

Schedule "A"

List of Report and Drawings

Attached.

Schedule “A”

List of Drawings for 50 Curzon St

DRAWING LIST – ARCHITECTURAL

Kasian Architecture Ontario Inc.

- A0-00 Cover Sheet – Revision 7, Issued April 7, 2015
- A0-01 General Notes – Revision 7, Issued April 7, 2015
- A0-02 Construction Assemblies – Revision 5, Issued July 14, 2014
- A1-01 Site Plan – Revision 9, Issued August 7, 2015
- A1-01C Site Plan – Municipal Address – Revision 1, Issued July 14, 2014
- A2-01 Basement Plan – Revision 8, June 16, 2015
- A2-01A Basement Plan (North) – Revision 2, Issued July 14, 2014
- A2-01B Basement Plan (South) – Revision 1, Issued July 14, 2014
- A2-01C Basement Plan – Drainage Tile Layout – Revision 2, Issued July 14, 2014
- A2-02 Ground Floor Plan – Revision 7, Issued April 7, 2015
- A2-03 Second Floor Plan – Revision 7, Issued April 7, 2015
- A2-04 Third Floor Plan – Revision 6, Issued April 7, 2015
- A2-05 Roof Plan – Revision 8, Issued April 7, 2015
- A2-06 Upper Roof Plan – Revision 4, Issued July 14, 2014
- A2-07 Enlarged Basement Plan – Revision 5, Issued July 14, 2014
- A2-09 Leslieville A Floor Plans (All Units Excluding 306&315) – Revision 5, Issued July 14, 2014
- A2-10 Leslieville A Floor Plans Unit (306 and 315 Only) – Revision 2, Issued July 14, 2014
- A2-11 Leslieville B Floor Plans – Revision 5, Issued July 14, 2014
- A2-12A Basement Slab Edge Plan – North – Revision 3, Issued July 14, 2014
- A2-12B Basement Slab Edge Plan – South – Revision 3, Issued July 14, 2014
- A2-13A Ground Slab Edge Plan – North – Revision 2, Issued July 14, 2014
- A2-13B Ground Slab Edge Plan – South – Revision 2, Issued July 14, 2014
- A3-01 Reflected Ceiling Plan-Basement – Revision 1, Issued July 14, 2014
- A4-01 Exterior Elevations – Revision 8, Issued April 7, 2015

- A4-02 Exterior Elevations – Revision 7, Issued April 7, 2015
- A4-03 Exterior Elevations – Revision 7, Issued April 7, 2015
- A4-04 Exterior Elevations – Revision 7, Issued April 7, 2015
- A4-05 Exterior Elevations – Revision 7, Issued April 7, 2015
- A4-06 Enlarged Leslieville A Elevations – Revision 5, Issued July 14, 2014
- A4-07 Enlarged Leslieville B Elevations – Revision 5, Issued July 14, 2014
- A4-08 Enlarged Leslieville B Elevations – Revision 3, Issued July 14, 2014
- A4-09 Enlarged Elevation – Unit 301,310,101,111 – Revision 2, Issued July 14, 2014
- A5-01 Building Sections – Revision 7, Issued April 7, 2015
- A5-02 Building Sections – Revision 7, Issued April 7, 2015
- A5-03 Stormwater Tank Sections – Revision 4, Issued April 7, 2015
- A5-04 Stormwater Tank Section – Revision 4, Issued April 7, 2015
- A6-01 Leslieville A Wall Section – Revision 4, Issued July 14, 2014
- A6-02 Leslieville B Wall Section – Revision 5, Issued July 14, 2014
- A6-03 Foundation Wall Sections – Revision 1, Issued July 14, 2014
- A6-04 Wall Sections – Revision 2, Issued July 14, 2014
- A6-05 Basement Sections Leslieville A 306 + 315 – Revision 1, Issued July 14, 2014
- A6-06 South Garage Wall Interior Elevation – Revision 1, Issued July 14, 2014
- A7-01 Section Details – Revision 2, Issued July 14, 2014
- A7-02 Section Details – Revision 2, Issued July 14, 2014
- A7-03 Section Details – Revision 1, Issued July 14, 2014
- A10-01 Vertical Circulation – Stair A, B and C – Revision 5, Issued July 14, 2014
- A10-02 Stair Details – Revision 4, Issued July 14, 2014 – Revision 4, Issued July 14, 2014
- A15-01 Door Schedule – Revision 4, Issued July 14, 2014
- A15-02 Door Schedule – Leslieville A Basement – Revision 4, Issued July 14, 2014

DRAWING LIST – LANDSCAPE

Terraplan

- L-100 Landscape – Revision 12, Issued April 9, 2015
- L-200 Key Plan – Revision 12, Issued April 9, 2015
- L-300 Planting Details – Revision 10, Issued April 9, 2015
- L-301 Hardscape Details – Revision 10, Issued April 9, 2015

DRAWING LIST – SITE SERVICING AND GRADING PLAN
GHD

- SS-1 Site Servicing and Grading Plan – Revision 16, Issued July 7, 2015
- SS-2 Cross Sections – Revision 11, Issued July 7, 2015

DRAWING LIST – SIGNAGE DRAWINGS
BA Group

- SN-01 Truck Signal Warning System

DRAWING LIST – MECHANICAL DRAWINGS
United Engineering Inc.

- M-4 Floor Plan Mechanical – Revision 6, Issued Oct 2, 2013
- M-5 Floor Plan Mechanical – Revision 6, Issued Oct 2, 2013

Schedule "B-1"
Blank Form of New APS

Attached.

Suite _____, Unit _____, Level 1

AGREEMENT OF PURCHASE AND SALE

The undersigned, _____ (collectively, the “**Purchaser**”), hereby agrees with **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. (“UC Leslieville”)**, by **ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability (the “**Receiver**”) (UC Leslieville, by its Receiver, hereafter the “**Vendor**”) to purchase the above-noted unit, as outlined for identification purposes only, on the sketch attached hereto as Schedule “A”, together with _____ (_____) Parking Unit(s), which Parking Unit(s) shall be allocated by the Vendor in its sole discretion, however the intent of the Vendor is to allocate Parking Units to Purchasers based on the plan attached hereto as Schedule “G”, which may change prior to the Occupancy Date as determined by the Vendor, being proposed unit(s) in the Condominium, to be registered against those lands and premises situate in the City of Toronto, and which are currently municipally known as 50 Curzon Street and legally described in the Condominium Documents (hereinafter called the “**Property**”), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the “**Unit**”) on the following terms and conditions:

1. The purchase price of the Unit (the “**Purchase Price**”) is _____ **DOLLARS** (\$_____) which amount shall be inclusive of HST, less the Rebate, in lawful money of Canada, payable as follows:
 - (a) to **Miller Thomson LLP** (the “**Vendor’s Solicitors**” or “**Escrow Agent**” or “**Trustee**”), in trust, in the following amounts at the following times, by certified cheque or wire transfer, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Title Transfer Date:
 - (i) the sum of **Twenty-Thousand DOLLARS (\$20,000)** within (40) days from the Effective Date (the “**New Deposit**”);
 - (ii) the Purchaser shall receive a credit on the final statement of adjustments for the sum of ● DOLLARS (\$●) which was paid under the Original APS (the “**Old Deposit**”), provided that if the Purchaser is an assignee under the Original APS, the Vendor shall have received from such Purchaser, evidence satisfactory to the Vendor, in its sole and absolute discretion, that the full amount of the Old Deposit has been paid or will be paid by the Purchaser to the assignor under the Original APS, in accordance with the Purchaser Package Approval Order;
 - (b) the balance of the Purchase Price by wire transfer or lawyer’s certified trust cheque on the Title Transfer Date to the Vendor or as the Vendor may direct, subject to the adjustments hereinafter set forth.
2. (a) The Purchaser, or its permitted tenants or permitted assigns shall occupy the Unit on the Final Tentative Occupancy Date (as defined in the Statement of Critical Dates being part of the Tarion Addendum), or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the “**Occupancy Date**”). The Vendor, at its discretion and without obligation, shall be

permitted 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 necessary 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.

- (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the “**Title Transfer Date**”).
- (c) The Purchaser hereby acknowledges that he/she/they has/have received a Disclosure Statement dated _____, and accompanying documents in accordance with Section 72 of the Act, and a copy of this Agreement executed by the Vendor. The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof. The Purchaser further acknowledges having been advised by the Vendor that the Purchaser shall be entitled to rescind or terminate this Agreement for a period of ten (10) days following the date when the Purchaser executes and delivers a copy of this Agreement to the Vendor, by providing written notice of the Purchaser’s desire to so rescind or terminate this Agreement to the Vendor or the Vendor’s Solicitors within such ten (10) day period.

If the Purchaser exercises such right of rescission or termination within such ten (10) day period, the Vendor shall not be obligated to repay (i) any amount in respect of the Old Deposit, or (ii) any amounts paid by the Purchaser at any time (including under the Old APS) for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Unit, and the Purchaser’s claims, if any, in respect of the Old Deposit shall be limited to claims against TWC in accordance with ONHWPA and/or claims against Travelers Guarantee Company of Canada, as applicable, and the Purchaser’s claims, if any, in respect of any other amounts shall be limited to unsecured claims against the estate of UC Leslieville.

- (d) The Purchaser further acknowledges and agrees that in the event there is a material change (as defined in subsection 74(2) of the Act) to the Disclosure Statement, the Purchaser’s only remedy shall be as set forth in subsection 74(6) of the Act in respect of the return of the New Deposit only, notwithstanding any rule of law or equity to the contrary.
3. (a) The covenants and obligations of the Vendor under this Agreement are conditional upon the Settlement Conditions having been satisfied or waived on or before the dates set out in the Settlement Conditions. The foregoing condition is for the benefit of the Vendor only and may only be waived in whole or in part by the Vendor by notice in writing to the Purchaser. The Purchaser shall promptly provide the Vendor with all such information and assistance within the Purchaser’s power to reasonably assist the Vendor to obtain the Settlement Orders, including, without limitation, such information as the Court may require to reasonably evaluate the Purchaser’s financial ability to perform its obligations under this Agreement. The Purchaser acknowledges and agrees that the Receiver has no duty or obligation to defend or respond to any appeal of all or any part of the Settlement Orders as initially granted by the Court.

- (b) If the Settlement Conditions are not satisfied or waived on or before the dates set out in the Settlement Conditions, then this Agreement shall be null and void and of no further force or effect, and the provisions of Paragraph 20(a) shall be applicable. The Purchaser confirms that prior to signing this Agreement, he or she has carefully reviewed the entire Agreement, including without limitation, Paragraphs 20 and 30, and all Schedules attached hereto. The Purchaser confirms that he or she either has had the opportunity, prior to signing this Agreement and/or will during the 10 day rescission period review this Agreement with his or her solicitor.
- (c) The covenants and obligations of the Vendor and the Purchaser are also conditional upon there being, on or before the Title Transfer Date, no order issued by any Court or other governmental authority delaying, restricting or preventing, and no pending claim or judicial or administrative proceeding, or investigation against any party by any person, for the purpose of enjoining, delaying, restricting or preventing the consummation of the transaction hereunder or otherwise claiming that this Agreement or the consummation of the transaction hereunder is improper or would give rise to proceedings under any laws.

The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement.

Schedule "A" – Unit Plan/Sketch

Schedule "B" – Features and Finishes

Schedule "C" – Terms of Occupancy Licence

Schedule "D" – Warning Clauses

Schedule "F" – Extras

Schedule "G" – Proposed Parking Plan

Schedule "H" – Confirmation of Receipt

Schedule "P" – Purchaser Package Approval Order

Schedule "S" – Settlement Approval Order

Schedule "TA" – being the Tarion Warranty Corporation Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (collectively the "**Tarion Addendum**").

DATED, signed, sealed and delivered, this _____ day of _____, 2017.

Vendor's Solicitor:
Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, Ontario
M5H 3S1
Tel: (416) 595-8637
Fax: (416) 595-8695
Attn: Ron Fairbloom
rfairbloom@millerthomson.com

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC., by **ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.**, and without personal or corporate liability

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

Paragraphs 4 through 47 and Schedules "A", "B", "C", "D", "F", "G", "**H**", "P", "S" and "TA" attached to this Agreement are an integral part hereto and are contained on subsequent pages. The Purchaser acknowledges that he or she or they has read all Paragraphs and Schedules of this Agreement.

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

DATED at _____ this _____ day of _____, 2017.

SIGNED, SEALED AND DELIVERED)		
in the presence of	)	Purchaser's Signature	_____ [seal]
WITNESS	)	Purchaser's Name	_____
(as to all Purchasers	)	Date of Birth	_____
signatures, if more than	)	Social Insurance Number	_____
one purchaser))		
	)	Purchaser's Signature	_____ [seal]
	)	Purchaser's Name	_____
	)	Date of Birth	_____
	)	Social Insurance Number	_____

Purchaser's Solicitor:

Address: _____

Telephone: _____ Facsimile: _____ Email: _____

The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is as follows:

Address: _____

City: _____

Province: Ontario _____

Postal Code: _____

Telephone (B): _____

(H): _____

Facsimile: _____

E-Mail address: _____

4. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the “**Act**”) and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
- (a) “**Act**” has the meaning given to it in the introduction to this Section 4;
 - (b) “**Ad Hoc Curzon Purchasers**” means those Existing Leslieville Purchasers represented by Dickinson Wright LLP;
 - (c) “**Administrative Agent**” means Canadian Imperial Bank of Commerce in its capacity as administrative agent for the Syndicate.
 - (d) “**Agreement**” means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
 - (e) “**Appointment Order**” means the order of the Court dated May 31, 2016 appointing Alvarez & Marsal Canada Inc. as receiver and manager and construction lien trustee of all of the assets, undertaking and properties of UC Leslieville, as amended or supplemented from time to time;
 - (f) “**Beach Sale Process Order**” means the sale process order of the Court dated ●, 2017, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma and Craft;
 - (g) “**Condominium**” means the condominium which will be registered against the Property pursuant to the provisions of the Act;
 - (h) “**Condominium Documents**” means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
 - (i) “**Court**” means the Ontario Superior Court of Justice [Commercial List];
 - (j) “**Court Ordered Charges**” means the Receiver’s Borrowing Charge, the Receiver’s Charge (each as defined in the Appointment Order) and such other charges granted by the Court in the Receivership Proceeding.
 - (k) “**CRA**” means the Canada Revenue Agency or its successors;
 - (l) “**Craft**” means C.R.A.F.T. Development Corporation;
 - (m) “**Creating Documents**” means the declaration and description which are intended to be registered against title to the Property and which will serve to create the Condominium, as may be amended from time to time;
 - (n) “**Development Agreement**” has the meaning given to it in Paragraph 10(a)(vi) hereof;
 - (o) “**DW Costs**” has the meaning given to it in Paragraph 7(i) hereof;

