission or electronic mail transmission as follows:

To the Vendor:

Cachet Homes (Mount Hope) Inc.
2555 Meadowpine Blvd., Unit 3
Mississauga, ON, L5N 6C3

with a copy to the Vendor's Solicitor

Desi C. Auciello
c/o 361 2555 Meadowpine Blvd., Unit 3
Mississauga, ON, L5N 6C3

To the Purchaser:

At the address, fax number or other electronic address, indicated on Page 1 of this Agreement or on Page 2 of the Tarion Addendum;

or to any solicitor acting on the Purchaser's behalf;

or to such other address for such party or parties as any of them may give to the other in writing from time to time.

Unless a different time is specified in a particular section of this Agreement (in which case such specified time shall prevail), any such notice, statement, document or other communication delivered, sent by electronic mail, or sent by fax if transmission is confirmed to be successful by a transmission report shall be deemed to have been validly and effectively given and received on the date of delivery or transmission to such

FOR INFORMATION ONLY

other party if delivered, or sent prior to 5:00 p.m. on a Business Day, or if delivered, or sent after 5:00pm on a Business Day or if delivered or sent on a day which is not a Business Day then such notice, statement, document or other communication shall be deemed to have been validly and effectively given and received on the next Business Day. If any notice, statement, document or other communication is sent by registered mail, then it shall be deemed to be validly and effectively given and received on the fourth day following the date of mailing; and if sent by regular mail, it shall be deemed to be validly and effectively given and received on the fourth day following the date of mailing. In the event that the post office is on strike or if postal delivery is interrupted, such notice, statement, document or other communication shall be delivered and the provisions with respect to notice by registered mail shall not be applicable. The Purchaser consents to the use, provision and acceptance of information and documents in an electronic format. Notwithstanding the foregoing, written notice required under the Tarion Addendum shall be given and received in accordance with the Tarion Addendum.

Article 16 MISCELLANEOUS

Section 16.1 Binding Agreement

This Agreement, when executed by all parties to this Agreement, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence hereof. IT IS AGREED THAT THERE IS NO REPRESENTATION, WARRANTY, COLLATERAL AGREEMENT OR CONDITION AFFECTING THIS AGREEMENT OR THE PURCHASED PROPERTY OR SUPPORTED HEREBY OTHER THAN AS EXPRESSED HEREIN IN WRITING. This Agreement supersedes and revokes all previous negotiations, arrangements, letters of intent, brochures, sales and marketing materials, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives or any other Person purporting to represent the Vendor or Purchaser. No amendment, supplement, modification or termination of this Agreement shall be binding unless executed in writing by the parties, save and except for any termination of this Agreement that arises under the express terms hereof.

Section 16.2 Residency and Spousal Consent

The Vendor hereby represents that it is not a non-resident within the meaning of section 116 of the ITA and that spousal consent is not necessary for this Transaction under the provisions of the *Family Law Act*, R.S.O. 1990. The Purchaser hereby represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the ITA. If the Purchaser is not a resident of Canada for the purposes of the ITA, the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of the Deposits paid pursuant to this Agreement.

Section 16.3 Interpretation and General Contract Provisions

(a) Gender

This Agreement is to be read with all changes of gender or number (if more than one Purchaser) required by the context.

(b) Sections and Headings

All references to Articles, Sections and Schedules means that found in this Agreement, unless otherwise specified. The headings used in this Agreement are for convenience of reference only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

(c) Extended Meanings

The words “hereof”, “herein”, “hereunder” and similar expressions used in any Article, Section or Subsection of this Agreement relates to the whole of this Agreement and not to that section or subsection only, unless the context indicates otherwise. In this Agreement, “includes” means “includes, without limitation”; “including” means “including, without limitation”; “without any set-off” means “without any set-off, notice, demand, claim, counterclaim, defence, deduction, delay, alteration, diminution, compensation, recoupment or abatement whatsoever”; “Purchaser shall not” means “Purchaser shall not cause, suffer or permit”; and “Purchaser agrees” means “Purchaser expressly acknowledges, covenants and agrees”.

(d) Non-Merger

The Vendor and Purchaser covenant and agree that all covenants, warranties, and agreements made by the Purchaser herein shall not merge on the Closing of the Transaction but shall remain in full force and effect according to their respective terms until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. Notwithstanding that the Vendor may at its option, require the Purchaser to execute a non-merger agreement on Closing, the Purchase hereby expressly acknowledges and agrees that no further written assurances evidencing or confirming the non-merger of the covenants, warranties and agreements of the Purchaser in this Agreement shall be required and the Vendor may rely exclusively on the Purchaser’s acknowledgement contained in this Section as to the survival of the covenants, warranties and agreements made by the Purchaser in this Agreement.

(e) Time of the Essence

Time shall be of the essence in this Agreement except as herein otherwise provided.

(f) Severable Covenants

If any provision of this Agreement or the application to any circumstances shall be held to be invalid, illegal or unenforceable under any Applicable Law, including but not limited to any changes to the Condominium Act which shall not have been proclaimed as of the date of this Agreement, but which shall come into force subsequent to the date of this Agreement and prohibit a term, covenant or condition of this Agreement, then such term, covenant or condition: (a) is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any Person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

(g) Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

(h) Electronic Execution

This Agreement may be executed by one or more of the parties by electronic signature. All parties hereto agree that electronic signatures including without limitation, by way of fax, e-mail, and DocuSign, will be treated as though such signatures were executed originals.

It is expressly acknowledged and agreed that the Vendor's provision, delivery and/or execution of any documents in connection with the Interim Occupancy Closing and/or Final Closing of this Transaction (including without limitation, the Vendor's provision and delivery of any notices and/or documents that may be required to be in writing), as well as the Corporation’s execution and/or delivery of any Status Certificates prior to the Condominium's turnover meeting, may, at the Vendor's sole option, be made or manifested in an electronic format and/or executed by way of electronic signature of any such documents (undertaken by or through a computer program, or by any other electronic means) as expressly provided or contemplated by the *Electronic Commerce Act 2000*, S.O. 2000, as amended. At the option of the Vendor in its sole,

FOR INFORMATION ONLY

absolute and unfettered discretion, the Vendor may require that all closing documents required to be executed by the Purchaser for the Occupancy Closing and/or the Final Closing be executed by electronic signatures.

The terms "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act 2000*, S.O. 2000, as amended.

(i) Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto attorn to the exclusive jurisdiction of the courts located in the City of Toronto.

(j) Legislation

A reference to any legislation shall include reference to all regulations thereunder, any amendments thereto, and any statute which replaces or supersedes it.

(k) Time Zones/Time Periods

Any reference in this Agreement to a specific time shall refer to the time in the time zone where the Real Property is located.

(l) Statutes and Regulations

Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statutes and regulations in force from time to time and in the event that any statute (the "**Existing Statute**") has been amended or replaced, then such reference in this Agreement to the Existing Statute shall be deemed to refer to any replacement or amended statute, provided that any terms, condition, procedure or anything else contained in this Agreement (the "**Grandfathered Provisions**") have been grandfathered under the replacement or amended statute shall continue to refer to such Grandfathered Provisions.

Section 16.4 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, estate trustees, administrators, successors and permitted assigns. The Vendor shall have the right to sell, transfer, assign or otherwise convey all or any part of its right, title, interest, and obligation under this Agreement without the consent of the Purchaser. In this regard, the Purchase acknowledges that the identity of the Vendor is not material to the Purchaser's decision to enter into the Transaction. In the event of the assignment by the Vendor of this Agreement and to the extent that the assignee thereof assumes the covenants and obligations of the Vendor hereunder, the Vendor shall thereupon and without further agreement, be freed and relieved of all liability with respect to this Agreement and the 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.

Section 16.5 Costs of Registration and Taxes

The Purchaser agrees to pay the cost of registration of their own documents and any tax in connection therewith. The transfer is to be prepared at the Vendor's expense and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on Closing at the Purchaser's expense. Notwithstanding the generality of the foregoing, but subject to Section 8.6 the Purchaser agrees to pay the land transfer tax in connection with the registration of the transfer of the Purchased Property, and undertakes to register the transfer on Closing and the Purchaser shall also pay and be responsible to the complete exoneration of the Vendor of all other taxes (including any increase in any component of the Applicable Taxes) imposed on the Purchased Property or the purchase of the Purchased Property, by any Governmental Authority, or otherwise by statute, regulation or by law.

Section 16.6 Postponement and Subordination

The Purchaser acknowledges that the Vendor is or may be borrowing money from a financial institution to be secured by one or more charges/mortgages to be registered against the Development and agrees that this Agreement, any interest of the Purchaser in this Agreement, the Purchased Property, the Development (whether such interests are in equity or at law), any and all Deposits paid or to be paid by the Purchaser pursuant to this Agreement, 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, are hereby subordinated and postponed to and will be subordinated and postponed to any mortgages, charges, debentures, security interests and trust deeds registered or to be registered against title to the Development including the charging of any chattels in or on the Development and any advances thereunder made from time to time, and to any easement, licence or other agreements to provide services to the Development or to any lands adjacent thereto and owned by the Vendor. The Purchaser agrees to, without any expense to the Vendor, execute any and all documentation and assurances necessary to give full force and effect to same forthwith after being requested to do so by the Vendor.

Section 16.7 Limitation

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 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 other person, firm, corporation or other legal entity other than the person, corporation, firm or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another Person, or a trust for and on behalf of another Person, and this acknowledgement 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 such rights, claims, or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.

Section 16.8 Irrevocability by Purchaser and Acceptance by the Vendor

The Purchaser acknowledges and agrees that the Vendor's obligation to complete the Transaction of purchase and sale contemplated by this Agreement shall be conditional on the terms and provisions of this Agreement being approved by the Vendor's head office on or before 5:00 p.m. on that date which is 10 days after the date of execution of this Agreement by the Purchaser. This offer shall be irrevocable by the Purchaser until the 10th day after the date of execution by the Purchaser of this Agreement after which time, if not accepted by the Vendor, the Purchaser shall be entitled to withdraw its offer and the Deposit returned to the Purchaser without interest. In the event that the offer is not withdrawn by the Purchaser after 10 days and is subsequently accepted by the Vendor, then this Agreement shall become firm and binding.

Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor, without requiring any notice of such acceptance to be delivered to the Purchaser prior to the expiry of the irrevocable period.

Without limiting the generality of the foregoing, acceptance of this offer (or any counter-offer with respect thereto) may be made by way of fax transmission or electronic mail provided all of the necessary signatures and initials of both parties hereto are duly reflected on (or represented by) the faxed or scanned copy of the agreement of purchase and sale so transmitted, and such acceptance shall be deemed to have been effected or made when the accepted offer (or counter-offer, as the case may be) is sent by fax transmission or electronic mail to the intended party, provided that in the case of a fax transmission, a confirmation of such fax transmission is received by the transmitting party at the time of such transmission, and the original executed document is thereafter forthwith couriered or personally delivered (or scanned and e-mailed) to the

FOR INFORMATION ONLY

recipient of the faxed copy.

Section 16.9 Personal Attendance

Notwithstanding anything to the contrary in this Agreement, the Purchaser acknowledges and agrees that at the option of the Vendor exercisable sole, in the sole, absolute and unfettered discretion of the Vendor, the Purchaser may be required to personally attend at the Vendor's sales office or such other place of business as may be designated by the Vendor, in order to:

(a) Receive a copy of the fully executed Agreement, signed by both the Purchaser and the Vendor; and

(b) Execute and deliver to the Vendor's sales agent or representative, an acknowledgement of receipt of both the condominium disclosure documents and a copy of this fully executed Agreement (the "**Acknowledgement**") in order to evidence the commencement of the statutory rescission period,

within five (5) Business Days of the date on which the Vendor notifies the Purchaser in writing to attend at the Vendor's sales office to receive a fully executed copy of this Agreement and execute the Acknowledgement. The Purchaser's failure to attend at the Vendor's sales office and execute the Acknowledgement within said time period shall be deemed and construed, for all purposes, as a breach of this Agreement, whereupon the Vendor shall have the unilateral right exercisable in its sole, absolute and unfettered discretion to terminate this Agreement at any time thereafter prior to receipt of the Acknowledgement, by delivering written notice to the Purchaser confirming such termination, together with a refund of the Purchaser's Deposits, or the return of the Purchaser's Deposit cheques uncashed), without interest or deduction, in which event this Agreement shall, as of the date of delivery of written notice to the Purchaser, be null and void, and of no further force or effect, and the Vendor shall thereafter be fully and freely entitled to re-sell the Purchased Property to any other prospective purchaser, without any interference from, and without any claim being made against the Vendor or the Vendor's agent by the Purchaser in connection therewith.

Section 16.10 Rescission Rights

(a) The following is a copy of **section 73** of the Act which sets out the rescission rights available to a Purchaser to rescind this Agreement:

" **Rescission of agreement**

73 (1) A purchaser who receives a disclosure statement under Section 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 registerable form.

Notice of rescission

(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.

Refund upon rescission

(1) If a declarant or the declarant's 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."

(b) The following is a copy of **Section 74** of the Act which sets out what constitutes a "material change" and the rescission rights available to a Purchaser of a common interest in the Condominium in the event of a material change. The Purchaser acknowledges and agrees that all changes to, including but not limited to, this Agreement, the Condominium, Condominium Documents, Purchased Property, and Budget, that have been disclosed as a possibility in this Agreement and/or the Condominium Documents shall be deemed not to be a material change for the purposes of Section 74 of the Act.

"**Material changes in disclosure statement**

74 (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 Section 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.

Definition

(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 Section 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 the 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

FOR INFORMATION ONLY

(e) a change in the information contained in the statement described in Section 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 Section, if the unit or the proposed unit is in a vacant land condominium corporation.

Contents of revised statement

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

Time of delivery

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in Section (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.

Purchaser's application to court

(5) Within 10 days after receiving a revised disclosure statement or a notice under Section (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.

Rescission after 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 as required by Section (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 Section (1) with respect to the change; and

(c) the date on which the Superior Court of Justice makes a determination under Section (5) or (8) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.

Notice of rescission

(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.

Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice 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 Section (5).

Refund upon rescission

(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.

Time of refund

(10) The declarant shall make the refund,

(a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in Section (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 Section (5) or the declarant has made an application under Section (8)."

Section 16.11 Sump Pumps

The Purchaser hereby acknowledges that the Vendor may, in its sole and unfettered discretion, include Sump Pumps in certain Dwellings which are intended to maintain adequate water levels surrounding such Dwelling and/or other Dwellings within the Development. The Purchaser further acknowledges if any of the Sump Pumps stop functioning for any reason, then an accumulation of ground water may result in flooding to the Purchased Property.

FOR INFORMATION ONLY

Schedule “B” – DIAGRAM OF THE DWELLING

Schedule “C” - STANDARD FEATURES AND FINISHES

[to be inserted]

Schedule "D" - WARNING CLAUSES

The Purchaser hereby unconditionally acknowledges that he/she is aware of the warning clauses and notices set out below and in this Agreement and any other schedules, and confirms that he/she does not object, in any manner whatsoever, to any of these matters, warning clauses and notices.

The Purchaser acknowledges that there may be errors or changes to the warning clauses and notices in this Agreement as the Development progresses.

The Purchaser acknowledges and agrees that there may be additional warning clauses and notices required to be inserted by Governmental Authorities which may relate to, inter alia, noise, odour, pollution, proximity of Condominium to major streets or public transit facilities, factories, vibration exposure and similar matters and/or to the matters described herein and such additions shall not be and shall not be deemed to be a material change.

The Purchaser hereby waives and releases any claims that the Purchaser may have against the Vendor with respect to the aforementioned matters, warning clauses, and notices and any additional matters, warning clauses or notices as referred to at a future date. The Purchaser acknowledges and agrees that the notices and warning clauses set out in this schedule and Agreement, and any additional notices and warning clauses may be registered on title to the purchased Dwelling and may be included in the proposed Declaration when registered, at the sole, absolute and unfettered discretion of the Vendor.

The Purchaser covenants and agrees that it will ensure that all of the notice provisions shall be included in any lease, sublease, or agreement of purchase and sale to any subsequent lease or purchaser, ad infinitum.

CONSTRUCTION

1) The Purchasers may be inconvenienced by ongoing construction activities relating to the Development and/or other construction and development activities relating to adjacent or other projects in the vicinity as the Development until construction has been completed.

SCHOOLS

2) Despite the best efforts of the local School Board and local Catholic District School Board (collectively, the "**Boards**"), sufficient accommodation may not be locally available for all students anticipated from the Condominium and that students may be accommodated in facilities outside the area, and further, that students may later be transferred. If bussing is provided by the Boards in accordance with the Boards' policies, students will not be bussed home or to school, but will meet the bus at designated locations in or outside of the area.

3) Unless the provincial funding model provides sufficient funds to construct new schools, there can be no guarantee or assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the development area notwithstanding any designation of a school site.

TRAFFIC & TRANSIT

4) There may be a high volume of traffic on the streets and highways located near the Condominium, which may affect the vehicular access to and from the Condominium.

5) There are bus routes located in close proximity to the Condominium which may result in high pedestrian and vehicular traffic.

6) In the future, there may be light rail transit, subways or other mass transit systems in close proximity to the Condominium which may result in high pedestrian and vehicular traffic.

7) Canadian National Railway Company or its assigns or successors in interest or its affiliated railway companies (collectively "CNR") has or may have a rights-of way or are the owners of lands within 300 metres from the land which is the subject hereof. In addition to the current use of the lands owned by CNR, there may be alterations to or expansions of the rail and other facilities on such lands or rights-of-way in the future including the possibility that CNR or any railway entering into an agreement with CNR to use the CNR lands or CNR and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the environment of the residents and tenants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development, building and individual dwellings. CNR and their successors and assigns will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands or rights of way.

8) The proposed Condominium is located in close proximity to bus and other routes on the local transit commission.

9) Metrolinx, carrying on business as GO Transit, or its assigns and successors in interest has or may have a rights-of way or are the owners of lands within 300 metres from the land which is the subject hereof. In addition to the current use of the lands owned by Metrolinx, there may be alterations to or expansions of the rail and other facilities on such lands or rights-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the Metrolinx lands or Metrolinx and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the environment of the residents and tenants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development, building and individual dwellings. Metrolinx, Go Transit and their successors and assigns will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands or rights of way.

10) The Condominium shall, if required by Metrolinx, grant Metrolinx an environmental easement for operational emissions, registered on title against the subject residential dwellings in favour of Metrolinx.

NOISE ABATEMENT

11) Due to the construction of the Condominium, there will be a certain amount of noise, dust and other debris which may accumulate. The Corporation, Owners and occupants agree that they will not interfere with the construction of the Condominium or the trades, as they carry out their work with respect to the Condominium.

12) Noise levels caused by the following (if any) within the Condominium, bank of elevators, laundry room, parking garage door, garbage chutes, mechanical equipment, move-in, loading and garbage removal bays and ancillary moving facilities and areas, and by the Condominium's recreation facilities (if any), may occasionally cause noise and inconveniences to the Unit occupants and as and when other Residential Units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly cause noise and inconveniences to the Unit occupants.

13) Purchasers/tenants are advised that due to the proximity of the existing and future adjacent commercial facilities, sound levels from the facilities may at times be audible.

14) Purchasers/tenants are advised that despite the inclusion of noise control features in the Development and/or within the building Units, sound levels from neighbouring uses and/or road, rail and air traffic, including but not limited to noise levels from highways, railways and public transit may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment and Climate Change. In order to achieve a suitable indoor noise environment, windows and exterior doors may have to remain closed. Therefore, the Residential Units have been supplied with a central air conditioning system which allows windows and exterior doors to remain closed.

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

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

17) Purchasers are advised that sound levels due to the proximity of the adjacent commercial facility, sound levels from the commercial facilities may at times be audible.

18) Purchasers are also advised that the air cooled condenser unit (if any) can produce noise that may interfere with outdoor activities. Due consideration should be given to the level of noise produced when selecting the type and locations of the air cooled condenser unit (if any). The sound rating for the condenser unit should not exceed an AHRI rating of 7.6 Bels for a unit of 3.5 tons or less.

19) Purchasers/tenants are advised that their property is located within the local airport's noise influence area.

20) It is the sole responsibility of the home owner and/or the Corporation to maintain any and all noise barrier or other infrastructure required within the approved noise study and that the purchaser agrees not to alter any noise barrier or other infrastructure without approval from the City of Hamilton to the satisfaction of the Senior Director of Growth Management.

SERVICES AND PUBLIC/PRIVATE UTILITIES

21) There may be transformers, utilities, service boxes, hydrants, mailboxes, bus pads or other municipal services constructed adjacent to or upon boulevards in the vicinity of the Condominium. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, fencing or other devices.

22) The engineering and servicing plans for this Condominium, which includes the location of easements for municipal services and public and private utilities, are subject to the approval of the Municipality, and final locations for easements and services and utilities may change. Additional easements may be required. The Purchaser is advised to contact the Municipality for further details.

23) Gas, electricity and water distribution markets are constantly fluctuating and the Declarant's reasonable assumptions regarding such utility costs may be incorrect due to circumstances which cannot be accurately predicted as of the date of the Budget. Prior to the registration of the Condominium, the projected costs for utilities (if any) shown in the Budget may be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs. The Budget and Common Expenses applicable to each Residential Unit shall be revised accordingly and the Purchaser specifically acknowledges and agrees that any increase in utility costs from that which was originally represented in the Budget shall not be the responsibility of the Declarant, despite Section 75 of the *Condominium Act*. The Purchaser acknowledges that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or Budget. In addition, the Purchaser agrees that this acknowledgement may be pleaded by the Declarant as a complete defence to any application or objection raised by the Purchaser in this regard.

24) The director of engineering of the Municipality may change the location of any sidewalks or walkways within the Development area without any prior notice.

25) Purchasers and occupants are advised that there may be a municipal sidewalk fronting and/or flanking the Purchased Unit.

26) The Condominium Corporation will be required to permit the general public access to the pedestrian walkway described in Condition 12 to Schedule "D" of the Site Plan Agreement to Site Plan Control Application DA-22-032.

27) Temporary roads, turnarounds, or road extensions, adjacent to future corner lots will either be removed or extended as the case may be, when development of adjacent lands proceeds.

28) Purchasers/tenants are advised that there may be above-ground utility facilities such as fire hydrants, super mailboxes, hydro transformers and cable pedestals located in front of their properties within the City's Road allowance or on easements.

29) Purchasers are advised that pursuant to terms of an easement in favour of Enbridge Gas Inc., Enbridge Pipelines Inc. or their related entities (collectively, "**Enbridge**") and the applicable zoning by-law designations and other laws affecting the Site, an owner of land affected by an easement in favour of Enbridge is prohibited from landscaping, developing, or erecting any buildings or permanent structures including but not limited to fences, decks, swimming pools or shed, over under or upon the such lands unless written approval is provided by Enbridge.

30) Purchasers are advised that pursuant to terms of the an easement in favour of Enbridge and applicable laws governing Pipeline Safety Zones, if applicable, prior to any mechanical excavation being undertaken within the lands subject to such easement and/or the Southern Safety Zone Lands and/or the Norther Safety Zone Lands, Enbridge must be advised of such work. Such notification shall be deemed to have been made by providing notice through "Ontario One Call" at 1-800-400-2255 (or such replacement number as may be designated from time to time by public notice). For full details respecting Enbridge's rights, all applicable laws, rules, regulations, and/or ordinances must be reviewed and/or consulted.

TREES

31) The landscaping plans for the Condominium, which include the location of street trees, are subject to the approval of the Municipality, and the final location for street trees may change. Purchasers are advised to contact the Municipality for further details.

32) The Municipality will carry out street tree planting on the Site and determine the species and location for each tree.

GRADING AND LOT DRAINAGE

33) The Purchaser, Corporation, Owners and the Owner's Responsible Parties are absolutely prohibited from altering the grading and/or drainage patterns established by the Declarant, and subject to the provisions of the proposed Declaration, By-laws and Rules of the Condominium in force from time to time, shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the Common Elements (including any portion of the unpaved municipal road allowance adjacent to the Condominium).

34) There is an approved grading plan and that the purchaser agrees not to alter any lands in a way that would conflict with the approved grading plan without approval from the City of Hamilton to the satisfaction of the Senior Director of Growth Management.

35) The Vendor reserves the right notwithstanding the closing of the Transaction, to enter upon the Purchased Unit or the Common Elements for a period of one (1) year after the Closing Date, or until the expiration of the maintenance period for the works set out in the Subdivision Agreement applicable to the Site, whichever date is later, to alter the Site's grading to comply with the Plot Plan approved by the Director of Building Division for the said Purchased Unit;

36) In the event that the roof leaders are not connected to the storm sewer:

(a) the Purchaser acknowledges, agrees and understands that there are continuing grading obligations and requirements applicable to the Purchased Unit and the Site.

(b) as roof leaders from the Purchased Unit situated within the Site are not connected to the storm sewers, the Transferee acknowledges, agrees and understands that there is an obligation and responsibility on the part of the Transferee and/or the Corporation to maintain the Municipality's requirements with respect to Final Grading of the Site in accordance with the City's Lot Grading Policy and the grading plans approved by the City, for the Site;

(c) rainwater from roof leaders shall discharge directly onto splash pads, at a distance of no less than 0.6 meters away from any building face, enter onto only a grassed or landscaped area;

(d) rainwater from roof leaders shall not, under any circumstances, discharge onto a sidewalk or a driveway, as may be defined by the Municipality;

(e) the Transferee shall not interfere with the final lot grading of the Site as shown on the Grading Plan approved by the Municipality. In the event that the Transferee breaches this covenant, as determined by the Municipality, the said Transferee shall carry out, at his/her expense, such work as may be necessary to correct such interference and shall restore all damaged property to its original condition as determined by and to the satisfaction of the Municipality.

37) The Purchaser acknowledges that it is aware of and shall comply with all provisions of the Subdivision Agreement dealing specifically with grading.

38) The Purchaser acknowledges the location of rear yard catch basins within the Site, if any, and that the owner of a Unit with a rear yard catch basin and/or the Corporation is responsible for the operation and maintenance of the rear yard catch basin on that Unit and that the owner of the Unit agrees not to interfere, alter, change or remove the catch basin or its connection to the City's main sewer.

39) The Purchaser acknowledges that the Purchased Unit may have a rear yard catch basin upon it.

BALCONIES/TERRACES/PORCHES/ROOFS

40) The balcony(ies), terraces and/or porches appurtenant to Residential Units, if any, may from time to time be occupied and/or utilized, and/or have equipment temporarily attached by the Declarant, the Corporation and/or anyone authorized by the Corporation for the purpose of inspection, repair, replacement and/or cleaning of the windows, window systems, façade of the Condominium or nearby structures, and to affix exterior marketing banners or signs (including without limitation, a davit arm and appurtenant cables, utilized to affix a swing stage or window washing scaffolding and/or similar equipment, mechanisms or apparatus). The Owner and the Owner's Responsible Parties shall co-operate with the Declarant, the Corporation and/or anyone authorized by the Corporation for such occupation and/or use of the balcony(ies), terrace(s) and/or porch(es) appurtenant to its Residential Unit.

41) Snow may accumulate on terraces, balconies and/or porches.

AMENITIES

42) Most of the amenities associated with the Condominium may not be available during the occupancy period and may not be available until that date which is up to nine months after the date of registration of the Condominium. Purchasers acknowledge that they shall not be entitled to any reduction of occupancy license fees or common expenses as a result of the foregoing.

PARKING

43) Any parking garage included in the Purchased Unit purchased by the Purchaser may not be a standard sized parking unit pursuant to the applicable municipal by-laws. The Declarant shall not be responsible if the Purchaser's motor vehicle cannot be accommodated within the parking garage purchased and assigned by the Declarant.

44) Any Units purchased by the Purchaser and assigned by the Declarant may be obstructed due to intrusion and existence of pipes, ducts, columns, beams, bulkheads etc. and the Declarant shall not be responsible if the Purchaser's motor vehicle cannot be accommodated within the parking garage purchased and assigned by the Declarant or if certain of the Purchaser's personal items cannot be accommodated within any units purchased and assigned by the Declarant.

45) Any Units purchased and assigned by the Declarant may be located some distance away from elevators, doors and may not be in a well-lit area.

46) On-street, public parking in the surrounding neighbourhood will be limited and cannot be guaranteed in perpetuity. Garage space for this unit is provided and intended for the purposes of parking a vehicle. It is the owner's responsibility to ensure that their parking needs can be accommodated.

47) Purchasers are advised that the garage and visitor parking areas are intended solely for the parking of motor vehicles. It is the sole responsibility of the owner/tenant to ensure that their own parking requirements, including those of their guests or visitors, can be accommodated onsite. On-street parking may not be available and cannot be guaranteed in perpetuity.

RECYCLIN

48) In the event that the Condominium has arranged for municipal garbage removal, recycling of refuse may be required by the Municipality and residents will be required to sort refuse in accordance with the recycling requirements of the Municipality. In the event that the Condominium has arranged for private garbage collection, refuse and recyclable materials generated by the Condominium may be collected by a private refuse collection firm.

49) Purchasers are advised that garbage collection will be from communal bins and the Purchaser is required to transport his/her garbage and/or recycling to such communal bin or other designated area.

50) Purchasers are advised that municipal waste collection services will not be provided by the City for this development. All Dwelling Units within the development will be serviced by private waste collection, and as such, may be subject to additional and ongoing costs associated with private waste management services

BUILDER'S RISK AND/OR COMPREHENSIVE LIABILITY INSURANCE

51) The Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will not cover any betterments or improvements made to the Residential Unit, nor any furnishings or personal belongings of the Purchaser, Owner or other residents of the Residential Unit, and accordingly the Purchaser shall arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense.

FLOORING

52) Laminate, solid hardwood or engineered wood flooring (if any) in Residential Units may absorb excess moisture under humid conditions and release its normal moisture content under excessively dry conditions. Such flooring will naturally swell during the humid season and will shrink when heat is applied. The Declarant will not be responsible for any swelling or shrinkage cracks resulting from excessive humidity or excessive dryness within the Residential Unit. When the heating system is not in use during late spring, summer and early fall, the Declarant strongly recommends that the Purchaser use a dehumidifier in the Residential Unit. Correspondingly, when the heating system is on during the late fall, winter and early spring, the Declarant strongly recommends the use of a humidifier system within the Residential Unit. The Purchaser takes full responsibility for any damage to the flooring as a result of its failure to mitigate air quality conditions as herein set out.

RE-ENTRY

53) The Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Corporation shall be permitted to enter the Residential Unit after the Interim Occupancy Closing and the Final Closing Date, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Corporation to inspect the condition or state of repair of the Residential Unit and undertake or complete any requisite repairs thereto (which the Owner of the Residential Unit has failed to do) in accordance with the Act.

MOVE IN TIME

54) The Declarant cannot guarantee and will not be responsible for the arrangement of a suitable move in time (if applicable) for the purpose of accommodating the Purchaser's occupancy of the Residential Unit and the Purchaser shall be solely responsible for directly contacting the Declarant's customer service office or manager in order to make suitable booking arrangements if required. The Purchaser shall not be entitled to any claim, refund, credit, reduction, abatement or set-off whatsoever against any portion of the Purchase Price or against any portion of the common expenses or any other adjustment with respect thereto as a result of the unavailability of move in times.

55) Some Residential Units may be completed by the Declarant, and ready for occupancy in advance of the completion and occupancy of other Residential Units in the Condominium. Purchasers acknowledge that the standard form Agreement of Purchase and Sale requires that each purchaser shall complete the occupancy closing of his Residential Unit and commence payment of the occupancy fee as of the date on which the Residential Unit is certified by the Municipality as being ready for occupancy notwithstanding that the remainder of the Condominium may be incomplete.

GENERAL

56) The wires, cables and fittings comprising the cable television system or any other communication services servicing the Condominium may be owned by the local cable television supplier. The wires, cables, meters, transformer or energizing boxes comprising the hydro system servicing the Condominium may be owned by a utility or private company supplying hydro.

57) The Declarant reserves the right to remove reference to any number when assigning Residential Unit numbers.

58) The total number of Units and Visitor Parking Spaces may change, and the legal description and Unit number identifying Residential Units may be changed by the Declarant in its sole, subjective and unreviewable discretion.

59) Purchasers of Units overlooking any roof area are advised that there may be mechanical equipment and systems located on the roof.

60) Safety regulations require that emergency generators be tested regularly and as a result, diesel fumes from the operation of the emergency generator (if any) may be noticeable from time to time.

61) It is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium approval, certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that on written request by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the requirements of the governmental authorities and that if requested by the Declarant, the said requirements shall be incorporated into and form part of this Agreement and the Purchaser shall accept the same without in any way affecting this Transaction.

62) The documents accompanying the Disclosure Statement are in draft form only and any changes to such documents shall not be a material amendment to the Disclosure Statement if the sole function of such amendment is to implement changes contemplated as a possibility in the Disclosure Statement.

63) The Declaration and By-Laws of the Condominium shall provide that, in the event of any dispute between the Condominium and the Declarant, the parties shall be obligated to mediate the dispute by following the procedures prescribed by the proposed By-Laws included in the Condominium Documents.

64) No antennae, either television or radio transmitter or receiver, shall be erected on any building, structure or lot as long as there is a commercial cable service available.

65) The Declarant reserves the right to access the Common Element areas and Exclusive Use Common Element areas of the Condominium for marketing relating to the sale of units in any future developments by the Declarant or its Related Parties in the vicinity. In this event, the Condominium shall have no right to charge any rent, license, or other fee. The Declarant shall be responsible for all reasonable insurance, property management and cleaning costs.

66) The ceiling height may differ amongst Units and ceiling heights within the Unit may be either higher or lower shown in any feature list or other materials.

67) Purchasers and tenants are hereby put on notice that telephone and telecommunications facilities and services are authorized by the Canadian Radio-television and Telecommunications Commission (CRTC) under the Telecommunications Act, and as such these services may be provided by telecommunication carriers other than the traditional carriers for such services. Purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.

68) Any deficient, outstanding or incomplete construction items or related matters relating to the Development, Corporation or Condominium shall only be dealt with through the process established for and administered by Tarion Warranty Corporation or any successor organization.

69) The Vendor and/or Persons affiliated, associated or related to the Vendor shall retain ownership, control and the right to use all names, logos, sketches, images, plans, artist renderings, and scale models associated with the Condominium. The Vendor and/or Persons affiliated, associated or related to the Vendor shall be permitted to use same in any Marketing Materials or in any other manner as the Vendor and/or Persons affiliated, associated or related to the Vendor may deem appropriate at any time before or after the registration of the Condominium.

70) Purchasers are advised that each Unit is subject to municipal property tax assessment and the owner of such Unit shall, upon completion of assessment by the Municipality, receive a notice for payment of municipal property tax back to the time of occupancy or registration of the Unit.

71) Purchasers are advised that the Site is located next to lands which may be developed in the future for residential or commercial or industrial uses, including without limitation uses related to the local airport.

72) Purchasers are advised that the City of Hamilton will not be providing maintenance or snow removal service for the private condominium road.

SIGNAGE

73) The Declarant reserves the right to install signs on any part of the Common Elements. The Declarant, in its sole, subjective and unreviewable discretion, shall have the right to determine the design, message and locations of such signage. In addition to the Declarant's rights expressed above, the Declarant reserves the right to unitize any area in which a sign is located. In this event, the Declaration shall contain a provision which states that the owner of the sign unit, together with its employees, agents, contractors and invitees, shall at all times have the right to access the common elements of the Condominium for the purpose of inspecting, maintaining and repairing the sign unit. Only in the event that the sign area is unitized and the Declarant retains ownership of such sign, shall the Declarant pay for utilities consumed by the sign and the Declarant shall be responsible for maintaining and repairing the sign at its sole cost and expense. In no event shall the Condominium charge the Declarant for the use of the space which any sign occupies nor shall the Condominium disconnect any sign from the building's power supply, regardless of whether the sign is unitized or part of the common elements. The Declarant shall have the right to assign, license, transfer or otherwise convey its signage rights (in whole or in part) to any third party without notice to or consent from the Condominium. If any signage relates specifically to the Condominium, the development of the Condominium or the Development, then the Declarant shall have the right in its sole, subjective and unreviewable discretion to designate such signage as part of the common elements and, in this event, the Condominium shall be responsible for all costs associated with operating, maintaining and repairing such signage.

MAIL DELIVERY

74) Purchasers are advised that home/business mail delivery will be from a designated community mailbox, and the Development may be subject to easements in favour of Canada Post. The exact location of the community mailboxes may be depicted in display maps located in the sales office, or may be available from the Vendor.

TRANSIT SYSTEMS

71) The Purchaser specifically acknowledges the proximity of the Development to the local transit system.

AIR QUALITY

72) The Purchaser is advised that this property is in proximity to an existing industrial/commercial facility which may, at times, generate nuisance odours.

Schedule "E" - OCCUPANCY AGREEMENT (the "Occupancy Licence")

1. The transfer of title to the Purchased Property shall take place on the Closing Date, upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.