- (p) “**Effective Date**” means the date upon which the Settlement Conditions are satisfied or waived and this Agreement becomes effective, written notice of which will be given to the Purchaser;
- (q) “**Escrow Agent**” has the meaning given to it in Paragraph 1(a) hereof;
- (r) “**Existing Leslieville Purchasers**” means a person who has entered into an Original APS with UC Leslieville, or where such person or persons has/have assigned its/their Original APS, the assignee(s) thereof;
- (s) “**Interim Occupancy**” means the period of time from the Occupancy Date to the Title Transfer Date;
- (t) “**ITA**” has the meaning given to it in Paragraph 6(a) hereof;
- (u) “**HST**” or “**Harmonized Sales Tax**” has the meaning given to it in Paragraph 7(g) hereof, and for greater certainty shall mean the harmonized and/or blended Ontario Retail Sales Tax (the “**RST**”) and federal Goods and Services Tax (the “**GST**”). Purchasers are advised that the rate of HST applicable to this transaction is 13 percent being comprised of five per cent GST and eight percent RST;
- (v) “**Levies**” has the meaning given to it in Paragraph 7(d)(ii) hereof;
- (w) “**Municipality**” has the meaning given to it in Paragraph 10(b) hereof;
- (x) “**New APS**” means the new agreements of purchase and sale, in substantially the form approved by the Purchaser Package Approval Order, entered into by Existing Leslieville Purchasers who have opted-in to the Proposed Settlement by the Opt-In Deadline, with such minor amendments as the Receiver may deem necessary or desirable;
- (y) “**New Deposit**” has the meaning given to it in Paragraph 1(a)(i) hereof;
- (z) “**Occupancy Date**” has the meaning given to it in Paragraph 2(a) hereof;
- (aa) “**Occupancy Fee**” means the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with Schedule “C” hereof;
- (bb) “**Occupancy Licence**” means the terms and conditions upon which the Purchaser shall occupy the Unit during Interim Occupancy as set forth in Schedule “C” hereof;
- (cc) “**Old Deposit**” has the meaning given to it in Paragraph 1(a)(ii) hereof;
- (dd) “**ONHWPA**” means the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31;
- (ee) “**Opt-In Deadline**” means [● *insert date*], 2017 at 5:00 p.m. (Toronto time);
- (ff) “**Opt-In Leslieville Purchaser**” means a purchaser who has an existing agreement of purchase and sale with UC Leslieville for a given unit in the Condominium (a) who has delivered a fully executed and completed Opt-In Package to the Construction Receiver in accordance with the Purchaser Package Approval Order, and (b) who has not rescinded its New APS by the applicable Rescission Bar Date.
- (gg) “**Opt-In Package**” has the meaning given to it in the Purchaser Package Approval Order;

- (hh) “**Original APS**” means the existing agreement of purchase and sale for the Unit entered into between UC Leslieville (as vendor) and the Purchaser (as purchaser), or the assignor thereof if the Purchaser is an assignee thereof, as amended or supplemented;
- (ii) “**Project Architect**” means Kasian Architects or such other architect as may be retained by Craft or the Vendor in connection with the completion of the Condominium;
- (jj) “**Property**” has the meaning given to it in the first paragraph on page 1 hereof;
- (kk) “**Proposed Settlement**” means the proposed settlement with respect to the Leslieville Project (as defined in the Settlement Approval Order) as approved by the Settlement Approval Order;
- (ll) “**Purchase Price**” has the meaning given to it in the introductory clause of Paragraph 1 hereof;
- (mm) “**Purchaser**” has the meaning given to it in the first paragraph on page 1 hereof;
- (nn) “**Purchaser Package Approval Order**” means the order of the Court dated ●, 2017 pursuant to which the Court approved the form, and dissemination, of the purchaser information package with respect to the sale of units in the Condominium, including the Unit, a copy of which is attached hereto as Schedule “P”, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma and Craft;
- (oo) “**Rebate**” or “**Rebates**” has the meaning given to it in Paragraph 7(f) hereof, and for greater certainty shall mean any provincial and/or federal new housing purchase rebate and/or transitional rebate applicable to this purchase transaction (regardless whether such transitional rebate is initially claimable by the Purchaser or the Vendor), and shall include any refund, credit, rebate of any form or nature of such HST applicable to this purchase transaction but specifically shall not include any new housing residential rental or leasing rebate whatsoever, and such Rebates shall be fully assignable to the Vendor as hereinafter set out;
- (pp) “**Receiver**” has the meaning given to it in the first paragraph on page 1 hereof;
- (qq) “**Receivership Administration Order**” means the receivership administration order of the Court dated ●, 2017 which among other things, authorizes an increase of borrowings by the Receiver, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma and Craft;
- (rr) “**Receivership Proceeding**” means the receivership proceeding with respect to UC Leslieville commenced by the Appointment Order bearing Court File No. CV-16-11409-00CL;
- (ss) “**Requirements**” has the meaning given to it in Paragraph 46;
- (tt) “**Rescission Bar Date**” has the meaning given to in the Purchaser Package Approval Order;
- (uu) “**Service Supplier**” has the meaning given to it in Paragraph 7(e) hereof;

- (vv) “**Settlement Approval Order**” means the settlement approval order of the Court dated ●, 2017 which among other things, authorizes the sale of this Unit by the Receiver on behalf of and in the name of UC Leslieville, as Vendor, a copy of which is attached hereto as Schedule “S”, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma, Craft and the Ad Hoc Curzon Purchasers;
- (ww) “**Settlement Conditions**” means:
- (i) the Settlement Approval Order becomes effective in accordance with its terms on or before the Settlement Orders Outside Date and the Receiver has filed a certificate with the Court confirming the same;
 - (ii) each of the Settlement Orders becomes a final order of the Court on or before the Settlement Orders Outside Date, which means that each of such orders is not appealed before the expiry of the applicable appeal period, or if it is appealed, such appeal is finally determined in favour of the Receiver by the Settlement Orders Outside Date. The Receiver is under no obligation to defend or respond to any appeal of any of such orders;
 - (iii) all of the conditions precedent under the Settlement Definitive Agreements have been satisfied or waived in accordance with such Settlement Definitive Agreements by the Settlement Orders Outside Date; and
 - (iv) the Purchaser is an Opt-In Leslieville Purchaser in accordance with the terms of the Purchaser Package Approval Order by the Rescission Bar Date applicable to it;
- (xx) “**Settlement Definitive Agreements**” means the Craft Development Contract, the Craft Construction Contract, the Syndicate Construction Loan Agreement, the Craft Loan Agreement and the TF Cost Overrun Agreement, each as defined in the Settlement Approval Order, as each may be amended, restated or supplemented from time to time in accordance with the terms thereof;
- (yy) “**Settlement Orders**” means the Purchaser Package Approval Order, Settlement Approval Order, the Receivership Administration Order and the Beach Sale Process Order;
- (zz) “**Settlement Orders Outside Date**” means August 31st, 2017, which date may be extended from time to time by the Vendor by notice in writing to the Purchaser (or his/her solicitors) to such later date as may be agreed to by the Vendor, Terra Firma and the Administrative Agent;
- (aaa) “**Syndicate**” means Canadian Imperial Bank of Commerce, Canadian Western Bank and Laurentian Bank of Canada (and their respective assignees from time to time), as lenders to UC Leslieville and the Receiver, respectively;
- (bbb) “**Tarion Addendum**” has the meaning given to it in the list of Schedules on page 3 of this Agreement;
- (ccc) “**Terra Firma**” means Terra Firma Capital Corporation;
- (ddd) “**Title Transfer Date**” has the meaning given to it in Paragraph 2(b) hereof;

- (eee) “**Trustee**” has the meaning given to it in Paragraph 1(a) hereof;
- (fff) “**TWC**” means Tarion Warranty Corporation or its successors;
- (ggg) “**UC Leslieville**” has the meaning given to it in the first paragraph on page 1 hereof;
- (hhh) “**Unit**” has the meaning given to it in the first paragraph on page 1 hereof;
- (iii) “**Vendor**” has the meaning given to it in the first paragraph on page 1 hereof;
- (jjj) “**Vendor’s Representatives**” shall mean the Receiver’s agents, directors, officers, partners, affiliates, employees, representatives, consultants, advisers and contractors (including Craft as the developer of the Property to be retained by the Vendor or such other developer of the Property as may be retained by the Vendor who replaces Craft); and
- (kkk) “**Vendor’s Solicitors**” has the meaning given to it in Paragraph 1(a) hereof.

Finishes

5. The Purchase Price shall include those items listed on Schedule “B” attached hereto. The Purchaser acknowledges that only the items set out in Schedule “B” are included in the Purchase Price and that model suite/vingnette furnishings and appliances, decor, upgrades, artist’s renderings, scale model(s), improvements, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule “B”. The Purchaser agrees to attend and notify the Vendor of his/her choice of finishes within fifteen (15) days of being requested to do so by the Vendor or the Vendor’s Representative. In the event colours and/or finishes subsequently become unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or the Vendor’s Representative, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may irrevocably choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor’s selections. The Purchaser acknowledges that the Vendor may, from time to time, substitute items(s)/materials(s) listed in Schedule “B” with other items(s)/materials(s), provided that the quality of any substituted item(s)/material(s) is comparable to or better than the item(s)/material(s) originally indicated.

The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby agrees to accept any such colour variation resulting from the manufacturing process without any right of abatement of purchase price and in full satisfaction of the Vendor’s obligations herein. More specifically, the Purchaser acknowledges that colour, texture, appearance, grains, veining, natural variations in appearance etc. of features and finishes installed in the Unit may vary from Vendor’s samples or as otherwise shown to the Purchaser as a result of normal manufacturing and installation processes and/or as a result of any such finishes being of natural products and the Purchaser agrees that the Vendor is not responsible for same. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as carpet, tiles, bath tubs, sinks and other such products where the product manufacturer establishes the standard for such finishes. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser acknowledges and agrees that pre-finished wood flooring (if any) may react to normal fluctuating humidity levels inducing gapping or cupping. The Purchaser acknowledges that natural stone (if

any) is a very soft stone which will require a substantial amount of maintenance by the Purchaser and is very easily scratched and damaged. Purchaser acknowledges and agrees that carpeting may be seamed in certain circumstances and said seams may be visible. The Purchaser further acknowledges and agrees that various types of flooring, including but not limited to carpets, marble, tile, laminate, hardwood floors, or engineered wood in the Unit may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area.

Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if upon the Title Transfer Date, any of the extras, upgrades or changes paid for by the Purchaser as described in Schedule "F" attached hereto remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes paid for as described in Schedule "F", then there shall be credit given to the Purchaser on the final statement of adjustments in an amount equal to that portion of the amount paid by the Purchaser as specifically set out in Schedule "F" attached hereto, in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the credit given to the Purchaser in the statement of adjustments shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the credit provided to the Purchaser in the final statement of adjustments referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.

Deposits

6. (a) The Vendor shall credit the Purchaser with interest at the prescribed rate on the Title Transfer Date on the New Deposit only from the date of deposit of the money received from time to time by the Vendor's Solicitors or the Trustee until the Occupancy Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted on page 3 of this Agreement. The Purchaser further acknowledges and agrees that any cheques provided to the Vendor on account of the Purchase Price will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that, except as expressly stated in this Agreement, the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada (the "ITA"). If the Purchaser is not a resident of Canada for the purposes of the ITA the Vendor shall be entitled to withhold and remit to CRA the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.
- (b) The New Deposit shall be held by the Vendor's Solicitor in a designated trust account, and shall be released only in accordance with the provisions of subsection 81(7) of the Act and the regulations thereto, as amended and in accordance with this Agreement.

Adjustments

7. (a) Commencing as of the Occupancy Date, the Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect to the Unit:
- (i) all utility costs including electricity, gas and water (unless included as part of the common expenses); and
 - (ii) the Occupancy Fee owing by the Purchaser for Interim Occupancy prior to the Title Transfer Date (if applicable).
- (b) The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed from the Title Transfer Date, with that day itself apportioned to the Purchaser:
- (i) realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall be remitted to the relevant taxing authority on account of the Unit. Alternatively, the Vendor in its sole discretion, shall be entitled to provide a credit in favour of the Purchaser on the final statement of adjustments in an amount equal to the realty tax component of the Occupancy Fees paid, and adjust separately for realty taxes based on the land only. In such event, the Purchaser shall assume and be solely responsible for any and all OMIT or supplementary taxes assessed against the Unit, including any such OMIT or supplementary taxes assessed for a period prior to the Title Transfer Date. In addition, the Vendor shall not be required to readjust for any realty taxes following the Title Transfer Date, and no undertaking to readjust shall be provided to the Purchaser. Notwithstanding the foregoing, the Purchaser shall complete the transaction contemplated by this Agreement on the Title Transfer Date, without holdback or abatement of any kind.
 - (ii) common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
- (c) Interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with Paragraph 6 of this Agreement.
- (d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:
- (i) any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government;

- (ii) the amount of any increase in development charge(s) and/or education development charge(s) (the “**Levies**”) assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the Development Charges Act, 1997, S.O. 1997, c.27 as amended from time to time, and the Education Act, R.S.O. 1990, c. E.2, as amended from time to time, in excess of the Levies paid by UC Leslieville or any other person on or before April 18, 2017 with respect to the Property or any portion thereof; provided that the Purchaser shall be entitled to a credit of up to \$2,500 against such increase, with the adjustment under this section 7(d)(ii) being zero if the increase in Levies allocated as aforesaid to any individual Unit is equal to or less than \$2,500.
- (iii) the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule “D” to the Declaration;
- (iv) the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto);
- (v) the cost of utility meter installations, water and sewer service connection charges, hydro and gas meter or sub-meter installation, and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser’s portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the registered Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor’s or Vendor’s Representative’s engineers specifying the said charges and costs shall be final and binding on the Purchaser;
- (vi) the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
- (vii) a sum of Fifty Dollars (\$50.00) for the cheque tendered pursuant to Paragraph 1(a) of this Agreement and for any cheque tendered for any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfilment of the requirements of subsection 81(6) of the Act;
- (viii) the sum of Two Hundred Dollars (\$200.00) payable to the Corporation for deposit to the Reserve Fund Account;
- (ix) the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;
- (x) the Vendor’s Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the “**Title Insurer**”) in order to centralize underwriting for the project and avoid unnecessary duplication of costs

for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Title Transfer Date an administration fee of two hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement

- (e) The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services and/or geothermal heating and cooling services to the Condominium or Unit (the "**Service Supplier**") on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Service Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.

- (f) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the "**HST**") less the Rebate as defined below, and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. Where the Purchaser intends to avail himself/herself of the HST rebate on the statement of adjustments, the Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue (collectively, the "**Rebate**"), in its Information Notice dated June 2009 – No. 2 (the "**Ontario Circular**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the "**Transitional Rebate**") in connection with the Purchaser's acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or

Vendor's solicitors request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively, the "**Rebate Forms**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with

respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the “**Reduction**”), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction..

- (h) An administration fee of Two Hundred and Fifty Dollars (\$250.00) shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor’s Solicitors and not accepted by the Vendor’s or the Vendor’s Solicitor’s bank for any reason. At the Vendor’s option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser.
- (i) All Opt-In Leslieville Purchasers acknowledge that the Ad Hoc Curzon Purchasers have incurred and are liable to Dickinson Wright LLP for certain legal costs, disbursements and HST (“DW Costs”) in respect of the Property, including but not limited to the Proposed Settlement, and agree that every Opt-In Leslieville Purchaser (whether or not an Ad Hoc Curzon Purchaser) shall pay his or her proportionate share of the DW Costs to the Vendor as an adjustment on the Statement of Adjustments, on the Title Transfer Date. The Vendor agrees to receive such payment of Costs in trust for the benefit of Dickinson Wright LLP and to pay the same to Dickinson Wright LLP as soon as practicable following closing on the Title Transfer Date. Every Opt-In Leslieville Purchaser who is not current with his or her payments of DW Costs on the Transfer Title Date, will make his or her accounting current by providing an adjustment on the Statement of Adjustments on that date. For certainty, the proportionate share of each Opt-In Leslieville Purchaser of the DW Costs shall be as calculated by Dickinson Wright LLP and notified in writing to the Vendor and shall be based on the number of Ad Hoc Curzon Purchasers plus the number of Opt-In Leslieville Purchasers who were not Ad Hoc Curzon Purchasers.

Title

- 8. The Vendor or the Vendor’s Solicitors shall notify the Purchaser or his/her Solicitor following registration of the Creating Documents so as to permit the Purchaser or his/her Solicitor to examine title to the Unit (the “**Notification Date**”). The Purchaser shall be allowed twenty (20) days from the Notification Date (the “**Examination Period**”) to examine title to the Unit at the Purchaser’s own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor’s possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies (other than the Old Deposit) together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation

hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.

Direction Re: Title

9. Subject to the restrictions contained in Paragraph 17, the Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitors on the earlier of the Occupancy Date and twenty (20) days prior to the Title Transfer Date, an irrevocable direction to the Vendor indicating and confirming the manner in which the Purchaser wishes to take title to the Units, accompanied by the date of birth, marital status and social insurance number of each person approved by the Vendor to take title to the Units and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Title Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement. The Vendor shall have the right to reject any direction given by the Purchaser if the Vendor believes, in its discretion, that the direction violates the terms of Paragraph 17, herein.

Permitted Encumbrances

10. (a) The Purchaser agrees to accept title subject to the following:
 - (i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser and as described in Schedule "H" hereto;
 - (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Title Transfer Date;
 - (iii) easements, rights of way and/or licences now registered (or to be registered hereafter) for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Property at any time during the day or night with noise, vibration and other sounds, excluding spills, and other emissions of every nature and kind whatsoever arising from, out of or in connection with any and all present and future railway facilities and operations upon the railway lands located in proximity to the Property;
 - (iv) notices of security interest in respect of any equipment owned by an equipment lessor or supplier of heating and cooling as more particularly described in the Condominium Documents;
 - (v) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television/internet, recreational and shared facilities, and/or any other service(s)

to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners as such term is defined in the Condominium Documents), provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) complied with as at the Title Transfer Date;

- (vi) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, condominium, subdivision, Section 37, collateral, limiting distance, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities including any amendments or addenda related thereto), (with all of such agreements being hereinafter collectively referred to as the “**Development Agreements**”), provided that same are complied with as at the Title Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder; and
 - (vii) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor’s written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Title Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction.
- (b) It is acknowledged and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, Development Agreements, reciprocal agreements or restrictive covenants or any of the other aforementioned agreements or notices, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the “**Municipality**”), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also

acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier and that any geothermal system serving the Unit and/or the Condominium does not form part of the common property and may be sold to a third party service provider.

- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 10(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Title Transfer Date.
- (d) The Purchaser agrees to accept a conveyance of title to the Unit pursuant to the Settlement Approval Order.
- (e) The Vendor shall be entitled to obtain from the Purchaser specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

Vendor's Lien

- 11. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Title Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Title Transfer Date.

Construction Lien Act

- 12. The Purchaser covenants and agrees that he/she is a "home buyer" within the meaning of the *Construction Lien Act*, R.S.O. 1990, c.C.30 and will not claim any lien holdback on the Occupancy Date or Title Transfer Date. Subject to the rights of the Vendor under Paragraph 20(b), the Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Title Transfer Date shall be delayed on that account.

The Planning Act

- 13. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Title Transfer Date.

Title Transfer Date

- 14. (a) The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the Final Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice of the extension of the Final Tentative Occupancy Date or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor (and for greater certainty, not against the Receiver) up to a maximum of **Seven Thousand Five Hundred Dollars (\$7,500.00)**, as more

particularly set forth in the Regulations to the ONHWPA, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.

- (b) The Vendor's Solicitors shall designate a date not less than twenty (20) days after written notice is given to the Purchaser or his or her solicitor of the registration of the Creating Documents as the Title Transfer Date. The Title Transfer Date once designated may be extended from time to time by the Vendor's Solicitors provided that it shall not be more than twenty-four (24) months following the Occupancy Date.

Purchaser's Covenants, Representations and Warranties

- 15. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages, or Court Ordered Charges arranged by UC Lesliewille, the Vendor or the Receiver and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this Paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor within ten (10) days of execution of this Agreement and then again from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Title Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date. If the Purchaser fails to provide the mortgage approval as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Title Transfer Date.
- 16. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, it has not acquired any equitable or legal interest in the Unit or the Property. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his or her or their obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of Paragraph 27 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, certificate of pending litigation, or any other document or instrument whatsoever from title to the Property, Unit or the

Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a full indemnity basis).

17. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her or their interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.
18. The Purchaser acknowledges that the Vendor or the Vendor's Representative is (or may in the future be) processing and/or completing one or more rezoning or minor variance applications with respect to the Lands (and/or the lands adjacent thereto or in the neighbouring vicinity thereof), as a well as a site plan approval/development application/draft plan of condominium approval with respect to the Lands, in order to permit the development and construction of the Condominium thereon. The Purchaser acknowledges that during the rezoning, minor variance, site plan and/or draft plan of condominium approval process, the footprint or siting of the condominium building may shift from that originally proposed or intended, the overall height of the condominium building (and the number of levels/floors, and/or the number of dwelling units comprising the Condominium) may vary, and the location of the Condominium's proposed amenities may likewise be altered, without adversely affecting the floor plan layout, design and size of the interior of the Unit, and the Purchaser hereby expressly agrees to complete this transaction notwithstanding the foregoing, without any abatement in the Purchase Price, and without any entitlement to a claim for damages or other compensation whatsoever. The Purchaser further covenants and agrees that it shall not oppose the aforementioned zoning, minor variance and site plan/development applications, nor any other applications ancillary thereto, including without limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever, and the Purchaser expressly acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
19. The Purchaser covenants and agrees that he/she/they shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration/construction office(s) and model units, and the display of signs located on the Property.

Termination without Default

20. (a) In the event this Agreement is terminated through no fault of the Purchaser, including through the exercise of the Vendor's right of termination pursuant to Paragraph 30(b) or deemed terminated and declared null and void and no force and effect pursuant to the

Settlement Approval Order (as described in Paragraph 20(b) if applicable, the Purchaser shall be entitled to be repaid the New Deposit by the Vendor, together with any interest required by law to be paid; provided however, for certainty, that the Vendor shall not be obligated to repay (i) any amount in respect of the Old Deposit, (ii) any amounts paid by the Purchaser at any time (including under the Original APS) for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Unit, or (iii) any amounts paid by the Purchaser in connection with occupancy of the Unit (including as an Occupancy Fee). The Purchaser's claims, if any, in respect of the Old Deposit shall be limited to claims against TWC in accordance with ONHWPA and/or claims against Travelers Guarantee Company of Canada, as applicable, and the Purchaser's claims, if any, in respect of any other amounts shall be limited to unsecured claims against the estate of UC Leslieville.

- (b) The Purchaser acknowledges that notwithstanding anything otherwise contained in this Agreement (including the Tarion Addendum), the Settlement Approval Order provides that if at any time the Receiver determines in its sole discretion that a "Funding Failure" has occurred then, provided that the Purchaser has not entered into occupancy of his/her Unit pursuant to the terms of this Agreement, the Receiver is authorized to deliver a written notice notifying the Purchaser of the Funding Failure, and upon the delivery of such notice, this Agreement will be deemed terminated and null and void and of no force and effect. For greater certainty, the Vendor's right described in this Paragraph 20(b) and contained in the Settlement Approval Order does not apply once the Purchaser has entered into occupancy of the Unit pursuant to the Occupancy Licence. Please see definition of "Funding Failure" as set out in the Settlement Approval Order, a copy of which is attached hereto as Schedule "S".
- (c) The Purchaser further acknowledges and agrees that he/she (they) does (do) not have any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender, escrow agent or any other third party requested by the Vendor in its discretion prior to the return of any monies to which the Purchaser is entitled hereunder. In no event shall the Vendor, the Receiver or any of their respective agents, including the Escrow Agent be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor, the Receiver, the Escrow Agent and/or any of their respective agents as a complete defence to any such claim.

Termination of Original APS

- 21. (a) The Purchaser acknowledges and confirms that it has been informed that UC Leslieville is in receivership and is unable to complete its obligations under the Original APS.
- (b) The Purchaser acknowledges and agrees that the Original APS will not be terminated unless and until the earlier of:
 - (i) the closing of the transaction contemplated herein and upon such closing, the Original APS will be repudiated by the Receiver and deemed terminated by the Settlement Approval Order and of no further force or effect; and
 - (ii) the termination of this Agreement by either the Vendor or the Purchaser, in which case, upon the effective date of such termination, the Original APS will be

automatically terminated and of no further force or effect. For certainty, in the case of a termination by the Vendor for whatever reason, the Purchaser shall only have the rights and claims or obligations and liabilities set out in Paragraphs 20 or 27 of this Agreement, as the case may be, but in no event shall the Purchaser have any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) or any claim against the estate of UC Leslieville except as expressly set out in Paragraph 20.

No Liability of Receiver

22. The Purchaser acknowledges and agrees that the Receiver, and its agents, officers and employees shall have no liability (personal, corporate or otherwise) under, as a result of or in connection with any obligations of UC Leslieville or the Vendor (and anyone for whom it is at law responsible) under this Agreement. The Purchaser shall have no recourse against any property or asset of UC Leslieville, except for an unsecured claim against the estate of UC Leslieville and, to the extent expressly set out herein, the return of the New Deposit.
23. Tarion Warranty Corporation
 - (a) The Vendor covenants that on completion of this transaction a warranty certificate for the Unit will be requested by the Vendor or the Vendor's Representative from TWC. The Vendor or the Vendor's Representative further covenants to request from TWC for the benefit of the Corporation a similar warranty certificate with respect to the common elements. The Purchaser acknowledges and agrees that any warranties of workmanship or materials, in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by TWC, which warranties shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein. Notwithstanding anything otherwise contained herein, neither the Receiver, Vendor or the estate of UC Leslieville shall have any liability in connection with any representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit.
 - (b) The Purchaser acknowledges and agrees that:
 - (i) it is responsible for conducting and has conducted its own searches and investigations of the Unit and the Condominium and it is satisfied with the Unit and the Condominium and all matters and things connected with it or in any way related to it, and is relying entirely upon its own investigations in entering into this Agreement;
 - (ii) the Unit is being purchased by the Purchaser on an "as is, where is" basis at the Purchaser's own risk and peril and without any express or implied agreement, representation or warranty of any kind about the Unit, the fixtures, fittings and equipment located therein, contents, condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, square footage, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic of the Unit and the Condominium;

- (iii) actual usable floor space of the Unit may vary from the stated floor area;
- (iv) the Receiver shall have no liability or obligation with respect to the value, state, contents or condition of the Unit and the Condominium, whether or not the matter is within the knowledge or imputed knowledge of the Receiver, its officers, employees, directors, agents, representatives and contractors;
- (v) the Receiver makes no agreements, representations or warranties concerning any statements made or other information delivered or made available to the Purchaser or any other person with respect to the Unit and the Condominium. For greater certainty, the Receiver is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Unit and the Condominium, or the operation of them, furnished by any real estate broker, agent, employee, Craft or other person; and
- (vi) without limiting the foregoing, any conditions, warranties or representations expressed or implied pursuant to the Act, the *Sale of Goods Act* (Ontario), or any similar legislation in the Province of Ontario, do not apply to this purchase and are waived by the Purchaser.

Right of Entry

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

Occupancy

25. (a) The Unit shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that the Unit may be lawfully occupied notwithstanding that there remains other work within the Unit and/or the common elements to be completed. The Purchaser shall not occupy the Unit until the Municipality has permitted same or consented thereto, if such consent is required and the Occupancy Date shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality other than the documentation required by Paragraph 9 of the Tarion Addendum. Provided that the Vendor or the Vendor's Representative complies with Paragraph 9 of 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 Unit, and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to the TWC in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Unit as, otherwise, permitted by the Municipality.
- (b) If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been

registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in Paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule "C".

Inspection

26. (a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's Representative at the date and time designated by the Vendor or the Vendor's Representative, prior to the Occupancy Date, to conduct a pre-delivery inspection of the Unit (the "**PDI**") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Unit, on the TWC Certificate of Completion and Possession (the "**CCP**") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's Representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Unit in its discretion, the Vendor shall not be deemed to have waived the provision of this Paragraph or otherwise enlarged its obligations hereunder.
- (b) The Purchaser acknowledges that the Homeowner Information Package as defined in TWC Bulletin 42 (the "**HIP**") is available from TWC and that the Vendor further agrees that the Vendor or the Vendor's Representative will provide the HIP to the Purchaser or the Purchaser's designate, at or before the PDI. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor the confirmation of receipt forthwith upon receipt of the HIP.
- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Unit to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor 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) In the event the Purchaser and/or the Purchaser's designate fails to execute the confirmation of receipt of the HIP forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law.

Purchaser's Default

- 27. (a) In the event that the Purchaser is in default with respect to any of his or her or their obligations contained in this Agreement or in the Occupancy License on or before the Title Transfer Date and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the Vendor on the Occupancy Date or the Title Transfer Date, or within five (5) business days of the Purchaser being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, if applicable, the right to make colour and finish selections with respect to the Unit as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement and the Occupancy License, if applicable, to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable (if any) for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Unit, shall be forfeited to the Vendor for the benefit of the estate of UC Leslieville.
- (b) Notwithstanding anything to the contrary in this Agreement, any default of the Purchaser under this Agreement which results in the Vendor unilaterally declaring this Agreement and the Occupancy License, if applicable, to be terminated and of no further force or effect shall constitute a default of the Purchaser under the Original APS, in which case all monies paid under the Original APS (including the Old Deposit and monies paid for extras or upgrades or changes ordered by the Purchaser), together with any interest earned thereon, shall be forfeited to the Vendor for the benefit of the estate of UC Leslieville.
- (c) The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. The aforesaid retention of monies is in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement and/or the Occupancy License by reason of the Purchaser's default as aforesaid, then the Purchaser shall be obliged to forthwith vacate the Unit (or cause same to be forthwith vacated) if same has been occupied (and shall leave the Unit in a clean condition, without any physical or cosmetic damages thereto, and clear of all garbage, debris and any furnishings and/or belongings of the Purchaser), and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she/they does not have) any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's solicitors as hereinbefore provided, and in the event the

Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act*, R.S.O. 1990, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.

- (d) Notwithstanding subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to eight (8%) percent per annum above the bank rate as defined in subsection 19(2) of O. Reg. 48/01 to the Act at the date of default.