2. Provided that all of the payments required to be paid by the Purchaser pursuant to the Agreement and payments for Extras (if required by the Vendor) have been made, the Vendor grants to the Purchaser a licence to occupy the Purchased Property from the Occupancy Date.

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

4. Occupancy Fee

   (a) The Purchaser shall pay to the Vendor the Occupancy Fee on the first day of each month in advance commencing on the Occupancy Date and payable on the first day of each of the next succeeding months during the term of such occupancy until the Closing Date, at which time any prepaid Occupancy Fee shall be adjusted. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month in which the Occupancy Date occurs (the Occupancy Date to be for the account of the Purchaser). THE PURCHASER ACKNOWLEDGES THAT THESE OCCUPANCY PAYMENTS WILL NOT BE CREDITED TO NOR APPLIED ON ACCOUNT OF THE PURCHASE PRICE.

   (b) The Occupancy Fee shall be calculated by the Vendor in accordance with the provisions of the Act and may be revised by the Vendor, from time to time, and at any time or times, based on revised estimates of the items which may lawfully be taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee or the unpaid balance thereof forthwith upon demand from the Vendor, and such unpaid balance may be reflected in the Statement of Adjustments on Closing. The Occupancy Fee shall be calculated in accordance with Section 80(4) of the Act and shall not be greater than the total of the following amounts: (1) interest calculated on a monthly basis on the unpaid balance of the Purchase Price at the prescribed rate. The prescribed rate of interest is the rate of interest that the Bank of Canada most recently reports as the chartered bank administered interest rate for a conventional one year mortgage as of the first of the month in which the Purchaser assumes interim occupancy or such other prescribed rate; (2) an amount reasonably estimated on a monthly basis by the Vendor for municipal taxes attributable by the Vendor to the Purchased Property; and (3) the projected monthly Common Expense contribution for the Purchased Property.

   (c) The Purchaser shall pay the monthly Occupancy Fee during the period of time from the Occupancy Closing until the Final Closing.

5. The Purchaser shall on or before 4:00pm on the Occupancy Date:

   (a) pay to the Vendor, the sum stipulated to be paid on the Occupancy Date in Page 1 of the Agreement, in the manner as provided for in the Agreement;

   (b) deliver a clear and up-to-date execution certificate dated the Occupancy Date in respect of the Purchaser(s)' name(s) from the Land Titles Office or Sheriff's Office in the judicial district in which the Purchased Property is situated or provide the Vendor's Solicitors with such other information or documentation as may be required to satisfy the Vendor's Solicitors, in its sole, absolute and unfettered discretion that the Purchaser is not the same person as any particular execution debtor named in any particular execution on file in the said offices;

   (c) execute and deliver to the Vendor any directions, acknowledgements, assumption agreements and all other documents required by the Vendor pursuant to the Agreement, in the same manner as if the Closing of the Transaction was taking place at the time required by the Vendor, from the Purchaser, in order to close this transaction;

   (d) deliver to the Vendor, 12 post-dated cheques or such lesser or greater number as may be required by the Vendor, or a pre-authorized debit form together with a void cheque, for the Occupancy Fee;

   (e) if required by the Vendor, pay to the Vendor, as a reimbursement to it, HST for the chattels included in the Purchase Price. The Vendor shall in its sole, absolute, and unfettered discretion allocate the value of such chattels; and

   (f) insurance binder in accordance with this Occupancy Licence;

6. The Purchaser covenants and agrees that:

   (a) the Purchaser shall deliver to the Vendor and the Vendor's Solicitors at least 60 days prior to the Occupancy Date contact information for the Purchaser's solicitor including the solicitor's name, address, and telephone number;

   (b) the Purchaser shall not be entitled to access to the Purchased Property prior to the Occupancy Date without the written consent of the Vendor, which may be unreasonably and arbitrarily withheld;

   (c) the Purchased Property shall be used for residential purposes by the Purchaser in accordance with the terms of this Occupancy License, the Agreement, the proposed Declaration, and By-laws and Rules and for no other purpose;

   (d) the Purchaser shall maintain the Purchased Property in a clean, tidy and good condition, and shall not make alterations of any nature or kind whatsoever, without the prior written approval of the Vendor, which approval may be arbitrarily and unreasonably withheld, and the Purchaser further agrees to indemnify and save harmless the Vendor from all Costs as a result of the Purchaser's breach of this covenant;

   (e) the Purchaser shall not have the right to advertise, lease, rent, offer to lease, offer for occupation, assign his interest in the occupancy of the Purchased Property or any right therein, or otherwise part with possession of the Purchased Property, and shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence and the Agreement without the Vendor's written consent pursuant to Section 10.5 of this Agreement, which consent may be arbitrarily withheld. The Purchaser acknowledges that the Vendor shall be entitled at its sole and unfettered discretion to charge an administrative fee each time the Vendor consents to a sublet or assignment of the Occupancy Licence during Interim Occupancy;

   (f) the Purchaser shall, from the Occupancy Date, assume sole responsibility to the absolute exoneration of the Vendor for all rental equipment, utilities, including without limitation, hydro-electric, heating costs, water charges, telephone expenses, cable TV charges and other charges and expenses which are separately metered, sub-metered, or billed or intended to be billed directly to the Purchaser as owner of the Purchased Property by the supplier of such services, attributable to the Purchased Property, save and except if same is included as a proposed Common Expense;

   (g) (1) the Vendor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Development or damage to property of the Purchaser or of others located on or in the Development, nor shall it be responsible for loss of or damage to any property of the Purchaser or others from any cause whatsoever, even if any such death, injury, loss or damage results from the negligence of the Vendor, its agents, servants or employees, or other persons for whom it may in law be responsible. Without limiting the generality of the foregoing, the Vendor shall not be liable for any injury or damage to persons or

property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Development or from the pipes, appliances, plumbing works, roof, or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. The Vendor shall not be liable for any such damage caused by other owners, occupants, tenants, invitees or any other person on the Development or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Purchaser kept or stored on or in the Development shall be so kept or stored at the risk of the Purchaser only and the Purchaser shall indemnify the Vendor and save it harmless from and against any claim arising out of any damages to the same, including without limitation, any subrogation claims by the Purchaser's insurers; and

(2) notwithstanding any other terms, covenants and conditions contained in this Agreement, the Purchaser shall protect, indemnify and hold the Vendor harmless from and against all Costs, in connection with loss of life, personal injury, damaged property or any Costs whatsoever arising from or out of this Agreement, or any occurrence in, upon, at or in the Development, or the occupancy or use by the Purchaser of the Development, or occasioned wholly or in part by any act or omission of the Purchaser or by anyone permitted to be on the Development by the Purchaser, even if the Vendor, or its invitees, tenants, contractors, licensees, servants, agents, employees or others for whom it is in law responsible has acted negligently. The Purchaser agrees that should the Vendor elect to repair, replace or redecorate all or any part of the Real Property or the Development as a result of the Purchaser's neglect, damage or use of the Real Property or Development, the Purchaser will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs, redecoration or replacement shall be at the sole, absolute and unfettered discretion of the Vendor, and such costs may be added to the Purchase Price. If the Vendor shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then the Purchaser shall protect, indemnify, and hold the Vendor harmless and shall pay all Costs;

(h) in the event of damage to the Development during the period of occupancy, it is understood and agreed by the parties hereto, that the provisions of Section 14.1 of the Agreement shall apply. The Vendor shall not be liable for any fees, costs, charges, expenses, fines, interest, penalty, claims, actions, injuries, liabilities, damages and losses whether indemnified against or not, sustained, suffered, incurred, paid or payable, directly or indirectly by the Purchaser thereby as a result of such damage. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone;

(i) the Purchaser shall be allowed to remain in occupancy of the Purchased Property pursuant to the provisions of this Occupancy Licence provided the terms of this Agreement and in particular the provisions of this Occupancy Licence have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of this Occupancy Licence, the Vendor in its sole, absolute and unfettered discretion and without limitation of any other rights or remedies provided for in this Agreement or in law may revoke the occupancy granted to the Purchaser pursuant to this Occupancy Licence, whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Purchaser acknowledges and agrees that in the event this Agreement is terminated, other than by a successful closing pursuant to this Agreement, the Purchaser shall forthwith vacate the Purchased Property without further notice except the notice that the Agreement has been terminated. If the Purchaser fails to give up vacant possession upon revocation of the occupancy provided for herein, the Vendor may take whatever steps it deems necessary to obtain vacant possession, and the Purchaser shall reimburse the Vendor fully for all Costs; and

(j) the Purchaser acknowledges that the Vendor's fire insurance policy on the Purchased Property will not cover any improvements or possessions of the Purchaser made by or on behalf of the Purchaser. The Purchaser agrees that it shall on or before the Occupancy Date, provide the Vendor with proof of the Purchaser's own liability and contents insurance.

Schedule "F" - ACKNOWLEDGEMENT AND CONFIRMATION

The undersigned Purchaser(s) hereby acknowledges and confirms receipt of a copy of the documents listed below, in the referenced formats:

1. In Paper/Hard Copy, Electronic/Portable Document Format (.pdf), recorded on a CD-Rom or USB key, or available for download from a webpage (as the case may be), the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser(s);
2. In Paper/Hard Copy, Electronic/Portable Document Format (.pdf), recorded on a CD-Rom or USB key, or available for download from a webpage (as the case may be) of the following documents:
   - (i) Disclosure Statement Table of Contents
   - (ii) Disclosure Statement

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

For purposes of Section 73(2) of the Act, the 10-day rescission period shall commence on the date set forth below.

In the event that the transaction contemplated in the Agreement of Purchase and Sale is terminated for any reason whatsoever, the undersigned undertakes to forthwith return the above documentation to the Vendor's Solicitor at the undersigned's sole cost and expense.

DATED this _____ day of _____, 20____.

_____	_____
Witness (as to all signature of the Purchaser(s))	Purchaser
Name:	
	_____
	Purchaser

Schedule "G" – SITE PLAN

[to be inserted]

Schedule "H" – PURCHASE OF AN INTEREST IN A COMMON ELEMENTS CONDOMINIUM

1. In addition to purchasing the Dwelling, the Purchaser hereby agrees to purchase a common interest in the Condominium as more particularly described in the Condominium Documents on the terms and conditions set out in this Schedule, and such common interest shall be owned in common with all POTL Owners as tenants in common, in each POTL Owner's Proportionate Share.

2. The Purchase Price for the common interest in the Condominium is One ($1.00) Dollars which is payable on the Closing Date.

3. There is no deposit payable by the Purchaser for the purchase of the common interest in the Condominium.

4. The Purchaser agrees to accept title subject to the Condominium Documents notwithstanding that same may be amended or varied from the proposed condominium documents provided to the Purchaser and acknowledges that upon receipt of a Transfer/Deed to the Dwelling, the common interest in the Condominium cannot be severed from the Dwelling upon any subsequent sale of the Dwelling.

5. All costs associated with operating, maintaining, repairing, replacing, and administering the Common Elements shall form part of the Common Expenses of the Common Elements Condominium payable by the POTL Owners in their Proportionate Share.

6. The Vendor's proportionate amount of the common expenses attributable to the Dwelling shall be apportioned and allowed to the Closing Date.

7. The Purchaser acknowledges that the Condominium and the purchase of a common interest in the Condominium Corporation is not warranted by the Ontario New Home Warranties Plan Act.

8. The Purchaser acknowledges that the common elements of the Condominium will be constructed to standards and/or the requirements of the Municipality. The Purchaser covenants and agrees that the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Condominium to conform with any municipal requirements related to official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, or municipal site plan approval. Such changes may be to the plans and specifications existing at inception of the Corporation or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales brochures or otherwise. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such changes, variances, modifications or alterations and agrees to complete the sale notwithstanding any of the same.

9. The Purchaser covenants and agrees to deliver to the Vendor, if so requested on Closing, a series of twelve (12) post-dated cheques or a pre-authorized debit form, for amounts estimated by the Corporation to be payable to the Corporation for payments due on account of Common Expenses for the Condominium for the ensuing 12 month period.

10. The Vendor, or any person authorized by it, shall be entitled at all reasonable times, on reasonable notice (except in the case of an emergency or perceived emergency, in which event the Vendor shall have immediate entry onto the Purchased Property, to enter the Purchased Property in order to make inspections or to do any work or repairs therein or thereon which may be deemed necessary by the Vendor in connection with the completion, rectification or servicing of any installation in the Purchased Property and such right shall be in addition to any rights and easements created under the Act.

11. The Purchaser acknowledges that the Common Elements shall be maintained by the Common Elements Condominium and not by the Municipality. The Common Elements Condominium shall solely be responsible for operation, maintenance, and repair of the Common Elements.

12. The Purchaser acknowledges that realty taxes for the Purchased Property shall be determined based on assessed value. Realty taxes may not be lower as result of the fact that the Common Elements are operated, maintained, and repaired by the Common Elements Condominium rather than by the Municipality.

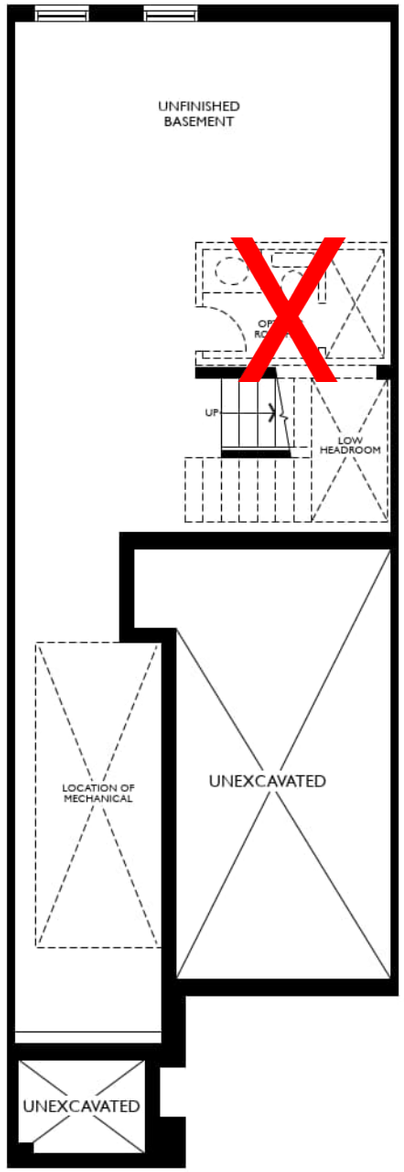
Schedule TARION – TARION STATEMENT OF CRITICAL DATES AND ADDENDUM

TWO STOREY COLLECTION	3
	2.5

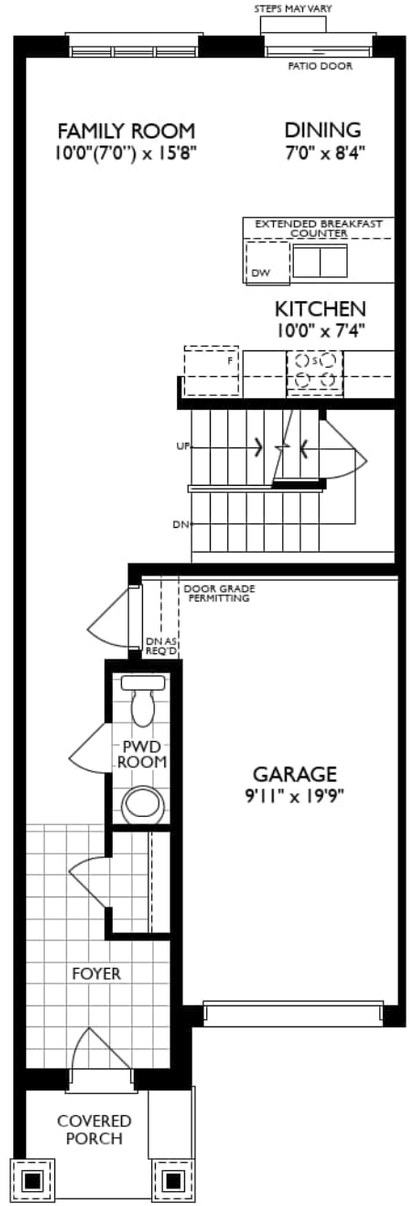
FIREFLY

ELEV. A - 1,469 SQ. FT.

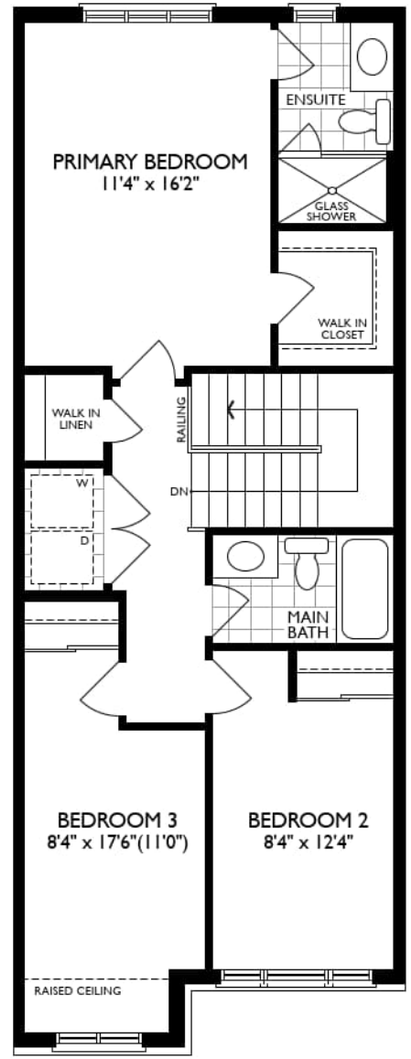
SCHEDULE 'B' – DIAGRAM OF THE DWELLING



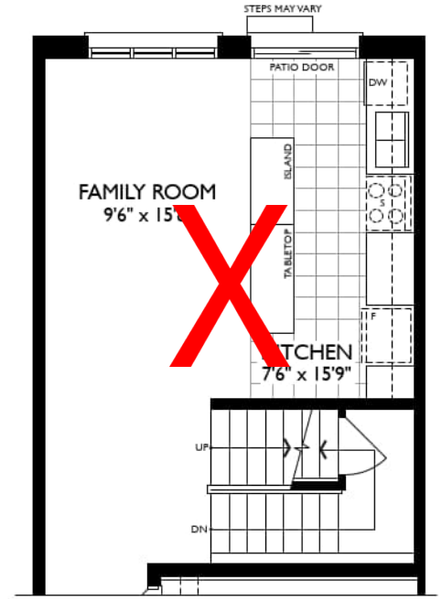
LOWER LEVEL
ELEV. A



MAIN LEVEL
ELEV. A



UPPER LEVEL
ELEV. A



OPT. KITCHEN
PARTIAL MAIN LEVEL
ELEV. A

REAR UPGRADE
PARTIAL UPPER LEVEL
ELEV. A

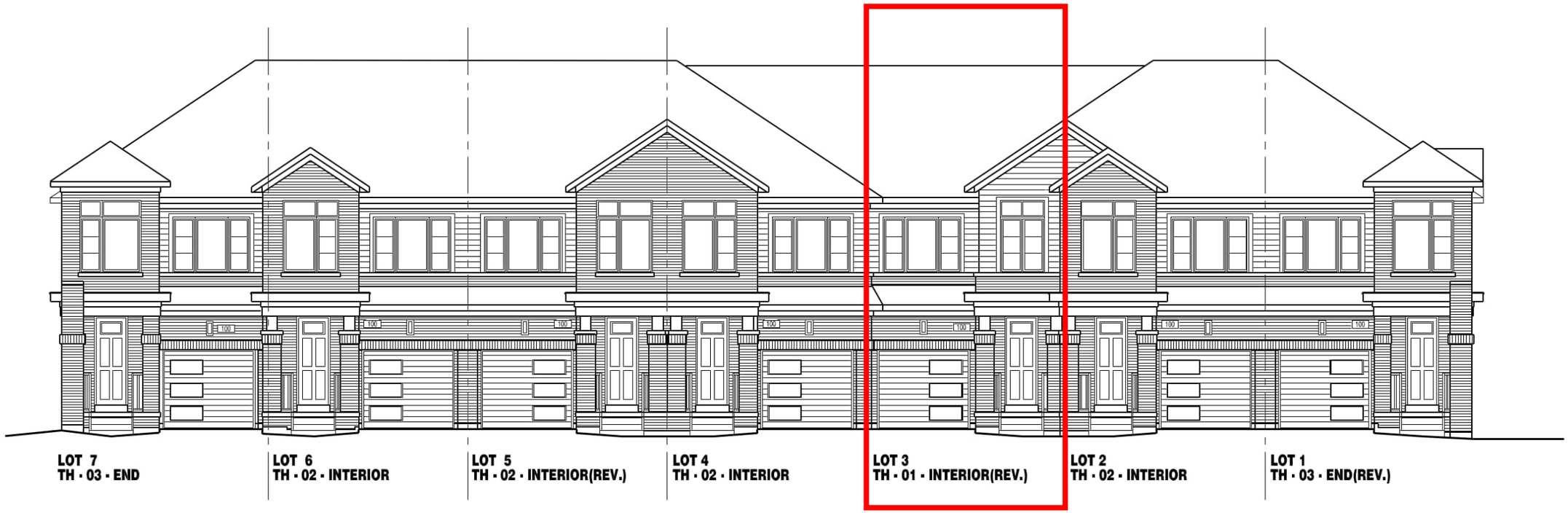
MOUNT HOPE BY CACHET

Dimensions, specifications, layouts, window sizes, and materials are approximate only, may vary, and are subject to change as provided in the Agreement of Purchase & Sale. All representative square footages include applicable finished lower level and open to below and above areas. Square footage varies according to architectural style. Plans may be reversed. Illustrations are artist's concept. E.&O.E. 09/23 TH-01

CACHET

CACHET

SCHEDULE 'B-1" – ELEVATION OF THE DWELLING



BLOCK 1
ELEVATION 'A'

Materials, specifications, and floor plans are subject to change without notice. All renderings are artist conceptions. Railings on front porch only where required by O.B.C.. Number of steps may vary and are subject to final grading and municipal approval. All floor plans are approximate dimensions. Actual usable floor space may vary from the stated floor area. E. & E.O. Square footage Includes 0 sq. ft. of open space.

Schedule "C" – Features and Finishes

QUALITY CONSTRUCTION AND EXTERIORS

1. Architecturally inspired exterior elevations which may include genuine clay brick, brick detailing, precast sills as well as horizontal or vertical siding, shaker style siding and accents, aluminum horizontal siding, decorative painted panels, and trim as per elevations
2. Ground level side and rear walls are brick cladding with upper-level horizontal cladding, as per elevation.
3. Prefinished siding, soffits, fascia, eavestroughs, and downspouts, as per elevation.
4. All exterior colour packages are preselected and architecturally controlled.
5. Self-sealing limited lifetime roof shingles (manufacturer's limited warranty), and Metal standing seamed roofing as per elevation.
6. Featuring wood framed wall construction, with tongue and grooved sub-floor sheathing. Floors are glued, sanded, and fastened with screws.
7. Poured concrete lower-level walls, with dam-proofing drainage membrane.
8. The home is fully insulated with the use of either fiberglass or mineral wool and energy efficient spray foam insulation where required and in accordance with The Ontario Building Code Specifications. Spray foam insulation is used to seal all windows and doors to prevent air infiltration.
9. Covered front porches or porticos or architectural entry details with poured concrete porch slab (as per applicable plan and elevation). Aluminum Railings only where required by grade.
10. All windows are energy efficient Low e/argon, semi maintenance free colour matched vinyl casements. (Fixed and operating panes, colours are predetermined). Weather stripping and screens on all operable windows.
11. White vinyl thermal pane in lower level, complete with screens. (as per applicable plan).
12. Contemporary style metal insulated front doors with glass door lights (as per applicable elevation), with front door grip set and security dead bolt.
13. Exterior sliding patio door to rear yard or balcony (as per applicable plan).
14. All exterior doors and windows are fully caulked for energy conservation and draft prevention.
15. Garage access door to interior as per applicable plan and installed only if grade permits.
16. Where required, foyer or mud room floors may be sunken to accommodate lot grading conditions.
17. Pre-finished steel garage doors(s) with pre-finished vinyl garage door frame(s), as per applicable elevation.
18. Garage walls and ceilings of habitable areas are drywalled and taped (concrete and block areas excluded, drywall not sanded or painted).
19. Decorative addresses. Plaque or Stone.
20. Two exterior water taps, one at garage and one at rear yard (front entry porch for rear lane towns)
21. Exterior waterproof electrical outlets on covered porches, rear yard, or main floor balcony, as per applicable plan.
22. Fully graded and sodded lot in accordance to the requirements set out by the municipalities. approved lot grading plan.
23. Patterned precast concrete slabs to exterior door landings complete with precast step(s) (as per applicable elevation and required by grading).
24. A two staged Asphalt Paved Driveway (Basecoat and Topcoat approximately 1 year after Basecoat). Purchaser shall pay for the Topcoat as an adjustment on Closing.
25. Where rear deck conditions are required at rear patio door due to grading the purchaser will receive a pressure treated wood deck with stairs to grade included in the applicable premium.
26. Where look-out basement conditions are required due to grading the purchaser will receive a pressure treated wood deck from the main level rear patio door with stairs to grade, and vinyl casement windows in the rear lower level included in the applicable premium. (Window sizes are determined by Cachet Homes).

INTERIOR FINISHES

27. 9-foot-high ceilings on ground floor and main level and 8-foot-high ceilings on upper level, except in sunken or raised areas, stairways and where there are raised, dropped or cathedral ceilings, as per plan
28. Contemporary $^{+/-}$ 2 ¾" casings and + /- 4" baseboards
29. Interior door hardware lever type in Brushed Nickel.
30. Primary ensuite, powder room and bathroom doors include privacy locks.
31. All interior walls are painted in a choice of 1 colour throughout from builder's standard colour selections. All paints used are latex finish. All interior doors and trim to be painted with white semi-gloss paint.
32. Smooth ceilings in kitchen, powder room, laundry room and all bathrooms. Sprayed stipple ceiling with +/- 4" smooth border in all other rooms and areas.
33. Townhomes to receive staircases with oak stringers in a natural varnished finish and carpeted treads and risers from ground to main level and main to upper level, as per plan.
34. Rear lane towns to receive staircases with oak stringers in a natural varnished finish and carpeted treads and risers from ground to main level (as per applicable plan).
35. Oak handrail in natural varnished finish complete 3- ½" square newel post and 1-$^{5}/_{16}$" oak spindle in natural varnished finish.
36. Imported ceramic tiles (13"x13") in foyer, main hall, powder room, kitchen, breakfast room, all bathrooms, finished laundry room areas and mud rooms (as per applicable plan).
37. Designer selected quality laminate flooring, on main level excluding tiled areas, as per applicable plan.
38. 40oz. broadloom with cushion under-pad to on upper-level hallway, staircases, landings, bedrooms, closes and ground level (excluding tiled and unfinished areas). Purchasers' choice of 1 colour throughout from Vendors standard samples (as per applicable plan).
39. Closet shelving installed in all closets.

KITCHEN FEATURES & FINISHES

40. Extended height upper Kitchen cabinets in a selection of door styles and finishes and one (1) bank of drawers.
41. Choice of 2cm Quartz countertop from vendors standard samples.
42. Two-speed exterior 6" vented stainless steel hood fan over stove.
43. Double stainless-steel undermount sink with single lever pull out spray faucet.
44. Open under-counter space for dishwasher complete with, rough-in for electrical and plumbing.
45. Convenient flush extended breakfast bar (as per applicable plan).
46. Servery with base and upper cabinets and/or pantry (as per applicable plan).

BATHROOMS FINISHES

47. Bathroom vanities in a selection of door styles and finishes with Laminate countertops.
48. Choice of 13"x13" imported ceramic tile flooring and choice of 8"x 10" imported ceramic wall tiles in shower and tub enclosures. Ensuites with separate tub to have matching 13"x13" floor tile on tub skirt, deck and one row in height surrounding tub (as per applicable plan).
49. White bathroom fixtures in all bathrooms.
50. Primary Ensuite stand up shower features a chrome trim separate glass shower enclosure with door, waterproof pot light and marble threshold. Ceramic tile on walls and ceiling with semi-white mosaic type ceramic flooring.
51. Chrome accessories including towel bar, toilet tissue roll and shower soap dish in all bathrooms.
52. White water saving toilets in all bathrooms.

CACHET

Schedule "C" – Features and Finishes

53. Posi-temp pressure balanced tub and shower faucets.
54. Elegant white pedestal sink in powder room, as per applicable plan.
55. Over vanity mirrors with strip light fixtures in all bathrooms.
56. Exhaust fans in all bathrooms.
57. Single lever faucets to all bathroom basins and pedestal sink.
58. Shut off valve to all faucets.
59. Acrylic bathtubs in bathrooms (as per applicable plan).

LAUNDRY ROOM FINISHES

60. White laundry base cabinet for laundry tubs in finished laundry areas with single basin acrylic laundry tub, complete with faucet as per applicable plans. Laundry tubs in lower or ground level unfinished areas are free standing without base cabinetry, as per plan.
61. Recessed hot and cold laundry connections with in-wall drain for future washer.
62. Separate electrical outlets for future washer and dryer.
63. Dryer vent rough-in to exterior.

MECHANICAL, ELECTRICAL AND NATURAL GAS COMPONENTS

64. Forced Air Heating System.
65. Heat Recovery Ventilator (HRV), basic install.
66. Energy saving Programable Thermostat.
67. Flow through style humidifier to assist with balancing humidity levels.
68. High efficiency gas operated power vented hot water heater. Rental unit. (Purchaser to sign rental agreement prior to possession.
69. 100-amp electrical sCahrice breaker panel in Townhomes with copper wiring throughout in accordance with ESA and OBC requirement.
70. Standard light fixtures provided throughout (except living and dining room).
71. Switch controlled receptacle in living room and capped outlet in dining room ceiling (as per applicable plan).
72. Automated smoke and carbon monoxide detectors (as per Ontario Building Code).
73. Electric door chimes at front door.
74. Electrical ceiling outlet for future garage door opener and light in garage.
75. White Decora light switches and electrical outlets throughout.
76. Electrical receptacle with integrated USB port in kitchen.
77. 220-volt outlet for stove.
78. Electrical counter outlets for small appliances at counter level
79. Ground fault interceptor protection in all bathrooms and powder room.
80. Polyethylene (PEX) water supplies and ABS drains.
81. Pre-wiring for Date (4) CAT 5e and (2) telephone cables.

GENERAL FEATURES AND WARRANTIES

82. Cachet Homes has been building homes of the highest quality for over 40 years and offers a complete customer service program.
83. The Tarion Warranty Program offers:
    i. Seven (7) Year protection on structural defects*
    ii. Two (2) Year protection on mechanicals and materials including electrical, - plumbing, heating and distribution systems, all exterior cladding, windows, and doors*
    iii. One (1) Year protection on workmanship and material defects*
84. Cachet Homes shall provide all warranties offered by its reputable component suppliers for roofing, hardware, electrical, plumbing, heating, cooling, and mechanical systems, including other key elements, as applicable.
85. The Purchaser acknowledges that any features, materials, or decorations contained in Cachet's sales office, marketing materials, artist renderings or model homes may include features, decorations, fixtures and chattels that are not intended to be included in the dwelling and such features, decorations, fixtures and chattels shall not be included in the dwelling or under this Agreement unless expressly provided for herein or in any schedules forming part of the Agreement.
86. The Purchaser acknowledges that wood grain, stone, porcelain, or marble finishes and other natural materials to be installed within the Dwelling may vary from Cachet's samples selected in texture, finish appearance and consistency due to the natural composition of these products and therefore agrees to accept all inherent cosmetic variations of such natural products. Should substitution of any colour or material selections specifically chosen by the Purchaser become necessary, the Purchaser will re-select such substitute material from Cachet's standard samples.
87. The Purchaser acknowledges that the specifications and finishes in home(s) located at Cachet's other projects may differ from the specifications in model homes and new homes being purchased at the project that is the subject of this Agreement. Cachet reserves the right to substitute materials with that of equal or better quality.
88. All interior selections will be made at Cachet's Décor Studio during business hours from Monday – Friday by private appointment. Cachet is pleased to provide a comprehensive décor service program to assist Purchasers in the selection of interior finishes. All interior selections will be made during a private appointment with a Cachet Décor Consultant where standard finishes can be selected, or optional upgrades are available for purchase during the private appointment.
89. All references to sizes, measurements, materials, construction styles, trade/brand/industry names or terms may be subject to change or variation within generally accepted industry standards and tolerances. Measurements may be converted from imperial to metric or vice versa and actual product size may vary slightly as a result. All references to features and finishes are as per applicable plan, model type or elevation, and each item may not be applicable to every home. Locations of features and finishes are as per plan or at Cachet's sole discretion.
90. Ceiling height may not be as outlined in the features and finishes list in some areas due to mechanical, electrical, plumbing, or structural requirements. As a result, some ceiling areas on each level may be lowered to accommodate those requirements. Some areas may be subjected to the use of bulkheads, boxes, archways or beams and Purchaser agrees to unconditionally accept any and all of the required bulkheads, boxes, archways or beams where so ever situated.

    Selection of all features and finishes where the purchaser is given the option to select the style and/or colour, shall be made from Cachet's predetermined standard selections

    *As stated by the Tarion Warranty's Construction Performance Guidelines

CACHET

Schedule "D" - WARNING CLAUSES

The Purchaser hereby unconditionally acknowledges that he/she is aware of the warning clauses and notices set out below and in this Agreement and any other schedules, and confirms that he/she does not object, in any manner whatsoever, to any of these matters, warning clauses and notices.

The Purchaser acknowledges that there may be errors or changes to the warning clauses and notices in this Agreement as the Development progresses.

The Purchaser acknowledges and agrees that there may be additional warning clauses and notices required to be inserted by Governmental Authorities which may relate to, inter alia, noise, odour, pollution, proximity of Condominium to major streets or public transit facilities, factories, vibration exposure and similar matters and/or to the matters described herein and such additions shall not be and shall not be deemed to be a material change.

The Purchaser hereby waives and releases any claims that the Purchaser may have against the Vendor with respect to the aforementioned matters, warning clauses, and notices and any additional matters, warning clauses or notices as referred to at a future date. The Purchaser acknowledges and agrees that the notices and warning clauses set out in this schedule and Agreement, and any additional notices and warning clauses may be registered on title to the purchased Dwelling and may be included in the proposed Declaration when registered, at the sole, absolute and unfettered discretion of the Vendor.

The Purchaser covenants and agrees that it will ensure that all of the notice provisions shall be included in any lease, sublease, or agreement of purchase and sale to any subsequent lease or purchaser, ad infinitum.

CONSTRUCTION

1) The Purchasers may be inconvenienced by ongoing construction activities relating to the Development and/or other construction and development activities relating to adjacent or other projects in the vicinity as the Development until construction has been completed.

SCHOOLS

2) Despite the best efforts of the local School Board and local Catholic District School Board (collectively, the "**Boards**"), sufficient accommodation may not be locally available for all students anticipated from the Condominium and that students may be accommodated in facilities outside the area, and further, that students may later be transferred. If bussing is provided by the Boards in accordance with the Boards' policies, students will not be bussed home or to school, but will meet the bus at designated locations in or outside of the area.

3) Unless the provincial funding model provides sufficient funds to construct new schools, there can be no guarantee or assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the development area notwithstanding any designation of a school site.

TRAFFIC & TRANSIT

4) There may be a high volume of traffic on the streets and highways located near the Condominium, which may affect the vehicular access to and from the Condominium.

5) There are bus routes located in close proximity to the Condominium which may result in high pedestrian and vehicular traffic.

6) In the future, there may be light rail transit, subways or other mass transit systems in close proximity to the Condominium which may result in high pedestrian and vehicular traffic.

7) Canadian National Railway Company or its assigns or successors in interest or its affiliated railway companies (collectively "CNR") has or may have a rights-of way or are the owners of lands within 300 metres from the land which is the subject hereof. In addition to the current use of the lands owned by CNR, there may be alterations to or expansions of the rail and other facilities on such lands or rights-of-way in the future including the possibility that CNR or any railway entering into an agreement with CNR to use the CNR lands or CNR and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the environment of the residents and tenants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development, building and individual dwellings. CNR and their successors and assigns will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands or rights of way.

8) The proposed Condominium is located in close proximity to bus and other routes on the local transit commission.

9) Metrolinx, carrying on business as GO Transit, or its assigns and successors in interest has or may have a rights-of way or are the owners of lands within 300 metres from the land which is the subject hereof. In addition to the current use of the lands owned by Metrolinx, there may be alterations to or expansions of the rail and other facilities on such lands or rights-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the Metrolinx lands or Metrolinx and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the environment of the residents and tenants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development, building and individual dwellings. Metrolinx, Go Transit and their successors and assigns will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands or rights of way.

10) The Condominium shall, if required by Metrolinx, grant Metrolinx an environmental easement for operational emissions, registered on title against the subject residential dwellings in favour of Metrolinx.