Common Elements

28. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the conditional building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, 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/her 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 elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, and models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Project Architect whose determination shall be final and binding, of equal or better quality. 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 alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

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

Risk

30. The Unit shall be and remain at the risk of the Vendor until the Title Transfer Date, subject to the terms of the Occupancy Licence attached hereto as Schedule "C". If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either:
- (a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Occupancy Date in the manner permitted in Paragraph 5 of the Tarion Addendum;
 - (b) terminate this Agreement and, provided that the Purchaser is not then in default under this Agreement, return to the Purchaser all deposit (other than the Old Deposit) paid by the Purchaser to the Vendor, with interest payable under law, if there is substantial damage to all or any part of the Condominium, or if the Syndicate retains the insurance proceeds relating to such damage (for certainty, in the case of such termination the provisions of Paragraph 20 shall apply); or
 - (c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 79(3) of the Act;

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

Tender/Termet

31. (a) Any tender of documents or monies hereunder, including those required to be exchanged on the Occupancy Date and/or Title Transfer Date shall be made respectively upon the Vendor or the Purchaser, or upon their respective solicitors, as hereinafter set out and any money shall be tendered by wire transfer (using Large Value Transaction protocols) or, if permitted by the Vendor, by direct deposit of the monies into the Vendor's solicitor's trust account in accordance with the requirements provided by such Vendor's solicitor. The Vendor shall be allowed to tender and deliver documentation to the Purchaser and/or his or her solicitor by electronic mail and/or by posting the documentation required to be delivered to the Purchaser on the Occupancy Date and/or Title Transfer Date on an internet web site and providing notice to the Purchaser and/or his/her solicitor with the method of accessing such documents on such internet site and the internet address of such web site. In the event the Vendor's documents are emailed or posted on such site, said documents may be executed electronically in accordance with the *Electronic Commerce Act (Ontario)* and the emailing or posting of such documentation, electronically signed where required, and the notification to the Purchaser's solicitor or the Purchaser of where on the world wide web such documents can be accessed, shall be deemed to be effective tender of such documents on the Purchaser and/or their solicitor. Tender of any documents on the Purchaser other than those delivered via the web or internet may be made on the Purchaser's solicitor by fax and/or email. Notwithstanding anything set out herein to the contrary, any tender upon the Vendor on the Occupancy Date and/or Title Transfer Date must be made at the offices of its solicitor during normal business hours, which shall be deemed to be 9:00 a.m. to 4:30 p.m. on any business day (excluding weekends and statutory holidays). Save and except as specifically hereinafter set out to the contrary, any tender upon the Purchaser on the Occupancy Date and/or Title Transfer Date, if required, may be made by the Vendor's solicitor by he/she confirming to the Purchaser's solicitor in writing that:

- (i) that they have already delivered to the Purchaser's solicitor, such documents, undertakings, affidavits of the Vendor or its solicitor as may be required to effect a proper tender for the purposes of the interim and/or final closing of this transaction (either by way of delivery of the documents by email and/or the posting of such documents, electronically executed, on an internet web site as hereinbefore set out);
- (ii) that the Vendor has advised that keys for the Units are available for release at the Property and/or the head office of the Vendor (on the Occupancy Date and/or Title Transfer Date as applicable);
- (iii) 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
- (iv) with respect to the closing of the transaction, has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the co-operation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitors;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds and without any requirement to have an independent witness evidencing the foregoing. The delivery of such written confirmation shall be deemed to be complete and effective tender. The Purchaser covenants acknowledges and agrees that the Vendor's and its solicitor's documents may be electronically signed in accordance with the *Electronic Commerce Act, 2000 Ch. 17, S.O. 2000*, as amended, and that such electronic form of execution of the documents shall be satisfactory for the purposes of this Agreement and this tender provision

- (b) In the event that the Purchaser or his solicitor has not delivered the requisite documents and/or monies as hereinbefore set out at such location and by 4:30 p.m. on the Occupancy Date and/or Title Transfer Date, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor. The Purchaser shall be estopped and forever barred from claiming any defect in the title to the Units and/or Property, or any deficiency in the construction thereof, or that the Vendor was unable or unwilling to provide occupancy of the Residential Unit and/or complete this transaction in accordance with the provisions of this Agreement and/or the Tarion Addendum. It is further provided that, notwithstanding the preceding provisions, that in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Occupancy Date and/or Title Transfer Date, that the Purchaser is unable or unwilling to complete the purchase transaction or take possession of the Units (or any portion thereof), the Vendor shall be relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor or provide any documentation to the Purchaser as hereinbefore set out and may exercise forthwith any and all of its right and remedies provided or in this Agreement and at law. The Purchaser hereby acknowledges and agrees that the key(s) to the Units shall be released to him/her directly from the site and/or head office of the Vendor when the Purchaser becomes entitled to same in accordance with this Agreement, and the Vendor shall not otherwise be required to produce or deliver a key to the Units on the Occupancy Date and/or Title Transfer Date, or as part of any tender in connection therewith. In the event the Purchaser or his Solicitor fails to appear or appears and fails to close, such attendance by

the Vendor's representative or solicitor at the Vendor's solicitor's office shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time.

32. As the electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "**Escrow Document Registration Agreement**"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least ten (10) days prior to the Title Transfer Date. If the Vendor's solicitor provides written notice to the Purchaser's solicitor that it accepts and agrees to be bound by the terms of the form of Document Registration Agreement prepared by the Law Society of Upper Canada and adopted by the Joint LSUC – CBAO Committee on Electronic Registration of Title Documents, as may be amended from time to time, the Vendor's solicitor and the Purchaser's solicitor shall be deemed to have executed such form which shall be the Escrow Document Registration Agreement defined in this subparagraph 32(a) and referred to in this Agreement.
 - (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
 - (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled Occupancy Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, and shall pay a fee as determined by the Vendor's solicitor, acting reasonably for the use of the Vendor's computer facilities.
 - (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.

- (e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original or by electronic transmission of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - (i) delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement or the provisions of this Agreement;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor and specifically, when the Transfer of the Unit is created on the TERS system and messaged to the Purchaser's solicitor under the TERS system;

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

General

- 33. The Vendor shall provide a statutory declaration on the Title Transfer Date that UC Leslieville is not a non-resident of Canada within the meaning of the ITA.
- 34. The Purchaser agrees to pay the costs of registration of the Transfer/Deed for the Unit(s) and its own documents and any tax (including land transfer tax) in connection therewith.
- 35. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
- 36. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and permitted assigns.
- 37. The Purchaser acknowledges that the suite area of the Unit, as may be represented or referred to by the Vendor or any sales agent, or which appear in any sales material is approximate only, and

is generally measured to the outside of all exterior, corridor and stairwell walls, and to the centre line of all party walls separating one unit from another. NOTE: For more information on the method of calculating the floor area of any unit, reference should be made to Builder Bulletin No. 22 published by the TWC. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space within the confines of the Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. In addition, the Purchaser is advised that the floor area measurements are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Unit purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment or claim for compensation whatsoever, whether based upon the ultimate square footage of the Unit, or the actual or useable living space within the confines of the Unit or otherwise. The Purchaser further acknowledges that the ceiling height of the Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads are installed within the Unit, and/or where dropped ceilings are required, then the ceiling height of the Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.

38. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
39. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
40. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein. The Purchaser and the Vendor acknowledge and agree that this Agreement and all amendments and addenda thereto shall constitute an agreement made under seal.
41.
 - (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
 - (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or any other relationships as a defence to such liability.

Notice

42. (a) Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required by Paragraph 14 of the Tarion Addendum.
- (b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein or to the address of the Unit after the Occupancy Date and to the Vendor at c/o Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc., Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2900, Toronto, ON M5J 2J1 Attention: Tony Zaspalis and Ryan Grunier or to the Vendor's Solicitors at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, by electronic mail or by facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and statutory holidays. This agreement or any amendment or addendum thereto may, at the Vendor's option, be properly delivered if it delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

Material Change

43. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Project Architect or other design consultants:
- (a) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit);
- (b) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the total number of dwelling, parking, locker and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling or other ancillary units within the Condominium;
- (c) change, vary, or modify the number, size and location of any windows, column(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s),

model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise; and/or

- (d) change the layout of the Unit such that same is a mirror image of the layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act) and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, in which case the Vendor shall be obliged to 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), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Title Transfer Date (and specifically within ten (10) days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies (other than the Old Deposit), together with interest accrued thereon at the rate prescribed by the Act.

Cause of Action/Assignment

- 44. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than UC Leslieville, even though UC Leslieville may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
- (b) At any time prior to the Title Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor pursuant to the ONHWPA and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

Non-Merger

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

Notice/Warning Provisions

46. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction. Notwithstanding the generality of the foregoing, the Purchaser agrees to be bound by the warnings set forth in Schedule "D" hereto.

Purchaser's Consent to the Collection and Limited Use of Personal Information

47. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Unit, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital and residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired suite design(s), and colour/finish selections. In particular, but without limiting the foregoing, the Vendor may disclose such personal information to:
- (a) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency (i.e. with respect to HST);
 - (b) 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 will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
 - (c) The Condominium for the purposes of facilitating the completion of the Condominium's voting, leasing and/or other relevant records and to the 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;

- (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, with respect to the Unit, including without limitation, the Syndicate, Craft, Terra Firma, the Vendor's Representatives, the Tarion Warranty Corporation, Travelers Guarantee Company of Canada and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (g) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium (collectively, the "**Utilities**"), unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (i) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family, unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to said third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) any property manager retained to manage the Condominium prior to or during Interim Occupancy or at any time thereafter;
- (l) any person that the Receiver may deem necessary or desirable to fulfill its duties and obligations as the Court appointed receiver and manager and construction lien trustee of

the property and assets of UC Leslieville, or as it may deem to be necessary or desirable in connection with the Settlement Orders or the Receivership Proceeding; and

- (m) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his or her personal information may be delivered to the Vendor at the address set out in the Tarion Addendum, Attention: T. Zaspalis/R. Gruneir.

SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE

UNIT PLAN / SKETCH

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF
TORONTO (M46) AT _____ O'CLOCK ON THE _____
DAY OF _____

REPRESENTATIVE FOR LAND REGISTRY

SURVEYOR'S CERTIFICATE:

1. THE SURVEYOR'S CERTIFICATE AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1980, THE SURVEYOR'S ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____
3. THE DIMENSIONS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATE _____
Ontario Land Surveyor

DECLARATION REGISTERED AS N.L.:

THIS PLAN IS COMPILED OF

Schedule of APURTENANT and SERVIENT INTERESTS
(Pursuant to CLAUSES 8 (i) (ii) AND (v) OF THE CONDOMINIUM ACT 1980)

PART	PLAN	DESCRIBED IN	NOTES
0	0	0	0

SUBJECT TO INTERESTS (TOGETHER WITH THE UNITS AND COMMON ELEMENTS)

NOTES AND LEGEND
BEARINGS HEREON ARE GROUND BEARINGS AND ARE REFERENCED TO THE S.W. CORNER OF THE WEST LINGHUE, M40 84(255)-1997 AND ARE REFERRED TO THE WESTERN LIMIT OF CURZON STREET AS SHOWN ON PLAN 66R-2508 HAVING A BEARING OF N74°41'57"W.
P _____ DENOTES BEARINGS OF THE UNITS AND THE COMMON ELEMENTS
M.P. _____ DENOTES POBCH
M.P. _____ DENOTES NOT A PART OF THE PLAN

UNIT BOUNDARY DEFINITIONS
DIMENSIONS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOOR SLABS, CEILING SLABS, AND THE COMMON ELEMENTS AS SHOWN ON THE COMMON ELEMENTS SCHEDULE "C" OF THE DECLARATION. DIMENSIONS AS SHOWN INDIVIDUALLY DESCRIBED AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS

INDEX OF PARTS

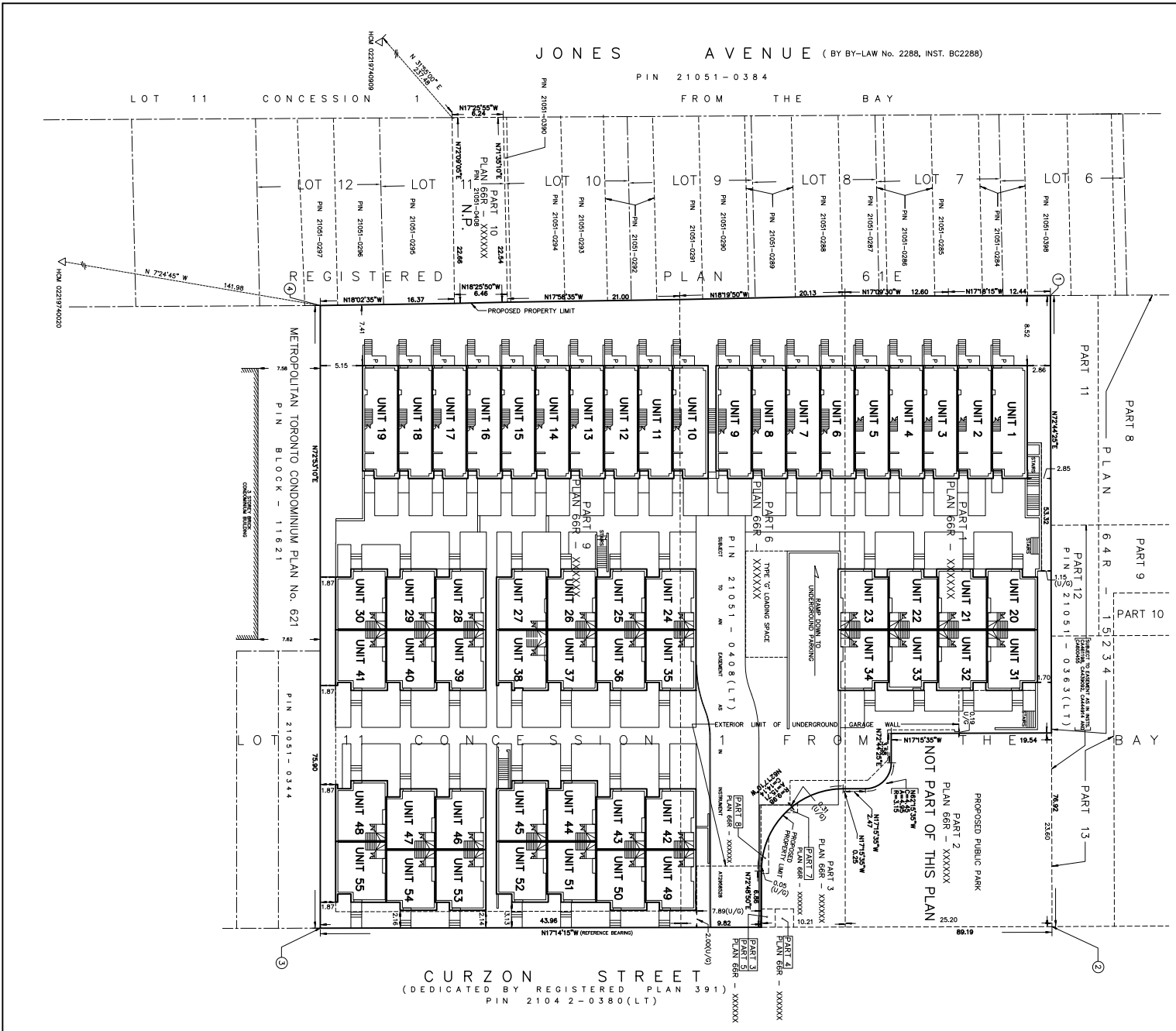
PART	SHEET(S)	DESCRIPTION
1	5	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ALLOCATION OF THE APURTENANT AND UNITS ON LEVEL 1.
2	-	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS ON LEVELS
3	-	ARCHITECTURAL PLANS
4	-	STRUCTURAL PLANS

PLAN OF SURVEY OF
PART OF LOT 11
CONCESSION 1 FROM THE BAY
GEOGRAPHIC TOWNSHIP OF YORK
CITY OF TORONTO

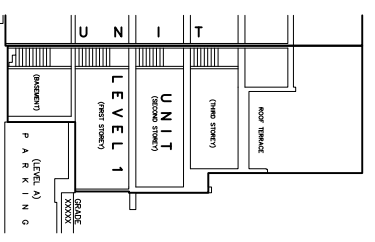
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R. AVIS SURVEYING INC.

METRIC DIMENSIONS SHOWN ON THIS PLAN ARE IN METRES AND MILLIMETRES. DIMENSIONS CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

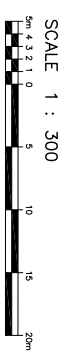


CERTIFICATE OF DECLARANT
THIS IS TO CERTIFY THAT THE DIMENSIONS AND AREAS SHOWN ON THIS PLAN HAVE BEEN Laid OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.
DECLARANT: _____
DATED AT _____ TORONTO
THIS _____ DAY OF _____

R. AVIS SURVEYING INC.
SUITE 303
238 YORKVILLE AVENUE
TORONTO, ONTARIO M5R 1A9
TEL : (416) 460-8332
WWW.RAVISSURVEYING.COM
FAX : (416) 461-0208
PROJECT NO. : 2023-2
DRAWING NO. : 2023-01-01

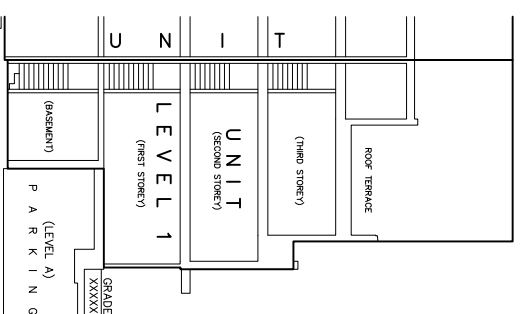
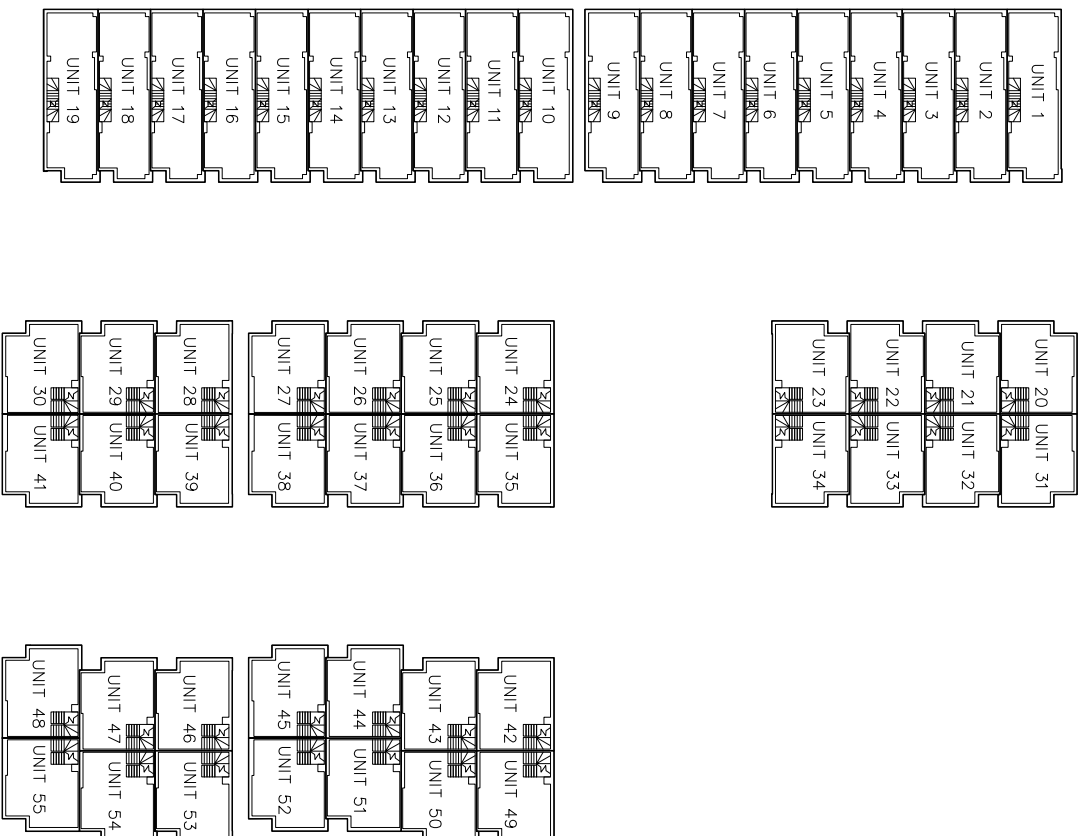
TORONTO STANDARD
CONDOMINIUM PLAN №

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(2ND STOREY)



R. AVIS SURVEYING INC.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS

MARCH 9, 2017



R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8

www.avisurveying.com

TEL : (416) 490-8352

FAX : (416) 491-6206



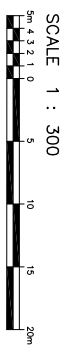
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PROJECT № : 2623-2

DRAWING № : 2623-211_52

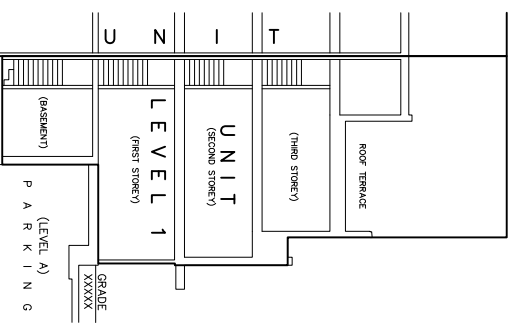
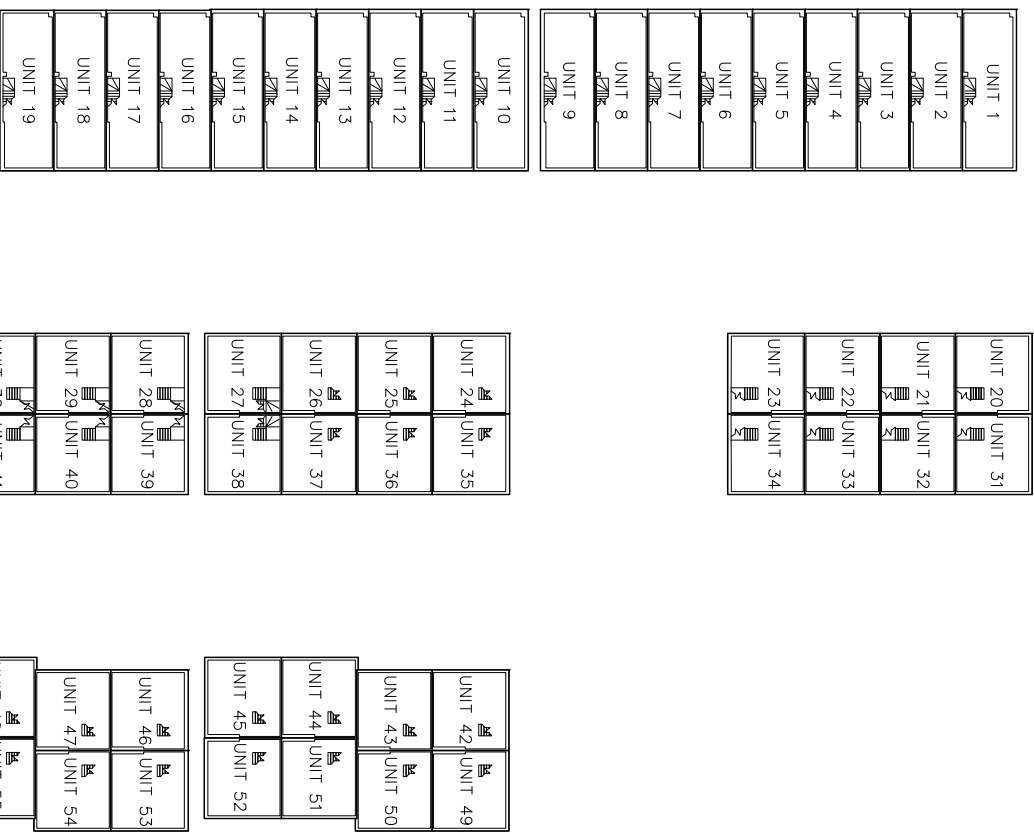
TORONTO STANDARD
CONDOMINIUM PLAN №

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(3RD STOREY)



R. AVIS SURVEYING INC.

METRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
—— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS



R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8

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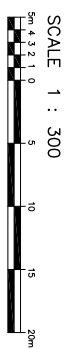
TEL : (416) 490-8352
DRAWN BY : A.P.
PROJECT № : 2823-2
DRAWING № : 2823-211_S3



MARCH 9, 2017

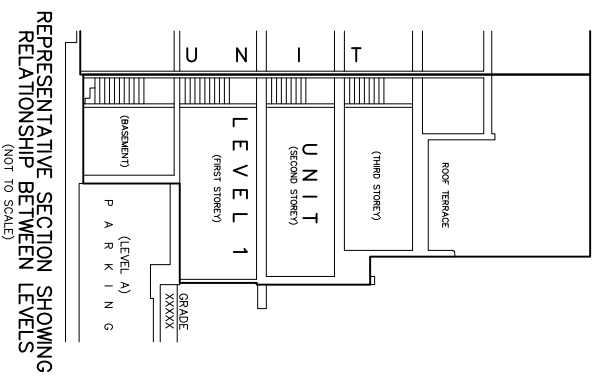
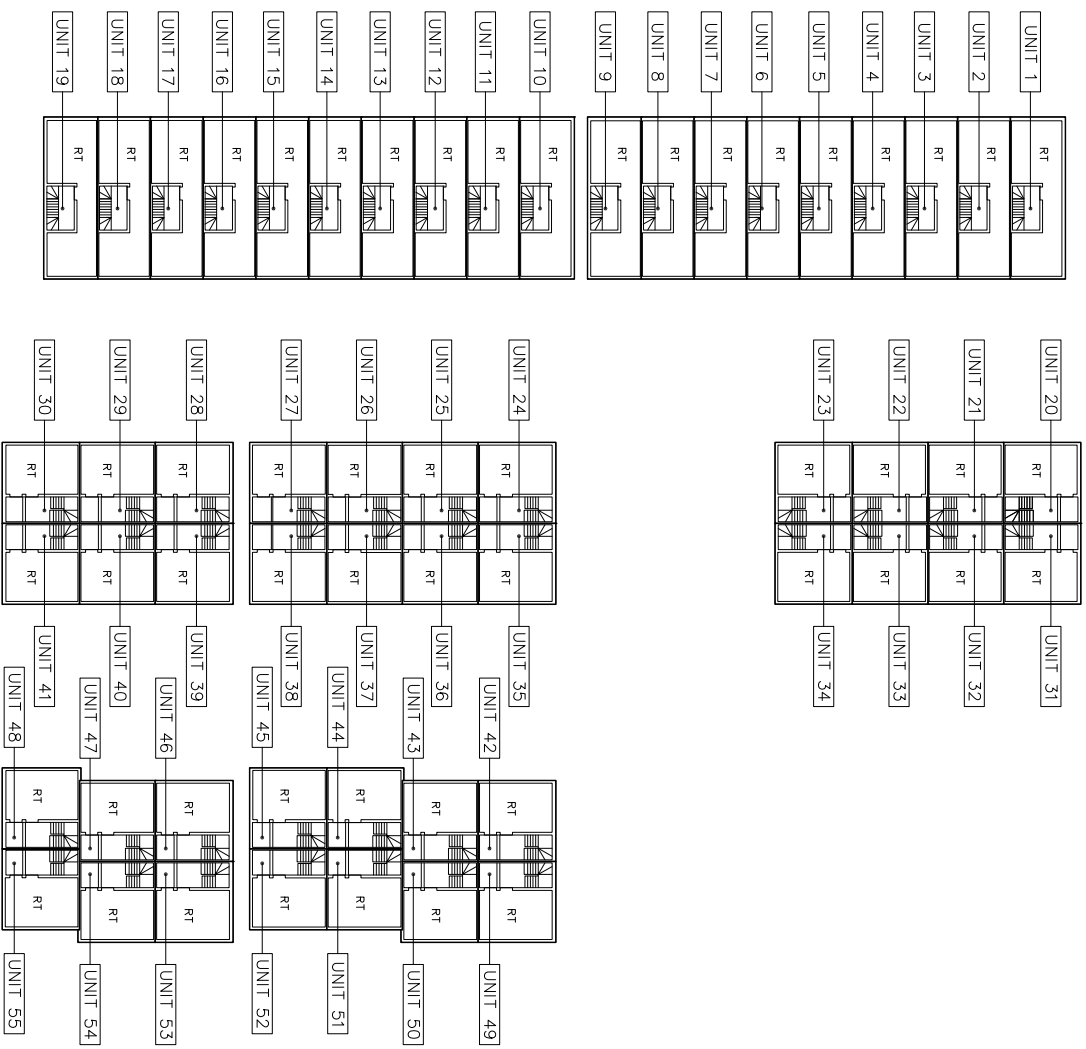
TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(ROOF)



R. AVIS SURVEYING INC.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
RT DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS
RT DENOTES ROOF TERRACE

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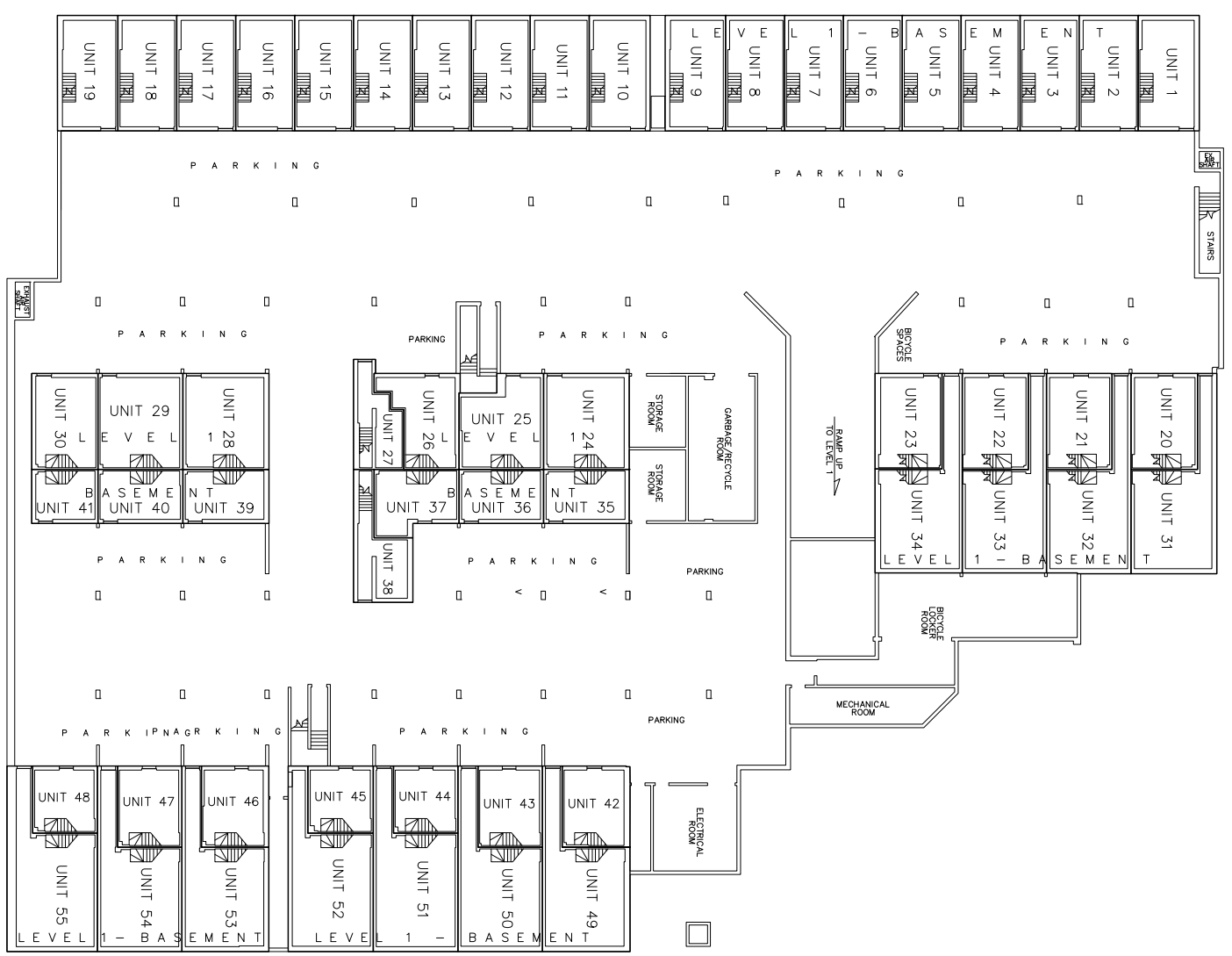
PROJECT N^o : 2623-2
DRAWING N^o : 2623-2LT 54

MARCH 9, 2017

DRAWN BY : A.P.