NOISE ABATEMENT

11) Due to the construction of the Condominium, there will be a certain amount of noise, dust and other debris which may accumulate. The Corporation, Owners and occupants agree that they will not interfere with the construction of the Condominium or the trades, as they carry out their work with respect to the Condominium.

12) Noise levels caused by the following (if any) within the Condominium, bank of elevators, laundry room, parking garage door, garbage chutes, mechanical equipment, move-in, loading and garbage removal bays and ancillary moving facilities and areas, and by the Condominium's recreation facilities (if any), may occasionally cause noise and inconveniences to the Unit occupants and as and when other Residential Units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly cause noise and inconveniences to the Unit occupants.

13) Purchasers/tenants are advised that due to the proximity of the existing and future adjacent commercial facilities, sound levels from the facilities may at times be audible.

14) Purchasers/tenants are advised that despite the inclusion of noise control features in the Development and/or within the building Units, sound levels from neighbouring uses and/or road, rail and air traffic, including but not limited to noise levels from highways, railways and public transit may continue to be of concern, occasionally interfering with some activities of

the Unit occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment and Climate Change. In order to achieve a suitable indoor noise environment, windows and exterior doors may have to remain closed. Therefore, the Residential Units have been supplied with a central air conditioning system which allows windows and exterior doors to remain closed.

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

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

17) Purchasers are advised that sound levels due to the proximity of the adjacent commercial facility, sound levels from the commercial facilities may at times be audible.

18) Purchasers are also advised that the air cooled condenser unit (if any) can produce noise that may interfere with outdoor activities. Due consideration should be given to the level of noise produced when selecting the type and locations of the air cooled condenser unit (if any). The sound rating for the condenser unit should not exceed an AHRI rating of 7.6 Bels for a unit of 3.5 tons or less.

19) Purchasers/tenants are advised that their property is located within the local airport's noise influence area.

20) It is the sole responsibility of the home owner and/or the Corporation to maintain any and all noise barrier or other infrastructure required within the approved noise study and that the purchaser agrees not to alter any noise barrier or other infrastructure without approval from the City of Hamilton to the satisfaction of the Senior Director of Growth Management.

SERVICES AND PUBLIC/PRIVATE UTILITIES

21) There may be transformers, utilities, service boxes, hydrants, mailboxes, bus pads or other municipal services constructed adjacent to or upon boulevards in the vicinity of the Condominium. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, fencing or other devices.

22) The engineering and servicing plans for this Condominium, which includes the location of easements for municipal services and public and private utilities, are subject to the approval of the Municipality, and final locations for easements and services and utilities may change. Additional easements may be required. The Purchaser is advised to contact the Municipality for further details.

23) Gas, electricity and water distribution markets are constantly fluctuating and the Declarant's reasonable assumptions regarding such utility costs may be incorrect due to circumstances which cannot be accurately predicted as of the date of the Budget. Prior to the registration of the Condominium, the projected costs for utilities (if any) shown in the Budget may be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs. The Budget and Common Expenses applicable to each Residential Unit shall be revised accordingly and the Purchaser specifically acknowledges and agrees that any increase in utility costs from that which was originally represented in the Budget shall not be the responsibility of the Declarant, despite Section 75 of the *Condominium Act*. The Purchaser acknowledges that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or Budget. In addition, the Purchaser agrees that this acknowledgement may be pleaded by the Declarant as a complete defence to any application or objection raised by the Purchaser in this regard.

24) The director of engineering of the Municipality may change the location of any sidewalks or walkways within the Development area without any prior notice.

25) Purchasers and occupants are advised that there may be a municipal sidewalk fronting and/or flanking the Purchased Unit.

26) Temporary roads, turnarounds, or road extensions, adjacent to future corner lots will either be removed or extended as the case may be, when development of adjacent lands proceeds.

27) Purchasers/tenants are advised that there may be above-ground utility facilities such as fire hydrants, super mailboxes, hydro transformers and cable pedestals located in front of their properties within the City's road allowance or on easements.

28) Purchasers are advised that pursuant to terms of an easement in favour of Enbridge Gas Inc., Enbridge Pipelines Inc. or their related entities (collectively, "**Enbridge**") and the applicable zoning by-law designations and other laws affecting the Site, an owner of land affected by an easement in favour of Enbridge is prohibited from landscaping, developing, or erecting any buildings or permanent structures including but not limited to fences, decks, swimming pools or shed, over under or upon the such lands unless written approval is provided by Enbridge.

29) Purchasers are advised that pursuant to terms of the an easement in favour of Enbridge and applicable laws governing Pipeline Safety Zones, if applicable, prior to any mechanical excavation being undertaken within the lands subject to such easement and/or the Southern Safety Zone Lands and/or the Norther Safety Zone Lands, Enbridge must be advised of such work. Such notification shall be deemed to have been made by providing notice through "Ontario One Call" at 1-800-400-2255 (or such replacement number as may be designated from time to time by public notice). For full details respecting Enbridge's rights, all applicable laws, rules, regulations, and/or ordinances must be reviewed and/or consulted.

RADON GAS MITIGATION REQUIREMENTS

30) Purchasers are advised that The City of Hamilton has implemented radon gas control measures in new construction, and therefore, the Vendor shall install one the of the prescribed radon gas mitigation options in accordance with the Ontario Building Code.

31) Purchasers are further advised that they, as Owners of the Dwelling, will be required to arrange for the testing to determine the radon concentration in the Dwelling and submit the results to the City of Hamilton at building@hamilton.ca Purchasers may obtain more information regarding the testing process directly from the City of Hamilton Building Department.

TREES

32) The landscaping plans for the Condominium, which include the location of street trees, are subject to the approval of the Municipality, and the final location for street trees may change. Purchasers are advised to contact the Municipality for further details.

33) The Municipality will carry out street tree planting on the Site and determine the species and location for each tree.

GRADING AND LOT DRAINAGE

34) The Purchaser, Corporation, Owners and the Owner's Responsible Parties are absolutely prohibited from altering the grading and/or drainage patterns established by the Declarant, and subject to the provisions of the proposed Declaration, By-laws and Rules of the Condominium in force from time to time, shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the Common Elements (including any portion of the unpaved municipal road allowance adjacent to the Condominium).

35) There is an approved grading plan and that the purchaser agrees not to alter any lands in a way that would conflict with the approved grading plan without approval from the City of Hamilton to the satisfaction of the Senior Director of Growth Management.

36) The Vendor reserves the right notwithstanding the closing of the Transaction, to enter upon the Purchased Unit or the Common Elements for a period of one (1) year after the Closing Date, or until the expiration of the maintenance period for the works set out in the Subdivision Agreement applicable to the Site, whichever date is later, to alter the Site's grading to comply with the Plot Plan approved by the Director of Building Division for the said Purchased Unit;

37) In the event that the roof leaders are not connected to the storm sewer:

(a) the Purchaser acknowledges, agrees and understands that there are continuing grading obligations and requirements applicable to the Purchased Unit and the Site.

(b) as roof leaders from the Purchased Unit situated within the Site are not connected to the storm sewers, the Transferee acknowledges, agrees and understands that there is an obligation and responsibility on the part of the Transferee and/or the Corporation to maintain the Municipality's requirements with respect to Final Grading of the Site in accordance with the City's Lot Grading Policy and the grading plans approved by the City, for the Site;

(c) rainwater from roof leaders shall discharge directly onto splash pads, at a distance of no less than 0.6 meters away from any building face, enter onto only a grassed or landscaped area;

(d) rainwater from roof leaders shall not, under any circumstances, discharge onto a sidewalk or a driveway, as may be defined by the Municipality;

(e) the Transferee shall not interfere with the final lot grading of the Site as shown on the Grading Plan approved by the Municipality. In the event that the Transferee breaches this covenant, as determined by the Municipality, the said Transferee shall carry out, at his/her expense, such work as may be necessary to correct such interference and shall restore all damaged property to its original condition as determined by and to the satisfaction of the Municipality.

38) The Purchaser acknowledges that it is aware of and shall comply with all provisions of the Subdivision Agreement dealing specifically with grading.

39) The Purchaser acknowledges the location of rear yard catch basins within the Site, if any, and that the owner of a Unit with a rear yard catch basin and/or the Corporation is responsible for the operation and maintenance of the rear yard catch basin on that Unit and that the owner of the Unit agrees not to interfere, alter, change or remove the catch basin or its connection to the City's main sewer.

40) The Purchaser acknowledges that the Purchased Unit may have a rear yard catch basin upon it.

BALCONIES/TERRACES/PORCHES/ROOFS

41) The balcony(ies), terraces and/or porches appurtenant to Residential Units, if any, may from time to time be occupied and/or utilized, and/or have equipment temporarily attached by the Declarant, the Corporation and/or anyone authorized by the Corporation for the purpose of inspection, repair, replacement and/or cleaning of the windows, window systems, façade of the Condominium or nearby structures, and to affix exterior marketing banners or signs (including without limitation, a davit arm and appurtenant cables, utilized to affix a swing stage or window washing scaffolding and/or similar equipment, mechanisms or apparatus). The Owner and the Owner's Responsible Parties shall co-operate with the Declarant, the Corporation and/or anyone authorized by the Corporation for such occupation and/or use of the balcony(ies), terrace(s) and/or porch(es) appurtenant to its Residential Unit.

42) Snow may accumulate on terraces, balconies and/or porches.

AMENITIES

43) Most of the amenities associated with the Condominium may not be available during the occupancy period and may not be available until that date which is up to nine months after the date of registration of the Condominium. Purchasers acknowledge that they shall not be entitled to any reduction of occupancy license fees or common expenses as a result of the foregoing.

PARKING

44) Any parking garage included in the Purchased Unit purchased by the Purchaser may not be a standard sized parking unit pursuant to the applicable municipal by-laws. The Declarant shall not be responsible if the Purchaser's motor vehicle cannot be accommodated within the parking garage purchased and assigned by the Declarant.

45) Any Units purchased by the Purchaser and assigned by the Declarant may be obstructed due to intrusion and existence of pipes, ducts, columns, beams, bulkheads etc. and the Declarant shall not be responsible if the Purchaser's motor vehicle cannot be accommodated within the parking garage purchased and assigned by the Declarant or if certain of the Purchaser's personal items cannot be accommodated within any units purchased and assigned by the Declarant.

46) Any Units purchased and assigned by the Declarant may be located some distance away from elevators, doors and may not be in a well-lit area.

47) On-street, public parking in the surrounding neighbourhood will be limited and cannot be guaranteed in perpetuity. Garage space for this unit is provided and intended for the purposes of parking a vehicle. It is the owner's responsibility to ensure that their parking needs can be accommodated.

RECYCLING

48) In the event that the Condominium has arranged for municipal garbage removal, recycling of refuse may be required by the Municipality and residents will be required to sort refuse in accordance with the recycling requirements of the Municipality. In the event that the Condominium has arranged for private garbage collection, refuse and recyclable materials generated by the Condominium may be collected by a private refuse collection firm.

49) Purchasers are advised that garbage collection will be from communal bins and the Purchaser is required to transport his/her garbage and/or recycling to such communal bin or other designated area.

BUILDER'S RISK AND/OR COMPREHENSIVE LIABILITY INSURANCE

50) The Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will not cover any betterments or improvements made to the Residential Unit, nor any furnishings or personal belongings of the Purchaser, Owner or other residents of the Residential Unit, and accordingly the Purchaser shall arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense.

FLOORING

51) Laminate, solid hardwood or engineered wood flooring (if any) in Residential Units may absorb excess moisture under humid conditions and release its normal moisture content under excessively dry conditions. Such flooring will naturally swell during the humid season and will shrink when heat is applied. The Declarant will not be responsible for any swelling or shrinkage cracks resulting from excessive humidity or excessive dryness within the Residential Unit. When the heating system is not in use during late spring, summer and early fall, the Declarant strongly recommends that the Purchaser use a dehumidifier in the Residential Unit. Correspondingly, when the heating system is on during the late fall, winter and early spring, the Declarant strongly recommends the use of a humidifier system within the Residential Unit. The Purchaser takes full responsibility for any damage to the flooring as a result of its failure to mitigate air quality conditions as herein set out.

RE-ENTRY

52) The Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Corporation shall be permitted to enter the Residential Unit after the Interim Occupancy Closing and the Final Closing Date, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Corporation to inspect the condition or state of repair of the Residential Unit and undertake or complete any requisite repairs thereto (which the Owner of the Residential Unit has failed to do) in accordance with the Act.

MOVE IN TIME

53) The Declarant cannot guarantee and will not be responsible for the arrangement of a suitable move in time (if applicable) for the purpose of accommodating the Purchaser's occupancy of the Residential Unit and the Purchaser shall be solely responsible for directly contacting the Declarant's customer service office or manager in order to make suitable booking arrangements if required. The Purchaser shall not be entitled to any claim, refund, credit, reduction, abatement or set-off whatsoever against any portion of the Purchase Price or against any portion of the common expenses or any other adjustment with respect thereto as a result of the unavailability of move in times.

54) Some Residential Units may be completed by the Declarant, and ready for occupancy in advance of the completion and occupancy of other Residential Units in the Condominium. Purchasers acknowledge that the standard form Agreement of Purchase and Sale requires that each purchaser shall complete the occupancy closing of his Residential Unit and commence payment of the occupancy fee as of the date on which the Residential Unit is certified by the Municipality as being ready for occupancy notwithstanding that the remainder of the Condominium may be incomplete.

GENERAL

55) The wires, cables and fittings comprising the cable television system or any other communication services servicing the Condominium may be owned by the local cable television supplier. The wires, cables, meters, transformer or energizing boxes comprising the hydro system servicing the Condominium may be owned by a utility or private company supplying hydro.

56) The Declarant reserves the right to remove reference to any number when assigning Residential Unit numbers.

57) The total number of Units and Visitor Parking Spaces may change, and the legal description and Unit number identifying Residential Units may be changed by the Declarant in its sole, subjective and unreviewable discretion.

58) Purchasers of Units overlooking any roof area are advised that there may be mechanical equipment and systems located on the roof.

59) Safety regulations require that emergency generators be tested regularly and as a result, diesel fumes from the operation of the emergency generator (if any) may be noticeable from time to time.

60) It is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium approval, certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that on written request by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the requirements of the governmental authorities and that if requested by the Declarant, the said requirements shall be incorporated into and form part of this Agreement and the Purchaser shall accept the same without in any way affecting this Transaction.

61) The documents accompanying the Disclosure Statement are in draft form only and any changes to such documents shall not be a material amendment to the Disclosure Statement if the sole function of such amendment is to implement changes contemplated as a possibility in the Disclosure Statement.

62) The Declaration and By-Laws of the Condominium shall provide that, in the event of any dispute between the Condominium and the Declarant, the parties shall be obligated to mediate the dispute by following the procedures prescribed by the proposed By-Laws included in the Condominium Documents.

63) No antennae, either television or radio transmitter or receiver, shall be erected on any building, structure or lot as long as there is a commercial cable service available.

64) The Declarant reserves the right to access the Common Element areas and Exclusive Use Common Element areas of the Condominium for marketing relating to the sale of units in any future developments by the Declarant or its Related Parties in the vicinity. In this event, the Condominium shall have no right to charge any rent, license, or other fee. The Declarant shall be responsible for all reasonable insurance, property management and cleaning costs.

65) The ceiling height may differ amongst Units and ceiling heights within the Unit may be either higher or lower shown in any feature list or other materials.

66) Purchasers and tenants are hereby put on notice that telephone and telecommunications facilities and services are authorized by the Canadian Radio-television and Telecommunications Commission (CRTC) under the Telecommunications Act, and as such these services may be provided by telecommunication carriers other than the traditional carriers for such services. Purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.

67) Any deficient, outstanding or incomplete construction items or related matters relating to the Development, Corporation or Condominium shall only be dealt with through the process established for and administered by Tarion Warranty Corporation or any successor organization.

68) The Vendor and/or Persons affiliated, associated or related to the Vendor shall retain ownership, control and the right to use all names, logos, sketches, images, plans, artist renderings, and scale models associated with the Condominium. The Vendor and/or Persons affiliated, associated or related to the Vendor shall be permitted to use same in any Marketing Materials or in any other manner as the Vendor and/or Persons affiliated, associated or related to the Vendor may deem appropriate at any time before or after the registration of the Condominium.

69) Purchasers are advised that each Unit is subject to municipal property tax assessment and the owner of such Unit shall, upon completion of assessment by the Municipality, receive a notice for payment of municipal property tax back to the time of occupancy or registration of the Unit.

70) Purchasers are advised that the Site is located next to lands which may be developed in the future for residential or commercial or industrial uses, including without limitation uses related to the local airport.

SIGNAGE

71) The Declarant reserves the right to install signs on any part of the Common Elements. The Declarant, in its sole, subjective and unreviewable discretion, shall have the right to determine the design, message and locations of such signage. In addition to the Declarant's rights expressed above, the Declarant reserves the right to unitize any area in which a sign is located. In this event, the Declaration shall contain a provision which states that the owner of the sign unit, together with its employees, agents, contractors and invitees, shall at all times have the right to access the common elements of the Condominium for the purpose of inspecting, maintaining and repairing the sign unit. Only in the event that the sign area is unitized and the Declarant retains ownership of such sign, shall the Declarant pay for utilities consumed by the sign and the Declarant shall be responsible for maintaining and repairing the sign at its sole cost and expense. In no event shall the Condominium charge the Declarant for the use of the space which any sign occupies nor shall the Condominium disconnect any sign from the building's power supply, regardless of whether the sign is unitized or part of the common elements. The Declarant shall have the right to assign, license, transfer or otherwise convey its signage rights (in whole or in part) to any third party without notice to or consent from the Condominium. If any signage relates specifically to the Condominium, the development of the Condominium or the Development, then the Declarant shall have the right in its sole, subjective and unreviewable discretion to designate such signage as part of the common elements and, in this event, the Condominium shall be responsible for all costs associated with operating, maintaining and repairing such signage.

MAIL DELIVERY

72) Purchasers are advised that home/business mail delivery will be from a designated community mailbox, and the Development may be subject to easements in favour of Canada Post. The exact location of the community mailboxes may be depicted in display maps located in the sales office, or may be available from the Vendor.

TRANSIT SYSTEMS

71) The Purchaser specifically acknowledges the proximity of the Development to the local transit system.

AIR QUALITY

72) The Purchaser is advised that this property is in proximity to an existing industrial/commercial facility which may, at times, generate nuisance odours.

Schedule "E" - OCCUPANCY AGREEMENT (the "Occupancy Licence")

1. The transfer of title to the Purchased Property shall take place on the Closing Date, upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.

2. Provided that all of the payments required to be paid by the Purchaser pursuant to the Agreement and payments for Extras (if required by the Vendor) have been made, the Vendor grants to the Purchaser a licence to occupy the Purchased Property from the Occupancy Date.

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

4. Occupancy Fee

   (a) The Purchaser shall pay to the Vendor the Occupancy Fee on the first day of each month in advance commencing on the Occupancy Date and payable on the first day of each of the next succeeding months during the term of such occupancy until the Closing Date, at which time any prepaid Occupancy Fee shall be adjusted. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month in which the Occupancy Date occurs (the Occupancy Date to be for the account of the Purchaser). THE PURCHASER ACKNOWLEDGES THAT THESE OCCUPANCY PAYMENTS WILL NOT BE CREDITED TO NOR APPLIED ON ACCOUNT OF THE PURCHASE PRICE.

   (b) The Occupancy Fee shall be calculated by the Vendor in accordance with the provisions of the Act and may be revised by the Vendor, from time to time, and at any time or times, based on revised estimates of the items which may lawfully be taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee or the unpaid balance thereof forthwith upon demand from the Vendor, and such unpaid balance may be reflected in the Statement of Adjustments on Closing. The Occupancy Fee shall be calculated in accordance with Section 80(4) of the Act and shall not be greater than the total of the following amounts: (1) interest calculated on a monthly basis on the unpaid balance of the Purchase Price at the prescribed rate. The prescribed rate of interest is the rate of interest that the Bank of Canada most recently reports as the chartered bank administered interest rate for a conventional one year mortgage as of the first of the month in which the Purchaser assumes interim occupancy or such other prescribed rate; (2) an amount reasonably estimated on a monthly basis by the Vendor for municipal taxes attributable by the Vendor to the Purchased Property; and (3) the projected monthly Common Expense contribution for the Purchased Property.

   (c) The Purchaser shall pay the monthly Occupancy Fee during the period of time from the Occupancy Closing until the Final Closing.

5. The Purchaser shall on or before 4:00pm on the Occupancy Date:

   (a) pay to the Vendor, the sum stipulated to be paid on the Occupancy Date in Page 1 of the Agreement, in the manner as provided for in the Agreement;

   (b) deliver a clear and up-to-date execution certificate dated the Occupancy Date in respect of the Purchaser(s)' name(s) from the Land Titles Office or Sheriff's Office in the judicial district in which the Purchased Property is situated or provide the Vendor's Solicitors with such other information or documentation as may be required to satisfy the Vendor's Solicitors, in its sole, absolute and unfettered discretion that the Purchaser is not the same person as any particular execution debtor named in any particular execution on file in the said offices;

   (c) execute and deliver to the Vendor any directions, acknowledgements, assumption agreements and all other documents required by the Vendor pursuant to the Agreement, in the same manner as if the Closing of the Transaction was taking place at the time required by the Vendor, from the Purchaser, in order to close this transaction;

   (d) deliver to the Vendor, 12 post-dated cheques or such lesser or greater number as may be required by the Vendor, or a pre-authorized debit form together with a void cheque, for the Occupancy Fee;

   (e) if required by the Vendor, pay to the Vendor, as a reimbursement to it, HST for the chattels included in the Purchase Price. The Vendor shall in its sole, absolute, and unfettered discretion allocate the value of such chattels; and

   (f) insurance binder in accordance with this Occupancy Licence;

6. The Purchaser covenants and agrees that:

   (a) the Purchaser shall deliver to the Vendor and the Vendor's Solicitors at least 60 days prior to the Occupancy Date contact information for the Purchaser's solicitor including the solicitor's name, address, and telephone number;

   (b) the Purchaser shall not be entitled to access to the Purchased Property prior to the Occupancy Date without the written consent of the Vendor, which may be unreasonably and arbitrarily withheld;

   (c) the Purchased Property shall be used for residential purposes by the Purchaser in accordance with the terms of this Occupancy License, the Agreement, the proposed Declaration, and By-laws and Rules and for no other purpose;

   (d) the Purchaser shall maintain the Purchased Property in a clean, tidy and good condition, and shall not make alterations of any nature or kind whatsoever, without the prior written approval of the Vendor, which approval may be arbitrarily and unreasonably withheld, and the Purchaser further agrees to indemnify and save harmless the Vendor from all Costs as a result of the Purchaser's breach of this covenant;

   (e) the Purchaser shall not have the right to advertise, lease, rent, offer to lease, offer for occupation, assign his interest in the occupancy of the Purchased Property or any right therein, or otherwise part with possession of the

Purchased Property, and shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence and the Agreement without the Vendor's written consent pursuant to Section 10.5 of this Agreement, which consent may be arbitrarily withheld. The Purchaser acknowledges that the Vendor shall be entitled at its sole and unfettered discretion to charge an administrative fee each time the Vendor consents to a sublet or assignment of the Occupancy Licence during Interim Occupancy;

(f) the Purchaser shall, from the Occupancy Date, assume sole responsibility to the absolute exoneration of the Vendor for all rental equipment, utilities, including without limitation, hydro-electric, heating costs, water charges, telephone expenses, cable TV charges and other charges and expenses which are separately metered, sub-metered, or billed or intended to be billed directly to the Purchaser as owner of the Purchased Property by the supplier of such services, attributable to the Purchased Property, save and except if same is included as a proposed Common Expense;

(g) (1) the Vendor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Development or damage to property of the Purchaser or of others located on or in the Development, nor shall it be responsible for loss of or damage to any property of the Purchaser or others from any cause whatsoever, even if any such death, injury, loss or damage results from the negligence of the Vendor, its agents, servants or employees, or other persons for whom it may in law be responsible. Without limiting the generality of the foregoing, the Vendor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Development or from the pipes, appliances, plumbing works, roof, or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. The Vendor shall not be liable for any such damage caused by other owners, occupants, tenants, invitees or any other person on the Development or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Purchaser kept or stored on or in the Development shall be so kept or stored at the risk of the Purchaser only and the Purchaser shall indemnify the Vendor and save it harmless from and against any claim arising out of any damages to the same, including without limitation, any subrogation claims by the Purchaser's insurers; and

(2) notwithstanding any other terms, covenants and conditions contained in this Agreement, the Purchaser shall protect, indemnify and hold the Vendor harmless from and against all Costs, in connection with loss of life, personal injury, damaged property or any Costs whatsoever arising from or out of this Agreement, or any occurrence in, upon, at or in the Development, or the occupancy or use by the Purchaser of the Development, or occasioned wholly or in part by any act or omission of the Purchaser or by anyone permitted to be on the Development by the Purchaser, even if the Vendor, or its invitees, tenants, contractors, licensees, servants, agents, employees or others for whom it is in law responsible has acted negligently. The Purchaser agrees that should the Vendor elect to repair, replace or redecorate all or any part of the Real Property or the Development as a result of the Purchaser's neglect, damage or use of the Real Property or Development, the Purchaser will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs, redecoration or replacement shall be at the sole, absolute and unfettered discretion of the Vendor, and such costs may be added to the Purchase Price. If the Vendor shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then the Purchaser shall protect, indemnify, and hold the Vendor harmless and shall pay all Costs;

(h) in the event of damage to the Development during the period of occupancy, it is understood and agreed by the parties hereto, that the provisions of Section 14.1 of the Agreement shall apply. The Vendor shall not be liable for any fees, costs, charges, expenses, fines, interest, penalty, claims, actions, injuries, liabilities, damages and losses whether indemnified against or not, sustained, suffered, incurred, paid or payable, directly or indirectly by the Purchaser thereby as a result of such damage. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone;

(i) the Purchaser shall be allowed to remain in occupancy of the Purchased Property pursuant to the provisions of this Occupancy Licence provided the terms of this Agreement and in particular the provisions of this Occupancy Licence have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of this Occupancy Licence, the Vendor in its sole, absolute and unfettered discretion and without limitation of any other rights or remedies provided for in this Agreement or in law may revoke the occupancy granted to the Purchaser pursuant to this Occupancy Licence, whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Purchaser acknowledges and agrees that in the event this Agreement is terminated, other than by a successful closing pursuant to this Agreement, the Purchaser shall forthwith vacate the Purchased Property without further notice except the notice that the Agreement has been terminated. If the Purchaser fails to give up vacant possession upon revocation of the occupancy provided for herein, the Vendor may take whatever steps it deems necessary to obtain vacant possession, and the Purchaser shall reimburse the Vendor fully for all Costs; and

(j) the Purchaser acknowledges that the Vendor's fire insurance policy on the Purchased Property will not cover any improvements or possessions of the Purchaser made by or on behalf of the Purchaser. The Purchaser agrees that it shall on or before the Occupancy Date, provide the Vendor with proof of the Purchaser's own liability and contents insurance.

Schedule "F" - ACKNOWLEDGEMENT AND CONFIRMATION

The undersigned Purchaser(s) hereby acknowledges and confirms receipt of a copy of the documents listed below, in the referenced formats:

1. In Paper/Hard Copy, Electronic/Portable Document Format (.pdf), recorded on a CD-Rom or USB key, or available for download from a webpage (as the case may be), the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser(s);
2. In Paper/Hard Copy, Electronic/Portable Document Format (.pdf), recorded on a CD-Rom or USB key, or available for download from a webpage (as the case may be) of the following documents:
   - (i) Disclosure Statement Table of Contents
   - (ii) Disclosure Statement

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

For purposes of Section 73(2) of the Act, the 10-day rescission period shall commence on the date set forth below.

In the event that the transaction contemplated in the Agreement of Purchase and Sale is terminated for any reason whatsoever, the undersigned undertakes to forthwith return the above documentation to the Vendor's Solicitor at the undersigned's sole cost and expense.

DATED this day of**.**

Witness (as to all signature of the Purchaser(s))	Purchaser
	Purchaser

SCHEDULE "G" – SITE PLAN SKETCH

All plans and dimensions are approximate and subject to change at the discretion of the Vendor. Landscaping, road patterns and sidewalks are proposed only and may change. Lot conditions and grading based upon preliminary engineering and is subject to change without notice. Site plan is artist's concept. Map not to scale. E. & O.E. 01.2024

Schedule "H" – PURCHASE OF AN INTEREST IN A COMMON ELEMENTS CONDOMINIUM

1. In addition to purchasing the Dwelling, the Purchaser hereby agrees to purchase a common interest in the Condominium as more particularly described in the Condominium Documents on the terms and conditions set out in this Schedule, and such common interest shall be owned in common with all POTL Owners as tenants in common, in each POTL Owner's Proportionate Share.

2. The Purchase Price for the common interest in the Condominium is One ($1.00) Dollars which is payable on the Closing Date.

3. There is no deposit payable by the Purchaser for the purchase of the common interest in the Condominium.

4. The Purchaser agrees to accept title subject to the Condominium Documents notwithstanding that same may be amended or varied from the proposed condominium documents provided to the Purchaser and acknowledges that upon receipt of a Transfer/Deed to the Dwelling, the common interest in the Condominium cannot be severed from the Dwelling upon any subsequent sale of the Dwelling.

5. All costs associated with operating, maintaining, repairing, replacing, and administering the Common Elements shall form part of the Common Expenses of the Common Elements Condominium payable by the POTL Owners in their Proportionate Share.

6. The Vendor's proportionate amount of the common expenses attributable to the Dwelling shall be apportioned and allowed to the Closing Date.

7. The Purchaser acknowledges that the Condominium and the purchase of a common interest in the Condominium Corporation is not warranted by the Ontario New Home Warranties Plan Act.

8. The Purchaser acknowledges that the common elements of the Condominium will be constructed to standards and/or the requirements of the Municipality. The Purchaser covenants and agrees that the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Condominium to conform with any municipal requirements related to official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, or municipal site plan approval. Such changes may be to the plans and specifications existing at inception of the Corporation or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales brochures or otherwise. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such changes, variances, modifications or alterations and agrees to complete the sale notwithstanding any of the same.

9. The Purchaser covenants and agrees to deliver to the Vendor, if so requested on Closing, a series of twelve (12) post-dated cheques or a pre-authorized debit form, for amounts estimated by the Corporation to be payable to the Corporation for payments due on account of Common Expenses for the Condominium for the ensuing 12 month period.

10. The Vendor, or any person authorized by it, shall be entitled at all reasonable times, on reasonable notice (except in the case of an emergency or perceived emergency, in which event the Vendor shall have immediate entry onto the Purchased Property, to enter the Purchased Property in order to make inspections or to do any work or repairs therein or thereon which may be deemed necessary by the Vendor in connection with the completion, rectification or servicing of any installation in the Purchased Property and such right shall be in addition to any rights and easements created under the Act.

11. The Purchaser acknowledges that the Common Elements shall be maintained by the Common Elements Condominium and not by the Municipality. The Common Elements Condominium shall solely be responsible for operation, maintenance, and repair of the Common Elements.

12. The Purchaser acknowledges that realty taxes for the Purchased Property shall be determined based on assessed value. Realty taxes may not be lower as result of the fact that the Common Elements are operated, maintained, and repaired by the Common Elements Condominium rather than by the Municipality.

SCHEDULE N - NON-CANADIAN

This Schedule shall form an integral part of the Agreement of Purchase and Sale herein.

1. The Purchaser hereby acknowledges and confirms the provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act. (the "Act") which prohibits direct or indirect purchases of Residential Property by a Non-Canadian effective January 1, 2023.

2. The Purchaser hereby further covenants, warrants and represents to the Vendor herein, that the Purchaser is not a Non-Canadian as that term is defined in the Act; nor is the Purchaser counselling, inducing, aiding, abetting or attempting to do so, for or on behalf of a Non-Canadian.

3. In the event the Purchaser is determined, by the Vendor in its sole and unfettered discretion, acting reasonably or by any governmental authority having jurisdiction in this regard, at any time on or before closing, to be a Non-Canadian as defined by the "Act", same shall constitute a fundamental breach of the terms of this Agreement of Purchase and Sale, and the Vendor shall be entitled , in addition to any other rights or remedies it may have under the terms of the Agreement of Purchase and Sale or at Law, to the immediate right to terminate this Agreement by Notice in writing to the Purchaser, and in such event, the Purchasers deposits paid hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty.

4. In addition, the Purchaser hereby covenants and agrees to indemnify and save harmless the Vendor and/or related or associated corporations to the Vendor, their directors, officers, employees, agents, legal representatives, successors and/or assigns of each, from and against all loss, liability, claim, demand, damages, costs and expenses, which may be made, brought or imposed upon any of them, or which may be sustained by reason of the Purchaser being determined to be a Non-Canadian or having been found to be counselling, aiding and/or abetting a Non-Canadian, to contravene the "Act".

5. Upon execution of this Agreement the Purchaser shall provide written confirmation and evidence satisfactory to the Vendor, that the Purchaser is not a Non-Canadian as defined by the "Act", which confirmation and evidence the Purchaser covenants and represents is true and accurate as at the date hereof. In addition, on closing the Purchaser hereby covenants and agrees to provide such further written evidence and confirmation satisfactory to the Vendor's Solicitor, that the Purchaser is not a Non-Canadian as defined by the "Act" on the date of the Closing, Including written confirmation from the Purchasers Solicitor addressed to the Vendor and the Vendor's Solicitor confirming that the Purchaser's Solicitor is satisfied that the Purchaser is not a Non-Canadian and/or that the Purchaser has not counselled, aided or abetted a Non-Canadian to contravene the "Act" by virtue of entering into this Agreement.

6. For information purposes only, a Non-Canadian is defined in the Act as follows:

   a) Individual that is neither a Canadian citizen, nor a person registered as an Indian under the Indian Act, nor a permanent resident;
   b) A corporation incorporated otherwise than under the laws of Canada or a Province of Canada;
   c) A corporation incorporated under the laws of Canada or a Province whose shares are not listed on a stock exchange in Canada for which a designation under Section 262 of the Income Tax Act is in effect and that is controlled by a person referred to in paragraph (a) or (b); and
   d) A prescribed person (to be defined by regulation).

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

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

For Individuals: ***Photocopies to be attached***

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

For Corporations/Trusts/Partnerships: ***Photocopies to be attached***

1. Articles of Incorporation or equivalent for partnerships/trusts; and
2. Form 1 or equivalent for partnerships/trusts; and
3. Director, Officer and Shareholder registers or equivalent for partnership/trusts etc; and
4. Identification for each individual who is a director, officer or shareholder as noted above for individuals.

SCHEDULE 'Q'
ADDITIONAL FEATURES

DESCRIPTION
Lot Premium - $
Grade Premium - $
Extras:

PAID: Included in the Purchase Price

It is understood and agreed that whether or not the agreement of purchase and sale between the parties is subject to a condition precedent, this Schedule 'Q' will conclusively be presumed to be a separate agreement between the Purchaser and the Vendor. Therefore, if for any reason whatsoever not attributable to the fault of the Vendor the transaction of purchase and sale is not completed, the total cost of extras ordered is not refundable to the Purchaser(s) but shall be retained by the Vendor as liquidated damages and not a penalty.

If for any reason the work or items covered by this Schedule 'Q' are not carried out, the Vendor will not be liable to the Purchaser(s) in any manner whatsoever provided, any monies paid by the Purchaser(s) in connection with such items/work set out herein shall be refunded to the Purchaser(s) as an adjustment on closing, by the Vendor without interest or deduction and the Vendor shall be under no further obligations.

Dated this day of _.

_____
Purchaser:

_____
Purchaser

Cachet Homes (Mount Hope) Inc.
Per:

_____
Authorized Signing Officer

I have the authority to bind the Corporation

SCHEDULE 'X'
BONUS INCENTIVES*

PURCHASER SHALL RECEIVE THE FOLLOWING:

Speak to a New Home Sales Manager for details

Purchasers Initials **Purchasers Initials**

SCHEDULE X-1

ACKNOWLEDGEMENT RE: PARTIAL CONSTRUCTION COMPLETION

TO: Cachet Homes (Mount Hope) Inc. (the "Vendor")

FROM: _(the "Purchaser")

RE: Cachet Homes (Mount Hope) Inc. sale to
Lot , Plan 62M-1275, City of Hamilton, municipally known as, Mount Hope, ON (the "Dwelling")

The Purchaser acknowledges and confirms that the Dwelling being purchased herein is currently under construction by the Vendor as at the date of entering into this Agreement of Purchase and Sale.