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(BASEMENT)

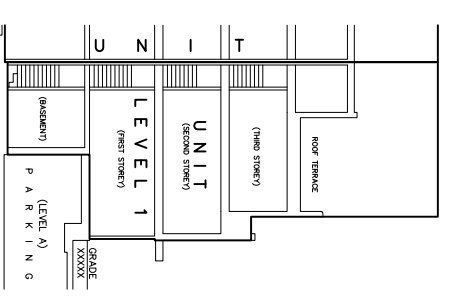


SCALE 1 : 200



R. AVIS SURVEYING INC.
METRIC : DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND
— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

MARCH 9, 2017

R. AVIS SURVEYING INC.
 235 YORKVILLE AVENUE
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 PROJECT N^o : 2823-2
 DRAWING N^o : 2823-2L1-55
 FAX : (416) 491-6206

SCHEDULE “B” TO THE AGREEMENT OF PURCHASE AND SALE

FEATURES AND FINISHES

Architectural Features

- Brick, stone and stucco facades as per plan and model elevations.
- Architecturally selected energy efficient windows complete with thermal glazing and removable screens.
- Architecturally selected exterior front entry door with high security locking mechanism.

Kitchen Features

- Contemporary European design cabinetry in selection of wood stained and coloured finishes from Vendor’s samples.
- Stone countertops in a selection of marbles, granites and quartz from Vendor’s samples.
- Island will feature a cantilevered top for bar seating as per plan.
- Undermount stainless steel sink with pull out faucet.
- Matching designer backsplash in selection of stones, marbles or glass tiles from Vendor’s samples.
- Designer selected ceiling mount lighting.
- Brand name appliance package including:
 - Stainless steel finish gas range
 - Stainless steel finish dishwasher
 - Stainless steel finish refrigerator
 - Stainless steel finish over the range microwave

Bathroom Features

- Contemporary European design cabinetry in selection of wood stained and coloured finishes from Vendor’s samples.
- Stone countertops in a selection of marbles, granites and quartz from Vendor’s samples.
- Soaker tub in bedroom ensuite bathrooms, as per plan.
- Freestanding bathtub in Master ensuite, as per plan.
- Temperature controlled mixing valve to tub/shower.
- Vanity mirrors with polished edges above basin vanity.
- Ceramic tile tub/shower surround from Vendor’s samples
- Ceramic tile flooring from Vendor’s samples
- Pedestal sink in powder room.
- Privacy locks on all bathroom doors.
- Designer selected wall mounted lighting above vanity.

Laundry Area Features

- Ceramic tile flooring.
- Full size front load washer and dryer vented to exterior.

Roof Deck / Exterior Features

- Exterior duplex outlet.
- Exterior non-freeze hose bib connection.
- Exterior quick disconnecting gas barbeque connection.
- Steel insulated door leading to roof deck terrace.
- Exterior insulated garden door leading to rear yard as per plan.

General Features

- Approximately 9'-0" ceiling height on ground floor *
- Prefinished hardwood flooring on main floor and bedroom floors per plans from Vendor's samples
- Oak handrails and pickets with stain finish.
- Oak staircase with stain finish.
- Gas fireplace with selection of marble or stone surround from Vendor's samples, as per plan.
- White painted doors with contemporary style hardware of brushed chrome finish.
- Approximately 5" contemporary baseboards throughout with approximately 3" casings on all windows and doorways.
- Sliding panel doors to closets complete with shelving.
- Smooth paint finished ceilings.

Engineering Features

- iPad Home Control system for lighting, security, heating/cooling and sound, including iPad2 and docking station.
- Service panels with circuit breakers.
- Pre-wired television outlets in bedrooms and family room as per plans.
- 30 standard pot lights.
- Designer selected lighting fixtures in main entrance, kitchen and main bathroom.
- Pre-wired telephone outlets in kitchen, family room and bedrooms.
- Rough-in security system.
- Smoke and carbon monoxide detectors as per code.
- High velocity heating and air-conditioning system.
- Individually meter hydro, gas and water.

Basement Features

- Finished with drywall and painted white.

- Broadloom flooring with underpadding from Vendor's samples.
- Insulated metal entry door system.

General

- Subject to paragraph 5 of the Agreement of Purchase and Sale of which this Schedule "B" forms part, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule "B" or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
 - Marble and wood are subject to natural variations in colour and grain. Ceramic tile and broadloom are subject to pattern, shade and colour variations. Floors and specific finishes will depend on Vendors package as selected. All specifications, dimensions and materials are subject to change without notice.
 - If the Dwelling is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least seven (7) days prior to notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule "B" provided that such materials and items are of equal quality to or better than the materials and items set out herein.
 - The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
 - References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent model.
 - All dimensions, if any, are approximate.
 - All specifications and materials are subject to change without notice.
 - Pursuant to this Agreement or this Schedule "B" or pursuant to a supplementary agreement or purchase order the Purchase may have requested the Vendor to construct an additional feature within the Dwelling which is in the nature of an optional extra (such as, by way of example only, a fireplace); if, as a result of building, construction or site conditions within the Dwelling or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
 - Floor and specific features will depend on the Vendor's package as selected.
 - Actual usable floor space may vary from the stated floor area.
- * Ceiling Heights in some areas may be lower due to heating/ventilation supply ductwork.

E. & O.E.

SCHEDULE "C" TO THE AGREEMENT OF PURCHASE AND SALE

TERMS OF OCCUPANCY LICENCE

1. The transfer of title to the Unit shall take place on the Title Transfer Date upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.
2. The Purchaser shall pay or have paid to the Vendor, on or before the Occupancy Date, by lawyers certified trust cheque drawn on a Canadian chartered bank or wire transfer the amount set forth in Paragraph 1(b) of this Agreement without adjustment. Upon payment of such amount on the Occupancy Date, the Vendor grants to the Purchaser a licence to occupy the Unit from the Occupancy Date.
3. The Purchaser shall pay to the Vendor (or as it may direct in writing) the Occupancy Fee calculated as follows:
 - (a) the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate. In determining the unpaid balance of the Purchase Price, the Purchaser shall receive credit for the Old Deposit. The Purchaser acknowledges and agrees that other than as provided in this Paragraph 3(a), the Old Deposit shall be dealt with as set out in the Agreement.
 - (b) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit (including local improvement charges pursuant to the Local Improvement Charges Act, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed, notwithstanding the same may not have been levied or paid on the Title Transfer Date; and
 - (c) the projected monthly common expense contribution for the Unit;as an occupancy charge on the first day of each month in advance during Interim Occupancy, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee following notice from the Vendor. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Title Transfer Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor and any amount owing by one party to the other shall be paid upon demand.
4. The Purchaser shall be allowed to remain in occupancy of the Unit during Interim Occupancy provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in

this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.

5. At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor pursuant to this Agreement, in the same manner as if the closing of the transaction was taking place at that time.
6. The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor shall destroy all unused post-dated Occupancy Fee cheques on or shortly after the Title Transfer Date.
7. The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.
8. The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.
9. Subject to the rights of the Vendor under Paragraph 20(b) of the attached Agreement, the Vendor covenants to proceed with all due diligence and dispatch to register the Creating Documents. If the Vendor for any reason whatsoever is unable to register the Creating Documents and therefore is unable to deliver a registrable Transfer/Deed to the Purchaser within twenty-four (24) months after the Occupancy Date, the Purchaser or Vendor shall have the right after such twenty-four (24) month period to give sixty (60) days written notice to the other, of an intention to terminate the Occupancy Licence and this Agreement. If the Vendor and Purchaser consent to termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and the provisions of Paragraph 20 of the attached Agreement shall apply, subject however, to the right of the Vendor to claim reimbursement from the Purchaser of any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor and Purchaser do not consent to termination, the provisions of subsection 79(3) of the Act may be invoked by the Vendor.
10. The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
11. The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful misconduct.

12. The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
13. In accordance with subsections 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy License during Interim Occupancy.
14. The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser and the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in paragraph 20 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

SCHEDULE "D" TO THE AGREEMENT OF PURCHASE AND SALE

WARNING CLAUSES

1. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction.
2. The Purchaser specifically acknowledges and agrees that the Condominium will be developed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of the Property to major arterial roadways, (including Queen Street West and Dundas Street West), CN railway lands, and TTC transit operations may result in noise, vibration, electromagnetic interference, and stray current transmissions ("**Interferences**") to the Property and despite the inclusion of control features within the Condominium. These Interferences may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns, and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence (subject to amendment by any wording or text recommended by the Vendor's noise consultants or by any of the governmental authorities) may be registered on title to the Property on the Title Transfer Date, if, in fact, same is required by any of the governmental authorities. Without limiting the generality of the foregoing, the Purchaser specifically acknowledges that the following noise warning clause has been inserted in this Agreement, at the request of the governmental authorities, namely: "Purchasers and Tenants are advised that despite the inclusion of noise control measures within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the residential occupants as the outdoor sound levels exceed the Ministry of the Environment and Climate Change's noise criteria. Glazing constructions have been selected and this residential Unit has been supplied with a central air conditioning system, which will allow exterior doors and windows to remain closed so that the indoor sound levels from road traffic and rail operations are within the Ministry of the Environment and Climate Change's noise criteria."
3. Without limiting the generality of Paragraph 2 above, the Purchaser acknowledges and agrees that:
 - (a) The residential Units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment and Climate Change's noise criteria.
 - (b) 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 temporarily cause noise and inconvenience to the residential occupants.

4. The Purchaser acknowledges that the Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy date, all at the Purchaser's sole cost and expense.
5. It is further acknowledged that one or more of the Development Agreements may require the Vendor to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines or airports. The Purchaser agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that this Agreement has been entered into, or at any time thereafter up to the Title Transfer Date, and the Purchaser further covenants and agrees to execute, forthwith upon the Vendor's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Vendor.
6. The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, Vendor Representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Occupancy date, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
7. The Vendor hereby reserves the right to increase or decrease the final number of residential, parking and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the residential Units ultimately comprised within the Condominium which have not yet been sold by the Vendor to any unit purchaser(s), all in the Vendor's sole discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the residential/parking and/or other ancillary Unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the residential and/or parking units sold by the Vendor to the Purchaser. Without limiting the generality of the foregoing, the Purchaser further acknowledges and agrees that one or more units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential Unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the Disclosure Statement prepared and delivered by the Vendor to the Purchaser in connection with this transaction.
8. The Purchaser hereby acknowledges and agrees that the Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential Unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for

directly contacting the Vendor's Representative in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date, (or any acceleration or extension thereof, as aforesaid).

9. Despite the best efforts of the Toronto District School Board, sufficient accommodation might not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred.
10. The Purchaser hereby agrees for the purpose of transportation to school, if bussing is provided by the Toronto District School board in accordance with the Board's policy, that students will not be bussed from home to school, but will meet the bus at designated locations in or outside of the area.
11. UC Leslieville was enrolled as a registered builder with the New Home Warranty Program under the *Ontario New Home Warranty Plan Act* which is administered by Tarion Warranty Corporation. The Purchaser is advised to become familiar with his/her rights under the warranty program, as set out in the Tarion Homeowner Information Package, and with the requirements to provide notices to Tarion Warranty Corporation with respect to any building deficiencies or the quality of workmanship items in order to make claims under the warranty program, including the following:
 - (a) As part of the administration of the New Home Warranty Program a vendor/builder is required to conduct a Pre-Delivery Inspection (PDI) of all freehold homes and condominium units which is a formal record of the home's condition before the Purchaser takes possession and which will be used as a reference for future warranty service requests.
 - (b) The Purchaser is also advised that Tarion Warranty Corporation requires that the Purchaser must notify Tarion Warranty Corporation of outstanding warranty items by submitting a "30-day Form" to Tarion Warranty Corporation at Tarion Customer Centre, 5150 Yonge Street, Concourse Level, Toronto Ontario, M2N 6L8 or by mail, courier or fax to 1-877-664-9710 before the end of the first (30) days of possession of a home by the Purchaser.
 - (c) The Purchaser is advised that he/she must complete and submit a Year End Form to notify Tarion Warranty Corporation of outstanding warranty items in the final thirty (30) days of the first year of possession of a home by the Purchaser.
 - (d) The Purchaser is advised that he/she must complete and submit a Second-Year Form to notify Tarion Warranty Corporation of outstanding warranty items in the final thirty (30) days of the second year of possession of a home by the Purchaser.

Purchasers are advised that failure by them to submit the required notices to Tarion Warranty Corporation on a timely basis may affect their ability to make claims under the New Home Warranty Program.

12. Purchasers acknowledge and agree that they are absolutely prohibited from altering the grading and/or drainage patterns established by the Vendor in respect of the Condominium, and subject to the provisions of the declaration, by-laws and rules of the Condominium in force from time to time, residents shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the common elements of the Condominium save in accordance with the Creating Documents.
13. The Purchaser acknowledges and agrees that the primary HVAC equipment servicing the building (the “**Condominium Equipment**”) may be furnished by an equipment lessor or owned by a supplier of geothermal heating and cooling, as determined by the Vendor in its sole discretion. In such event, the Condominium Equipment shall not be considered fixtures appurtenant to the Common Elements and shall constitute chattel property owned and retained by the lessor of the Condominium Equipment or geothermal supplier, as the case maybe. Accordingly, ownership of the Condominium Equipment is not included in the common interest attaching to the Unit purchased herein. Please consult the Condominium Documents for further information.
14. In addition to the above, the Purchaser acknowledges and agrees that in accordance with the Disclosure Statement and Declaration provided to the Purchaser for this project, the Vendor is reserving the right, in its sole and absolute discretion to sell the geothermal heating and cooling system and equipment (the “**Geothermal System**”) to the Condominium Corporation at a cost of \$800,000.00 plus HST. In such event, the Vendor shall arrange a loan, which may be a green loan, for the full amount of the purchase price of the Geothermal System plus HST, which loan will be secured against any service units associated with the Geothermal System, as well as against the Common Elements. The terms of the loan are discussed in greater detail in the Disclosure Statement.
15. The Purchaser acknowledges and agrees that the Vendor reserves the right to add or relocate certain mechanical equipment within the Unit, including but not limited to, HVAC equipment and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.
16. The Purchaser of Units 23, 24, 34 and 35 are advised that the ramp to the Condominium’s underground garage and Type G loading facility is located in close proximity to their Units.
17. Noise levels caused by the garage doors, mechanical facilities, loading areas may occasionally cause noise and inconvenience to residential occupants and visitors. At the point in time when the Residential Unit is required to be occupied by the Purchaser in accordance with the provisions of this Agreement, there may still be outstanding construction and/or finishing work to be undertaken by the Vendor/Declarant or the Vendor/Declarant’s trades to portions of the exterior and/or interior of the Condominium which, pending the completion of all construction and finishing work in respect of the Condominium, may: (i) require the continued placement construction equipment and materials which may cause excessive levels of noise, vibration, dust and/or debris, which noise, vibration, dust and/or debris may be of concern to the Purchaser and may interfere with some activities of the Residential Unit’s occupants. The Purchaser acknowledges that there may be noise, inconvenience and disruption to living conditions during construction of the Condominium. The Purchaser covenants that it will not interfere with the construction and completion of any portion of the Condominium by the Vendor or the Vendor’s trades as they carry out their work. The Purchaser agrees that the foregoing may be pleaded as a bar to any objection thereto and the Vendor and its successors and assigns, and its and their affiliated entities shall not be responsible for any such claim

18. All Purchasers are advised that residents of the Condominium **may not** be permitted to purchase City of Toronto parking permits for street parking on Curzon Street or Jones Avenue.
19. Purchasers are advised that marketing material and site drawings and renderings (“**Marketing Material**”) which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor’s or Vendor’s Representative’s design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor’s obligations hereunder.
20. The Municipality 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 the site and the cost of same will be included in the common expense fees,
21. The Purchasers acknowledge that the supply of electricity and/or water to each residential unit may be individually metered (the “Unit Meter”) for consumption within the residential unit and the Purchaser will be invoiced for such consumption and all service or administration charges relating thereto (the “Unit Invoices”) either by one or more private corporations providing re-sale, meter reading, payment and invoicing services to the Condominium corporation and Purchaser and/or by a water or hydro-electricity service provider or re-seller (collectively the “Service Provider”). The Unit Invoices will include the costs of all water and/or electrical power consumed by the residential unit as well as service charges based on per litre or gallon of water, per kilowatt per hour electricity consumed and other administration charges applicable to the metering service (with the costs of electricity, and other service charges hereinafter collectively referred to as the “Unit Services”). The Purchaser shall be responsible to pay the Unit Invoices in respect of the Unit Services as and when same are due and payable and such amounts, after the registration of the Condominium, shall be in addition to the common expenses payable by the Purchaser and shall not be included in the said common expenses. The cost of such Unit Services shall constitute an additional charge and such payment will not be credited against such Purchaser’s obligation to pay occupancy fees in respect of the Purchaser’s occupation of the residential unit. In addition to the Unit Invoices, the Service Provider may oblige the Purchaser to provide and/or replenish a security deposit, from time to time, in respect of Unit Services and such security deposit may be collected by the Vendor on closing. In the event that the Purchaser fails to pay the Unit Invoices on the due date, the Service Provider or the Condominium corporation shall have the right to use the security deposit to satisfy the Unit Invoices and/or the right to terminate the supply of the Unit Service to the residential unit, and not to commence supplying such Unit Services again unless and until the Purchaser provides or replenishes the security deposit and pays the Unit Invoices. In addition, the Condominium corporation shall have the right collect any amounts that are due and owing, which shall be deemed to be additional contributions toward common expenses and recoverable as such. The Purchaser covenants and agrees to execute, upon request, any metering/invoicing/leasing/service or utility supply agreement, or assumption of acknowledgment of same, as required by the Service Provider and/or Vendor. This shall not be deemed to be a representation and/or guarantee that there shall be individually metered and invoiced heat, energy, water and/or electricity services to the Units. The Purchaser should refer to the disclosure statement provided with respect to Condominium in this regard
22. The Purchaser acknowledges and agrees that the hot water heater, storage tank and ancillary devices (“**Hot Water Equipment**”) located within his or her Unit is owned by a third party company, and is not being acquired by the Purchaser on the Title Transfer Date. The owner of the Hot Water Equipment, shall have the right to attach markings or identification plates to the Hot Water Equipment, to give notice of its ownership interest, which are not to be removed or

tampered with. The owner of the Hot Water Equipment reserves the right to register a notice of security interest against the Unit, related to the Hot Water Equipment. As a condition of closing, the Purchaser shall on either the Occupancy Date or the Title Transfer Date, as determined by the Vendor, in its sole and absolute discretion, enter into or assume an equipment rental agreement or lease (the "**Lease**") for the use of the Hot Water Equipment. The Purchaser further acknowledges and agrees that by entering into or assuming the Lease, the Purchaser shall be fully responsible for all rental payments (presently estimated to be approximately \$50 per month, plus HST) and other costs associated with the Lease, including any security deposit required under the Lease. The Purchaser acknowledges and agrees that in the event that the Purchaser sells or assigns his/her Unit, on the closing of that transaction, the Purchaser shall assign and the transferee shall assume all of the rights and obligations under the Lease, and a copy of the assignment and assumption agreement shall be sent to the owner of the Hot Water Equipment. In addition, in the event that the Purchaser is in default of the Lease or does not assign or assume the Lease on its closing day, then the lessor under the Lease or its representative, accompanied by the property manager or another representative of the Condominium, may enter onto the common elements of the Condominium and enter into the Unit to remove the Hot Water Equipment at the Purchaser's sole cost and expense. Any costs incurred by the Condominium related to the removal of the Hot Water Equipment shall be the sole responsibility of the Purchaser and all such amounts shall be collected by the Condominium as if same were Common Expenses. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for any losses, costs or damages incurred by the Purchaser as a result of the removal of the Hot Water Equipment, as contemplated herein. This condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor at any time prior to 6:00 pm on the Closing Date by providing notice to the Purchaser of the Vendor's intention to waive this condition.

SCHEDULE "F" TO THE AGREEMENT OF PURCHASE AND SALE

EXTRAS

SCHEDULE "G" TO THE AGREEMENT OF PURCHASE AND SALE
PROPOSED PARKING PLAN



SCALE 1:200

R. AYS SURVEYING INC.

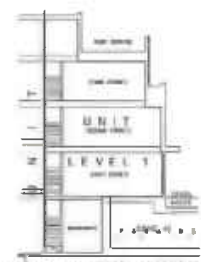
METRIC DIMENSIONS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND

— GENERAL BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS

○ DESIGNATED VISITOR'S PARKING SPACE

PLAN VIEW SHOWING
RESIDENTIAL UNITS 1 TO 55 INCLUSIVE ON LEVEL 1 (BASEMENT)
RESIDENTIAL PARKING UNITS 1 TO 88 INCLUSIVE
BICYCLE STORAGE UNITS 87 TO 99 INCLUSIVE
AND 7 VISITOR PARKING SPACES
ON LEVEL A



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS

R. AYS SURVEYING INC.

BLVD 201
128 HURON BOULEVARD
TORONTO, ONTARIO
M5A 1P8

TEL: (416) 461-1242 www.aysurveying.com FAX: (416) 461-0268

SCHEDULE "H" TO THE AGREEMENT OF PURCHASE AND SALE

CONFIRMATION OF RECEIPT

THE UNDERSIGNED being the Purchaser of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. Disclosure Statement (including Table of Contents);
2. Budget Statement for the one (1) year immediately following the registration of the proposed Declaration and Description;
3. the proposed Declaration;
4. the proposed By-Laws;
5. the proposed Rules;
6. the proposed Management Agreement;
7. the preliminary draft Plan of Condominium; and
8. a copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.

The Purchaser hereby acknowledges that receipt of the disclosure documents Disclosure Statement and accompanying documents referred to in paragraphs 1-8 above may have been in an electronic format and that such delivery satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act in respect of the return of the New Deposit paid under the Agreement to which this Schedule is attached, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the Agreement to which this Schedule is attached and obtain a refund of all deposits paid thereunder (together with all interest accrued thereon at the rate prescribed by the Act, if applicable), provided written notice of the Purchaser's desire to so rescind or terminate the Agreement is delivered to the Vendor or the Vendor's Solicitors within ten (10) days after the date set out below.

DATED at Toronto, this _____ day of _____, 20__.

WITNESS:

)
)
)
)
)
)
)
)

Purchaser

Purchaser

**SCHEDULE "P" TO THE AGREEMENT OF PURCHASE AND SALE
PURCHASER PACKAGE APPROVAL ORDER**

[To be attached]

**SCHEDULE "S" TO THE AGREEMENT OF PURCHASE AND SALE
SETTLEMENT APPROVAL ORDER**

[To be attached]

**SCHEDULE "TA" TO THE AGREEMENT OF PURCHASE AND SALE
TARION WARRANTY CORPORATION STATEMENT OF CRITICAL DATES
AND ADDENDUM TO AGREEMENT OF PURCHASE AND SALE**

[To be attached]

Property Unit _____, Level _____
50 Curzon Street, Toronto, Ontario

**Statement of Critical Dates
Delayed Occupancy Warranty**

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

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability
Full Name(s) _____

PURCHASER _____
Full Name(s)

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ____ day of _____, 20__.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.
the 1st day of February, 2018
Final Tentative Occupancy Date

or

the ____ day of _____, 20__
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

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

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is: the 15th day of November, 2019.

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 one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the ____ day of _____, 20__.
(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.

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on: the 16th day of December, 2019.

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

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

Acknowledged this ____ day of _____, 20__

VENDOR: _____

PURCHASER: _____

**Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty**

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

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

The Vendor shall complete all blanks set out below.

VENDOR URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability

Full Name(s)	200 Bay Street, Royal Bank Plaza, South Tower		
41277			
Tarion Registration Number	Address	ON	M5J 2J1
416.847.5151	Toronto		
Phone	City	Province	Postal Code
416.847.5201			
Fax	Email* Rgruneir@alvarezandmarsal.com		

PURCHASER

Full Name(s)			
Address	City	Province	Postal Code
Phone			
Fax	Email*		

PROPERTY DESCRIPTION

50 Curzon Street			
Municipal Address	ON	M4M 3B4	
Toronto			
City	Province	Postal Code	
PI# 21051-0408 (LT)			
Short Legal Description			

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building. Yes No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: has occurred; or is expected to occur by the _____ day of _____, 20____.

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

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

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **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) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date.
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

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

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

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
- (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
- (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
- (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. Yes No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (If applicable)

Description of the Early Termination Condition:

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

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 _____.

Condition #2 (If applicable)

Description of the Early Termination Condition:

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

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20 _____.

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):
- (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) If the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

"Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means completion of the sale of the home, including transfer of title to the home to the Purchaser.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

"Critical Dates" means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final 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.

"Final Tentative Occupancy Date" means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

"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.

"Formal Zoning Approval" occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

"Occupancy" means the right to use or occupy the home in accordance with the Purchase Agreement.

"Occupancy Date" means the date the Purchaser is given Occupancy.

"Outside Occupancy Date" means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

"Property" or "home" means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

"Roof Assembly Date" means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.

(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5

Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

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

(a) upon receipt of Approval from an Approving Authority for:

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

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

(b) upon:

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

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

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

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

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

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

(Existing Leslieville Purchasers)

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:

1. Paragraph 7(d)(vii) of the Purchase Agreement: The Purchaser shall be responsible for a sum of Fifty Dollars (\$50.00) for the cheque tendered pursuant to Paragraph 1(a) of this Agreement and for any cheque tendered for any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfilment of the requirements of subsection 81(6) of the Act.
2. Paragraph 7(d)(viii) of the Purchase Agreement: The Purchaser shall be responsible for the sum of Two Hundred Dollars (\$200.00) payable to the Corporation for deposit to the Reserve Fund Account.
3. Paragraph 7(d)(x) of the Purchase Agreement: The Vendor's Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the "**Title Insurer**") in order to centralize underwriting for the project and avoid unnecessary duplication of costs for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Title Transfer Date an administration fee of two hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement.
4. Paragraph 7(h) of the Purchase Agreement: The Purchaser shall pay an administration fee of Two Hundred and Fifty Dollars (\$250.00) shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor's Solicitors and not accepted by the Vendor's or the Vendor's Solicitor's bank for any reason. At the Vendor's option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser
5. Paragraph 14(a) of the Purchase Agreement: The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the Final Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice of the extension of the Final Tentative Occupancy Date or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor (and for greater certainty, not against the Receiver) up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00), as more particularly set forth in the Regulations to the ONHWPA, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.

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. Paragraph 7(b)(i) of the Purchase Agreement: The Purchaser shall be responsible for realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall be remitted to the relevant taxing authority on account of the Unit. Alternatively, the Vendor in its sole discretion, shall be entitled to provide a credit in favour of the Purchaser on the final statement of adjustments in an amount equal to the realty tax component of the Occupancy Fees paid, and adjust separately for realty taxes based on the land only. In such event, the Purchaser shall assume and be solely responsible for any and all OMIT or supplementary taxes assessed against the Unit, including any such OMIT or supplementary taxes assessed for a period prior to the Title Transfer Date. In addition, the Vendor shall not be required to readjust for any realty taxes following the Title Transfer Date, and no undertaking to readjust shall be provided to the Purchaser. Notwithstanding the foregoing, the Purchaser shall complete the transaction contemplated by this Agreement on the Title Transfer Date, without holdback or abatement of any kind.
2. Paragraph 7(b)(ii) of the Purchase Agreement: The Purchaser shall be responsible for common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
3. Paragraph 7(c) of the Purchase Agreement: All interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with Paragraph 6 of this Agreement.
4. Paragraph 7(d)(i) of the Purchase Agreement: The Purchaser shall be responsible for any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government.
5. Paragraph 7(d)(ii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any increase in development charge(s) and/or education development charge(s) (the “Levies”) assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the Development Charges Act, 1997, S.O. 1997, c.27 as amended from time to time, and the Education Act, R.S.O. 1990, c. E.2, as amended from time to time, in excess of the Levies paid by UC Leslieville or any other person on or before April 18, 2017 with respect to the Property or any portion thereof; provided that the Purchaser shall be entitled to a credit of up to \$2,500 against such increase, with the adjustment under this section 7(d)(ii) being zero if the increase in Levies allocated as aforesaid to any individual Unit is equal to or less than \$2,500.
6. Paragraph 7(d)(iii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule “D” to the Declaration;
7. Paragraph 7(d)(iv) of the Purchase Agreement: The Purchaser shall be responsible for the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto).
8. Paragraph 7(d)(v) of the Purchase Agreement: The Purchaser shall be responsible for the cost of utility meter installations, water and sewer service connection charges, hydro and gas meter or sub-meter installation, and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser’s portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the registered Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor’s or Vendor’s Representative’s engineers specifying the said charges and costs shall be final and binding on the Purchaser.
9. Paragraph 7(d)(vi) of the Purchase Agreement: The Purchaser shall be responsible for the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
10. Paragraph 7(d)(ix) of the Purchase Agreement: The Purchaser shall be responsible for the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;

11. Paragraph 7(e) of the Purchase Agreement: The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services and/or geothermal heating and cooling services to the Condominium or Unit (the “**Service Supplier**”) on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Service Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.