The Purchaser further confirms that he/she has been furnished with a list of specifications, features, fixtures, finishes and colours selected by the Vendor prior to executing this Agreement of Purchase and Sale and hereby acknowledges and agrees to accept said Dwelling as is including floor plan as constructed, elevation as built, specifications, features, fixtures, finishes, materials and/or colours as installed whether or not same are set out in Schedule "C" – Standard Features and Finishes, Schedule "B" – Diagram of the Dwelling, Schedule "Q-1"- Décor Addendum and/or Schedule "X" – Bonus Incentives (unless specifically set out therein as an addition or change to the finished Residential Unit).

Accordingly, Sections 11.2 – Selection by Purchaser and 11.3 – Extras, shall not apply to this Agreement of Purchase and Sale.

Dated this _day of _.

_____	**Cachet Homes (Mount Hope) Inc.**
Purchaser	Per:
_____	_____
Purchaser	Authorized Signing Officer
	I have the authority to bind the Corporation.

Property

Statement of Critical Dates

Delayed Occupancy Warranty

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

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

VENDOR **CACHET HOMES (MOUNT HOPE) INC.**
Full Name(s)

PURCHASER(S) _____
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:

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 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:

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:

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:
(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:
(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:

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 thisday of,. PURCHASER: _____

VENDOR: _____ _____

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

CACHET HOMES (MOUNT HOPE) INC.
Full Name(s)

49741 — HCRA Licence Number

2555 MEADOWPINE BLVD., UNIT 3 — Address

905-764-1983 — Phone

MISSISSAUGA — City; **ONTARIO** — Province; **L5N 6C3** — Postal Code

905-764-3872 — Fax

MOUNTHOPE.CUSTOMERCARE@CACHETHOMES.COM — Email *

PURCHASER

Full Name(s)

Address — City — **Ontario** Province — Postal Code

Phone

Fax — **n/a** Email *

PROPERTY DESCRIPTION

474 PROVIDENT WAY
Municipal Address

MOUNT HOPE — City; **ONTARIO** — Province; Postal Code

Short Legal Description
BLOCK 264, PLAN 62m-1275

Number of Homes in the Freehold Project **106** (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: CITY OF HAMILTON

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 _____.

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 constructionof 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 whichcase 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 accelerati on 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:

N/A

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

The date by which Condition #1 is to be satisfied is the_____day of_____, 20_____.

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

N/A

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

The date by which Condition #2 is to be satisfied is the_____day of_____, 20_____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the 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 Criti cal 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 sec ured 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.

		Section in Schedule "A"		
1.	For each change to the floor plan or layout of the Purchased Property	Section 2.6	$500.00	(+ Applicable Taxes)
2.	Registration of discharges (if applicable)	Section 6.1(n)(i)	The greater of $300.00 and the amount charged by Lender	(+ Applicable Taxes)
3.	Realty Taxes and Utility Accounts (if applicable)	Section 6.1(n)(ii)	$350.00	(+ Applicable Taxes)
4.	For each returned cheque (if applicable)	Section 6.1(n)(iii)	$250.00	(+ Applicable Taxes)
5.	For each replacement or delayed cheque (if applicable)	Section 6.1(n)(iv)	$250.00	(+ Applicable Taxes)
6.	Wire transfer or direct deposit (if applicable)	Section 6.1(n)(v)	$100.00	(+ Applicable Taxes)
7.	Purchase request to amend standard documents (if applicable)	Section 6.1(n)(vi)	$500.00	(+ Applicable Taxes)
8.	Fee for Status Certificate	Section 6.1(p)	$100.00 or the maximum prescribed rate pursuant to the Act	(+ Applicable Taxes)
9.	Closing fees (if applicable)	Section 6.1 (r)	$450.00	(+ Applicable Taxes)
10.	Other Adjustments (if applicable)	Section 6.1 (s)(iv)	$950.00 or $1250.00	(+ Applicable Taxes)
11.	Changes to title approved by the Vendor (if applicable)	Section 8.1(a)	$500.00	(+ Applicable Taxes)
12.	Use of Vendor's Solicitor's computer facilities (if applicable)	Section 8.2(e)	$500.00	(+ Applicable Taxes)
13.	Administration costs for each change to closing package	Section 8.5	$500.00	(+ Applicable Taxes)
14.	Failure to retain solicitor, or change in purchaser's solicitor (if applicable)	Section 10.1	$500.00	(+ Applicable Taxes)
15.	Default by Purchaser (if applicable)	Section 13.4(d)	$850.00	(+ Applicable Taxes)
16.	Fee for discharge of Vendor's Lien (if applicable)	Section 13.10	$250.00	(+ Applicable Taxes)

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

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

1.	Occupancy Fee payments/post-dated cheques/land taxes and interim bills	Section 8.3 of Schedule “A” and Sections 4 & 5 of Schedule "E"
2.	Mortgage application fee or other administration fee in connection to VTB	Section 2.4(b) of Schedule “A”
3.	Water heater tank rental fees	Section 2.8 of Schedule “A”
4.	Realty taxes, local improvement rates, assessment rates	Section 6.1(a) of Schedule "A"
5.	Payment of HST rebate, new sales tax (if applicable)	Section 6.1(b) and Section 8.6 of Schedule "A"
6.	Contribution to Common Expenses, adjustment of Occupancy Fees	Section 6.1(c) of Schedule "A"
7.	Reserve Fund proportionate share	Section 6.1(d) of Schedule "A"
8.	Other Expenses (gas electricity, etc.) not included in Common Expenses	Section 6.1(e) of Schedule “A”
9.	Increases in Development Charges	Section 6.1(f) of Schedule "A"
10.	Increases in Education Development Charges	Section 6.1(g) of Schedule "A"
11.	Increases in Parkland	Section 6.1(h) of Schedule "A"
12.	Increases in S.37 Charges	Section 6.1(i) of Schedule "A"
13.	Law Society levy	Section 6.1(j) of Schedule "A"
14.	New Home Warranty enrolment	Section 6.1(k) of Schedule "A"
15.	Utilities security, and meter installation charges for utilities	Section 6.1(l) of Schedule "A"
16.	Aesthetics Enhancement/Landscaping	Section 6.1(m) of Schedule “A”
17.	Survey	Section 6.1(p) of Schedule “A”
18.	Extras ordered by the Purchaser (if applicable)	Section 6.1(n) and Section 11.3 of Schedule "A"
19.	Other Adjustments required by the Purchase Agreement (if applicable)	Section 6.1(q) of Schedule "A"
20.	HST Rebate (if applicable)	Section 8.6(e)-(g) of Schedule “A”
21.	Breach of no advertisement/sale of Unit without Vendor consent (if applicable)	Section 10.5(a) of Schedule “A”
22.	Assignment fee (if applicable)	Section 10.5(b) of Schedule “A”
23.	Interest on unpaid sums/expenses (if applicable)	Section 13.4(c) of Schedule "A"
24.	Non-resident withholding amount (if applicable)	Section 16.2 of Schedule "A"
25.	Cost of registration, Land transfer tax	Section 16.5 of Schedule "A"

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 theVendor 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.

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

Warranty Information for New Homes in Parcel of Tied Land

This information sheet provides a basic overview of the warranties and protections that come with your home on a freehold parcel of tied land which is legally tied to a Common Elements Condominium Corporation. Typically, occupancy of the home is provided before the closing of the sale of the land. This warranty is provided to you **by your builder** and backed by Tarion.

For more detailed information, please visit tarion.com and log into our online learning hub at **https://www.tarion.com/homeowners/homeowner-resources-hub**

The Pre-Delivery Inspection (PDI)

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

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should take note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed during the PDI. If they are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades.

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

Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your

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

right to terminate it. Deposit coverage limits are $60,000 if the purchase price is $600,000 or less and 10% of purchase price to a maximum of $100,000 if the purchase price is over $600,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Occupancy Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

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

Warranty Exclusions

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

Common Elements Not Covered

There is no Common Element warranty coverage on Common Element Condominium Corporations under the Ontario New Home Warranties Plan Act and Regulations. As a purchaser, you should take note of the common elements associated with your home, as maintenance and repair of these items may be the responsibility of the homeowners in the project, subject to the corporation's declaration. This may include shared facilities, walkways, roadways and services (e.g. water and sewage lines, garbage removal and snow removal).

Construction Performance Guidelines

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

Important Next Steps

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

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

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

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

About Tarion

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

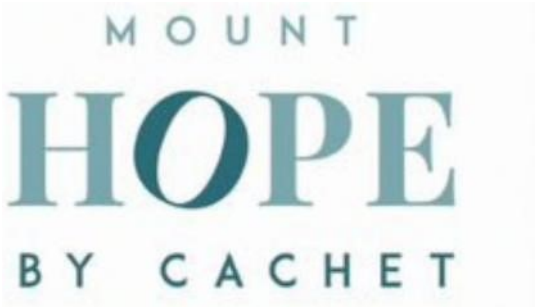
Contact us at **1-877-982-7466** or **customerservice@tarion.com**

Condominium Documents

Block 264, 62M1275, Hamilton

MOUNT
HOPE
BY CACHET

Disclosure Statement Table of Contents



DISCLOSURE

Cachet MDRE (Mount Hope) Inc.

The following documentation is being provided by Cachet MDRE (Mount Hope) Inc. with respect to the proposed standard condominium which is to be a common elements condominium, Wentworth Common Elements Condominium No. ! (the "**Corporation**") in accordance with the *Condominium Act 1998. S.O. 1998, c.19 as amended* (the "**Act**"):

1. Disclosure Statement Table of Contents.

2. Disclosure Statement.

3. Declaration.

4. By-law No. 1 – General Organizational By-Law.

5. Rules.

6. Budget Statement for the one (1) year period immediately following the registration of the proposed Declaration and Description including a schedule of the monthly unit common expenses.

7. Proposed Condominium Plans.

This Disclosure Statement contains various information about the above-noted proposed project as required to be provided to Purchasers under Section 72 of the Act, including a general description of the Property. As the information contained in this Disclosure Statement and other enclosed documents may be sufficiently important to a prospective Purchaser when entering into an agreement of purchase and sale for the purchase of a unit in the proposed project, Purchasers are strongly advised to read all of the documents enclosed in their entirety and to review same with their legal and financial advisors.

December 5, 2023

DISCLOSURE STATEMENT
TABLE OF CONTENTS

(UNDER SUBSECTION 72 (4) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, *1998*

Declarant's name:	Cachet MDRE (Mount Hope) Inc.
Declarant's municipal address:	2555 Meadowpine Blvd, Unit 3 Mississauga ON, L5N 6C3
Brief legal description of the property/proposed property:	Block 264, Plan 62M1275; City of Hamilton, in the Province of Ontario
Mailing address of the property/proposed property:	c/o Melbourne Property Management Inc. 1244 Caledonia Rd Suite 100, North York, ON M6A 2X5
Municipal address of the property/proposed property:	The municipal address has not been finalized.
Condominium corporation:	Wentworth Common Elements Condominium Corporation No. ___ (known as the "**Corporation**")

The Table of Contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, by-laws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

Purchasers should review all documentation.

In this Table of Contents,
"unit" or "units" include proposed unit or units;
"common elements" includes proposed common elements;
"common interest" includes a proposed common interest; and
"property" includes the proposed property.

This disclosure statement deals with significant matters, including the following:

Matter		The article, paragraph and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
1. The Corporation is a freehold condominium corporation that is a common elements condominium corporation.		Refer to: **Disclosure Statement:** Section 2.1 on page 3. **Declaration:** Section 1.3 on page 3.
2. The property or part of the property is or may be subject to the *Ontario New Home Warranties Plan Act*.	☐ Yes ☒ No	Refer to: **Disclosure Statement**: Section 6.1 on page 8.
3. Not applicable		
4. A building on the property has been converted from a previous use.	☐ ☒	Refer to: **Disclosure Statement:** Section 5.1 on page 8.
5. One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	☐ Yes ☒ No	Refer to: **Disclosure Statement:** Section 7.1 on page 8.
6. A provision exists with respect to pets on the property.	☐ Yes ☒ No	Refer to: **Rules**: Section 6 on page 2.
7. There exist restrictions or standards with respect to the use of common elements that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	☒ Yes ☐ No	Refer to: **Disclosure Statement:** Section 4.6 on pages 4 – 5, Section 4.9 on page 7; **Declaration:** Articles 3 – 4, on pages 6 – 10.
8. The Declarant intends to lease a portion of the common interests.	☐ Yes ☒ No	Refer to: **Disclosure Statement:** Section 9.1 on page 8.
9. Not applicable		
10. Not applicable		
11. One or more common interests that is attached or will attach to an owner's parcel of land are exempt from a cost attributable to the rest of the common interests.	☐ Yes ☒ No	Refer to: N/A
12. There is an existing or proposed by-law establishing what constitutes a standard unit. Under clause 43 (5) (h) of the Condominium Act, 1998, the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.	☐ Yes ☒ No	Refer to: N/A
13. Part or the whole of the common elements are subject to a lease or licence.	☐ Yes ☒ No	Refer to: N/A
14. Parking for owners is allowed: a) Not applicable b) on the common elements;) on a part of the common elements of which an owner has exclusive use.	☐ ☒	Refer to: **Disclosure Statement:** Section 4.19 – 4.10 on pages 7 - 8; **Declaration:** Section 3.8, on page 9. Refer to: N/A

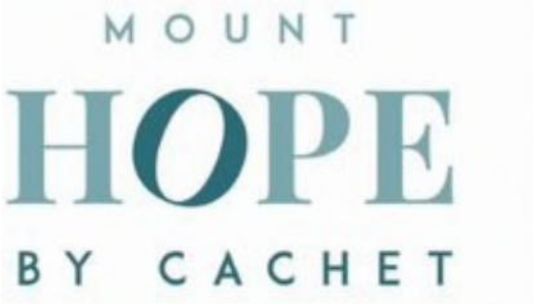
d) There are restrictions on parking.		Refer to: **Disclosure Statement:** Section 4.9(a -d) on page 7; and Article 21 – Section 36 – 3 9 on pages 18 – 19.
15. Visitors must pay for parking. There is visitor parking on the property.	☒ Yes ☐ No	Refer to: **Disclosure Statement:** Section 4.10 on pages 7 – 8. **Declaration:** Section 3.8 on page 9. Refer to: **Disclosure Statement:** Section 4.10 on page 7 – 8. **Declaration:** Section 3.5 on pages 7 – 8, Section 3.8 on page 9.
16. The declarant may provide major assets and property, even though it is not required to do so.	☐ Yes ☒ No	Refer to: **Disclosure Statement:** Section 19.1 on page 15.
17. The Corporation is required: a) to purchase units or assets b) to acquire services; c) to enter into agreements or leases with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant.	☐ ☒	Refer to: N/A Refer to: **Disclosure Statement:** Section 20.1 on page 15. Refer to: **Disclosure Statement**: Section 20.1 on page 15.
18. The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant owns land adjacent to the land described in the description. a) The current use of the land is: mixed residential, commercial and/or mixed use b) The Declarant has made representations respecting the future use of the land. The disclosure statement contains a statement of the representations. c) Applications have been submitted to an approval authority respecting the use of the land. The Disclosure Statement contains a summary of the applications.	☐ Yes ☒ No	Refer to: **Disclosure Statement:** Section 21.1 on page 15. Refer to: **Disclosure Statement:** Section 21.1 on page 15. Refer to: **Disclosure Statement:** Section 21.1 on page 15. Refer to: N/A
19. N/A		
20. Under clause 143 (a) of the Condominium Act, 1998, the common interest is attached or will attach to the owner's parcel of land described in the declaration and cannot be severed from the parcel upon the sale of the parcel or the		

	enforcement of an encumbrance registered against the parcel.		
21.	The declaration contains a list of the buildings, structures, facilities and services to be included in the common elements.		Refer to: Schedule H to the Declaration
22.	N/A		
23.	N/A		
24.	N/A		
25.	N/A		
26.	N/A		
27.	N/A		

The purchaser's rights under the Condominium Act, 1998 to rescind an agreement of purchase and sale are set out at Sections 15 and 16 of the Disclosure Statement on pages 11 – 15 .

This disclosure statement is made this 5th day December, 2023.

Disclosure Statement



DISCLOSURE STATEMENT

Contents

ARTICLE 1 - DATE OF DISCLOSURE STATEMENT 3
Section 1.1 Date 3
ARTICLE 2 - TYPE OF CORPORATION 3
Section 2.1 Type 3
ARTICLE 3 - NAME AND MUNICIPAL ADDRESS OF DECLARANT 3
Section 3.1 Name and Municipal Address of Declarant 3
Section 3.2 Mailing and Municipal Address of the Condominium 3
ARTICLE 4 - GENERAL DESCRIPTION 3
Section 4.1 Legal Description of the Property 3
Section 4.2 Description of the Development 4
Section 4.3 POTLs and Common Interest 4
Section 4.4 Proposed Types and Number of Building 4
Section 4.5 Recreational and Other Amenities 4
Section 4.6 Restrictions for Recreational and other Amenities 4
Section 4.7 Utilities and Services 5
Section 4.8 Easements, Encroachments and Agreements 6
Section 4.9 Owner Parking 7
Section 4.10 Visitor Parking 7
ARTICLE 5 - NO CONVERSION OF RENTED RESIDENTIAL PREMISES 8
Section 5.1 No Conversion 8
ARTICLE 6 - ONTARIO NEW HOME WARRANTIES PLAN ACT (“ONHWPA”) 8
Section 6.1 Applicability 8
Section 6.2 Enrollment 8
ARTICLE 7 - NON-RESIDENTIAL USE 8
Section 7.1 Commercial Use 8
ARTICLE 8 - BLOCKS OF POTLS AND COMMON INTERESTS MARKETED TO INVESTORS 8
Section 8.1 Marketing of POTLs 8
ARTICLE 9 - PORTION OF COMMON INTERESTS DECLARANT INTENDS TO LEASE 8
Section 9.1 Leasing 8
ARTICLE 10 - DECLARATION, BY-LAWS AND RULES 8
Section 10.1 Proposed Documents 8
ARTICLE 11 - BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS 8
Section 11.1 Proposed Management Agreement (Section 111 of the Act) 8
Section 11.2 Other Agreements 9
Section 11.3 Mutual Use Agreements (Section 113 of the Act) 9
Section 11.4 Insurance Trust Agreement (Section 114 of the Act) 9
Section 11.5 Proposed Agreement with Cable, Internet and/or Telecommunications 9
Section 11.6 Proposed Agreement with Utilities Suppliers 10
Section 11.7 Common Interest and Common Expenses 11
ARTICLE 12 - AMALGAMATION 11
Section 12.1 Statement Regarding Amalgamation 11
ARTICLE 13 - BUDGET STATEMENT 11
Section 13.1 Budget Statement 11
ARTICLE 14 - FEES OR CHARGES TO BE PAID TO THE DECLARANT 11
Section 14.1 Fees 11
ARTICLE 15 - RESCISSION RIGHTS (Section 73 of the Act) 11
Section 15.1 Rescission Rights 11
ARTICLE 16 - RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act) 12
Section 16.1 Rescission Rights – Material Change 12
ARTICLE 17 - INTEREST ON DEPOSITS 15
Section 17.1 Interest 15
ARTICLE 18 - USE OF COMMON ELEMENTS 15
Section 18.1 Commercial Purposes 15
ARTICLE 19 - MAJOR ASSETS TO BE PROVIDED BY DECLARANT 15
Section 19.1 No Major Assets 15
ARTICLE 20 - ASSETS OR SERVICES THE CORPORATION MUST PURCHASE FROM THE DECLARANT 15
Section 20.1 Acquisitions 15
ARTICLE 21 - MISCELLANEOUS MATTERS 15
Section 21.1 Adjoining Lands 15

Section 21.2 Rules 15
Section 21.3 Warning Clauses.....15

DISCLOSURE STATEMENT

This Disclosure Statement and the accompanying documents are provided by the proposed declarant, Cachet MDRE (Mount Hope) Inc. (the "**Declarant**") and Cachet Homes (Mount Hope) Inc. (the "**Vendor**") with respect to the proposed common elements condominium development consisting of approximately 106 parcels of tied lands with an appurtenant common interest in the Common Elements, to be located on a portion of the lands legally described as Block 264, Plan 62M1275; City of Hamilton, in the Province of Ontario in accordance with the *Condominium Act, 1998*, S.O. 1998, c.19 and any regulations thereunder, as same is amended from time to time and any replacements thereof (the "**Act**").

All capitalized words in this Disclosure Statement and not defined herein shall have the same meaning as in the Act, or as defined in the proposed declaration (the "**Declaration**") delivered with this Disclosure Statement, unless the context dictates otherwise. If there is any discrepancy in the definition of a word between the Act and the Declaration, the definition in the Declaration shall prevail.

This Disclosure Statement contains important information about the proposed condominium development as required by Section 72 of the Act. As the type and amount of disclosure required by the Act is objective, some Purchasers may have special circumstances such that certain provisions contained in the documents have significant importance to them on an individual basis, but have not been summarized as being significant to the average Purchaser. Purchasers are therefore advised to thoroughly review this Disclosure Statement and to read all of the documents enclosed (and not simply the Disclosure Statement itself) and Ontario's Residential Condominium Buyers' Guide in their entirety and to review same with their legal and financial advisors.

ARTICLE 1 - DATE OF DISCLOSURE STATEMENT

Section 1.1 Date

This Disclosure Statement is made the 5th day of December, 2023.

ARTICLE 2 - TYPE OF CORPORATION

Section 2.1 Type

The Corporation is a freehold condominium corporation that is a Common Elements Condominium Corporation.

ARTICLE 3 - NAME AND MUNICIPAL ADDRESS OF DECLARANT

Section 3.1 Name and Municipal Address of Declarant

The Declarant's Name is:	Cachet MDRE (Mount Hope) Inc.
Municipal Address of Declarant:	2555 Meadowpine Blvd, Unit 3 Mississauga ON, L5N 6C3

Section 3.2 Mailing and Municipal Address of the Condominium

The mailing and municipal and municipal address of the Condominium is as follows:

Municipal Address of the Condominium:	The municipal address of the Condominium has not been finalized.
Mailing Address of the Condominium:	c/o Melbourne Property Management Inc. 1244 Caledonia Rd Suite 100, North York, ON M6A 2X5

ARTICLE 4 - GENERAL DESCRIPTION

Section 4.1 Legal Description of the Property

The proposed condominium (herein referred to as the "**Condominium**" or the "**Corporation**") is to be located on a portion (the "**Property**") of the site (the "**Site**") legally described as Block 264, Plan 62M1275 in the City of Hamilton (the "**City**").

The general location of the Condominium is shown on the draft plans included in the disclosure package. These drafts are only intended to give Purchasers an overview of where the Property and the Condominium will be located and may not be relied upon for actual location of structures, partition walls, interior room location, room size, location of fixtures or other details which may be noted on the draft plans.

Section 4.2 Description of the Development

The Declarant's intention is to construct a common elements condominium development upon the Property, consisting of: (i) 106 parcels of tied lands with an undivided common interest in the condominium (the "**POTLs**") upon which shall be situate one of 106 townhouse dwellings (the "**Dwellings**" and each a "**Dwelling**"); (ii) Visitor Parking Spaces; (iii) private roads; (iv) a park, and (v) those items noted in Schedule "H" to the Declaration. The Purchaser is advised that the items included in the Common Elements set out in Schedule "H" of the draft Declaration is subject to change throughout the development process and during construction as the Declarant finalizes the Condominium. The Dwellings, POTLs and Condominium are hereinafter collectively referred to as the "**Development**".

Purchasers are advised that the closest major intersection to the Development will be Provident Way and Spitfire Drive. Accompanying this Disclosure Statement is a reduced copy of a draft plan of Condominium (the "**Draft Plan of Condominium**") showing the proposed location of the Condominium and POTLs on the Property. The Draft Plan of Condominium is intended to give Purchasers an overview of the general location of the Condominium and the POTLs.

It is intended that Spitfire Drive and Provident Way will provide ingress and egress to the Condominium.

The Declarant may be making or may have made various applications to the City and other Governmental Authorities, including but not limited to zoning approval, site plan approval, part lot exemption by-law and Condominium Draft Plan Approval, subdivision approval and may also be entering into various development and other agreements with the City and/or other applicable Governmental Authorities. These agreements, if required, will enure to and be binding upon the Corporation following registration. The Draft Plan of Condominium and the actual location of structures, if any, or other features shown on the Draft Plan of Condominium and the exact location of the roadways and the Private Road thereon may be altered and/or revised to comply with decisions in connection with zoning approval, site plan approval and Condominium Draft Plan Approval and any other approvals that may be required from any Governmental Authorities. Site plan approval is conditional upon the Declarant entering into the City's standard site plan control agreement, which may be registered on title to the Property.

Purchasers of Dwellings are notified that during the construction of the Development (and the development of adjacent lands which may be owned by the Declarant, including without limitation the Site), the Declarant, its agents, servants, contractors, suppliers and trades will be entitled to use those portions of the Common Elements of the Condominium as may be deemed necessary by the Declarant in its sole, absolute and unfettered discretion and that during construction, a certain amount of dust, noise and heavy traffic will occur. The Declarant shall take reasonable efforts to ensure that its agents, servants, contractors, suppliers and trades will carry out their work on behalf of the Declarant, in such a manner as to reduce the degree of interference and discomfort to the residents of the Dwellings and their use and enjoyment of the Property, provided that nothing shall derogate from the right of the Declarant to complete construction of the Development and the development of adjacent lands owned by the Declarant in the manner contemplated by the Declarant.

Section 4.3 POTLs and Common Interest

The owners of the POTLs shall be entitled to use the Common Elements of the Condominium for themselves, their tenants, guests and invitees. The common interest attaches to the owner's parcel of land described in the Declaration and cannot be severed from the parcel upon the sale of the parcel or the enforcement of an encumbrance registered against the parcel.

Section 4.4 Proposed Types and Number of Building

There are no units or buildings within the condominium plan.

Section 4.5 Recreational and Other Amenities

Currently, no recreational amenities are contemplated save and except for a park and/or landscaped areas. It is presently anticipated that it is unlikely that the park will be operational and available for use during the interim occupancy period.

It is contemplated that there will be approximately 54 Visitor Parking Spaces. Please see Section 4.10.

Section 4.6 Restrictions for Recreational and other Amenities

The park will be owned and operated by the Corporation and the cost of same will be included in the Common Expenses of each Owner. The use of the park shall be subject to all restrictions as set out in the Declaration, Rules and By-Laws of the Corporation.

The use of the Visitor Parking Spaces will be restricted to visitors and guests of Owners of POTLs and may not be used by the Owners or occupants of POTLs. The Declarant reserves the right to change the availability, location, dimensions and number of the designated Visitor Parking Spaces in its sole, absolute and unfettered discretion.

Section 4.7 Utilities and Services

(a) Refuse Collection and Recycling:
There will be designated areas within the Common Elements for the placement of earth bins designed for the collection of garbage, and/or recycling. The garbage and recycling collection shall be provided through a private contractor. The Purchaser shall comply with all requirements from such private contractor in relation to garbage collection. The Condominium will be required to enter into or assume agreement(s) for the collection of garbage and recycling, and the cost of same shall form part of the Common Expenses of the Condominium. Any waste disposal systems, including, but not limited to any material sorter, bins, and compactor as well as tractors used by the Condominium may be leased from a supplier and the Corporation shall be required to assume the lease(s) for such equipment and pay for all expenses related thereto upon registration of the Condominium.

(b) Snow Removal
Snow removal from the roadways forming part of the Common Elements will be contracted for with a private contractor and not performed by the City. The Corporation shall be required to enter into or assume agreement(s) for the removal of snow and all costs and expenses related thereto shall form part of the Common Expenses of the Condominium.

(c) Mail Delivery
It is anticipated that mail will be delivered to a community mailbox, and mail service shall not be provided to each individual POTL on a door to door basis.

(d) Utilities

(i) It is currently intended that hydroelectricity, gas, cold and hot water, heating and cooling used and consumed in the POTLs will be separately metered and charged, with the respective Owner bearing the costs of the Utilities and related services used and consumed in, or applicable to that Owner's Polt and billed separately by the suppliers of those Utilities and related services (including without limitation by a submetering company), or by the Condominium's property Manager (if any), in addition to and not forming part of the Common Expenses. The Utilities meters may be a wireless-type system allowing usage readings to be transmitted wirelessly. Each POTL Owner shall receive and be responsible for, payment of the invoice with respect to the consumption of cold and hot water, hydro and gas utilities for his/her POTL.

(ii) The cost of utilities supplied to the Common Elements shall form part of the Common Expenses.

(iii) Notwithstanding anything herein or in the proposed Declaration, the Declarant reserves the right to bulk meter any utility which is described herein or in the proposed Declaration as being separately metered and Purchasers are specifically put on notice of same. Further, and notwithstanding anything herein or in in the proposed Declaration, the Declarant reserves the right to separately meter/check meter/consumption meter any utility which was not described herein or in the proposed Declaration as being separately, check and/or consumption metered and Purchasers are specifically put on notice of same.

(iv) One or more Utilities Suppliers may also make a capital contribution to the metering system in the Condominium by, among other things, designing, supplying and/or installing the separate meters within the Condominium or to each POTL. These meters may not form part of the Common Elements or part of the POTLs and may be owned by the Utilities Suppliers at all times. The cost of the above contribution may be amortized into the monthly utility costs billed by the Utility Suppliers or suppliers of related services or submetering companies to the Owners.

(v) Purchasers and Owners shall execute and deliver to the Declarant such documentation as may be required by the Declarant, the Corporation, any Utilities Supplier or supplier of related services, or submetering company as and when required, for the separate, check or sub-metering and billing of a utility which documentation may include, without limitation, contract(s) with the provider of a utility and/or the party monitoring the consumption of a Utility and/or an assumption agreement(s) with regard to such contract(s). In addition, Purchasers and Owners may be required to execute and deliver such documentation as may be required by the Corporation acknowledging that the separate, check or sub meters installed within a POTL do not form part of the POTL and instead, belong to a third party Utilities Supplier. The Purchasers shall permit access to the POTL to any Utilities Supplier or supplier of related services or submetering company to read the sub-meters, check meters or consumption meters (collectively, the "**Meters**") for the POTL at all

reasonable times and from time to time, in order to conduct meter readings of the Meters, or carry out any necessary maintenance or repairs thereto, as and when required.

(vi) In addition to the foregoing, if required by the Declarant, Purchasers shall pay to the Declarant (or as it may otherwise direct) the cost in respect of the provision and installation of a meter for any utility servicing such Purchaser's POTL which was not previously described herein or in the Declaration as being separately, check and/or consumption metered plus applicable taxes, as an adjustment on Occupancy Date or final closing of the purchase of the POTL if the Declarant decides to provide for the separate metering of such utility.

(vii) In the event that the POTLs are sub-metered or check metered for any Utilities for which the Corporation receives a bulk invoice for such Utilities consumed by the Condominium and POTLs as a whole, then such invoice for Utilities shall be paid by the Corporation on behalf of all of the Owners and the Condominium. Each Owner will then be charged for Utilities usage as shown in the sub-meters or check meters for his POTL with respect to such Utilities. In addition, the Purchaser shall be responsible from the Occupancy Date, to pay any and all monthly or other administration fees chargeable by the Utilities Supplier and/or suppliers of related services or submetering company. The Corporation, or a representative of the Corporation, the Utilities Supplier, suppliers of related services or submetering company (the "**Utilities Payee**") shall issue invoices to the Owners for the Utilities usage attributable to such Owner's POTL. The Utilities Payee at its sole option, may provide invoices containing estimates of amounts payable by an Owner on account of Utilities for such Owner's POTL for the next ensuing 12 months, provided that at least once annually, the Utilities Payee shall complete for each POTL, an adjustment of the Utility usage amount with the bulk bill received from a Utilities Supplier. In such event, the amounts so estimated shall be payable by the Owner in advance in equal monthly instalments on the same day as the monthly payments of Common Expenses attributable to such Owner's POTL, or such other date as may be required by the Utilities Payee (the "**Due Date**"). The Owner agrees to provide all information, documents and also to sign and deliver documents, authorizations and forms which may be required by the Utilities Payee in order to set up a pre-authorized payment plan relating to the monthly payments for the Utilities.

(viii) In the event that such Owner fails to pay on the Due Date to the Utilities Payee the amount as set out in an invoice relating to the Utilities usage of such Owner's POTL (the "**Unpaid Amount**"), then in addition to any other rights and remedies available to the Utilities Payee either at law or in equity, the Utilities Payee: (1) shall be entitled to charge such Owner interest from the Due Date on the Unpaid Amount until the Unpaid Amount is paid together with all costs incurred by the Corporation in relation to the collection of such Unpaid Amounts, at the rate of 24% per annum, calculated and compounded monthly not in advance, together with interest at the same rate as on overdue interest (the Unpaid Amount together with interest due thereon, collectively the "**Outstanding Utilities Charges**"); (2) may add or request the Corporation add such Outstanding Utilities Charges to the Common Expenses payable by such Owner to the Condominium and to recover same from the Owner in the same manner as Common Expenses, with corresponding lien rights in favour of the Condominium as applicable to Common Expense arrears; (3) register or request that the Corporation register a lien against the POTLs owned by such defaulting Owner, for the Outstanding Utilities Charges and such lien (the "**Utility Lien**") shall be enforceable by the Condominium in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of *The Mortgages Act R.S.O. 1990, as amended,* and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Condominium (as a prerequisite to the registration and/or enforcement of the lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Condominium shall be entitled to forthwith apply to such court for same, and the defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Condominium; and (4) shall be entitled, subject to complying with all applicable laws, to stop the supply of any Utilities where payments owing for same are more than 30 days in arrears.

Section 4.8 Easements, Encroachments and Agreements

The Condominium may receive and be subject to various easements that may be required to supply or provide access to certain services or for other reasons, some of which are described generally as follows:

(a) any subdivision agreement, condominium agreement, Section 37 municipal agreement, servicing agreement, site plan agreement, cost sharing or reciprocal operating agreement, financial agreement, encroachment agreement and security agreement and any agreement or other instrument containing provisions relating to the conveyance, construction, use, development, installation, maintenance, operation, repair of facilities, services, recreational areas, common areas, party walls, parking, maintenance right of ways, utilities or the erection of a building or other improvements in or on the

Property and which may now or hereafter be registered on title to the Property, including the acceptance of those warning clauses included in Section 21.3 hereof, which the Purchaser acknowledges having been advised of;

(b) any agreements relating to the conveyance, construction, maintenance and repair and/or access to and from any roadways;

(c) an easement to the Declarant over the Common Element areas of the Condominium for the purpose of construction, maintenance and sales relating to the Development;

(d) easements in favour of any Governmental Authorities for fire and emergency vehicular access to the Development;

(e) easements required by any Governmental Authorities pursuant to various development and site plan agreements, including but not limited to an easement to the City for pedestrian and vehicular ingress and egress;

(f) easements in respect of the installation, supply, maintenance, repair and replacement of Utilities such as hydro, gas, water, and other services such as television, telephone, internet or other telecommunications services to the Condominium;

(g) easements in respect of the installation, supply, maintenance, repair, inspection and replacement of mechanical, electrical or structural services or facilities, including without limitation, roofing, underground storm and sanitary sewer pipes, gas pipes, waterlines, sprinkler system, hydro-electric wires, cables, emergency generators and transformer vaults and/or underground conduits;

(h) easements in favour of any water, gas, or electricity distribution company or other local utility provider or any of their subcontractors, successors and assigns for the purposes of conducting inspections, maintenance, repair or the reading of utilities meters, Smart meters, submeters, check meters, bulk meters, other electrical devices related thereto and other components of a distribution system for utilities;

(i) encroachments, easements or agreements in favour of the owners of lands adjacent to the Development, including without limitation the right to (i) temporarily maintain any tiebacks, hoarding and encroachments under, and on the Development; (ii) swing a crane through airspace of the Development; and (iii) a right of way over parts of the Development that are contiguous with the adjacent lands for the purpose of permitting construction on, ingress and egress over such parts to, such adjacent lands which may include a right of way over shared driveway ramps; (iv) construct, use, maintain and repair certain servicing and structures which may be located underneath or within the Development; and

(j) any other easements contained in the Condominium Documents and Agreement of Purchase and Sale.

The easements are described in this Disclosure Statement in a general nature, as the specific locations for the easements and the reference plans that are required to describe them have not been finally determined.

Section 4.9 Owner Parking

(a) Parking of vehicles by the Owners or occupants of the POTLs is only permitted on the private driveways and within the garages (if any) of the Dwellings.

(b) Parking of vehicles is not permitted on any portion of the entrance way, or roadways located within the Condominium.

(c) Driveways and driveway curb depressions completed by the Declarant may not be enlarged or relocated.

(d) Owners or occupants shall not permit the parking of any vehicles which interferes with the walkway and roadways in the Common Elements.

Section 4.10 Visitor Parking

(a) Visitors to the POTLs shall park their vehicles only upon the designated visitor parking areas located within the Condominium. It is currently contemplated that there will be approximately fifty four (54) Visitor Parking Spaces. The use of the Visitor Parking Spaces will be restricted to visitors and guests of the Owners or occupants of the POTLs, for the purposes of parking thereon only one (1) motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. Currently, it is anticipated that there will be no charge for parking in the Visitor Parking Spaces. Visitor Parking Spaces shall not be used by the Owners or occupants of the POTLs save and except as otherwise

provided in the Declaration. It is intended that Visitor Parking Spaces will be located above ground. There is no charge for parking in the Visitor Parking Spaces.

(b) The Declarant reserves the right to change the availability, location, dimensions and number of the designated Visitor Parking Spaces in its sole, absolute and unfettered discretion.

(c) The Declarant, the Declarant's Related Entities or any person authorized by any one of them, including, without limitation, their employees, invitees, servants, agents, contractors and subcontractors, shall have the right to the free use of any number of Visitor Parking Spaces until five (5) years after all POTLs in the Condominium have been sold and title transferred to Purchasers.

(d) Visitor Parking Spaces will form part of the Common Elements.

ARTICLE 5 - NO CONVERSION OF RENTED RESIDENTIAL PREMISES

Section 5.1 No Conversion

In respect of the Development, the Declarant has not made an application pursuant to Section 9(4) of the Act to any Governmental Authorities for approval in respect of a property that includes a building or related group of buildings containing one or more premises that is used as a rented residential premises or that has been used as a rented residential premises and is vacant.

ARTICLE 6 - ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

Section 6.1 Applicability

The Condominium is not subject to the ONHWPA.

Section 6.2 Enrollment

As the Condominium is not subject to the ONHWPA, the Declarant does not intend to enroll the Common Elements pursuant to the ONHWPA.

ARTICLE 7 - NON-RESIDENTIAL USE

Section 7.1 Commercial Use

None of the Dwellings nor the Common Elements are to be used for commercial purposes or other purposes not ancillary to residential purposes.

ARTICLE 8 - BLOCKS OF POTLS AND COMMON INTERESTS MARKETED TO INVESTORS

Section 8.1 Marketing of POTLs

The Declarant does not presently intend to but reserves the right to market POTLs (and the common interests attaching thereto) in blocks to investors. No restriction is placed upon the number of POTLs marketed in blocks to investors or the number of POTLs that may be purchased by an individual, as partnership, trust, corporation, or any combination thereof, or other entity.

ARTICLE 9 - PORTION OF COMMON INTERESTS DECLARANT INTENDS TO LEASE

Section 9.1 Leasing

The Declarant does not presently intend to lease any common interests.

ARTICLE 10 - DECLARATION, BY-LAWS AND RULES

Section 10.1 Proposed Documents

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

ARTICLE 11 - BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS

Section 11.1 Proposed Management Agreement (Section 111 of the Act)

(a) Although the present intention of the Declarant is that the Corporation will be managed by the Owners and not by a property manager, the Declarant reserves the right to have the Corporation enter into a management agreement (the "**Management Agreement**") with such manager as may be selected by the Declarant (the "**Manager**") pursuant to which the Manager shall be the sole and exclusive representative

and managing agent of the Corporation subject to overall control of the Corporation, for a period specified in the Management Agreement. The Manager is or will be at the time of registration of the Condominium, an entity licensed under the *Condominium Management Services Act,* 2015, S.O. 2015, c. 28, as amended. The duties of the Manager will be fully set out in the Management Agreement and do not include the duties of the directors and officers of the Corporation as set forth in the By-Laws unless specifically stated otherwise in the Management Agreement. The Manager is entitled to act in the name of the Corporation in order to carry out the Corporation's duties under the Declaration, the Act and the By-Laws. The Manager will collect and expend the Common Expenses and supply monthly statements and annual budgets.

(b) If a Manager is retained pursuant to a Management Agreement, then the Corporation shall pay the Manager for its managerial services the sum (if any) as set out in the Budget during the first year of the Management Agreement. Notwithstanding anything contrary to the Management Agreement, Declaration or an instrument, the Management Agreement may be terminated by the Corporation pursuant to the provisions of Section 111 of the Act.

(c) The Management Agreement may be terminated by the Manager or Corporation pursuant to the terms of the Management Agreement.

Section 11.2 Other Agreements

The following agreements shall be entered into by the Board or Declarant, as applicable. Each of the following agreements may be terminated by the Corporation pursuant to the provisions of Section 112 of the Act:

(a) Reserve Fund Study

The Board elected or appointed at a time when the Declarant owns a majority of the common interests (i.e. the Declarant Board) may contract with a qualified consultant for the preparation of a Reserve Fund Study to be performed immediately following registration of the Declaration and Description, to ensure that the Corporation maintains adequate Reserve Funds for major repair and replacement of the Common Elements and assets of the Corporation.

(b) Performance Audit

The Board elected or appointed at a time when the Declarant owns a majority of the common interests (i.e. the Declarant Board) may contract with a qualified consultant for the preparation of a Performance Audit of the Common Elements, to be performed no earlier than six (6) months and no later than ten (10) months following the registration of the Declaration.

(c) Miscellaneous Contracts

The Board will enter into such contracts as may be necessary or required for the provision of services to the Development and the Condominium including, without limitation, hydro, water, gas, landscaping, snow removal, telecommunication services, cable services, garbage pick-up and disposal, provision of supplies, provision of services, insurance, accounting services, and other such matters as may be required for the orderly operation of the business of the Corporation.

Section 11.3 Mutual Use Agreements (Section 113 of the Act)

The Declarant may enter into agreements for the mutual use, provision or maintenance or cost sharing of facilities or services. However, at the present time there is no plan to enter into any such agreements.

Section 11.4 Insurance Trust Agreement (Section 114 of the Act)

At the current time, the Declarant does not intend to enter into an insurance trust agreement.

Section 11.5 Proposed Agreement with Cable, Internet and/or Telecommunications

It is currently contemplated that the Declarant may enter into one or more agreements (the "**Bulk Service Agreements**") with cable , internet and/or telecommunications providers, selected by the Declarant in its sole, absolute and unfettered discretion (the "**Telecommunication Service Providers**"). Such Bulk Service Agreements may provide that the Telecommunication Service Providers will provide certain cable, telecommunications and/or internet services for such term, at such prices and upon such terms and conditions as the Declarant may determine in its sole, absolute and unfettered discretion.

The Bulk Service Agreement(s) may grant to and in favour of the Telecommunication Service Providers, a right of access or easement over, under and across the Common Elements of the Corporation in order to facilitate the ability of the Telecommunication Service Providers to install, maintain, repair, replace and operate its cable or telecommunications equipment throughout the Common Elements of the

Condominium. All materials, supplies, cable or telecommunications equipment wires, attachments and appurtenances installed by the Telecommunication Service Providers shall remain the personal property of the Telecommunication Service Providers, even though same may be affixed to any POTL or the Common Elements.

The Corporation and/or each individual Owner shall be required to assume the obligations of the Declarant under such Bulk Service Agreements and will be required to pay all fees and expenses specified in the Bulk Service Agreements. Such fees and expenses may constitute and form part of the common expenses of the Corporation, or may be the obligation of each individual Owner.

Owners are advised and are specifically put on notice that in the event that the Declarant enters into Bulk Service Agreements, all Owners will be required to subscribe to such services, and no Owner shall have the right to opt out of services provided by such Telecommunication Service Provider and must contribute to the costs and expenses in relation thereto irrespective of whether such Owner utilizes the services provided.

Section 11.6 Proposed Agreement with Utilities Suppliers

Without limiting the generality of Section 4.7(d) of this Disclosure Statement, the Declarant may have entered into one or more agreements including but not limited to a metering agreement with one or more Utilities Suppliers (the "**Utilities Agreements**") in which the Utilities Supplier shall supply meters to be installed in the POTLs or within the Condominium for the metering of water, hydro electricity and/or gas usage and consumption in each POTL or the Condominium (the "**Meters**"). The Declarant reserves the right to not enter into, or amend the terms of any agreements with the Utilities Supplier, and may, all in its sole, absolute and unfettered discretion decide to bulk meter the Condominium and include the cost of all utilities supplied to the Condominium and the POTLs in the monthly Common Expenses. The Corporation shall be required to assume the obligations of the Declarant under any Utilities Agreements by executing an assumption agreement provided by the Declarant. In the event that any of the Utilities Agreements are terminated pursuant to Section 112 of the Act or otherwise, the Utilities Suppliers shall have the right to remove Meters installed by it (or any part thereof) from the Condominium including the POTLs and/or recover its investment in any electricity distribution system and all associated termination, disconnect and removal costs from the Corporation and each Owner. There may be termination fees payable relating to the termination of the Utilities Agreements set out in the Utilities Agreement.

The following additional disclosures are made with respect to Utilities Agreements:

(a) The Utilities Supplier may make a capital contribution to the Condominium's water, hydro electricity and/or gas sub-metering system by completing its obligations set out in the Utilities Agreements including, without limitation, the design and supply of the Meters. The Meters shall not form part of the Common Elements of the Condominium nor the POTLs and shall be owned by the Utilities Supplier at all times.

(b) Each Owner may be required to contact each of the Utilities Suppliers directly to set up an account for the use of water, hydro electricity and/or gas and to enter into a customer services agreement with each of the Utilities Suppliers and deliver same to such Utilities Suppliers or the Condominium on or before the Occupancy Date or on or before the Closing Date, as applicable;

(c) Each Owner may be required to pay a security deposit to each of the Utilities Suppliers on or before the Occupancy Date and each of the Utilities Suppliers shall have the right to conduct credit checks on each Owner of a POTL. Without limiting the generality of the foregoing, pursuant to the Utilities Agreement, each Owner shall be required to pay a security deposit to the Utilities Supplier;

(d) The reading of meters, billing/invoicing, and collection of payment with respect to the usage of hydro electricity, water and/or gas within the Condominium (including without limitation within the POTLs) shall be determined by the Corporation, its representative or the Utilities Suppliers pursuant to the Utilities Agreement.

(e) Each Owner shall be required to provide access to such Owner's POTLs to each Utilities Supplier, the Declarant or agents of any of the foregoing for the purpose of installation, repair, reading, maintenance and removal of Meters. The Declaration will provide that the Corporation shall authorize entry to the Common Elements and Owners shall also be obligated to provide access to POTLs, by any Utilities Suppliers or its subcontractors from time to time, as deemed necessary by any Utilities Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submetering system, or check meters. Work that is required within a POTL or Common Elements (including Exclusive Use Common Elements) in order to facilitate the usage and operation of any submetering system or check Meters is also permitted and authorized upon not less than 24 hours' notice to the Owner of the POTLs unless access to the POTLs is required in the case of urgency, whereupon no notice is required.

(f) In the event that the same Utilities Supplier is providing more than one utility service to the

Condominium, then such Utilities Supplier may issue a single invoice to Owners of POTLs for all such services. In the event any partial payment of such single invoice is made, the Utilities Supplier may, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of one utility service first.

(g) In addition and without prejudice to the rights and remedies set out in Section 4.7(d), in the event an Owner is in default of payment of invoices to any Utilities Supplier, as a condition of being supplied or continuing to be supplied with any Utilities, the Corporation has the right to require such Owner to maintain a deposit with the Corporation in an amount as determined by the Board but not less than two (2) month's Common Expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to a Utilities Supplier with respect to the supply of any Utilities to such Owner's POTL.

(h) The Declaration will provide that the Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of any Utilities to a POTL and/or to register a common expense lien against such POTL.

Section 11.7 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 such proportions set forth opposite each POTL number in Schedule "D" of the Declaration. Each Owner, shall contribute to the Common Expenses in the proportions as set forth opposite each POTL number in Schedule "D" of the Declaration. The total of the proportions of the common interests and the total of the proportions of the contributions to the Common Expenses shall be 100%.

ARTICLE 12 - AMALGAMATION

Section 12.1 Statement Regarding Amalgamation

The Declarant does not intend to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the Declaration and Description for the Corporation nor does the Declarant have any knowledge that the Corporation intends to amalgamate with another corporation.

ARTICLE 13 - BUDGET STATEMENT

Section 13.1 Budget Statement

A Budget statement for the one (1) year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. The Budget also includes the particulars of any reasonably foreseeable increases in the actual first-year budget. The Budget will be increased by an inflation factor of 8.0% per year to take into account inflation which has occurred up to the time of registration of the Declaration and Description if the registration of the Condominium is not completed by April 30, 2025.

ARTICLE 14 - FEES OR CHARGES TO BE PAID TO THE DECLARANT

Section 14.1 Fees

There are no fees or charges that the Condominium is required or intended to pay to the Declarant or any other person or persons, except as expressly provided or contemplated herein or in the proposed first year budget statement of the Condominium. Please refer to the first year budget statement for all projected or anticipated expenses of the Condominium, and the corresponding services being provided.

ARTICLE 15 - RESCISSION RIGHTS (Section 73 of the Act)

Section 15.1 Rescission Rights

The following is a copy of Section 73 of the Act which sets out the rights available to a Purchaser to rescind the agreement of purchase and sale:

" **Rescission of agreement**

73 (1) A purchaser who receives a disclosure statement and the condominium guide 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 registerable form.

Notice of rescission

(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 latest of,

(a) the date that the purchaser receives the disclosure statement;
(b) the date that the purchaser receives a copy of the applicable condominium guide under section 71.1; and
(c) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

Refund upon rescission

(3) If a declarant or the declarant's 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."

ARTICLE 16 - RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)

Section 16.1 Rescission Rights – Material Change

The following is a copy of Section 74 of the Act which sets out what constitutes a "material change" and the rights available to a Purchaser to rescind the agreement of purchase and sale in the event of a material change:

" **Material changes in disclosure statement**

74 (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. 1998, c. 19, s. 74 (1).

Definition

(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;

Note: On a day to be named by proclamation of the Lieutenant Governor, clause (b) of the definition of "material change" in subsection 74 (2) of the Act is repealed and the following substituted: (See: 2015, c. 28, Sched. 1, s. 65 (1))

(b) a substantial modification, within the meaning of subsection 97 (9), that is an addition, alteration or improvement that the corporation makes to the common elements after a turn-over meeting has been held under section 43,

(c) a change in the portion of the units or proposed units that the declarant

(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. 1998, c. 19, s. 74 (2).

Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of "material change" in subsection 74 (2) of the Act is amended by striking out "or" at the end of clause (d) and by adding the following clauses: (See: 2015, c. 28, Sched. 1, s. 65 (2))

(f) except as is otherwise prescribed, an increase of less than 10 per cent in the common expenses mentioned in any part of subsection 72 (6), determined in accordance with the regulations,

(g) except as is otherwise prescribed, an increase in the common expenses mentioned in any part of subsection 72 (6) if it is the result of the application, in the prescribed manner, of any prescribed taxes, levies or charges, or

(h) anything that is prescribed.

Contents of revised statement

(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. 1998, c. 19, s. 74 (3).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (3) of the Act is repealed and the following substituted: (See: 2015, c. 28, Sched. 1, s. 65 (3)).

Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall be prepared in accordance with the regulations, shall clearly identify all changes that, in the reasonable belief of the declarant, are or may be material changes and shall summarize the particulars of them in the prescribed manner. 2015, c. 28, Sched. 1, s. 65 (3).

Time of delivery

(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.

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (4) of the Act is amended by striking out "within a reasonable time" and substituting "as soon as reasonably possible". (See: 2015, c. 28, Sched. 1, s. 65 (4)).

Purchaser's application to court

(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. 1998, c. 19, s. 74 (5); 2000, c. 26, Sched. B, s. 7 (5).

Rescission after 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 as 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 Superior Court of Justice makes a determination under Subsection (5) or (8) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6); 2000, c. 26, Sched. B, s. 7 (5).

Notice of rescission

(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. 1998, c. 19, s. 74 (7).

Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice 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). 1998, c. 19, s. 74 (8); 2000, c. 26, Sched. B, s. 7 (5).

Refund upon rescission

(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. 1998, c. 19, s. 74 (9).

Time of refund

(10) The declarant shall make the refund,

(a) within 10 days after receiving 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). 1998, c. 19, s. 74 (10).

Note: On a day to be named by proclamation of the Lieutenant Governor, section 74 of the Act is amended by adding the following subsections: (See: 2015, c. 28, Sched. 1, s. 65 (5))

Application

(11) A person who is or was a purchaser may make an application to the Superior Court of Justice for an order under subsection (12). 2015, c. 28, Sched. 1, s. 65 (5).

Court order

(12) The court, if satisfied that the declarant has, without reasonable excuse, failed to comply with subsection (1), (3), (4), (9) or (10),

(a) shall order that the declarant pay damages to the person for the loss that the person incurred as a result of the declarant's acts of non-compliance with subsection (1), (3), (4), (9) or (10), as the case may be;

(b) shall order that the declarant pay the person's costs of the application;

(c) may order the declarant to pay to the person an additional amount not to exceed $10,000; and

(d) may order the declarant to comply with subsection (1), (3), (4), (9) or (10), as the case may be. 2015, c. 28, Sched. 1, s. 65 (5)."

ARTICLE 17 - INTEREST ON DEPOSITS

Section 17.1 Interest

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

ARTICLE 18 - USE OF COMMON ELEMENTS

Section 18.1 Commercial Purposes

As of the date of the Disclosure Statement, the Declarant does not intend to use any portion of the Common Elements or the POTLs of the Condominium for commercial purposes or other purposes not ancillary to residential use.

ARTICLE 19 - MAJOR ASSETS TO BE PROVIDED BY DECLARANT

Section 19.1 No Major Assets

The Declarant does not intend to provide any major assets or property to the Corporation.

ARTICLE 20 - ASSETS OR SERVICES THE CORPORATION MUST PURCHASE FROM THE DECLARANT

Section 20.1 Acquisitions

There are no assets, property or services that the Corporation is required to acquire from, nor are there any agreements or leases that the corporation must enter into with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.

ARTICLE 21 - MISCELLANEOUS MATTERS

Section 21.1 Adjoining Lands

The Declarant or the Declarant's Related Entities own lands that are adjacent to the lands to be described in the Declaration and Description for the Condominium. The Declarant has made representations respecting the future use of the lands adjacent Condominium. It is intended that the adjacent lands will be developed for residential, commercial and/or mixed use.

Section 21.2 Rules

In accordance with Section 58 of the Act, the Board may make, amend or repeal Rules respecting the use of Common Elements, the assets of the Corporation, Visitor Parking Spaces, and POTLs to promote the safety, security or welfare of the Owners and of the property and assets of the Condominium, or prevent unreasonable interference with the use and enjoyment of the Common Elements or the POTLs.

The Rules shall be reasonable and consistent with the Act, the Declaration and By-Laws. Attached to this Disclosure Statement are the proposed Rules which the Declarant intends to be adopted and approved by the Board after registration of the Condominium.

Section 21.3 Warning Clauses

The Purchaser hereby unconditionally acknowledges that he/she is aware of the warning clauses and notices set out below and in the agreement of purchase and sale and any other schedules, and confirms that he/she does not object, in any manner whatsoever, to any of these matters, warning clauses and notices.

The Purchaser acknowledges that there may be errors or changes to the warning clauses and notices in this Agreement as the Development progresses.

The Purchaser acknowledges and agrees that there may be additional warning clauses and notices required to be inserted by Governmental Authorities which may relate to, inter alia, noise, odour, pollution, proximity of Condominium to major streets or public transit facilities, factories, vibration exposure and similar matters and/or to the matters described herein and such additions shall not be and shall not be deemed to be a material change.

The Purchaser hereby waives and releases any claims that the Purchaser may have against the Declarant with respect to the aforementioned matters, warning clauses, and notices and any additional matters, warning clauses or notices as referred to at a future date. The Purchaser acknowledges and agrees that the notices and warning clauses set out in this schedule and Agreement, and any additional notices and warning clauses may be registered on title to the purchased POTL and may be included in the proposed Declaration when registered, at the sole, absolute and unfettered discretion of the Declarant.

The Purchaser covenants and agrees that it will ensure that all of the notice provisions shall be included in any lease, sublease, or agreement of purchase and sale to any subsequent lease or purchaser, ad infinitum.

CONSTRUCTION

1) The Purchaser may be inconvenienced by ongoing construction activities relating to the Development until the Development has been completed. The Condominium may be subject to various easements in the nature of a right of way in favor of adjoining and/or neighboring land owners for utilities, construction and to permit ingress and egress to those properties.

SCHOOLS

2) Despite the best efforts of the local School Board and local Catholic District School Board (collectively, the "**Boards**"), sufficient accommodation may not be locally available for all students anticipated from the Condominium and that students may be accommodated in facilities outside the area, and further, that students may later be transferred. If bussing is provided by the Boards in accordance with the Boards' policies, students will not be bussed home or to school, but will meet the bus at designated locations in or outside of the area.

TRAFFIC

3) There may be a high volume of traffic on the streets and highways located near the Development, which may affect the vehicular access to and from the Development.

4) There are bus routes located in close proximity to the Development which may result in high pedestrian and vehicular traffic.

5) Owners and/or tenants are advised that Westland Drive is planned to be extended to the abutting industrial lands to the west and that heavy trucks may use this road.

6) In the future, there may be light rail transit, subways or other mass transit systems in close proximity to the Development which may result in high pedestrian and vehicular traffic.

7) Canadian National Railway Company or its assigns or successors in interest or its affiliated railway companies (collectively "CNR") has or may have a rights-of way or are or may be the owners of lands within 300 metres from the land which is the subject hereof. In addition to the current use of the lands owned by CNR, there may be alterations to or expansions of the rail and other facilities on such lands or rights-of-way in the future including the possibility that CNR or any railway entering into an agreement with CNR to use the CNR lands or CNR and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the environment of the residents and tenants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development, building and individual dwellings. CNR and their successors and assigns will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands or rights of way.

8) The proposed Condominium may be located in close proximity to bus and other routes on the local transit commission.

9) Metrolinx, carrying on business as GO Transit, or its assigns and successors in interest has or may have a rights-of way or are or may be the owners of lands within 300 metres from the land which is the subject hereof. In addition to the current use of the lands owned by Metrolinx, there may be alterations to or expansions of the rail and other facilities on such lands or rights-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the Metrolinx lands or Metrolinx and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the environment of the residents and tenants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development, building and individual dwellings. Metrolinx, Go Transit and their successors and assigns

will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands or rights of way.

10) The Condominium shall, if required by Metrolinx, grant Metrolinx an environmental easement for operational emissions, registered on title against the subject residential dwellings in favour of Metrolinx.

STORM SEWER AND SEWAGE SYSTEM MANAGEMENT

11) The Purchaser is advised that the City may have implemented storm water management policies intended to minimize the impact of development on the surrounding land areas, and that it may be necessary to implement on-site storm water management techniques in the design and construction of the site works and services, including but not limited to, rooftop storage and/or detention ponding in car parking and/or landscaped areas. Purchasers acknowledge that they will maintain any on-site storm water management facilities and that they will not alter or remove these facilities without the prior written consent of the City.

12) The Purchaser is advised that the facilities and location of any storm water management facilities, including any landscaping associated with said facilities, have not been finalized. The Purchaser is advised to contact the City for further details.

NOISE ABATEMENT

13) The Purchaser acknowledges that because of the construction of the Development, there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Corporation and Owners agree that they will not interfere with the construction of the Development or the trades, as they carry on their work.

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

15) Purchasers/tenants are advised that due to the proximity of adjacent commercial facilities, sound levels from the facilities may at times be audible.

16) The Purchaser is advised that the Dwelling will be located in close proximity to other dwellings in the Development and may result in occasionally cause noise and inconvenience to residential occupants and visitors.

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

SERVICES AND PUBLIC/PRIVATE UTILITIES

18) The Purchaser is advised that there may be transformers, utilities, service boxes, hydrants and valves, mailboxes, bus pads, light standards, cable and telephone boxes or other municipal services constructed adjacent to or upon boulevards in the vicinity of the Development or within their POTL. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, fencing, or other devices.

19) The Purchaser is advised that the engineering and servicing plans for this Development, which includes the location of easements for municipal services and public and private utilities, are subject to the approval of the City, and final locations for easements and services and utilities may change. Additional easements may be required. The Purchaser is advised to contact the City for further details.

20) The Purchaser is advised that gas, electricity and water distribution markets are constantly fluctuating and that the Declarant's reasonable assumptions regarding such utility costs may be incorrect due to circumstances which cannot be accurately predicted as of the date of the Budget. Prior to the registration of the Condominium, the projected costs for utilities shown in the Budget may be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs. The Budget and Common Expenses applicable to each Dwelling shall be revised accordingly and the Owner specifically acknowledge and agree that any increase in utility costs from that which was originally represented in the Budget shall not be the responsibility of the Declarant, despite Section 75 of the Condominium Act. The Purchaser acknowledges that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or Budget. In addition, the Purchaser agrees that this acknowledgement may be pleaded by the Declarant as a complete defence to any application or objection raised by the Purchaser in this regard.

21) The Purchaser is advised that sidewalk snow clearing and driveway clearing will not be carried out by the City. The City also does not require off site snow removal, however, in the case of heavy snow falls,

the limited storage space available on the property may make it necessary to truck the snow off site and the cost of same will be included in the common expense fees.

22) The Purchaser is advised that they are responsible for snow clearing of any driveway, sidewalk or path directly adjacent to their Dwelling.

23) Owners and tenants are advised that the City of Hamilton will not be providing maintenance or snow removal service for the private condominium road.

24) The Purchaser is advised that there will be no door to door mail delivery. Instead, mail will be delivered to a community mailbox.

25) Purchasers are advised that home/business mail delivery will be from a designated community mailbox, and the Development may be subject to easements in favour of Canada Post. The Declarant will be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to closing.

26) The director of engineering of the City may change the location of any sidewalks or walkways within the Development area without any prior notice.

27) Purchasers and occupants are advised that there may be a municipal sidewalk fronting and/or flanking the Development and/or POTLs.

28) Temporary roads, turnarounds, or road extensions, adjacent to future corner lots will either be removed or extended as the case may be, when development of adjacent lands proceeds.

29) Purchasers/tenants are advised that there may be above-ground utility facilities such as fire hydrants, super mailboxes, hydro transformers and cable pedestals located in front of their properties within the City's road allowance or on easements.

30) Purchasers are advised that pursuant to terms of an easement in favour of Enbridge Gas Inc., Enbridge Pipelines Inc. or their related entities (collectively, "**Enbridge**") and the applicable zoning by-law designations and other laws affecting the Site, an owner of land affected by an easement in favour of Enbridge is prohibited from landscaping, developing, or erecting any buildings or permanent structures including but not limited to fences, decks, swimming pools or shed, over under or upon such lands unless written approval is provided by Enbridge.

31) Purchasers are advised that pursuant to terms of an easement in favour of Enbridge, if any, and applicable laws governing Pipeline Safety Zones, if applicable, prior to any mechanical excavation being undertaken within the lands subject to such easement and/or the Southern Safety Zone Lands and/or the Norther Safety Zone Lands, Enbridge must be advised of such work. Such notification shall be deemed to have been made by providing notice through "Ontario One Call" at 1-800-400-2255 (or such replacement number as may be designated from time to time by public notice). For full details respecting Enbridge's rights, all applicable laws, rules, regulations, and/or ordinances must be reviewed and/or consulted.

TREES

32) The Purchaser is advised that the landscaping plans for the Development, which includes the location of street trees, are subject to the approval of the City, and the final location for street trees may change. The Purchaser is advised to contact the City for further details.

33) The Purchaser is advised that they may not receive a street tree in front of their Dwelling.

GRADING AND LOT DRAINAGE

34) The Purchaser, Corporation, and Owners are absolutely prohibited from altering the grading and/or drainage patterns established by the Declarant, and subject to the provisions of the proposed Declaration, By-laws and Rules of the Condominium in force from time to time, shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the Common Elements (including any portion of the unpaved municipal road allowance adjacent to the Condominium).

35) The Purchaser is advised that the grading plans for this Development are subject to the approval of the City, and the final location for catch basins and/or retaining walls, if necessary, may change. The Purchaser is advised to contact the City for further details.

PARKING

36) Any parking garage included in the POTL purchased by the Purchaser may not be a standard sized parking unit pursuant to the applicable municipal by-laws. The Declarant and Vendor shall not be responsible if the Purchaser's motor vehicle cannot be accommodated within the parking garage.

37) The parking garage in the POTL may be obstructed due to intrusion and existence of pipes, ducts, columns, beams, bulkheads etc. and neither the Vendor nor the Declarant shall be responsible if the Purchaser's motor vehicle cannot be accommodated within the parking garage or if certain of the Purchaser's personal items cannot be accommodated within any units purchased and assigned by the Declarant.

38) On-street, public parking in the surrounding neighbourhood will be limited and cannot be guaranteed in perpetuity. It is the owner's responsibility to ensure that their parking needs can be accommodated.

39) Garages and visitor parking areas are provided for the purpose of parking a vehicle. It is the responsibility of the owner / tenant to ensure that their parking needs (including those of visitors) can be accommodated onsite. On-street, overflow parking may not be available and cannot be guaranteed in perpetuity.

GARBAGE AND RECYCLING

40) In the event that the Condominium has arranged for municipal garbage removal, recycling of refuse may be required by the City and residents will be required to sort refuse in accordance with the recycling requirements of the City. In the event that the Condominium has arranged for private garbage collection, refuse and recyclable materials may be collected by a private refuse collection firm.

41) The property is not serviceable for municipal waste collection.

42) Owners and tenants are advised that each residential unit within the Condominium is responsible to comply with the City of Hamilton Solid Waste Management By-law No. 20-221.

ZONING

43) As of the date of the Disclosure Statement, the Property is zoned to allow the construction of the Condominium.

BUILDER'S RISK AND/OR COMPREHENSIVE LIABILITY INSURANCE

44) The Purchaser is hereby advised that the Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will not cover any Dwellings, POTLs nor any furnishings or personal belongings of the Purchaser or other residents of the Dwelling, and accordingly the Purchaser shall arrange for his or her own insurance coverage with respect to same all at the Purchaser's sole cost and expense.

RE-ENTRY

45) The Purchaser acknowledges and agrees that the Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Corporation shall be permitted to enter upon the Dwelling after Closing, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Corporation to inspect the condition or state of repair of the Dwelling and undertake or complete any requisite repairs thereto.

GENERAL

46) The lot, lots, block or blocks which are the subject of the agreement of purchase and sale are not yet registered as a plan of subdivision. The fulfillment of all conditions of draft plan approval, including the commitment of water supply and sewage treatment services thereto by the Region and other authorities, has not yet been completed to permit registration of the plan. Accordingly, the purchaser should be aware that the vendor is making no representation or warranty that the lot, lots, block or blocks which are the subject of the agreement of purchase and sale will have all conditions of draft plan approval satisfied, including the availability of servicing until the plan is registered.

47) The Purchaser acknowledges that the wires, cables and fittings comprising the cable television system or any other communication services servicing the Development may be owned by the local cable television supplier and that wires, cables, meters, transformer or energizing boxes comprising the hydro system servicing the Development may be owned by a utility or private company supplying hydro.

48) The Purchaser is advised that the documents accompanying the Disclosure Statement are in draft form only and any changes to such documents shall not be a material amendment to the Disclosure Statement if the sole function of such amendment is to implement changes contemplated as a possibility in the Disclosure Statement.

49) The Purchaser is advised that the Declaration and By-Laws of the Condominium shall provide that, in the event of any dispute between the Condominium and the Declarant, the parties shall be obligated to mediate the dispute by following the procedures prescribed by By-Laws.

50) The Purchaser acknowledges that the Declarant reserves the right to access any part of the Condominium for special marketing relating to the Condominium and/or the Development. In this event, the

Condominium shall have no right to charge any rent, license, or other fee. The Declarant shall be responsible for all reasonable insurance, property management and cleaning costs.

51) The Purchaser is advised that the ceiling height may differ amongst townhouses and ceiling heights within the Dwelling may be either higher or lower than contained in any marketing or other materials.

52) Safety regulations require that emergency generators be tested regularly and as a result, diesel fumes from the operation of the emergency generator (if any) may be noticeable from time to time.

53) The Declaration and By-Laws of the Condominium may provide that, in the event of any dispute between the Condominium and the Declarant, the parties shall be obligated to mediate the dispute by following the procedures prescribed by the proposed By-Laws included in the Condominium Documents.

54) Purchasers and tenants are hereby put on notice that telephone and telecommunications facilities and services are authorized by the Canadian Radio-television and Telecommunications Commission (CRTC) under the Telecommunications Act, and as such these services may be provided by telecommunication carriers other than the traditional carriers for such services. Purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.

55) The Vendor and/or Persons affiliated, associated or related to the Vendor shall retain ownership, control and the right to use all names, logos, sketches, images, plans, artist renderings, and scale models associated with the Development. The Vendor and/or Persons affiliated, associated or related to the Vendor shall be permitted to use same in any Marketing Materials or in any other manner as the Vendor and/or Persons affiliated, associated or related to the Vendor may deem appropriate at any time before or after the registration of the Condominium.

56) It is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium approval, certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that on written request by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the requirements of the governmental authorities and that if requested by the Declarant, the said requirements shall be incorporated into and form part of this Agreement and the Purchaser shall accept the same without in any way affecting this Transaction.

57) Purchasers are advised that each POTL is subject to municipal property tax assessment and the owner of such POTL shall, upon completion of assessment by the municipality, receive a notice for payment of municipal property tax back to the time of occupancy or registration of the POTL.

SIGNAGE

58) The Purchaser is advised that the Declarant reserves the right to install signs on any part of the Common Elements. The Declarant, in its sole, absolute and unfettered discretion, shall have the right to determine the design, message and locations of such signage. In no event shall the Condominium charge the Declarant for the use of the space which any sign occupies nor shall the Condominium disconnect any sign from the Property's power supply, regardless of whether the sign is unitized or part of the Common Elements. The Declarant shall have the right to assign, license, transfer or otherwise convey its signage rights (in whole or in part) to any third party without notice to or consent from the Condominium. If any signage relates specifically to the Development, the development of the Condominium, then the Declarant shall have the right in its sole, absolute and unfettered discretion to designate such signage as part of the Common Elements and, in this event, the Condominium shall be responsible for all costs associated with operating, maintaining and repairing such signage.

Declaration

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder (the "**Act**") by:

Cachet MDRE (Mount Hope) Inc. a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as the "**Declarant**");

WHEREAS the Declarant is the owner in fee simple of the lands and premises situated in the City of Hamilton, in the Province of Ontario, being more particularly described in Schedule "A" hereto (the "**Lands**") and in the description prepared by the Declarant in respect of the Lands (the "**Description**") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant intends that the Lands shall be governed by the Act;

AND WHEREAS the registration of this Declaration and the description will create a Common Elements Condominium Corporation;

AND WHEREAS the Common Elements of the Corporation are intended for the use and enjoyment of the Owners.

AND WHEREAS a POTL may not be divided into two (2) or more POTLS unless an amendment is registered to the Declaration that takes into account the division of the POTL.

ARTICLE 1 INTRODUCTORY

Section 1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless specifically defined elsewhere in this Declaration, and the following capitalized words, terms and phrases shall have the following meanings:

"**Act**" means the *Condominium Act*, 1998, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder;

"**Article**" or "**Section**" means, unless otherwise indicated, the specified article, section in this Declaration;

"**Board**" or "**board**" means the Corporation's board of directors from time to time;

"**By-Laws**" means the Corporation's by-laws; "**By-Law**" means any one of the Corporation's By-Laws;

"**Common Elements**" means all the Lands;

"**Common Expenses**" has the meaning ascribed thereto in the Act;

"**Condominium**" means all the Lands and interests appurtenant to the Lands, as the Lands and interests are described in the Description;

"**control**" (including, with correlative meanings, the terms "controlled", "controlling", "controlled by", "controlling interest" and "under common control with") means the power to influence, direct or cause the direction of the management and policies of a Person, directly or indirectly in any manner whatever, whether through the ownership of voting or non-voting securities, debt instruments, or any other manner;

"**Corporation**" means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

"**Declarant**" means Cachet MDRE (Mount Hope) Inc., its successor and assigns. In any section

of the Declaration which contains a right, a release or other exculpatory language in favour of the Declarant or an indemnity in favour of the Declarant, the term "Declarant" also means the directors, officers, servants, shareholders, employees and agents of the Declarant; and Declarant solely for the purpose of any such section, is the agent or trustee of, and for the benefit of, each of them;

"**Declarant's Related Entities**" means any Person controlled by the Declarant, or with whom the Declarant is associated with, related to, or not dealing at arms-length with (as those terms are defined in the *Income Tax Act*, R.S.C., 1985, c.1 (5th Suppl.)), and the officers, agents, employees, shareholders, directors, servants, invitees, licensees or contractors of any of the aforementioned parties;

"**Declaration**" means this declaration and all amendments thereto and all schedules referred to herein;

"**Description**" has the meaning ascribed thereto in the first recital hereof;

"**Governmental Authority(ies)**" means any federal, provincial, municipal, local or other government, governmental, regulatory or administrative authority, body, commission or agency, Crown corporations or any court, tribunal, judicial, arbitral or quasi-governmental authority having jurisdiction over the Condominium;

"**Lands**" has the meaning ascribed thereto in the first recital hereof;

"**Municipal Agreements**" has the meaning ascribed thereto in Section 7.1(c) hereof;

"**Municipality**" means the City of Hamilton;

"**Owners**" means the owners of the freehold estate in a POTL and who owns a common interest in the Common Elements, but does not include a mortgagee unless in possession; "**Owner**" means any of them. Any reference to "Owner" in any section of this Declaration, where the Owner has an obligation, has made a representation or has agreed to indemnify any other Person, shall include the directors, officers, servants, shareholders, employees, contractors, agents, guests, invitees and licensees of the Owner and all other Persons over whom the Owner may reasonably be expected to exercise control, and/or is in law responsible;

"**Person**" means any individual, corporation, partnership, firm, company, limited liability company, joint venture, incorporated or unincorporated association, co-tenancy, syndicate, fiduciary, estate, joint-stock company, trust, entity, unincorporated organization, or government, governmental or quasi-governmental agency, board, commission or authority, organization or any other form of entity howsoever designated or constituted, or any group, combination of aggregation of any of them;

"**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;

"**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) charged by any Canadian bank designated by the Corporation from time to time on loans made in Canadian dollars to its customers in Canada, as the same is adjusted from time to time;

"**Responsible Parties**" means the Owner's household, family, and pets residing in the Owner's POTL; tenants and their household, family and pets residing in the Owner's POTL; guests, invitees, visitors, agents, contractors, employees and licensees of the Owner or any of the aforementioned parties; any Person for whom the Owner is in law responsible; any other Person over whom the Owner may reasonably be expected to exercise control and any other Person occupying the Owner's POTL with the Owner's approval;

"**Restrictive Covenants**" means any restrictive covenants which are registered on title to the Condominium;

"**Rules**" means the rules passed by the Board from time to time and effective in accordance with Section 58 of the Act;

"**Transfer/Deed**" means the instrument(s) or document(s) by which title to real property is transferred and recorded pursuant to the land registration system in Ontario;

"**Utilities Suppliers**" means any supplier of hydro/electricity, water, heating or cooling, or gas; and "**Utility Supplier**" means any of them;

"**Utility**" means hydro/electricity, water, heating or cooling, and/or gas; and "**Utilities**" means all of them; and

"**Visitor Parking Spaces**" means the designated visitor parking spaces situated in the Lands, which use is intended to be used by the visitors of the Owner or occupants of the Owner's POTL or by the Declarant, the Declarant's Related Entities, or any Person authorized by any one of them.

Section 1.2 Act Governs the Lands

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

Section 1.3 Common Elements Condominium

The registration of this Declaration and the Description will create a Common Elements condominium corporation.

Section 1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule "B" attached hereto.

Section 1.5 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 such proportions set forth opposite each POTL in Schedule "D" attached hereto. Each Owner, shall contribute to the Common Expenses in the proportions as set forth opposite each POTL in Schedule "D" attached hereto. The total of the proportions of the common interests and the total of the proportions of the contributions to the Common Expenses shall be 100%.

Address for Service, Municipal Address & Corporation Mailing Address

The Corporation's address for service and mailing address shall be:

2555 Meadowpine Blvd, Unit 3, Mississauga, ON, L5N 6C3

Governmental Authority Requirements

The following requirements imposed by Governmental Authorities are included and form part of the Declaration:

[NTD: To be inserted prior to registration]

Architect/Engineer's Certificate

The certificate(s) of the architect and/or engineer(s) that all buildings have been constructed in accordance with the regulations under the Act is/are contained in Schedule "G" attached hereto.

ARTICLE 2 COMMON EXPENSES

Section 2.1 Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto and any other expenses, costs and sums of money deemed or designated to be Common Expenses in accordance with the provisions of the Act and/or this Declaration.

Section 2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his/her 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 (including without limitation legal fees) or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner or his Responsible Parties 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. All Utilities provided to the Condominium shall form part of the Common Expenses.

Section 2.3 Payment of Utilities

(a) If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of gas, electricity, hot water and cold water from a local distribution company, or other Utilities supplier for the Condominium and/or the POTLS. Additionally, each Owner may be required to contract directly with the local distribution company, or other Utilities supplier with respect to any Utilities.

(b) The Owner of a POTL which is separately metered, sub-metered or check metered for any Utilities, will receive and be responsible for payment of the invoice with respect to such Utilities consumed by his POTL in addition to Common Expenses, in accordance with agreement(s) entered into by the Corporation and/or the Owner, and the Utilities Supplier. In the alternative, the Declarant may enter into such an agreement and upon the registration of the Corporation, or upon occupancy of each respective POTL, the Declarant shall automatically be released from all of its liabilities and obligations thereunder and shall no longer from such time be liable to the other parties to the agreement(s) for any breach of the agreements caused or occurring subsequent to that date. The Corporation shall assume the obligations of the Declarant after the registration of the Condominium.

(c) In the event that the POTLS are sub-metered or check metered for any Utilities and the Corporation receives a bulk invoice for such Utilities consumed by the Condominium and POTLS as a whole, then such invoice for Utilities shall be paid by the Corporation on behalf of all of the Owners and the Condominium. Each Owner will then be charged for Utilities usage as shown in the sub-meters or check meters for his POTL with respect to such Utilities. In addition, the purchaser of a POTL shall be responsible from the date of occupancy, to pay any and all consumption, monthly or other administration fees chargeable by a Utilities Supplier or suppliers of related services or submetering company. The Corporation, or a representative of the Corporation, or the Utilities Supplier or supplier of related services or submetering company (the "**Utilities Payee**") shall issue invoices to the Owners for the Utilities usage attributable to such Owner's POTL. The Utilities Payee, at its sole option, may provide invoices containing estimates of amounts payable by an Owner on account of Utilities such Owner's POTL for the next ensuing 12 months, provided that at least once annually, the Utilities Payee shall complete for each POTL, an adjustment of the Utility usage amount with the bulk bill received from a Utilities Supplier. In such event, the amounts so estimated shall be payable by the Owner in advance in equal monthly instalments on the same day as the monthly payments of Common Expenses attributable to such Owner's POTL, or such other date as may be required by the Utilities Payee (the "**Due Date**"). The Owner agrees to provide all information, documents and also to sign and deliver documents, authorizations and forms which may be required by the Utilities Payee in order to set up a pre-authorized payment plan relating to the monthly payments for the Utilities.

(d) In the event that the same Utilities Supplier is providing more than one utility service to the Condominium, then such Utilities Supplier may issue a single invoice to Owners of POTLS for all such services. In the event any partial payment of such single invoice is made, the Utilities Supplier may, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of one utility service first.

(e) In the event that such Owner fails to pay on the Due Date to the Utilities Payee, the amount as set out in an invoice issued by the Utilities Payee relating to the Utilities usage of such Owner's POTL (the "**Unpaid Amount**"), then in addition to any other rights and remedies available to the Utilities Payee either at law or in equity, the Utilities Payee shall be entitled, subject to

complying with all applicable laws to: (1) stop the supply of any Utilities where payments owing for same are more than 30 days in arrears; (2) charge such Owner interest from the Due Date on the Unpaid Amount until the Unpaid Amount is paid together with all costs incurred by the Utilities Payee in relation to the collection of such Unpaid Amounts, at the rate of 24%, calculated and compounded monthly not in advance, together with interest at the same rate as on overdue interest (the Unpaid Amount together with interest due thereon, collectively the "**Outstanding Utilities Charges**"); (3) may add or request the Corporation add such Outstanding Utilities Charges to the Common Expenses payable by such Owner to the Condominium and to recover same from the Owner in the same manner as Common Expenses, with corresponding lien rights in favour of the Condominium as applicable to Common Expense arrears; (4) register or request that the Corporation register a lien against the POTLS owned by such defaulting Owner, for the Outstanding Utilities Charges and such lien (the "Utility Lien") shall be enforceable by the Condominium in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of The Mortgages Act R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Condominium (as a prerequisite to the registration and/or enforcement of the lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Condominium shall be entitled to forthwith apply to such court for same, and the defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Condominium; and (4) shall be entitled, subject to complying with all applicable laws, to stop the supply of any Utilities where payments owing for same are more than 30 days in arrears.

(f) In addition to and without prejudice to the rights and remedies available to the Corporation, in the event an Owner is in default of payment of invoices to any Utilities Supplier, as a condition of being supplied or continuing to be supplied with any Utilities, the Corporation has the right to require such Owner to maintain a deposit with the Corporation in an amount as determined by the Board but not less than two (2) month's Common Expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to a Utilities Supplier with respect to the supply of any Utilities to such Owner's POTL.

(g) Notwithstanding any other provisions of this Declaration, the Corporation and each Owner authorizes entry to the POTL and the Common Elements by any of the Utilities Suppliers, its agents or its subcontractors at all reasonable times and from time to time, as deemed necessary by the Utilities Suppliers for the purposes of conducting inspection, maintenance, repair and reading of the utility meters. Work that is required within a POTL or Common Elements in order to facilitate the usage and operation of any metering system is also permitted and authorized upon not less than 24 hours' notice to the Owner of the POTL if access to the POTL is required, except in the case of emergency, whereupon no notice to the Owner is required.

(h) Owners shall execute and deliver to the Corporation such documentation as may be required by the Corporation as and when required, in relation to any separate, check, sub metering and billing of any Utility which documentation may include, without limitation, customer services agreement, customer information forms, contract(s) with the provider of a utility and/or the party monitoring the consumption of a utility and/or an assumption agreement(s) with regard to any contracts or agreements entered into by the Declarant and any Utilities Supplier. In addition, Owners may be required to execute and deliver such documentation as may be required by the Corporation acknowledging that any separate, check or sub meters installed within a POTL do not form part of the POTL and instead, belong to a third party Utilities Supplier.

Section 2.4 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 repairs and replacements of Common Elements and assets of the Corporation, and for other repairs, replacements that the Corporation is responsible for, in accordance with the Act or this Declaration.

(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. Interest and other income earned from the investment of money in the reserve fund shall form part of the reserve fund.

Section 2.5 Status Certificate

The Corporation shall, upon request and receipt of payment of the prescribed fee, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. Notwithstanding the immediately preceding sentence, 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.

ARTICLE 3 COMMON ELEMENTS

Section 3.1 General Use of Common Element Areas

(a) Save as otherwise provided in this Declaration to the contrary, each Owner and his Responsible Parties may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the By-Laws and Rules of the Corporation, and any agreement(s) authorized by any By-Law.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the Condominium that:

(i) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation, in any agreement(s) authorized by any By-Laws, any agreements binding on the Corporation and expressly authorized or ratified by any By-Law, and any agreements entered into by the Declarant on behalf of the Corporation;

(ii) will result in a contravention of any laws of any Governmental Authority having jurisdiction over the Condominium;

(iii) is likely to damage or impair the structural integrity of the Condominium or any part thereof, or injure any person or property;

(iv) obstructs access to any utility or other easements or public services;

(v) will unreasonably interfere with the use and enjoyment by the other Owners and residents of the Condominium; or

(vi) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto or any deductible portion in respect of such policy.

In the event that the use of the Common Elements by any Owner or his Responsible Parties contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

(b) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any By-Law of the

Corporation, any Rules of the Corporation, and/or any agreement(s) authorized by any By-Law of the Corporation and/or any agreements entered into by the Declarant on behalf of the Corporation.

Section 3.2 Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and the Rules passed pursuant thereto, the Owner of certain POTLs may have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

Section 3.3 Restrictive Access

Unless otherwise provided for in this Declaration, without the consent in writing of the Board (which consent shall not be available or provided with respect to the Declarant's marketing, sales, construction or customer service offices or areas) no Owner or his Responsible Parties shall have any right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, maintenance, storage, management offices, operating machinery, the Declarant's marketing, sales, construction or customer service offices or areas, or any other parts of the Common Elements used for the care, maintenance or operation of the Condominium; provided, however, that this Section 3.3 shall not apply to any first mortgagee holding mortgages on at least 30% of the Common Interest, who shall have a right of access for inspection upon 48 hours' written notice to the Corporation.

Section 3.4 Sales Office

Notwithstanding anything hereinafter provided to the contrary, and notwithstanding any Rules or By-Laws to the contrary, the Declarant, its successors and assigns, the Declarant's Related Entities or any person authorized by any one of them, including, without limitation, their employees, invitees, servants, agents, contractors and subcontractors (collectively the "**Permitted Entrants**") shall be entitled to erect, maintain, replace, change and remove signs and displays for marketing and/or sales purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer service purposes, upon the Common Elements and within or outside any unsold POTLs and within and at such other locations and having such dimensions as the Declarant may determine in its sole, absolute and unfettered discretion, all without any charge to the Declarant or the Declarant's Related Entities for the use of the space(s) so occupied nor for any utility service (or any other usual or customary service) supplied thereto or consumed thereby, or shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provisions of utilities and/or telephone, telecommunication or interest services to the said marketing, sales and/or construction office(s) of the Declarant and the Declarant's Related Entities. The Declarant or Declarant's Related Entities, and any prospective purchasers of a POTL shall together have the right to use the Visitor Parking Spaces, which right shall cease after 18 months after the date that all the POTLs in the Condominium have been sold and transferred by the Declarant.

Section 3.5 Use of the Visitor Parking Spaces

The Visitor Parking Spaces shall be used only by the visitors and guests of the Owners of POTLs and by the Declarant and the Declarant's Related Entities for the purposes of parking thereon only one (1) motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. The Visitor Parking Spaces will be maintained for the exclusive use of visitors and guests of Owners of POTLs subject to the Rules in force from time to time. None of the Visitor Parking Spaces shall be assigned, leased or sold to any Owner or to any other party, nor otherwise conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "**motor vehicle**", when used in the context of parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan, SUV or truck, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the Lands from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any of the POTLs.

Section 3.6 Modification of Common Elements, Assets and Services

(a) General Prohibition

Save as otherwise set out in this Declaration, no Owner or his Responsible Parties shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor vary, modify, remove, alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board (which approval shall be in the sole, absolute and unfettered discretion of the Board and may be subject to such conditions as may be determined by 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 Sections 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 $66^{2}/_{3}$% of the common interest 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 Sections 97(4), (5) and (6) of the Act. The cost of any addition, alteration or improvement that the Corporation makes (whether substantial or otherwise) shall form part of the common expenses.

(d) Notwithstanding anything herein:

(i) the alteration of the surface elevation of the land comprising the Condominium, including the road, shall not be permitted;

(ii) the alteration or removal of any hydrants and valves, transformers, utilities, service boxes, mailboxes, bus pads, cable and telephone boxes, any street lighting and/or other exterior lighting within the Condominium shall not be permitted;

(iii) except in accordance with good horticultural practice or in the case of death or disease, alteration or removal of any vegetation within the Condominium shall not be permitted;

(iv) driveways and driveway curb depressions completed by the Declarant may not be enlarged or relocated; and

(v) except for the purposes of repair or replacement, the alteration or removal of any fencing within the Condominium as approved by the Municipality shall not be permitted.

Section 3.7 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-Laws hereafter passed or enacted to the contrary, and in addition to any other rights of the Declarant or the Declarant's Related Entities in this Declaration or otherwise, it is expressly stipulated and declared that:

(a) the Permitted Entrants shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating, and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any POTLs from time to time;

(b) the Permitted Entrants shall be entitled to erect and maintain signs and displays for marketing/sales purposes, as well as model homes and/or one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Lands, and within or outside any unsold POTLs at such other locations and having such dimensions as the Declarant may determine in its sole, absolute and unfettered discretion, all without any charge to the Permitted Entrants for the use of the space(s) so occupied, nor

for any utility service (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model homes; and

(c) the Permitted Entrants shall have the right to the free use of any number of Visitor Parking Spaces for five (5) years from the date of registration of the Condominium. Visitor Parking Spaces shall not be used by Owners or residents of the Dwellings save and except as otherwise provided in the Declaration;

(d) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Permitted Entrants over the Common Elements of the Corporation.

Section 3.8 Visitor Parking and Parking on Common Elements

(a) Parking of vehicles is not permitted on any portion of the entrance way or roadways located within the Condominium;

(b) The Owners shall not permit any portion of any motor vehicle parked to protrude beyond the boundaries of the POTL and encroach upon any portion of the Common Elements.

(c) Visitors to the POTLs shall park their motor vehicles free of charge only upon the designated visitor parking areas. The visitor parking areas shall be located above ground and shall contain approximately fifty-four (54) Visitor Parking Spaces for the use of visitors and guests of the Owners. Visitor Parking Spaces may not be used by the Owners or occupants of the POTLs.

(d) The Declarant reserves the right in its sole and absolute discretion to change the location, dimensions and number of the Visitor Parking Spaces made available to the visitors of the POTL Owners.

ARTICLE 4 MAINTENANCE AND REPAIRS

Section 4.1 Responsibility of Owner for Damage

Each Owner shall be responsible for all damages to the Common Elements, which are caused by the Owner or his Responsible Parties, 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.

Section 4.2 Repairs and Maintenance by the Corporation

Subject to the provisions of the Act and of this Declaration, the Corporation shall:

(i) maintain and repair the Common Elements (save and except where a Utilities Supplier (whether public or private) is responsible for maintenance and repair) and all services and facilities (including without limitation, hydrants and valves, storm and sanitary sewers, and street lights, telephone and cable television cables, wires and services) which service more than one POTL, whether located within the Condominium or wholly or partly within a POTL; and

(ii) be responsible for snow clearing and landscaping of the Condominium, as appropriate, and at those times of the year designated by the Board at its sole reasonable discretion.

The Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this Section.

ARTICLE 5 INDEMNIFICATION

Section 5.1 Indemnity

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 or his Responsible Parties to or with respect to the Common Elements and/or any POTLs, 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 in which case such Owner shall be responsible for paying any deductibles payable to the insurance company on such insurance policy.

All payments to be made by an Owner pursuant to this Section shall be deemed to be additional contributions towards Common Expenses payable by such Owner and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of Common Expense arrears).

Without limiting the generality of the foregoing and notwithstanding anything contained in this Declaration to the contrary, all costs and expense (including legal fees on a substantial indemnity basis, as well as all applicable disbursements) incurred by the Corporation by reason of a breach of the Act, this Declaration, By-Laws, Restrictive Covenants and/or Rules of the Corporation in force from time to time (including a breach of any agreement authorized or ratified by any By-Law of the Corporation and any agreement entered into by the Declarant on behalf of the Corporation), committed by any Owner or his Responsible Parties shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the Common Expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such Owner's POTL, similar to the case of Common Expense arrears) and such amounts owed or owing by an Owner to the Corporation shall bear interest at the Prime Rate plus 5% per annum, calculated and compounded monthly not in advance, or such other interest rate as may be established, from time to time, by the Board from the due date until paid.

ARTICLE 6 INSURANCE

Section 6.1 Insurance Maintained by the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

(a) "All Risk" Insurance

Insurance against "all risks" (including major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

(i) the Common Elements; and

(ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners or his Responsible Parties; and

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Common Elements (or any portion thereof), provided however that if an Owner or his Responsible Parties, whether by an act or omission, causes damage to the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the Common Expenses payable in respect of such Owner's POTL.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration) and shall contain the following provisions, if available and at a reasonable cost:

(i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners and his Responsible Parties, except for damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused by any one of the above;

(ii) such policy or policies of insurance shall not be terminated or substantially modified without at least 60 days prior written notice to the Corporation;

(iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Lands is terminated pursuant to the Act;

(iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and

(v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than Five Million Dollars ($5,000,000.00) per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and his Responsible Parties.

Section 6.2 General Provisions

(a) The insurance obtained and maintained by the Corporation may be subject to a loss deductible, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or manager.

(b) 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.

(c) 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 Section 6.2 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.

(d) A certificate or memorandum of 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 his 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 record maintained pursuant to Section 47(2) of the Act. 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.

(e) 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.

(f) 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 6.

(g) 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.

Section 6.3 Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of Section 37(1) of the Act, or of a breach of their duty to act honestly and in good faith.

Section 6.4 Insurance Maintained by the Owner

It is acknowledged that the insurance provided for in Section 6.1, Section 6.2, and Section 6.3 are the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own risk:

(a) insurance on the Owner's POTL and all betterments and improvements thereto and on all furnishings, fixtures, equipment, decoration and personal property of the Owner contained within the POTL. 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 wilful misconduct caused or contributed by any of the aforementioned parties;

(b) public liability insurance covering any liability of any Owner and his Responsible Parties, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation, with a limit of not less than Two Million Dollars ($2,000,000.00) per occurrence; and

(c) insurance covering the deductible on the Corporation's main insurance policy for which an Owner may be responsible.

ARTICLE 7 DUTIES OF THE CORPORATION

Section 7.1 Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-Laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:

(a) to not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) any Utilities to be provided to the Condominium so that same are fully functional and operable during normal or customary hours of use;

(b) to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, the Common Elements;

(c) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the Municipality or other Governmental Authorities relating thereto, if so required by the Declarant, Municipality or other Governmental Authorities (collectively the "**Municipal Agreements**");

(d) to enter into an agreement with the Declarant immediately after the registration of this Declaration, if so required by the Declarant or the Municipality or other Governmental Authorities pursuant to which the Corporation shall formally grant the Declarant and the Declarant's Related Entities a license or if required by the Declarant an easement, to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, which license or easement shall automatically expire upon the completion and fulfillment of all obligations of the Declarant thereunder (but in no case later than 21 years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the *Planning Act* (Ontario), as amended) and which license shall be duly authorized by a By-Law;

(e) to grant, immediately after the registration of this Declaration, if required, an easement in

perpetuity in favour of Utility Suppliers or cable television, internet or other telecommunications providers or operators over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television, internet or other telecommunications lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, and cable television, internet or other telecommunications service to the Condominium and POTLs, and for such purposes shall enact such By-Laws or Rules as may be required to sanction the foregoing;

(f) to comply (and insofar as possible compel the observance and/or compliance by all POTL Owners, and their Responsible Parties) with all of the requirements set forth in this Declaration, the By-Laws, the Rules, the Restrictive Covenants and any agreements authorized by the Act or any By-Law and any agreement entered into by the Declarant on behalf of the Corporation;

(g) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any POTL Owner, or their Responsible Parties which would prohibit, restrict, limit, hinder or interfere with the ability of the Declarant or Declarant's Related Entities to utilize portions of the Common Elements for its marketing, sale or construction programs;

(h) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any POTL Owner or their Responsible Parties which would limit, restrict, or interfere with the rights of any adjoining land owners to effect and complete such construction, addition, alteration, maintenance, repair, improvement and/or renovation of any adjacent development or to such Owner's POTLs, provided same are otherwise in compliance with this Declaration, easements or licenses granted to such adjoining owner by the Declarant, and applicable zoning by-laws;

(i) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply of any utility or the leasing of any equipment or service relating to the heating, ventilating and air conditioning systems serving the Condominium and to comply with the said agreements;

(j) to take all reasonable steps to collect from each POTL Owner his proportionate share of the Common Expenses and to maintain and to enforce the Corporation's rights arising from this Declaration, against any POTL in respect of which the Owner has defaulted in the payment of common expenses;

(k)not to interfere with easements or rights-of way in favour of the public, for pedestrian access through the Lands; to assume any leases, licenses or other similar agreements entered into by the Declarant for or on behalf of the Corporation, subject to the rights of the Corporation, if any, to terminate such agreements after turnover in accordance with the terms of the Act;

(l) to take all reasonable steps to ensure the safe and proper operation and maintenance of all of the Common Elements and other facilities;

(m)to abide by lighting policy of public light on private lands;

(n) to enter into, abide by and comply with the terms and provisions of any contracts or agreements entered into with suppliers of the services set out in the Budget including but not limited to snow removal and private pick up and waste removal for POTL Owners; and

(o) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE 8 GENERAL MATTERS AND

Section 8.1 ADMINISTRATION Rights of Entry

(a) the Declarant, its successors and assigns, and/or the Declarant's Related Entities (until five (5) years after title to all of the POTLs have been transferred to the respective Owners), the Corporation,, any insurer of the Condominium or any part thereto and its respective agents, and any other person authorized by the Board, shall be entitled to enter onto and into the Common Elements for the purposes of making inspections, adjusting losses, making repairs, maintaining landscaped Common Element areas and planters which form part of the Common Elements, correcting any condition which violates the provisions of any insurance policy or

policies, remedying any condition which might result in damage to the Lands, or carrying out any duty imposed upon the Corporation.

Section 8.2 POTLs Subject to Declaration, By-Laws, Restrictive Covenants and Easement Agreements

All present and future Owners and their Responsible Parties shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the Rules.

The acceptance of a Transfer/Deed or the entering into a lease or the entering into occupancy of any POTL shall constitute an agreement that the provisions of this Declaration, the By-Laws, easement agreements, agreements entered into by the Corporation, and the Rules, as they may be amended from time to time, are accepted and ratified by such Owner and his Responsible Parties and all of such provisions shall be deemed and taken to be covenants running with the POTL and shall bind any person having at any time any interest or estate in such POTL as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Trademarks and copyright

The Declarant and/or the Declarant's Related Entities shall retain ownership, control and the right to use all names, logos, sketches, images, plans, artist renderings, and scale models associated with the Condominium. The Declarant and/or the Declarant's Related Entities shall be permitted to use same in any marketing materials or in any other manner as the Declarant or the Declarant's Related Entities may deem appropriate at any time before or after the registration of the Condominium.

Section 9.2 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 the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 9.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws or any other Rules 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.

Section 9.4 Construction of Declaration

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

Section 9.5 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.

Section 9.6 Notice

Except as set forth elsewhere in this Declaration, any notice, direction or other instrument required or permitted, may be given as follows:

(a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by electronic mail, courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at his respective POTL address;

(b) to a mortgagee who has notified the Corporation of its interest in any POTL, at such address as is given by each mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;

(c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by electronic mail, courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in this Declaration; and

(d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by electronic mail, courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid the same shall be deemed to have been received and to be effective on the fifth business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change his address for service by giving notice to the Corporation in the manner as aforesaid.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officer duly authorized in that behalf on this _____ day of_____, _____.

Cachet (MDRE) Mount Hope Inc.

Per:_____
Name:
Title: President
I have authority to bind the Corporation.

Schedule A Legal Description of the Lands

[to be inserted]

Schedule "B" Consent to Attachment of a Common Interest

(SCHEDULE B TO DECLARATION FOR A COMMON ELEMENTS CONDOMINIUM CORPORATION)

(UNDER SUBSECTION 40 (3) OF ONTARIO REGULATION 48/01 AND UNDER CLAUSE 140 (C) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

1. _____ has a mortgage registered as in the Land Registry Office for the Land Titles (or Registry) 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. _____ acknowledges that, upon the registration of the 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. _____ 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 this _____ day of _____, _____.

[Name of Mortgagee]

Per: _____

Name:
Title:

Per: _____

Name:
Title:
I/We have authority to bind the Corporation.

Schedule "C"

NOT APPLICABLE

PO TL NO.	POTL DESCRIPTION	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES EXPRESSED IN PERCENTAGES	PROPORTION OF COMMON INTEREST EXPRESSED IN PERCENTAGES
1	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 1, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
2	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 2, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
3	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 3, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
4	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 4, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
5	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 5, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
6	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 6, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
7	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 7, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
8	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 8, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
9	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 9, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
10	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 10, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
11	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 11, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
12	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 12, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
13	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 13, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
14	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 14, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
15	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 15, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
16	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 16, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
17	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 17, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
18	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 18, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
19	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 19, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
20	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 20, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
21	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 21, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226

SCHEDULE D

PO TL NO.	POTL DESCRIPTION	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES EXPRESSED IN PERCENTAGES	PROPORTION OF COMMON INTEREST EXPRESSED IN PERCENTAGES
22	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 22, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
23	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 23, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
24	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 24, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
25	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 25, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
26	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 26, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
27	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 27, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
28	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 28, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
29	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 29, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
30	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 30, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
31	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 31, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
32	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 32, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
33	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 33, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
34	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 34, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
35	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 35, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
36	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 36, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
37	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 37, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
38	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 38, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
39	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 39, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
40	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 40, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
41	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 41, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
42	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 42, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226

PO TL NO.	POTL DESCRIPTION	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES EXPRESSED IN PERCENTAGES	PROPORTION OF COMMON INTEREST EXPRESSED IN PERCENTAGES
43	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 43, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
44	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 44, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
45	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 45, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
46	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 46, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
47	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 47, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
48	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 48, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
49	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 49, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
50	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 50, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
51	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 51, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
52	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 52, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
53	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 53, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
54	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 54, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
55	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 55, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
56	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 56, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
57	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 57, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
58	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 58, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
59	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 59, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
60	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 60, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
61	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 61, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
62	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 62, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
63	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 63, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226

PO TL NO.	POTL DESCRIPTION	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES EXPRESSED IN PERCENTAGES	PROPORTION OF COMMON INTEREST EXPRESSED IN PERCENTAGES
64	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 64, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
65	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 65, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
66	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 66, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
67	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 67, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
68	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 68, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
69	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 69, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
70	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 70, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
71	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 71, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
72	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 72, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
73	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 73, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
74	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 74, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
75	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 75, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
76	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 76, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
77	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 77, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
78	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 78, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
79	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 79, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
80	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 80, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
81	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 81, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
82	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 82, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
83	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 83, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
84	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 84, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226

PO TL NO.	POTL DESCRIPTION	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES EXPRESSED IN PERCENTAGES	PROPORTION OF COMMON INTEREST EXPRESSED IN PERCENTAGES
85	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 85, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
86	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 86, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
87	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 87, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
88	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 88, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
89	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 89, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
90	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 90, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
91	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 91, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
92	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 92, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
93	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 93, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
94	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 94, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
95	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 95, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
96	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 96, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
97	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 97, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
98	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 98, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
99	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 99, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
100	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 100, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
101	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 101, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
102	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 102, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
103	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 103, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
104	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 104, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
105	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 105, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226

SCHEDULE D

PO TL NO.	POTL DESCRIPTION	PROPORTION OF CONTRIBUTION TO COMMON EXPENSES EXPRESSED IN PERCENTAGES	PROPORTION OF COMMON INTEREST EXPRESSED IN PERCENTAGES
106	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 106, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	0.943396226	0.943396226
	TOTALS	100.000000000	100.000000000

Common Elements are intended for the use and enjoyment of the owners of the Parcels of tied land for the purpose of Clause 140(a) of the Act.

In my opinion, each parcel of tied land described in this Schedule "D" will, upon the registration of the Declaration and description, be capable of being individually conveyed, or otherwise dealt with, without contravening Section 50 of the Planning Act.

Fogler Rubinoff, LLP

Per: _____

Shirley Bai
Solicitor and duly authorized agent for
Cachet MDRE (Mount Hope) Inc.

Schedule E" – Common Expenses

Common expenses shall include, but shall not be limited to the following:

(a) All expenses of the Corporation incurred by it or by the Board in the performance of the objects and duties of the Corporation, whether such objects and duties are imposed under the provisions of the Act, this Declaration, or any agreements entered into by the Corporation or performed pursuant to the By-Laws or Rules of the Corporation.

(b) All sums of money properly levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities, and services including without limiting the generality of the foregoing, levies or charges payable on account of:

(i) the procurement and maintenance of any insurance coverage required or permitted by the Act, or this Declaration and which this Declaration provides is not to be borne solely by a POTL Owner;

(ii) hydro-electric power for the POTLs and Common Elements to the extent not metered separately for any POTL;

(iii) realty taxes (including local improvement charges) levied against the Common Elements;

(iv) snow ploughing and removal and landscaping for the Common Elements;

(v) garbage collection, the collection of recyclable materials and waste disposal for the POTL and Common Elements if such services are not provided by the municipality;

(vi) all fees charged by the Condominium Authority of Ontario;

(vii) maintenance materials, tools, equipment and supplies; and

(viii) pest control for the Common Elements.

(c) The cost of obtaining and maintaining fidelity bonds as provided in the By-Laws of the Corporation, if any.

(d) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or companies engaged or retained by the Corporation, its Board or by its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation.

(e) All sums of money paid or payable by the Corporation in the performance of its objects, duties and powers including without limitation legal, engineering, accounting, auditing, expert appraising, consulting, advising, maintenance, managerial, secretarial and professional advice and services required by the Corporation.

(f) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of Common Elements and assets of the Corporation in accordance with the Condo Act and this Declaration.

(g) All sums of money paid by the Corporation for any change, addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation, save such costs or expenses as this Declaration imposes on any Owner.

(h) The cost of borrowing money to carry out the duties of the Corporation and the repayment thereof including principal and interest, and the repayment of debts incurred for the objects of the Corporation.

(i) All sums of money paid or payable by the Corporation for the acquisition or retention of real property for the use and enjoyment of the Land or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common

Elements.

(j) All sums of money paid or payable by the Corporation for the utilization of any easement, lease or right required, necessary or desirable for the maintenance of access and supply of service to the Land.

(k) All expenses incurred by the Corporation or by its Board in enforcing any of the By-Laws or Rules of the Corporation from time to time, and in effecting compliance therewith by all the Owners and Responsible Parties unless these expenses are able to be charged or levied against the individual Owners, as contemplated by this Declaration.

(l) The cost of maintenance, repair, operation, replacement, furnishing, fixturing and equipping the Common Elements.

(m) All sums of money paid or payable by the Corporation pursuant to the provisions of Section 97 of the Act, as amended.

(n) The cost of insurance appraisals.

(o) 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.

(p) All sums of money payable pursuant to or in accordance with, any encumbrance or agreement registered from time to time against title to the Land.

(q) If applicable, all costs for major capital repairs or replacements to any component part of the electricity distribution system including, without limitation, the re-wiring of cables and or the replacement of major components such as conduits, bus ducts, transformers, fuses, main breakers, switches, switchboards, cabinets, distribution panels or related components.

(r) All costs associated with operating, maintaining and repairing any backup power system, if any.

Schedule F Exclusive Use Portions of the Common Elements

There are no parts of the Common Elements that are to be used by the Owners of one or more designated common interests and not by all the Owners.

Schedule "G" – Certificate of Architect or Engineer

(SCHEDULE G TO DECLARATION FOR A COMMON ELEMENTS OR VACANT LAND CONDOMINIUM CORPORATION)

(UNDER SUBSECTIONS 40(11) AND 56(7) OF ONTARIO REGULATION 48/01 AND UNDER CLAUSES 8 (1) (E) OR (H) OR CLAUSES 157(1)(C) AND (E) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that:

I. 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:

(Check whichever boxes are applicable)

1,2,3 The declaration and description show that there are no buildings or structures included in the common elements.

OR

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. Floor assemblies of the buildings and structures are constructed and completed to the final covering.

3. ☐ Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☐ All underground garages have walls and floor assemblies in place.

OR

☐ There are no underground garages.

5. ☐ All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

☐ 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.

OR

☐ There are no installations with respect to the provision of water and sewage services.

7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

OR

☐ There are no installations with respect to the provision of heat and ventilation.

8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

☐ 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.

OR

☐ There are no installations with respect to the provision of electricity.

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☐ There are no indoor and outdoor swimming pools.

[strike out whichever is not applicable:

II. All facilities and services that the declaration and description show are included in the common elements.

OR

The following facilities and services that the declaration and description show are included in the common elements:

..... (specify by reference to item numbers in Schedule H)]

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 _____, 20___.

_____
Signature

_____
Print Name

(strike out whichever is not applicable:
Architect
Professional Engineer)

Schedule "H – Items Included in the Common Elements Condominium

Building and Structures that are included in the Common Elements:

TO BE COMPLETED

Facilities and Services that are included in the Common Elements:

TO BE COMPLETED

Schedule "I" – Certificate of Owner in the Matter of a Common Elements Condominium Corporation

(under clause 139(1) of the *Condominium Act,* 1998)

Condominium Act, 1998

1. I am (We are) the owner(s) of the freehold estate in (*provide a registrable description of the parcel of land to which a common interest in the common elements condominium corporation will attach*) (known as the "Parcel").

2. I (We) consent to the registration of the attached declaration to create a common elements condominium corporation (known as the "Corporation") on (*provide a brief legal description sufficient to identify the property*).

3. I (We) acknowledge that, upon registration of the declaration and description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule A to the declaration.

4. I (We) consent to the registration of a notice in the prescribed form against the Parcel 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 this ____ day of _____, ____.

Cachet MDRE (Mount Hope) Inc.

Per: _____

Name:

Title: President

I have the authority to bind the Corporation.

Schedule "J – NOTICE OF ATTACHMENT OF A COMMON INTEREST IN A COMMON ELEMENTS CONDOMINIUM CORPORATION

(SCHEDULE J TO DECLARATION)

(Under clause 139(2)(b) of the Condominium Act, 1998)

Condominium Act, 1998

Take notice that:

1. The attached declaration and the description create a common elements condominium corporation (known as the "Corporation").

2. A common interest in the Corporation, as the common interest is set out in Schedule D to this declaration, attaches to the following parcel of land (known as the "Parcel"):
   ..... (*provide the registrable description of the parcel of land as set out in Schedule D to the declaration*).

3. The common interest cannot be severed from the Parcel upon the sale of the Parcel or the enforcement of an encumbrance registered against the Parcel.

4. A copy of the certificate of the owner of the Parcel consenting to the registration of the declaration and this notice is attached to this declaration as Schedule I.

5. If the owner of the Parcel defaults in the obligation to contribute to the common expenses of the Corporation, the Corporation has a lien against the Parcel.

DATED this _____ day of _____, _____.

Cachet MDRE (Mount Hope) Inc.

Per: _____

Name:

Title: President

I have the authority to bind the Corporation.

By-Law No. 1

MOUNT
HOPE
BY CACHET

Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01)

CONDOMINIUM ACT, 1998

Wentworth Common Elements Condominium Corporation No. ___ (known as the "**Corporation**") certifies that:

1. The copy of By-Law Number 1, attached as Schedule "A", is a true copy of the By-Law.

2. The By-Law was made in accordance with the *Condominium Act*, *1998*, S.O. 1998, c.19.

3. (*Please check the statement that applies*)

☐ The owners of a majority of the common interest in the Corporation have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the Condominium Act, 1998 applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply).

☐ The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply).

6. (*Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998*)

The by-law is a joint by-law made under section 59 of the Condominium Act, 1998 and is not effective until the corporations that made it, being ....., have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the Condominium Act, 1998.

DATED this ____ day of _____, _____.

WENTWORTH COMMON ELEMENTS CONDOMINIUM CORPORATION NO. ____

Per: _____
Name:
Title: Director

Per: _____
Name:
Title: Director

Per: _____
Name:
Title: Director

I/We have authority to bind the Corporation.

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW

WENTWORTH COMMON ELEMENTS CONDOMINIUM CORPORATION NO.

BY-LAW NO. 1

BE IT ENACTED as a by-law of Wentworth Common Elements Condominium Corporation No_____ (hereinafter referred to as this, the "**Corporation**" or the "**Condominium**") as follows:

ARTICLE 1 DEFINITIONS

1.1 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act 1998*, S.O. 1998, c.19, as amended, and the regulations made thereunder from time to time (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**Declaration**"). If there is any discrepancy in the definition of a word between the Act and the Declaration, the definition in the Declaration shall prevail. All section references utilized herein, unless the contrary is expressed, shall refer to sections of the Act.

ARTICLE 2 SEAL

2.1 The Seal of the Corporation shall be in the form impressed in the space immediately below this paragraph.

Notwithstanding that the Corporation has a seal, any documents or instruments executed by or on behalf of the Corporation, and intended to bind the Corporation (including any documents or instruments that would ordinarily require the seal of the Corporation to be affixed thereto) need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign any such documents or instruments for and on behalf of the Corporation, and such documents or instruments shall accordingly have the same force and effect (for all purposes) as if same had been executed under the seal of the Corporation.

ARTICLE 3 RECORDS

3.1 The Corporation shall maintain, electronically or in paper form all records required by the Act, including but not limited to the following lists, items, records, and other documents (collectively referred to as the "**Records**"):

a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate, in addition to satisfying the requirements of any taxing authority in Ontario, the government of Canada or any other jurisdiction to which the Corporation is subject;

b) a copy of the budget for the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;

c) a minute book containing the minutes of Owners' meetings and the minutes of the meetings of the board of Directors of the Corporation's (the "**Board**") meetings;

d) a copy of the registered Declaration, registered By-Laws and current Rules, including a copy of all applications made under Section 109 of the Act to amend the Declaration (if applicable) for which the court has not made an order as contemplated in subsection 76(1)(g) of the Act;

e) the seal of the Corporation;

f) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including, without limitation, management contracts, deeds, leases, licences, easements, cost sharing agreements, and any agreements entered into pursuant to Section 98 of the Act which affect the common elements;

g) copies of all policies of insurance and the related certificates or memoranda of insurance and all Insurance Trust Agreements (if any);

h) bills of sale or transfers for all items that are assets of the Corporation but not part of the Lands;

i) the names and addresses for service of each Owner and mortgagee that the Corporation receives from Owners and mortgagees in writing in accordance with Section 47(1) of the Act;

j) notices received from an Owner that his or her common interest has been leased together with the lessee's name, the Owner's address, a copy of that lease or renewal or a summary of same, pursuant to Section 83(1) of the Act;

k) notices received from an Owner that a lease of the Owner's common interest has terminated and was not renewed pursuant to Section 83(2) of the Act;

l) all records that the Corporation has related to the common interests or to employees of the Corporation;

m) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;

n) all existing plans for underground site services, site grading, drainage and landscaping, utilities, and television, radio, or other communication services;

o) all other existing plans and information that are relevant to the repair or maintenance of the Lands;

p) all reserve fund studies and plans to increase the reserve fund under Section 94(8) of the Act;

q) a copy of the most current Disclosure Statement delivered to a purchaser of a common interest prior the turnover meeting (as hereinafter defined);

r) a copy of the written performance audit report received by the Corporation under Section 44(8) of the Act;

s) a copy of any order appointing an inspector or administrator, if any, pursuant to Section 130 or Section 131 of the Act, and a copy of any report the Corporation receives from an inspector pursuant to Section 130(4) of the Act;

t) a copy of all status certificates issued by the Corporation pursuant to Section 76 of the Act, including copies of all notices issued by the Corporation which accompany or are referred to in such status certificates, including all notices issued under Section 94(9) and Section 109 of the Act, within the previous 10 years;

u) a copy of all agreements entered into by or on behalf of the Corporation;

v) a copy of all notices of meetings of Owners sent by or on behalf of the Corporation, specifying the nature of the business to be presented at each meeting, or having respectively appended to them an agenda of the matters to be considered at each meeting within the previous 10 years;

w) a copy of all notices of liens issued by the Corporation to defaulting Owners pursuant to Section 85(4) of the Act, in respect of which the certificates of lien have not been discharged or vacated;

x) a copy of all notices sent on behalf of the Corporation within the previous 10 years;

y) proxies, for not more than 90 days from the date of the meeting at which the proxies were utilized pursuant to Section 52(7) of the Act;

z) copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to Section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby;

aa) records relating to actual or pending litigation (or insurance investigations) involving the Corporation, together with copies of all outstanding judgments against the Corporation;

bb) any other records as may be required to be maintained by the Corporation pursuant to any By-Laws, agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, and all documents received by the Corporation from the Declarant after the Turnover Meeting (as hereinafter defined); and

cc) a copy of all periodic information certificate, information certificate update and new owner information certificates as set out in Section 26.3 of the Act, and all other certificates required in the Act.

ARTICLE 4 MEETING OF OWNERS

4.1 **Annual Meetings**: The annual meeting of the Owners shall take place within six (6) months following the Corporation's fiscal year end, and shall be held at such place and at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-Laws of the Corporation to be laid before the Owners at an annual meeting, and for the purposes of electing Directors, confirming By-Laws passed by Directors, appointing an auditor and fixing or authorizing the Board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual meeting of Owners a financial statement made in accordance with Canadian accounting standards for not-for-profit organizations, as well as the report of the auditor to the Owners, and such further information respecting the financial position of the Corporation as the By-Laws from time to time may require.

4.2 **First Annual General Meeting**: Pursuant to Section 45(2) of the Act, the Board shall hold the first annual general meeting of Owners not more than three (3) months after the registration of the Declaration and Description, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The Owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the Owners fail to do so, the Board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the Owners (if the auditor is appointed by the Owners), or fixed by the Board (if authorized to do so by the Owners, or if the auditor is appointed directly by the Board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

4.3 **Special Meetings**: A requisition for a meeting of Owners (an "**Owners' Requisition**") may be made by Owners who, at the time the Board received the requisition, together own not less than 15% percent of the common interest, are listed in the Record, are entitled to vote, and have no contributions to the common expenses payable for their POTLs that have been in arrears for 30 days or more. The Owners' Requisition shall be in writing, signed by requisitionists, state the nature of the business to be presented at the meeting, and be delivered personally or by registered mail to the President or Secretary/Treasurer of the Board, or deposited at the address for service of the Corporation. The meeting of the Owners shall be called and held within 40 days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within 35 days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within 45 days of the day on which the meeting is called. The Board may at any time call a special meeting of the Owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

4.4 **Turnover Meeting**: The Board, elected at a time when the Declarant owns a majority of the common interest shall, not more than 21 days after the Declarant ceases to be the registered owner of a majority of the common interest, call a meeting of the Owners to elect a new Board (the "**Turnover Meeting**"). If the Turnover Meeting is not called within such time, any Owner or any mortgagee entitled to vote may call the meeting.

(1) At the Turnover Meeting, the Declarant or its agents shall give to the new Board elected at that meeting the Corporation's seal and all the books, agreements, insurance policies, bills of sale, records and documents required to be transferred pursuant to Subsection 43(4) of the Act.

(2) Within 30 days after the Turnover Meeting, the Declarant shall deliver to the Board all of the warranties, plans, specifications, reports, tables, schedules, records, studies, statements and documents required to be transferred pursuant to Subsection 43(5) of the Act, on the express understanding that the items described in Subsections 43(5)(j) and 43(5)(k) of the Act shall be procured at the sole expense of the Corporation.

(3) Within 60 days after the Turnover Meeting, the Declarant shall deliver to the Board audited financial statements of the Corporation prepared by the auditor, on behalf of the Owners and at the expense of the Corporation, as of the last day of the month in which the Turnover Meeting was held.

4.5 **Notices**: Before the Board sends out a notice to call a meeting of Owners, it shall send a preliminary notice to the Owners in accordance with Section 45.1 of the Act. The preliminary notice shall be in writing, and given at least twenty (20) days before the subsequent notice of meeting of owners described in Section 45.1 of the Act to the Owners, and to the mortgagees whose names, five (5) days before the day the notice is given, appeared in the Record. Notice of every meeting of Owners shall be in writing, and specify the place, date, hour, nature of business to be presented, proposed changes to any condominium documents, a copy of requisition (if any) and other prescribed material. The notice shall be given at least 15 days before the day of the meeting to the auditor of the Corporation, and at least 20 days before the day of the meeting to each Owner and mortgagee who is entered on the record (the "**Register**") of names and addresses of Owners and mortgagees required to be maintained pursuant to Section 47 of the Act. The Corporation shall not be obliged to give any notice to any Owner who has not notified the Corporation that he has become an Owner (nor to any Owner who has not provided an address for service to the Corporation), nor to any mortgagee who has not notified the Corporation of his address for service, and that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall include an agenda of the matters to be considered at such meeting. In the case of a notice to Owners that is not a notice of meeting of Owners, such notice shall be given to those persons whose names appeared in the Register five (5) days before the day the notice is given. Any Owner or mortgagee who attends a meeting of Owners, or who is represented by proxy at any such meeting, shall be deemed to have waived the right to object to a failure by the Corporation to give the required notice of any such meeting, unless such Owner or mortgagee or his or her proxy (as the case may be) expressly objects to such failure at such meeting.

4.6 **Reports and Financial Statements**: The Corporation shall attach to any notice of an annual meeting a copy of the financial statements (as required under Subsection 66(2)) and auditors report of the Corporation (as required under Subsection 67(1)) for the previous fiscal year of the Corporation. A copy of the minutes of the meetings of Owners and of the Board shall, within 30 days of such meeting, be furnished to each Owner or mortgagee who has, in writing, requested same, upon payment to the Corporation of a reasonable charge for photocopying.

4.7 **Persons Entitled to be Present**: The only persons entitled to attend a meeting of Owners shall be the Owners and mortgagees entered on the Register, any person entitled to vote at the meeting, the auditor of the Corporation, the Directors and Officers of the Corporation, a representative of the Corporation's property manager and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the By-Laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the majority of those present at the meeting.

4.8 **Quorum**: At any meeting of Owners, a quorum shall be constituted when Owners entitled to vote and entitled to receive notice of the meeting in respect of not less than 25% percent of the common interest are present in person or represented by proxy at such meeting. If 30 minutes after the time appointed for the holding of any meeting of Owners has elapsed and a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the Board shall call a further meeting of the Owners in accordance with the Act.

4.9 **Right to Vote**: No vote shall be taken at a meeting of Owners on any matter other than routine procedure unless that matter was clearly disclosed in the notice of the meeting. At each meeting of Owners, and subject to the restrictions contained in this By-Law No. 1, every Owner shall be entitled to vote, if he is currently entered on the Register as an Owner or has given notice to the Corporation in a form satisfactory to the chairperson of the meeting that he is an Owner. If a POTL has been mortgaged, and the person who mortgaged such POTL (or his proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the Owner to vote in respect of such POTL and such mortgagee has, at least four (4) days before the date of the meeting as specified in the notice of meeting, notified the Owner and the Corporation of his intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary/Treasurer of the meeting sufficient proof of same. If a POTL is subject to more than one mortgage for which the mortgagee has the right to vote, only the mortgagee who has priority may exercise the right. If the mortgagee with priority fails to vote, the mortgagee next in priority may exercise the right. If none of the mortgagees exercise the right to vote, the Owner has the right to vote at a meeting of Owners or to consent in writing, as long as the Owner was entitled to receive notice of and vote at the meeting. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as he may deem sufficient. The vote of each such Owner or mortgagee shall be on the basis of one vote per POTL, and where two or more persons entitled to vote in respect of one POTL disagree on their vote, the vote in respect of that POTL shall not be counted.

4.10 **Conduct of Meetings and Method of Voting**: At any general or special meeting of the Owners, the President of the Corporation (or to whomever he may delegate the responsibility) or failing him, the Vice-President, or failing him, some other person appointed by the Board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the Secretary/Treasurer of the Corporation shall act as secretary of the meeting or, failing him, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an Owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

4.11 **Representatives**: An estate trustee, guardian or trustee of an Owner or mortgagee, or the committee of a mentally incompetent Owner or mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of his appointment, shall represent the Owner or mortgagee at all meetings of the Owners of the Corporation, and may exercise the Owners or mortgagee's vote in the same manner and to the same extent as such Owner or mortgagee. If there is more than one estate trustee, committee, guardian or trustee, the provisions of Section 4.13 shall apply.

4.12 **Proxies**: Every Owner or mortgagee entitled to vote at meetings of Owners may, by instrument in writing, appoint a proxy, who need not be an Owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the Owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing and signed by the appointer or his attorney authorized in writing and shall be effective for a particular meeting only, shall comply with the regulations and be in the prescribed form. An instrument appointing a proxy for the election or removal of a Director shall state the name of the Directors for and against whom the proxy is to vote. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority. All instruments appointing a proxy shall be retained by the Corporation for 90 days following the date of the meeting in respect of which the Instrument appointing a proxy was issued.

4.13 **Co-Owners**: If two or more persons own a POTL, in respect of which a right to vote is exercisable, any one of the Owners, as the case may be, may in the absence of the other

Owner(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such POTL shall not be counted.

4.14 **Multiple Mortgages**: If a POTL is subject to more than one mortgage for which the mortgagee has the right to vote at a meeting of Owners in the place and stead of the Owner/mortgagor, then the mortgagee who has priority may exercise that right, and in such case no other mortgagee may exercise that right. If, however, a mortgagee who has priority fails to exercise that right, then the mortgagee who is next in priority may exercise that right, and in such case no other mortgagee may exercise that right. If none of the mortgagees who have the right to vote or consent on behalf of the Owner/mortgagor exercises that right, then the Owner/mortgagor shall have the right to vote at a meeting of Owners, provided such owner is otherwise entitled to vote in accordance with the provisions of Sections 4.12 and 4.16 hereof.

4.15 **Votes to Govern**: At all meetings of Owners, every question shall, unless otherwise required by the Act, the Declaration or the By-Laws of the Corporation, be decided by a majority of the votes cast on the question by the Owners or mortgagees entitled to vote that are present at the meeting in person or by proxy, provided there is a quorum at the meeting.

4.16 **Entitlement to Vote**: Except where, under the Act or the By-Laws of the Corporation, a unanimous vote of all Owners is required, an Owner is not entitled to vote at any meeting if any Common Expense or other monetary contribution payable in respect of his POTL are in arrears for more than 30 days prior to the meeting, provided that such an Owner may vote if the Corporation receives payment, by certified funds, of the arrears and all other costs and expenses owing before the meeting is held.

ARTICLE 5 BOARD OF DIRECTORS

5.1 **Overall Function**: The affairs of the Corporation shall be managed by the Board.

5.2 **Number and Quorum**: Until and unless changed by the enactment of another By-Law, or as otherwise permitted in the Act, the number of Directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies on the Board, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office. In no event shall the quorum be increased past a simple majority of the number of Directors of the Board.

5.3 **Qualifications**: No person shall be nominated, elected or appointed to the Board unless he/she meets the following criteria, in addition to the requirements listed under Section 29 of the Act:

(a) is a natural person who is 18 or more years of age;

(b) is the registered owner in fee simple of, and is listed as a registered owner of, a POTL with a common interest in the Condominium in the records of the applicable Land Registry Office, save and except that any person designated by the Declarant, so long as the Declarant owns one or more POTLs in the Condominium, shall be eligible to be a Director or officer of the Corporation. For greater certainty: (1) a tenant who occupies a Residential Unit but does not own such POTL be ineligible to be a Director or officer of the Corporation; and (2) any beneficial owners (whether such beneficial interest arises out of a trust relationship, or through the Family Law Act, or otherwise) who are not the registered owner in fee simple as shown in the applicable Land Registry Office shall be ineligible to be a Director of officer of the Corporation;

(c) the person shall not have been convicted of a criminal offence in Canada or any other jurisdiction worldwide;

(d) the person must not be in contravention of the Act, the Declaration, By-Laws or Rules of the Corporation or any agreement entered into by the Corporation;

(e) only one person per POTL may act as a Director on the Board at any given time;

(f) only one person per family can act as a Director on the Board at any given time. For the purposes of this By-Law, the term "family" means a person's spouse, children, sister, brother, sibling, grandchildren, parents, grandparents, children of a person's spouse, children of a person's parents, whether by marriage, adoption or blood relation; and the term "spouse" shall have the meaning ascribed to it in Part III of the Family Law Act, R.S.O. 1990, Chapter F.3 and any amendments thereto, except that upon separation, a spouse shall be deemed to no longer be a spouse of an owner of a POTL in the Corporation. A letter in writing and duly executed by the Owner in such an instance, shall be deemed sufficient evidence of the separation for the purposes of this By-Law;

(g) the person shall not have the status of a bankrupt;

(h) the person must not have been found to be incapable of managing property pursuant to the Substitute Decisions Act, 1992, as amended, or the Mental Health Act;

(i) the person must not have failed to comply with the required disclosure obligations within the time prescribed in the Act or the regulations thereunder;

(j) the person or any member of their family or any person occupying such person's POTL shall not be, directly or indirectly a party or involved in any legal proceedings or disputes involving the Corporation, where such party's interest is adverse to the Corporation's interests. Such proceeding may include, but is not be limited to, a court action, application or motion, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint, tribunal proceeding or any other judicial or quasi-judicial process;

(k) the person shall not have directly or indirectly any interest in a contract or transaction in which the Corporation is a party;

(l) the person shall not receive any benefit, direct or indirect from any contracts with the Corporation;

(m) the person shall not be an employee of the Corporation nor an employee, Director, Officer or agent of the Corporation's property manager;

(n) the person who is nominated, elected or appointed to the Board is not a Director unless:

a. he/she was present at the meeting in which he/she was elected or appointed and did not refuse at the meeting to act as a Director on the Board; and

b. he/she was not present at the meeting in which he/she was elected or appointed but he/she consents in writing to act as a Director before his/her election or appointment within 7 days of such meeting.

5.4 **Disqualification**: A Director immediately ceases to be qualified to be a Director and is deemed to immediately have been resigned from the Board upon the happening of any of the following events in respect of such Director:

(a) ceases to comply with any of the qualifications listed in Section 5.3;

(b) is or becomes an undischarged bankrupt or is mentally incompetent within the meaning of the Substitute Decisions Act, 1992, as amended;

(c) is a party to litigation, mediation, and/or arbitration against or with the Corporation;

(d) subject to the Act and the regulations thereunder, the person has been found to be incapable by any court in Canada or elsewhere;

(e) has not complied with the prescribed disclosure obligations within the time prescribed in the Act or the regulations thereunder, or has made any inaccurate, false, misleading or incomplete statement in such prescribed disclosure;

(f) has registered against any of his/her POTLs, a Certificate of Lien and the person does not obtain a discharge of the Lien within 90 days of the registration of the Lien;

(g) fails to attend three (3) Board meetings in any given period of 365 consecutive days commencing from the date of the Turnover Meeting, and is unable to provide an explanation for his absence that is satisfactory to the other Directors on the Board, acting reasonably;

(h) resigns orally at a meeting of Directors, or resigns in writing, and in both such cases such resignation shall be irrevocable;

(i) has not completed the prescribed training pursuant to the Act or the regulations thereunder within the prescribed time; or

(j) ceases to be the registered owner in fee simple of, and is listed as a registered owner of, a POTL in the records of the applicable Land Registry Office.

5.5 **Election and Term**: The Directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the Turnover Meeting held pursuant to Section 43 of the Act, one (1) Director shall be elected to hold office for a term of one (1) year; one (1) Director shall be elected to hold office for a term of two (2) years; and one Director shall be elected to hold office for a term of three (3) years. Each such Directors may, however, continue to act until the earlier of when its successors are elected or the first annual general meeting following expiry of such Director's term. If more than one of such Directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of Owners called for that purpose, the Director or Directors receiving the greater number of votes shall complete the longest remaining terms of the resigning Directors. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years.

5.6 **Owner-Occupied POTLs**: If at least 15% of the POTLs are owner-occupied on or after the time at which the Board is required to call the Turnover Meeting pursuant to Section 43 of the Act, no persons other than the Owners of owner-occupied POTLs (as defined in Section 51(5) of the Act) may elect a person to or remove a person from one of the positions on the Board (the "**Owner-Occupied Director**"). The Owner-Occupied Director shall be the Director for the three-year term, and thereafter when that position becomes vacant, the Director for that position shall be voted upon only by the Owners of owner-occupied POTLs. If the number of owner-occupied POTLs does not exceed 15% percent at the Turnover Meeting, but in any subsequent year more than 15% of the POTLs become owner-occupied, the position of a Director whose term expires in that year shall be designated the Director to be elected by owners of owner-occupied POTLs, and thereafter when that position becomes vacant, the Director for that position shall be voted upon only by the Owners of owner-occupied POTLs and shall be elected to hold office for a term of three (3) years.

5.7 **Consent**: No election or appointment of a person as a Director shall be effective unless:

a) he consents in writing to act as a Director before his election or appointment or within 10 days thereafter; or

b) he was present at the meeting when he was elected or appointed and did not refuse at that meeting to act as a Director.

5.8 **Removal of Directors**: A Director, other than a Director on the first Board, may be removed before the expiration of his term by a vote of Owners at a meeting duly called for that purpose in accordance with Section 46, who together own a majority of the POTLs, and the Owners may elect at any annual or special meeting any qualified person in place

of any Director who has been so removed, or who has died or resigned, for the remainder of his term. The Owner-Occupied Director may only be removed at a meeting duly called for that purpose, by a vote of a majority of the Owners of the owner-occupied POTLs.

5.9 **Filling of Vacancies**: If a vacancy in the membership of the Board occurs, other than by way of removal by a vote of Owners or as a result of the number of Directors being increased, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the Owners. However, when there is not a quorum of Directors in office, the Directors then in office shall forthwith call a meeting of Owners to fill all the vacancies, and in default thereof, or if there are no Directors in office, the meeting may be called by any Owner.

5.10 **Calling of Meetings of the Board of Directors**: Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President and any other Director may determine; and the Secretary/Treasurer shall call meetings when directly authorized by the President and any other Director to do so. Unless otherwise provided in the By-Laws of the Corporation to the contrary, notice of any meeting so called shall include the time and place of the meeting and the general nature of the business to be discussed at the meeting and shall be given personally, by courier delivery, by prepaid mail, by telefax or by electronic communication addressed to each Director at the address for service given by each Director to the Corporation (or if no such address for service has been given, then to his last known place of residence) at least ten (10) days before the day of the meeting, save that no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting, or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting. A Director who attends a meeting shall be deemed to have waived the right to object to a failure to give the required notice unless the Director expressly objects to such failure at the meeting. If any notice of a Director's meeting is mailed, telefaxed or couriered as aforesaid, then same shall be deemed to have been received and to be effective on the fourth (4th) business day following the date on which same was mailed, or if telefaxed or electronically communicated after 5:00pm, or couriered, then the same date as the date of sending, or if sent by telefax or electronic communication after 5:00pm, on the first (1st) business day following the date on which same was sent by telefax, electronic communication.

5.11 **Board Meetings by Teleconference**: A meeting of the Board may be held or convened by way of teleconference, or any other form of communication system that allows all of the Directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the Directors participating in a meeting held or convened by such means have consented thereto, and a Director so participating in any such meeting held or convened by such means shall be deemed (for the purposes of Section 35(5) of the Act and this By-Law) to be present at such meeting.

5.12 **Regular Meetings:** The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each forthwith after being passed, but no other notice shall be required for any such regular meeting.

5.13 **Waiving Notice of a Meeting of the Board**: Notwithstanding the foregoing provisions of Section 5.10 hereof to the contrary, no notice of a meeting of Directors shall be necessary if all the Directors are present and consent to the holding of such meeting, or if those absent have formally waived notice of the meeting in writing, or have otherwise signified in writing their consent to the holding of such meeting. A Director who attends a meeting shall be deemed to have waived the right to object to a failure to give the required notice, unless such Director expressly objects to such failure at the meeting.

5.14 **First Meeting of New Board**: The Board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of Officers, immediately following the meeting of the Owners during which time the Directors of the board were elected, provided that a quorum of Directors is present.

5.15 **Disclosure by Directors of Interest in Contracts**: Every Director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his interest is limited to remuneration as a Director, Officer or employee), or any material interest in a proposed contract or transaction to which the Corporation will be a party, shall declare his interest in such contract or transaction, at a meeting of the Directors of the Corporation and shall, at that time, disclose in writing the nature and extent of such interest. Such Director shall not be present during discussion at a meeting, shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum, unless the Director's interest in it is or would be limited solely to the insurance described in Section 39 of the Act or his remuneration as a Director, Officer or employee of the Corporation, or unless the Director's interest arises or would arise solely because the Director is a Director, Officer or employee of the Declarant, if the Director has been appointed to the first Board by the Declarant under Section 42(1) of the Act. A general notice to the Board by a Director declaring that he is a Director or Officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation is a sufficient declaration of his interest in relation to any contract so made. If a Director has complied with the requirements of the Act contemplated in this section, then such Director, if he was acting honestly and in good faith at the time the contract or transaction was or is entered into, is not, by reason only of holding the office of Director, accountable to the Corporation or to any Owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the Director's interest therein. Even if such a Director has not fully complied with the requirements of Section 40 of the Act, provided such Director was acting honestly and in good faith at the time the contract or transaction was or is entered into, such Director shall not, by reason only of holding the position of Director, be accountable to the Corporation or to any Owners for any profit or gain realized from such contract or transaction (and such contract or transaction shall not be voidable by reason only of the Director's interest therein) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of Owners duly called for that purpose, and the nature and extent of the Director's interest are declared and disclosed in reasonable detail in the notice calling the meeting.

5.16 **Disclosure by Officers of Interest in Contracts**: Every Officer who is not a Director who has, directly or indirectly, a material interest in any contract of transaction to which the Corporation is or is to be a party, shall disclose his/her interest in such contract or transaction at the first meeting of the Board held after the Officer becomes aware of the contract or transaction or the proposed contract or transaction. The Board shall enter the disclosure made by an Officer in the minutes of the meeting of the Board at which the disclosure was made.

5.17 **Standard of Care**: Every Director and Officer shall exercise the powers and discharge the duties of his office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.18 **Protection of Directors and Officers**: No Director or Officer shall be liable for the acts, neglect or default of any other Director or Officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested (provided, however, that such investment was made in compliance with the requirements of the Act), or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through or in connection with his own dishonest or fraudulent act or acts or breach of his duty to act honestly and in good faith.

5.19 **Indemnity of Directors and Officers**: Every Director and Officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done, permitted to be done by him, or omitted to be done by him in respect of the execution of the duties of his office; and

b) all other costs, charges and expenses which such Director or Officer sustains or incurs in respect of the affairs of the Corporation, excluding however all costs, charges and expenses incurred directly or indirectly as a result of (or in connection with) such Director's or Officer's own dishonest or fraudulent act or acts, or through or by such Director's or Officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each Director and Officer shall be indemnified being hereinafter collectively referred to as the "**Liabilities**"), unless the Act or the By-Laws of the Corporation provide otherwise, on the express understanding that:

(i) no Director or Officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he sustains or incurs arising from (or in connection with) any action, suit or other proceeding in which such Director or Officer is adjudged to be in breach of his or her duty to act honestly and in good faith;

(ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the Director or Officer receives notice thereof or otherwise becomes aware of same; and

(iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

5.20 **Indemnity Insurance**: Subject to any limitations contained in the Act, the Corporation shall purchase and maintain insurance for the benefit of every Director and Officer of the Corporation in order to indemnify them against the Liabilities.

5.21 **Standard of Care**: Every Director and officer of the Corporation shall exercise the powers and discharge the duties of his office honestly and in good faith and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

ARTICLE 6 OFFICERS

6.1 **Elected President**: At the first meeting of the Board, and after each election of the Directors, the Board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office of the President may be filled by the Board from among its members.

6.2 **Appointed Officers**: From time to time the Board shall appoint a Secretary/Treasurer, and may appoint one or more Vice-Presidents, and such other Officers as the Board may determine, including one or more assistants to any of the Officers so appointed. The Officer so appointed may, but need not be, a member of the Board, but must be an Owner of a POTL in the Condominium. One person may hold more than one office.

6.3 **Term of Office**: Subject to the provisions of any written agreement to the contrary, the Board may remove at its pleasure any Officer of the Corporation.

6.4 **President**: The President shall, when present, preside at all meetings of the Owners and of the Board, and shall be charged with the general supervision of the business affairs of the Corporation including without limitation dealing with the Corporation's property manager and the Corporation's solicitor and shall direct the enforcement of the Act, the Declaration, By-Laws and rules of the Corporation.

6.5 **Vice-President**: During the absence of the President, his duties may be performed and his powers may be exercised by the Vice-president, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the Board), save that no Vice-president shall preside at a meeting at the Board or at a meeting of Owners who is not qualified to

attend such meeting as a Director or Owner, as the case maybe. If a Vice-president exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

6.6 **Secretary/Treasurer**: The Secretary/Treasurer shall give or cause to be given all notices required to be given to the Owners, Directors, auditors, mortgagees and all others entitled thereto. The Secretary/Treasurer shall attend all meetings of the Directors and of the Owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. The Secretary/Treasurer shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board. The Secretary/Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, the Secretary/Treasurer shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. The Secretary/Treasurer shall render to the Board at any meeting thereof, or whenever required of the Secretary/Treasurer, an account of all his transactions as Secretary/Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the Board.

6.7 **Other Officers**: The duties of all other Officers of the Corporation shall be such as the terms of their engagement call for, or as the Board may require of them. Any of the powers and duties of an Officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

6.8 **Agents and Attorneys**: The Board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the Board may think fit in its sole discretion.

6.9 **Committees**: In order to assist the Board in managing the affairs of the Corporation, the Board may from time to time establish or constitute such advisor committees to advise and make recommendations to the Board in connection with any activities undertaken (or under consideration) by the Board, including those related to management, budgets, rules and/or any other matters related to the Common Elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the Board to hold office, and may be removed at any time by resolution of the Board.

ARTICLE 7 BANKING ARRANGEMENTS AND CONTRACTS

7.1 **Banking Arrangements**: The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more Officers, or other persons, as the Board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any Officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.

7.2 **Execution of Instruments**: Subject to the provisions of the Act and subject to the foregoing and the provisions of any other By-Law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the Vice-President or any Director, together with the Secretary/Treasurer or any other Director provided that prior to the Turnover Meeting, any one Director or Officer is authorized to execute any document on behalf of the Corporation. Any contract or obligation within the scope of any

management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the Board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

7.3 **No Seal**: Despite anything contained in this By-Law to the contrary, any type or class of document, contract, or other writing otherwise requiring a seal need not be executed under seal by any person nor duly witnessed, provided that the name of the signatory, his office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" is clearly set out below the signature(s), and such a document, contract, or other writing has the same effect for all purposes as if executed under seal.

7.4 **Execution of the Status Certificate**: Status certificates may be signed by any Officer or Director of the Corporation, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE 8 FINANCIAL YEAR-END

8.1 Unless otherwise determined by resolution of the Board, the financial year of the Corporation shall end in each year on the last day of the month in which the Declaration and Description creating the Corporation were registered.

ARTICLE 9 THE CORPORATION

9.1 **Duties of the Corporation**: In addition to the duties and obligations set forth in the Declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:

a) operating, maintaining, controlling, managing and administering the Common Elements and assets of the Corporation in accordance with the provisions of the Declaration;

b) collecting the Common Expenses assessed against the Owners;

c) assume and take all actions reasonably necessary to comply with and ensure compliance by the Owners and an Owner's Responsible Parties including, but not limited to their tenants with any agreements, leases or licenses entered into by the Corporation, or by the Declarant for or on behalf of the Corporation;

d) arranging for the supply of all requisite private or public utility services to the Common Elements, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. Should any apparatus or equipment used in effecting the supply of any requisite utility service(s) become incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus or equipment. The Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;

e) monitoring all public or private service companies which enter upon the Common Elements for the purpose of supplying, installing, replacing and/or servicing their respective systems and/or equipment, or any systems or equipment within, or appurtenant to, any POTL(s), in an effort to ensure that any such work or service does not cause any damage to the Common Elements, nor to any other POTL(s), and causes the least amount of inconvenience and disruption to the residents of the Condominium as is reasonably possible under the circumstances;

f) obtaining and maintaining such insurance for damage to the Common Elements, as may be required by the Act, the Declaration or the By-Laws, and procuring any appraisals of the full replacement cost of the Common Elements and assets of the Corporation that may be required by the Act, the Declaration or the By-Laws of the Corporation for the purposes of determining the amount of insurance to be effected;

g) obtaining and maintaining insurance for the benefit of all Directors and Officers of the Corporation against the matters described in Sections 38(1)(a) and (b) of the Act, provided such insurance is reasonably available, but expressly excluding insurance against a liability, cost, charge or expense incurred as a result of a breach of their duty to act honestly and in good faith;

h) repairing after damage and restoring the Common Elements in accordance with the provision of the Act, the Declaration and the By-Laws;

i) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such Officers and Directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;

j) preparing a yearly budget statement and causing audits to be made after every year-end and making financial statements available to the Owners and mortgagees in accordance with the Act and the By-Laws;

k) effecting compliance by the Owners, the Owner's Responsible Parties, residents, tenants, licencees, employees, and invitees with the Act, the Declaration, the By-Laws and the Rules;

l) providing status certificates, information certificates and such statements and information as may be prescribed by the Act;

m) investing the monies of or monies held by the Corporation in accordance with the Act;

n) establishing and maintaining one or more reserve funds that adequately provide for the major repairs and replacement of Common Elements and assets of the Corporation;

o) taking all reasonable steps to settle, adjust and/or refer to mediation and/or arbitration (in accordance with the provisions of the Act and By-Laws of the Corporation), any claim asserted against the Corporation, or any claim asserted by or on behalf of the Corporation;

p) taking all reasonable steps to collect from each Owner his proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85(1) of the Act against each POTL in respect of which the Owner has defaulted in the payment of Common Expenses retaining and instructing legal counsel and/or the Corporation's property manager to prepare and register all certificates of lien for arrears of Common Expenses, and to ultimately discharge said liens following payment of the respective amounts owing; and

q) keeping and maintaining adequate records as set out in the Act and the By-Laws from time to time, including without limitation, those records set out in Article 3 hereof.

9.2 **Powers of the Corporation**: The powers of the Corporation shall include, but shall not be limited to, the following:

a) employing and dismissing personnel necessary or desirable for the maintenance and operation of the Common Elements;

b) adopting and amending the Rules of the Corporation concerning the operation and use of the Lands;

c) entering into an agreement with and/or employing a building manager or management company at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;

d) investing monies held in the reserve fund(s) by the Corporation, provided that such investments shall be those permitted by the Act;

e) settling, adjusting, compromising or referring to mediation or arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;

f) the borrowing of such amounts in any fiscal year as the Board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the Lands in accordance with the Act, the Declaration and the By-Laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing loan or security by a majority vote of the Owners at a meeting duly

called for that purpose or as required by the Act provided however the Board may maintain overdraft protection in its general account in an amount not exceeding one-twelfth of the Corporation's current budget without approval of the Owners.

g) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;

h) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the Board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;

i) leasing any part of the non-exclusive use Common Elements, or granting any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the non-exclusive use Common Elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation in respect of any servient tenement burdened or encumbered thereby. To the extent that Section 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this By-Law shall accordingly be deemed and construed for all such purposes to be (and constitute) the By-Law providing the Board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any Owner(s) thereto;

j) the power and authority to assume or enter into (and bind the Corporation to the terms and provisions of) the following agreements namely:

   i) a management agreement with a property manager as may be selected by the Declarant, in respect of the Common Elements of this Condominium;

   ii) an Insurance Trust Agreement with an insurance trustee as permitted by the Act;

   iii) a cost sharing agreement with respect to any shared facilities, amenities or services including without limiting the generality of the foregoing, a Reciprocal Agreement with neighbouring land owners;

   iv) agreement(s) with utilities providers and/or metering companies with respect to the supply of and metering of water and electricity use with respect to the Common Elements;

   v) an assumption agreement with the Declarant in which the Condominium agrees to assume the obligations of the Declarant under all outstanding and ongoing obligations and liabilities of the Declarant with respect to any agreements entered into by the Declarant with the any governmental authority or neighbouring landowners;

   vi) any agreement entered into pursuant to the Declaration; and

   i) any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the Board from time to time.

ARTICLE 10 NOTICE

10.1 **Method of Giving Notices**: Except as otherwise specifically provided in the Act, the Declaration, this By-Law, or any other By-Law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given or served shall be sufficiently given or served if given in accordance with the following:

a) **to an Owner**, who has notified the Corporation of his interest in any POTL and his address for service, by giving same to him, (or to any Director or Officer of the Owner if the Owner is a corporation) either:

i) personally, by courier or by ordinary mail postage prepaid, addressed to him at the address for service given by such Owner to the Corporation; or

ii) facsimile transmission, electronic mail, or any other method of electronic communication if subsection 47(4) of the Act has been complied with; or

iii) delivered at the Owner's POTL or at the mail box for the POTL unless,

1) the party giving the notice has received a written request from the Owner that the notice not be given in this manner, or

2) the address for service that appears in the Register is not the address of the POTL of the Owner.

b) **to a mortgagee**, who has notified the Corporation of his interest in any POTL and his address for service, and has confirmed that it has under the terms of the mortgage the right to vote at a meeting of Owners in the place of the POTL Owner (or to consent in writing in the place of the POTL Owner), by giving same to him, or to any Director or Officer of the mortgagee, either:

i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or

ii) by facsimile transmission, electronic mail, or any other method of electronic communication if subsection 47(4) of the Act has been complied with.

c) **to the Corporation**, by giving same personally to any Director or Officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act.

10.2 **Receipt of Notice**: If any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the fourth (4th) business day following the day on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, or couriered, or sent by electronic mail, or any other method of electronic communication, if subsection 47(4) of the Act has been complied with.

10.3 **Omissions and Errors**: The accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of Owners or Directors held pursuant to such notice or otherwise founded thereon.

ARTICLE 11 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 **Duties of the Board Concerning Common Expenses**: The Common Expenses, as provided for in the Act and in the Declaration, shall be assessed by the Board and levied against the Owners in the proportions in which they are required to contribute thereto pursuant to the provisions of the Declaration. The Board shall, from time to time, and at least once annually, prepare the budget for the Lands and determine, by estimate, the amount of Common Expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be.

11.2 **Duties of the Board Concerning Reserve Fund**: In addition to the foregoing, the Corporation shall establish and maintain such reserve funds in accordance with the requirements of the Act, and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the Common Elements and assets of the Corporation. Moreover, the Board shall conduct a reserve fund study within the first year following registration (irrespective of whether the Turnover Meeting has occurred within said time frame), shall conduct subsequent reserve fund studies or updates thereof (at the times prescribed by the Act or the regulations thereto), shall notify the Owners and the auditor, and shall implement the plan for future funding of the reserve, in order to make sufficient provision for a reserve fund in the annual budget.

11.3 **Notice of Common Expenses to Owners**: The Board shall advise each Owner promptly in writing of the total amount of Common Expenses payable by each Owner respectively, and shall give copies of all budgets on which such Common Expenses are based to all Owners and mortgagees entered on the Register, in accordance with the provisions of the By-Laws of the Corporation.

11.4 **Owners Obligations**: Each Owner shall be obliged to pay to the Corporation the amount of Common Expenses assessed against such Owner's common interest, in equal monthly installments due and payable on the first day of each and every month throughout the twelve-month period (or other period of time) to which such assessment relates or is otherwise applicable, until such time as a new budget or assessment is given to such Owner. If the Board so directs, each Owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly Common Expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of any act or omission by an Owner of by members of his family and/or his tenants, residents, employees, invitees or breach of any rules of the Corporation in force from time to time, shall be borne and/or paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

11.5 **Extraordinary Expenditures**: Extraordinary expenditures not contemplated in the foregoing budget for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the Board serving notice(s) of such further assessment(s), on all Owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and shall be payable by each Owner within 10 days from the date of the receipt of such notice, or within such further period of time and in such installments as the Board may otherwise determine.

11.6 **Default in Payment of Assessment**:

a) Arrears of payments required to be made under the provisions of this Article 11 shall bear interest at the rate of Prime Rate plus 5% per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act;

b) In addition to any remedies or liens provided by the Act, if any Owner is in default of payment of a Common Expense assessment levied against him for a period of 15 days, then the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due, all costs of such action, including cost on a solicitor-and-client basis; and

c) The Board when giving notice of default in payment of common expenses or any other default to the Owner of the POTL, shall concurrently send a copy of such notice to each mortgagee of such POTL who has requested that such notices be sent to him.

ARTICLE 12 LIABILITY FOR COSTS

12.1 **Abatement and Restraint of Violations by POTL Owners and Liability for Costs**:

The Owner of a POTL is responsible for any cost incurred to repair:

a) damage to the Common Elements or other POTLs that may have been caused by either the Owner's use or the use by the Owner's Responsible Parties; and

b) damage to the Common Elements that has been caused by the deliberate or negligent conduct of any Owner, or the Owner's Responsible Parties.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the Owner, or where an Owner requests to repair a Common Element himself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the Owner(s) involved.

a) **Additional Rights of Corporation**: The violation of any provisions of the Act, the Declaration, the By-Laws, and/or the Rules adopted by the Board, shall give the Board the right, in addition to any other rights set forth in the By-Laws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance pursuant to Section 134 of the Act.

12.2 **Insurance Deductible**: In accordance with Section 105(2) and Section 105(3) of the Act, where an Owner, or an Owner's Responsible Parties with the permission or knowledge of the Owner, through an act or omission causes damage to the Common Elements or to any other POTLs then such Owner shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the insurance deductible maintained by the Corporation with respect to its insurance policies from time to time and said amount plus all costs and expenses incurred by the Corporation directly or indirectly in relation to the damage caused by such Owner or Owner's Responsible Parties shall be added to the Common Expenses payable for the Owner's common interest.

12.3 **Indemnity of the Corporation:** Each Owner shall indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities (including the Corporation's insurance deductible and its legal costs and any other costs and expenses incurred by the Corporation) which the Corporation may suffer or incur as a result of, or in connection with, any act or omission of such Owner that causes (either directly or indirectly) any damage or injury to the Common Elements (or any portion thereof) and/or to any other POTL, except for any loss, cost, damage, injury or liability that is insured against by the Corporation, subject to any insurance deductible. All payments to be made by any Owner pursuant to the provisions of this Section 12.4 of the Act shall be deemed to be Common Expenses payable by such Owner, and shall be recoverable from such Owner by the Corporation in the same manner (and upon the same terms) as unpaid Common Expenses.

ARTICLE 13 RULES GOVERNING THE USE OF COMMON ELEMENTS

13.1 The Board may make, amend, and repeal Rules respecting the use of the Common Elements, and assets of the Corporation, in order to promote the safety security and welfare of the Owners and of the Lands, or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements, and/or the assets of the Corporation. Every Rule made, amended or repealed by the Board shall be effective 30 days after notice thereof has been given to each Owner, unless the Board is in receipt of a written requisition requiring a meeting of the Owners to consider one or more of such Rules or unless the Rule or an amendment to a Rule has substantially the same purpose or effect as a Rule that the Owners have previously amended or repealed within the preceding two (2) years, in which case such rule or amendment is not effective until the Owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of Owners is requisitioned or otherwise called, then those Rules which are the subject matter of, said requisition or meeting shall become effective only upon the approval of a majority of the Owners (represented in person or by proxy) at such meeting.

13.2 The Rules shall be complied with and enforced in the same manner as the By-Laws, but the Owners may, at any time, amend or repeal a Rule at a meeting of Owners duly called for that purpose, and for greater certainty, the Rules shall be observed by the Owners, the Owner's Responsible Parties and all other residents, tenants, invitees or licensees of the owners of POTLs.

ARTICLE 14 ELECTRONIC MEETINGS AND VOTING

14.1 Notwithstanding anything to the contrary contained herein, with respect to a meeting of the owners of units in the Condominium (including without limiting the generality of the foregoing, the annual general meeting, the turnover meeting, and a special meeting), or any meetings of the Directors of the Corporation (each a "**Meeting**"):

(i) a Meeting may be held by telephonic or electronic means or any other means which permits all participants to communicate with each other, and an owner of a unit in the Condominium or a

Director of a Corporation who, through those telephonic or electronic means, or other means, establishes a communications link to the Meeting is deemed to be present at the Meeting;

(ii) voting with respect to a Meeting, in addition to any other methods of voting permitted in the By-Laws of the Corporation, may be conducted by: (1) a show of hands at the Meeting, (2) by ballot delivered at the Meeting; (3) by ballot mailed, or electronic ballot received by the secretary of the Corporation in advance of the Meeting; or (4) vote by telephonic or electronic means, including without limitation, electronic ballots voted prior to a Meeting. Provided however, that any ballots or votes cast by an owner or a Director prior to a Meeting, shall be superceded by any subsequent proxy, ballot or other vote cast by the same owner or Director with respect to the same matter which is being voted on at such Meeting; and

(iii) any proxies granted by any owner of a unit may be properly granted by way of an electronic proxy.

ARTICLE 15 MISCELLANEOUS

14.1 **Invalidity**: The invalidity of any part or parts of this By-Law shall not impair or affect in any manner the validity and enforceability of the balance thereof.

14.2 **Gender**: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

14.3 **Waiver**: No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

14.4 **Headings**: The headings in the body of this By-Law form no part hereof, but shall be deemed to be inserted for convenience of reference only.

14.5 **Statutory References**: Any references to a section or sections of the Act in this By-Law (or in any By-Laws or Rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

14.6 **Conflicts**: In the event of a conflict or inconsistency between the provisions of the Act, and any provision in the Declaration, By-Laws or Rules of the Corporation, the Act shall prevail. In the case of a conflict or inconsistency between the provisions in the Declaration, and any provision in the By-Laws or Rules of the Corporation, the Declaration shall prevail. In the event that the Act and the Declaration are silent regarding the matter or issue addressed by any of the By-Laws, then the provisions of the By-Laws shall prevail.

Wentworth Common Elements Condominium Corporation No. ___ hereby enacts and passes the foregoing By-Law No. 1, having been duly approved by all of the Directors of the Corporation and confirmed without variation to the provisions herein, as evidenced by all of the respective signatures hereto of all the Directors.

DATED the ____ day of ____, ____.

WENTWORTH COMMON ELEMENTS CONDOMINIUM CORPORATION NO. ___

Per: _____
Name:
Title: Director

Per: _____
Name:
Title: Director

Per:_____
Name:
Title: Director

I/We have authority to bind the Corporation.

The foregoing By-Law No. 1 is hereby approved and confirmed by the sole Owner of the parcels of tied lands as evidenced by the signature of its duly authorized officer in that behalf.

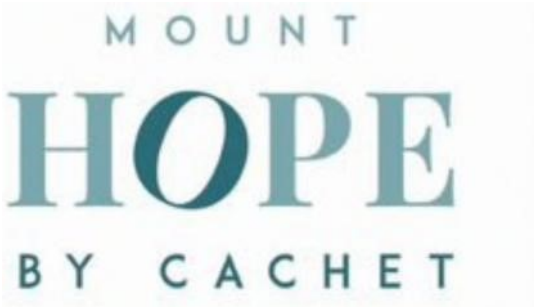
DATED the ____ day of _____, _____.

CACHET MDRE (MOUNT HOPE) INC.

Per:_____
Name:
Title: ASO

I have authority to bind the Corporation.

Rules



RULES

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act 1998, S.O. 1998, c.19, as amended, and the regulations made thereunder from time to time (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**Declaration**").

The following Rules made pursuant to the *Condominium Act,* 1998, S.O. 1998, c. 19, as amended, shall be observed by all Owners of a parcel of tied lands ("**POTLs**") together with its appurtenant common interest in the Condominium (which for the purposes of these Rules such owner and occupant(s) shall herein be referred to as the "**Owner**") and any other person(s) occupying such parcel of tied lands with the Owner's approval, including, without limitation, members of the Owner's family, tenants, guests, visitors, servants and agents, and any other person for whom the Owner isin law responsible (collectively, the "**Owner's Responsible Parties**").

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, tenants, guests, servants, visitors and agents of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Corporation against such Owner in the same~~ manner as~~ Common Expenses.

1. GENERAL

a) Use of all Common Elements shall be subject to the Rules, which the Board may make to promote the safety, security or welfare of the Owners and of the Lands or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements; and

b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Owners and all Owner's Responsible Parties.

2. QUIET ENJOYMENT

Owners and Owner's Responsible Parties shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Corporation's manager (the "**Manager**"), may or does disturb the comfort or quiet enjoyment of the Common Elements by other Owners or other Owner's Responsible Parties.

3. COMMON ELEMENTS

a) No storage of any combustible or offensive goods, provisions or materials or propane or natural gas tanks shall be kept on or transported or carried through the Common Elements.

b) No one shall harm, mutilate, destroy, alter or litter on the Common Elements or any of the landscaping work on the Lands.

c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the Common Elements, unless approved by the Board.

d) No equipment shall be removed from the Common Elements by, or on behalf of, any Owner or an Owner's Responsible Parties.

e) No walkways that are part of the Common Elements shall be obstructed by any of the Owners.

f) Any physical damage to the Common Elements caused by an Owner or an Owner's Responsible Parties shall be repaired by arrangement and at the direction of the Board at the cost and expense of such shall be borne by the Owner.

g) No building or structure or tent shall be erected placed, located, kept or maintained on the Common Elements by any Owners or an Owner's Responsible Parties and no trailer, either with or without living, sleeping or eating accommodations shall be placed located kept or maintained on the Common Elements by any Owners or an Owner's Responsible Parties.

h) No hanging or drying of clothes is allowed on any part of the Common Elements.

i) No storage of coal or any other combustible or offensive goods provisions or materials or any propane or natural gas tanks shall be kept in any POTLs, or Common Element areas.

j) No owner or occupant of a POTL shall do, or permit anything to be done in respect to the Common

Elements which will in any way increase the risk of fire or the rate of fire insurance or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

4. GARBAGE DISPOSAL

No Owner shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse or garbage, nor shall he place or deposit same, except in the garbage bins designated by the Corporation or the Manager for the storage of garbage. All garbage shall be placed in a plastic or polyethylene bag and shall be securely tied or fastened and be disposed of in such designated garbage bins, as directed by the Manager. Where such debris, refuse or garbage consists of large items, crates or cartons, the Owner shall arrange with the Manager for disposal thereof and such crates or cartons shall not, in any event, be left outside the POTL or anywhere on the Common Elements.

5. PARKING

For the purpose of these Rules, "motor vehicle" has the meaning ascribed thereto in the Declaration.

a) No motor vehicles, equipment or machinery of Owners shall be parked or left on any part of the Common Elements including without limitation, any visitor parking areas.

b) Parking is prohibited in the following areas:

i) fire zones;

ii) traffic circles, lanes and circulation areas, including circulation areas in the parking garage;

iii) delivery and garbage areas; and

iv) ramps and roadways.

c) No servicing, repairs or motor vehicle washing shall be performed on any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on the road portion.

d) Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.

e) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of the posted speed.

f) No unlicenced motor vehicle including mopeds and go-carts shall be driven within the Lands and no person shall operate a motorized vehicle within the Lands without a proper operating licence.

g) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the Property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the Owner thereof.

h) Guests and visitors shall park only in areas designated as guest or visitor parking, and Owners are expressly prohibited from parking in such guest or visitor parking areas.

6. PETS

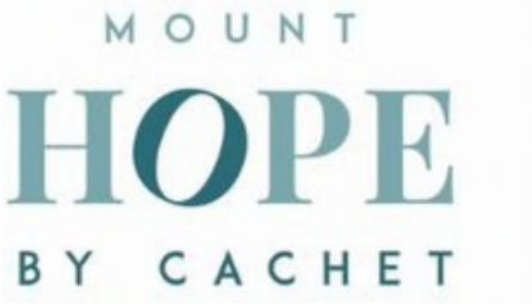
a) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times.

b) No animal, livestock or fowl, other than those household domestic pets are permitted to be on or about the Common Elements, except for ingress to and egress from a POTL.

c) All dogs and cats must be kept under personal supervision and control and held by leash or in a cage at all times during ingress and egress from a POTL and while on the Common Elements.

d) No pet that is deemed by the Board in its sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on the or about the Common Elements.

Budget and Schedule of Common Expenses



BUDGET STATEMENT

FOR THE FIRST YEAR OF OPERATIONS

May , 2024

MOUNT HOPE BY CACHET

Budget statement for the common expenses for the year following registration of the Declaration and Description of the proposed Common Elements Condominium Corporation at 474 Provident Way, Hamilton, Ontario.

REVENUE	
Annual Common Element Fees	$172,969
TOTAL REVENUE	
OPERATING EXPENSES	
UTILITIES	
Electricity	$3,000
Water / Waste Water	2,400
TOTAL UTILITIES	
INSURANCE	
Insurance Premium	$6,500
TOTAL INSURANCE	
SERVICE AGREEMENTS	
Management Agreement	$53,182
Waste Removal	18,300
Landscaping & Snow Clearing	40,300
Parking Enforcement	3,500
TOTAL SERVICE AGREEMENTS	
PERFORMANCE AUDIT	
Performance Audit	$5,700
Less Declarant Subsidy	-5,700
TOTAL PERFORMANCE AUDIT	
MAINTENANCE / REPAIRS & SUPPLIES	
Maintenance / Repairs	$3,200
Maintenance Supplies	1,700
TOTAL MAINTENANCE / REPAIRS & SUPPLIES	

MOUNT HOPE BY CACHET

Budget statement for the common expenses for the year following registration of the Declaration and Description of the proposed Common Elements Condominium Corporation at 474 Provident Way, Hamilton, Ontario.

GENERAL ADMINISTRATION

Legislative Expenses	$2,800
Financial Audit / Turnover Audit	5,243
Less Declarant Subsidy	-2,622
Office Expenses	3,307
Website & Communication	2,200
Legal Counsel	1,130

TOTAL GENERAL ADMINISTRATION EXPENSES

RESERVE FUND

Reserve Fund Provision	$24,534
Reserve Fund Provision for Reserve Fund Study	4,294

TOTAL RESERVE FUND

TOTAL OPERATING EXPENSES

If registration of the Declaration and Description occurs after November 01, 2024, then the First Year Budget Statement and Schedule of Monthly Common Expenses shall be read as increased by an escalation rate of 8.0% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.

MOUNT HOPE BY CACHET

NOTES TO THE BUDGET

1. INDIVIDUAL POTL ASSESSMENT:

The monthly common element charge for each POTL 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.

A. Total Monthly Common Element Assessment:

$172,969 divided by 12 months = $9,519 per month

B. Monthly Individual Common Element Assessment:

Individual POTL monthly common element assessments are determined by multiplying the total monthly common element assessment ($135.98) 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.

2. OPERATING EXPENSES:

A UTILITIES **$5,400**

i. Electricity $3,000

The budget is based on comparable property requirements and the rates from March 1, 2020 from the Alectra website of 11.9 cents per kilowatt hour and administrative/distribution charges have been escalated by 5% and compounded annually. The budget includes electricity for the common elements of the common elements condominium only, such as for street lights. Each POTL will be separately metered or check metered and the cost of electricity used by 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 11.6 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.

ii. Water / Waste Water $2,400

The budget is based on comparable property requirements and the current rates from the City of Hamilton website from March 1st 2022 of $4.8180 per cubic metre for water and waste water, and administrative/distribution charges have been escalated by 5% and compounded annually. The budget includes water and waste water costs for the common areas only on a bulk billing basis. Each POTL will be separately metered and invoiced directly from the Region and the cost of both water and waste water to the POTL's will be the responsibility of the respective POTL owner and will not form part of the common expenses. Should the rates for water and waste water at time of registration be greater than $5.0589 cents per cubic metre for water and 3.2264 for waste water or administrative/distribution charges have increased from current rates, then the

budget will be adjusted accordingly to reflect the rates at the time of registration. Please refer to the Disclosure Statement for further details.

MOUNT HOPE BY CACHET

NOTES TO THE BUDGET

B. INSURANCE **$6,500**

i. Insurance Premium $6,500

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment, insurance trustee and directors and officers liability coverage, as applicable. This provision does not include any insurance coverage within each POTL and will be the responsibility of the POTL owner.

C. SERVICE AGREEMENTS **$115,282**

i. Management Agreement $53,182

The estimated cost for a licensed property management company to oversee the affairs of the condominium corporation. A detailed property management agreement is included in the Disclosure Statement Package. The contract for the first year is set at $3,922.00 per month, plus the H.S.T. for part time portfolio property management.

ii. Waste Removal $18,300

It is currently anticipated that waste and recycling will be picked up from a central location. Each unit owner or occupant will be required to bring their garbage / recycling to the central location for disposal. Please refer to the Disclosure Statement for further details.

iii. Landscaping & Snow Clearing $40,300

The estimated cost to maintain the common element landscaping and clear snow and ice from the roadways and sidewalks in the winter from the common element road areas only. The provision does not include any landscaping, grounds care or snow clearing from walkways, stairs and driveways as applicable with in any POTL. As such, snow clearing and all landscaping within each POTL will be the responsibility of POTL owner.

D. PERFORMANCE AUDIT **$0**

i. Performance Audit $5,700

The cost of the engineering study, to be conducted by the Board of Directors,

to examine the common element areas. 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. 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.

MOUNT HOPE BY CACHET

NOTES TO THE BUDGET

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 1998, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.

ii. Less Declarant Subsidy ($5,700)

The initial cost of the Performance Audit at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of $5,044 plus the H.S.T. as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.

E. MAINTENANCE / REPAIRS & SUPPLIES $4,900

i. Maintenance / Repairs $3,200

This is the estimated cost for minor repairs to the common element areas only. This account is also used for the normal day-to-day maintenance to the common element areas, any fire hydrants, and stormceptors.

ii. Maintenance Supplies $1,700

This is the estimated cost for supplies, such as light bulbs, for the common area lights.

F. GENERAL ADMINISTRATION $12,059

i. Legislative Expenses $2,800

The estimated cost for the annual expenses associated with the Condominium Authority of Ontario (CAO), licensing, and the cost of preparing prescribed information certificates.

ii. Financial Audit / Turnover Audit $5,243

The estimated cost for an independent auditor to undertake the Year End Audit in accordance with Section 43(7) of the Condominium Act 1998 and a Turnover Audit in accordance with Section 67 of the Condominium Act 1998.

iii. Office Expenses $3,307

The estimated budgeted amount provides for any office expenses directly related to the operation of the corporation including the services of a minute taker for board meetings, any virtual meetings, various office supplies, photocopying, mailings, the annual general meeting, C.C.I membership, provision for a photocopier lease, status certificates that may be required by the Declarant, bank charges and other such expenses.

iv. Legal Counsel $1,130

Provision for independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of $1,000 plus the H.S.T.

MOUNT HOPE BY CACHET

NOTES TO THE BUDGET

3. RESERVE FUND $28,828

i. Reserve Fund Provision $24,534

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 20.0%, 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.

ii. Reserve Fund Provision for Reserve Fund Study $4,294

The Condominium Act 1998 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.

4. GENERAL NOTES TO THE BUDGET

i. The total common expenses of this proposed Condominium Corporation, including the provision to the Reserve Fund is $172,969 as shown on the Budget Statement.
ii. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is $3,800 plus H.S.T.; the cost of the Performance Audit is $5,044 plus H.S.T.; the cost of both the turn over and year end financial audits is $4,640 plus H.S.T.
iii. The cost, type, level and frequency of services is detailed in the Notes above.
iv. The monthly common element fee for each POTL is $135.98 as shown on the attached Schedule of Monthly Fees to the Budget Statement.
v. As stated in the Notes above, 20.0% of the operating expenses will be paid into the Reserve Fund account. The provision is $28,828 for the first year.
vi. At the time of preparation of the Budget Statement, May 2024, there are no judgments, with respect to the property, against the Declarant nor is the Declarant a party to any lawsuit material to the within property.
vii. There are no services not included in the foregoing Budget Statement 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.
viii. There are no services not included in the foregoing Budget Statement 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.
ix. As at the date of the foregoing Budget Statement, 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 $24,534 in the Reserve Fund account.
x. As at the date of the foregoing Budget Statement, May 2024, 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.
xi. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.

xii. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Condominium Corporation or by any of the owners for the use of the common elements.

MOUNT HOPE BY CACHET

NOTES TO THE BUDGET

xv. Inflation rate of 8.0% is to be applied per annum (unless otherwise stated) each year after November 01, 2024. 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 POTL 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.

xvi. Purchasers are advised that the Budget Statement, dated May 2024, includes the additional costs associated with The Fair Workplaces, Better Jobs Act, 2017. This legislation includes broad ranging amendments to Ontario's Employment Standards Act and Labour Relations Act. These legislative changes seek to create more opportunity and security for workers across Ontario and increase minimum wage rates.The Declarant has used their best estimates in this First Year Budget Statement to accurately forecast these costs, however should subsequent phases of the aforementioned legislation be enacted, that causes the Condominium Corporation to incur additional costs,Purchasers are advised that the Budget Statement may need to be updated based on the actual cost and implication of these additional legislative changes, at the time of registration, in the event that this cost increases significantly. Purchasers are further advised, and expressly agree that such change to the Budget will not constitute, nor be deemed to be, a material change as that term is defined in the Condominium Act, 1998 (Ontario).

xvii. Purchasers are advised that the Budget Statement, dated May 2024, includes the additional costs associated with the Condominium Management Services Act, 2015, and Bill 106, Protecting Condominium Owners Act, 2015 SO 2015. These legislative enactments introduce the mandatory licensing of Condominium managers and also introduce the Condominium Authority of Ontario. The Declarant has used their best estimates in this First Year Budget Statement to accurately forecast these costs, however should subsequent phases of the aforemention legislation be enacted, that causes the Condominium Corporation to incur additional costs,Purchasers are advised that the Budget Statement may need to be updated based on the actual cost and implication of these additional legislative changes, at the time of registration, in the event that this cost increases significantly. Purchasers are further advised, and expressly agree that such change to the Budget will not constitute, nor be deemed to be, a material change as that term is defined in the Condominium Act, 1998 (Ontario).

xviii. Each POTL owner will be required to purchase their own insurance to cover the replacement value of their respective POTL, as well as provide evidence of coverage to the condominium for general liability. Please refer to the Disclosure Statement for further details.

xx. Purchasers are advised that the monthly common expenses payable by each POTL owner, do not include the cost of the supply of Electricity, Water or

Gas to each POTL, as and such, each owner will be required to pay these costs, in addition to the their monthly common expense payments

MOUNT HOPE BY CACHET

NOTES TO THE BUDGET

xxi. Purchasers are advised that the Declarant has used their best estimates in this First Year Budget Statement to accurately forecast the cost of the insurance premium. However, due to significant increases in claims and losses over the past year, many insurance companies have severely reduced their capacity to insure condominiums, leading to a shortage of carriers willing to provide coverage. As a result, purchasers are advised that the Budget Statement may need to be updated based on the actual cost of Insurance, at the time of registration, in the event that this cost increases significantly. Purchasers are further advised, and expressly agree that such change to the Budget will not constitute, nor be deemed to be, a material change as that term is defined in the Condominium Act, 1998 (Ontario).

xxii. This proposed First Year Budget Statement has been prepared by an Ontario Licensed Condominium Manager (OLCM) in accordance with the Condominium Management Services Act, 2015.

MOUNT HOPE BY CACHET

SCHEDULE OF MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
1	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 1, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
2	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 2, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
3	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 3, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
4	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 4, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
5	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 5, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
6	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 6, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
7	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 7, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
8	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 8, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
9	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 9, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
10	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 10, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
11	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 11, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
12	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 12, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
13	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 13, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
14	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 14, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
15	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 15, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
16	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 16, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
17	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 17, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
18	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 18, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
19	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 19, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
20	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 20, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
21	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 21, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on	

22	Plan 65M-1275, designated as PART 22, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98

MOUNT HOPE BY CACHET

SCHEDULE OF MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
23	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 23, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
24	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 24, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
25	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 25, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
26	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 26, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
27	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 27, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
28	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 28, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
29	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 29, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
30	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 30, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
31	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 31, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
32	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 32, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
33	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 33, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
34	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 34, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
35	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 35, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
36	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 36, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
37	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 37, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
38	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 38, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
39	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 39, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
40	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 40, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
41	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 41, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
42	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 42, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
43	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 43, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on	

44	Plan 65M-1275, designated as PART 44, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98

MOUNT HOPE BY CACHET

SCHEDULE OF MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
45	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 45, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
46	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 46, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
47	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 47, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
48	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 48, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
49	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 49, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
50	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 50, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
51	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 51, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
52	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 52, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
53	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 53, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
54	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 54, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
55	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 55, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
56	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 56, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
57	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 57, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
58	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 58, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
59	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 59, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
60	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 60, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
61	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 61, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
62	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 62, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
63	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 63, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
64	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 64, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
65	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 65, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on	

66	Plan 65M-1275, designated as PART 66, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98

MOUNT HOPE BY CACHET

SCHEDULE OF MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
67	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 67, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
68	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 68, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
69	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 69, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
70	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 70, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
71	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 71, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
72	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 72, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
73	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 73, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
74	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 74, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
75	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 75, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
76	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 76, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
77	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 77, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
78	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 78, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
79	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 79, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
80	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 80, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
81	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 81, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
82	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 82, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
83	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 83, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
84	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 84, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
85	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 85, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
86	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 86, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
87	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 87, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on	

88	Plan 65M-1275, designated as PART 88, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98

MOUNT HOPE BY CACHET

SCHEDULE OF MONTHLY COMMON ELEMENT FEES

POTL NO.	POTL DESCRIPTION	MONTHLY COMMON ELEMENT FEES BY POTL
89	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 89, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
90	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 90, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
91	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 91, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
92	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 92, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
93	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 93, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
94	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 94, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
95	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 95, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
96	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 96, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
97	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 97, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
98	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 98, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
99	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 99, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
100	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 100, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
101	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 101, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
102	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 102, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
103	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 103, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
104	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 104, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
105	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 105, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
106	In the City of Hamilton, Province of Ontario, being comprised of Block 263 on Plan 65M-1275, designated as PART 106, on Reference Plan 65R-XXXXX, being all of P.I.N. 03047-XXXX (LT).	$135.98
	TOTAL	$9,518.60

Plans

MOUNT
HOPE
BY CACHET

474 PROVIDENT WAY

CONCEPT PLAN - BLOCK 264

FILE # 25T-200021

BY-LAW: RM3-284(B)

1. SITE AREA:
TOTAL AREA = 2.5824ha (5.81 acres) = 25,824.52 SM

2. PART A:
2.1. NUMBER OF UNITS

TYPE A1, 6.3X 16 TRADITIONAL TOWNHOUSE, 2 STOREY = 47 UNITS
TYPE B, 5.8X 16 TRADITIONAL TOWNHOUSE, 3 STOREY = 19 UNITS
TYPE B1, 6.2M REAR LANE TOWNHOUSE, 3 STOREY = 10 UNITS
TOTAL = 106 UNITS

2.2. DENSITY: 100 UNITS PER HA (MAXIMUM)
106 UNITS / 5.811 ACRE = 17.35 UNITS PER ACRE (44.3 UNITS PER HA)

2.3. RESIDENT PARKING REQD = 106 UNITS X 2
= 212 SPACES REQD

2.4. RESIDENT PARKING PROVD = 212 SPACES PROVD

2.5. VISITOR PARKING REQD = 106 UNITS / 2.0
= 53 SPACES REQD

2.6. VISITOR PARKING PROVD = 51 SPACES PROVD + 2 ACCESSIBLE SPACES
TOTAL REQUIRED PARKING SPACES = 265 SPACES
TOTAL PROVIDED PARKING SPACES = 266 SPACES

2.7. NO PARKING SPACE OR AREA SHALL BE LOCATED CLOSER TO A STREET LINE THAN 1.5m AND 2.5m TO ANY RESIDENTIAL ZONE (EXCEPT 0.0m FROM NORTH-EAST LOT LINE)

3. COVERAGE

TOTAL LAND AREA = 25,824.52 SM X 0.35 MAX. LOT COVERAGE
= 9038.58 SM (MAX. LOT COVERAGE)

COVERAGE = TOTAL BUILDING COVERAGE / TOTAL LAND AREA
= 8595 SM / 25,824.52 SM
= 33.28% TOTAL BUILDING COVERAGE

PARKING SPACES

ASPHALT PARKING SPACES

4.0 LANDSCAPE CALCULATION

LANDSCAPE CALCULATIONS	PROPOSED	
1) LOT AREA	25,824.52 SM	100.00 %
2) BUILDING AREA	8650 SM	33.23 %
3) HOUSE / DRIVE PARKING AREA	6639.94 SM	31.07%
5) DRIVEWAY AREA	1735.26 SM	7.24%
3) LANDSCAPE AREA	9001.29 SM	35.53 %

LANDSCAPE AREA shall mean and shall include all lot lands, except those used for any purpose other than or in addition to landscaping, which may include grass, shrubs, flowers, trees and other types of vegetation, and walks, etc. but, parking, loading or driveway areas, or any other such area used for vehicular traffic, shall not be considered landscaping area. (Amended by By-Law 05-054)

AREAS

BUILDING AREA = 8595.27 SM

ROAD + CURB + PARKING AREA = 6038.54 SM

DRIVEWAY AREA = 1793.26 SM

PROJECT	474 PROVIDENT WAY, CITY OF HAMILTON	
PROPOSAL	ZBA FOR RM3-284(B) BY-LAW NO. 16-233	
TAX ID / CONDO NO.	17213-0641 - 41 BLOCK 264 (SPITFIRE DRIVE) TOTAL 5.7426	
PROPOSED ZONE	RM3-284 - 17.7 UNITS/ACRE	
ZONING CHART:		
STANDARD	BY-LAW REQUIREMENT	PROPOSED
SIGNAGE REQUIRED	1.5 SM ALL MAJOR ENTRANCES	SEE BLOCK ELEVATION CONCEPTS
BUILDING HEIGHT	MAX. 14m	SEE BLOCK ELEVATION CONCEPTS
SITE LANDSCAPING	30 SQM	100 SQM
SITE LOT COVERAGE	35%	33.28%
LANDSCAPE STRIP	3.0 METRES	3.0 M
FRONT YARD	3.0m FRONT YARD 1	6.0m FRONT YARD, WALKWAY IS 1.5m COVERED PORCH - 6m FRONT YARD
FRONT YARD PARKING	PARKING	PARKING
SIDE YARD (REAR YARD)	1.5 METRES FROM SIDE LOT LINE (REAR YARD)	4.5 PER CONCEPT PLAN
REAR YARD	6.0m FROM REAR LOT LINE (REAR YARD) 7.5m FROM REAR LOT LINE (SIDE YARD)	
INTERIOR SIDE YARD (REAR YARD)	1.5m FROM INTERIOR SIDE LOT LINE (REAR YARD) 7.5m FROM REAR LOT LINE (SIDE YARD)	4.5 PER CONCEPT PLAN
DRIVEWAY	3.0m WIDE TWO WAY DRIVEWAY FOR MULTIPLE DWELLING (TOWNHOUSE)	3.0m DRIVEWAY, TWO WAY WALLS
SITE ENTRANCE	6.0m WIDE TWO WAY DRIVEWAY FOR MULTIPLE DWELLING (TOWNHOUSE)	6.0m
SIDEWALK WIDTH	MIN. 1.5 SQ 1.5m	MIN. 1.5m
SIDEWALK LENGTH	MIN. 1.5 SQ 1.5m	MIN. 1.5m / 1.8m
SITE CONSTRUCTION	MIN. 1.5 SQ 1.5m	MIN. PER DWELLING UNIT
DAYLIGHT TRIANGLE	6m FROM DAYLIGHT TRIANGLE	4.5 PER CONCEPT PLAN

* REQUIRED FOR SUBJECT TO SITE PLAN REVIEW

KEYMAP