12. Paragraph 7(f) of the Purchase Agreement: It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the “**HST**”) less the Rebate as defined below, and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. Where the Purchaser intends to avail himself/herself of the HST rebate on the statement of adjustments, the Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue (collectively, the “**Rebate**”), in its Information Notice dated June 2009 – No. 2 (the “**Ontario Circular**”) and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser’s relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser’s acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser’s own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the “**Transitional Rebate**”) in connection with the Purchaser’s acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser’s rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser’s claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor’s or Vendor’s solicitors request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor’s solicitors may reasonably require in order to confirm the Purchaser’s entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively, the “**Rebate Forms**”). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser’s failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

(i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor’s solicitors forthwith upon the Vendor’s or the Vendor’s solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor’s solicitors may reasonably require from the Purchaser or the Purchaser’s solicitor in order to confirm the Purchaser’s eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or

(ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor’s belief or position on this matter is communicated to the Purchaser or the Purchaser’s solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor’s belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

13. Paragraph 7(g) of the Purchase Agreement: the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor

which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the “**Reduction**”), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

14. Paragraph 7(i) of the Purchase Agreement: All Opt-In Leslieville Purchasers acknowledge that the Ad Hoc Curzon Purchasers have incurred and are liable to Dickinson Wright LLP for certain legal costs, disbursements and HST (“DW Costs”) in respect of the Property, including but not limited to the Proposed Settlement, and agree that every Opt-In Leslieville Purchaser (whether or not an Ad Hoc Curzon Purchaser) shall pay his or her proportionate share of the DW Costs to the Vendor as an adjustment on the Statement of Adjustments, on the Title Transfer Date. The Vendor agrees to receive such payment of Costs in trust for the benefit of Dickinson Wright LLP and to pay the same to Dickinson Wright LLP as soon as practicable following closing on the Title Transfer Date. Every Opt-In Leslieville Purchaser who is not current with his or her payments of DW Costs on the Transfer Title Date, will make his or her accounting current by providing an adjustment on the Statement of Adjustments on that date. For certainty, the proportionate share of each Opt-In Leslieville Purchaser of the DW Costs shall be as calculated by Dickinson Wright LLP and notified in writing to the Vendor and shall be based on the number of Ad Hoc Curzon Purchasers plus the number of Opt-In Leslieville Purchasers who were not Ad Hoc Curzon Purchasers.

15. Paragraph 25(b) of the Purchase Agreement. If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in Paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule “C”, and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule “C”.

16. Any amounts associated with or related to paragraph 22 of Schedule D.

17. Any amounts associated with or related to paragraph 1(a)(ii).

18. Any amounts associated with or related to paragraph 5.

19. Any amounts associated with or related to paragraph 27(d).

Schedule "B-2"

Blank Standard Agreement of Purchase and Sale for New Purchasers

Attached.

Suite _____, Unit _____, Level 1

AGREEMENT OF PURCHASE AND SALE

The undersigned, _____ (collectively, the “**Purchaser**”), hereby agrees with **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.** (“**UC Leslieville**”), by **ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability (the “**Receiver**”) (UC Leslieville, by its Receiver, hereafter the “**Vendor**”) to purchase the above-noted unit, as outlined for identification purposes only, on the sketch attached hereto as Schedule “A”, together with _____ (_____) Parking Unit(s), which Parking Unit(s) shall be allocated by the Vendor in its sole discretion, however the intent of the Vendor is to allocate Parking Units to Purchasers based on the plan attached hereto as Schedule “G” which may change prior to the Occupancy Date as determined by the Vendor, being proposed unit(s) in the Condominium, to be registered against those lands and premises situate in the City of Toronto, and which are currently municipally known as 50 Curzon Street and legally described in the Condominium Documents (hereinafter called the “**Property**”), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the “**Unit**”) on the following terms and conditions:

1. The purchase price of the Unit (the “**Purchase Price**”) is _____ **DOLLARS** (\$ _____) which amount shall be inclusive of HST, less the Rebate, in lawful money of Canada, payable as follows:

(a) to **Miller Thomson LLP** (the “**Vendor’s Solicitors**” or “**Escrow Agent**” or “**Trustee**”), in trust, in the following amounts at the following times, by certified cheque or wire transfer, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Title Transfer Date:

(i) the sum of \$ _____ **DOLLARS** (\$ _____) representing 5% of the Purchase Price, **upon signing** this Agreement;

(ii) the sum of \$ _____ **DOLLARS** (\$ _____) submitted with this Agreement and post-dated **sixty (60) days** following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price;

(b) the sum of _____ **DOLLARS** (\$ _____) by wire transfer to the Vendor’s Solicitors on the **Occupancy Date**, being 5% of the Purchase Price;

The Purchaser shall have the right to increase the deposit payable on the Occupancy Date to 10% of the Purchase Price.

(c) the balance of the Purchase Price by wire transfer or lawyer’s certified trust cheque on the Title Transfer Date to the Vendor or as the Vendor may direct, subject to the adjustments hereinafter set forth.

2. (a) The Purchaser, or its permitted tenants or permitted assigns shall occupy the Unit on the Final Tentative Occupancy Date (as defined in the Statement of Critical Dates being part of the Tarion Addendum), or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the “**Occupancy Date**”). The Vendor, at its discretion and without obligation, shall be permitted 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 necessary 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.
- (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 13 hereof (the “**Title Transfer Date**”).
- (c) **Notwithstanding anything contained in this Agreement (or in any Schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgement of receipt of both the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto, within ten (10) days from the date of the Purchaser's execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor.**

The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement.

Schedule “A” – Unit Plan/Sketch

Schedule “B” – Features and Finishes

Schedule “C” – Terms of Occupancy Licence

Schedule “D” – Warning Clauses

Schedule “G” – Proposed Parking Plan

Schedule “H” – Confirmation of Receipt

Schedule “P” – Purchaser Package Approval Order

Schedule “S” – Settlement Approval Order

Schedule “TA” – being the Tarion Warranty Corporation Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (collectively the “**Tarion Addendum**”).

Paragraphs 3 through 45 and Schedules "A", "B", "C", "D", "G", "H", "P", "S" and "TA" attached to this Agreement are an integral part hereto and are contained on subsequent pages. The Purchaser acknowledges that he or she or they has read all Paragraphs and Schedules of this Agreement.

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

DATED at _____ this _____ day of _____, 2017.

SIGNED, SEALED AND DELIVERED)
DELIVERED) Purchaser's Signature _____ [seal]
in the presence of)
WITNESS) Purchaser's Name _____
(as to all Purchasers)
signatures, if more than) Date of Birth _____
one purchaser))
) Social Insurance Number _____

)
) Purchaser's Signature _____ [seal]
)
) Purchaser's Name _____
)
) Date of Birth _____
)
) Social Insurance Number _____

Purchaser's Solicitor:

Address: _____

Telephone: _____ Facsimile: _____ Email: _____

The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is as follows:

Address: _____
City: _____
Province: Ontario _____
Postal Code: _____
Telephone (B): _____
(H): _____
Facsimile: _____
E-Mail address: _____

DATED, signed, sealed and delivered, this ____ day of _____, 2017.

Vendor's Solicitor:

Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, Ontario
M5H 3S1
Tel: (416) 595-8637
Fax: (416) 595-8695
Attn: Ron Fairbloom
rfairbloom@millerthomson.com

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC., by **ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.**, and without personal or corporate liability

Per:

Authorized Signing Officer

I have the authority to bind the Corporation.

3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the “**Act**”) and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
- (a) “**Act**” has the meaning given to it in the introduction to this Section 3;
 - (b) “**Administrative Agent**” means Canadian Imperial Bank of Commerce in its capacity as administrative agent for the Syndicate.
 - (c) “**Agreement**” means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
 - (d) “**Appointment Order**” means the order of the Court dated May 31, 2016 appointing Alvarez & Marsal Canada Inc. as receiver and manager and construction lien trustee of all of the assets, undertaking and properties of UC Leslieville, as amended or supplemented from time to time;
 - (e) “**Condominium**” means the condominium which will be registered against the Property pursuant to the provisions of the Act;
 - (f) “**Condominium Documents**” means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
 - (g) “**Court**” means the Ontario Superior Court of Justice [Commercial List];
 - (h) “**Court Ordered Charges**” means the Receiver’s Borrowing Charge, the Receiver’s Charge (each as defined in the Appointment Order) and such other charges granted by the Court in the Receivership Proceeding.
 - (i) “**CRA**” means the Canada Revenue Agency or its successors;
 - (j) “**Craft**” means C.R.A.F.T. Development Corporation;
 - (k) “**Creating Documents**” means the declaration and description which are intended to be registered against title to the Property and which will serve to create the Condominium, as may be amended from time to time;
 - (l) “**Development Agreement**” has the meaning given to it in Paragraph 9(a)(vi) hereof;
 - (m) “**Escrow Agent**” has the meaning given to it in Paragraph 1(a) hereof;
 - (n) “**Interim Occupancy**” means the period of time from the Occupancy Date to the Title Transfer Date;
 - (o) “**ITA**” has the meaning given to it in Paragraph 5(a) hereof;
 - (p) “**HST**” or “**Harmonized Sales Tax**” has the meaning given to it in Paragraph 6(f) hereof, and for greater certainty shall mean the harmonized and/or blended Ontario Retail Sales

Tax (the “**RST**”) and federal Goods and Services Tax (the “**GST**”). Purchasers are advised that the rate of HST applicable to this transaction is 13 percent being comprised of five per cent GST and eight percent RST;

- (q) “**Levies**” has the meaning given to it in Paragraph 6(d)(ii) hereof;
- (r) “**Municipality**” has the meaning given to it in Paragraph 9(b) hereof;
- (s) “**Occupancy Date**” has the meaning given to it in Paragraph 2(a) hereof;
- (t) “**Occupancy Fee**” means the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with Schedule “C” hereof;
- (u) “**Occupancy Licence**” means the terms and conditions upon which the Purchaser shall occupy the Unit during Interim Occupancy as set forth in Schedule “C” hereof;
- (v) “**ONHWPA**” means the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31;
- (w) “**Project Architect**” means Kasian Architects or such other architect as may be retained by Craft or the Vendor in connection with the completion of the Condominium;
- (x) “**Property**” has the meaning given to it in the first paragraph on page 1 hereof;
- (y) “**Purchase Price**” has the meaning given to it in the introductory clause of Paragraph 1 hereof;
- (z) “**Purchaser**” has the meaning given to it in the first paragraph on page 1 hereof;
- (aa) “**Purchaser Package Approval Order**” means the order of the Court dated ●, 2017 pursuant to which the Court approved the form, and dissemination, of the purchaser information package with respect to the sale of units in the Condominium, including the Unit, a copy of which is attached hereto as Schedule “P”, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma and Craft;
- (bb) “**Rebate**” or “**Rebates**” has the meaning given to it in Paragraph 6(f) hereof, and for greater certainty shall mean any provincial and/or federal new housing purchase rebate and/or transitional rebate applicable to this purchase transaction (regardless whether such transitional rebate is initially claimable by the Purchaser or the Vendor), and shall include any refund, credit, rebate of any form or nature of such HST applicable to this purchase transaction but specifically shall not include any new housing residential rental or leasing rebate whatsoever, and such Rebates shall be fully assignable to the Vendor as hereinafter set out;
- (cc) “**Receiver**” has the meaning given to it in the first paragraph on page 1 hereof;
- (dd) “**Receivership Proceeding**” means the receivership proceeding with respect to UC Leslieville commenced by the Appointment Order bearing Court File No. CV-16-11409-00CL;
- (ee) “**Requirements**” has the meaning given to it in Paragraph 44;
- (ff) “**Service Supplier**” has the meaning given to it in Paragraph 6(e) hereof;

- (gg) “**Settlement Approval Order**” means the settlement approval order of the Court dated ●, 2017 which among other things, authorizes the sale of this Unit by the Receiver on behalf of and in the name of UC Leslieville, as Vendor, a copy of which is attached hereto as Schedule “S”, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma, Craft and the Ad Hoc Curzon Purchasers;
- (hh) “**Syndicate**” means Canadian Imperial Bank of Commerce, Canadian Western Bank and Laurentian Bank of Canada (and their respective assignees from time to time), as lenders to UC Leslieville and the Receiver, respectively;
- (ii) “**Tarion Addendum**” has the meaning given to it in the list of Schedules on page 2 of this Agreement;
- (jj) “**Terra Firma**” means Terra Firma Capital Corporation;
- (kk) “**Title Transfer Date**” has the meaning given to it in Paragraph 2(b) hereof;
- (ll) “**Trustee**” has the meaning given to it in Paragraph 1(a) hereof;
- (mm) “**TWC**” means Tarion Warranty Corporation or its successors;
- (nn) “**UC Leslieville**” has the meaning given to it in the first paragraph on page 1 hereof;
- (oo) “**Unit**” has the meaning given to it in the first paragraph on page 1 hereof;
- (pp) “**Vendor**” has the meaning given to it in the first paragraph on page 1 hereof;
- (qq) “**Vendor’s Representatives**” shall mean the Receiver’s agents, directors, officers, partners, affiliates, employees, representatives, consultants, advisers and contractors (including Craft as the developer of the Property to be retained by the Vendor or such other developer of the Property as may be retained by the Vendor who replaces Craft); and
- (rr) “**Vendor’s Solicitors**” has the meaning given to it in Paragraph 1(a) hereof.

Finishes

4. The Purchase Price shall include those items listed on Schedule “B” attached hereto. The Purchaser acknowledges that only the items set out in Schedule “B” are included in the Purchase Price and that model suite/vingnette furnishings and appliances, decor, upgrades, artist’s renderings, scale model(s), improvements, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule “B”. The Purchaser agrees to attend and notify the Vendor of his/her choice of finishes within fifteen (15) days of being requested to do so by the Vendor or the Vendor’s Representative. In the event colours and/or finishes subsequently become unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or the Vendor’s Representative, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may irrevocably choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor’s selections. The Purchaser acknowledges that the Vendor may, from time to time, substitute items(s)/materials(s) listed in Schedule “B” with other items(s)/materials(s), provided that the quality of any substituted item(s)/material(s) is comparable to or better than the item(s)/material(s) originally indicated.

The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby agrees to accept any such colour variation resulting from the manufacturing process without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations herein. More specifically, the Purchaser acknowledges that colour, texture, appearance, grains, veining, natural variations in appearance etc. of features and finishes installed in the Unit may vary from Vendor's samples or as otherwise shown to the Purchaser as a result of normal manufacturing and installation processes and/or as a result of any such finishes being of natural products and the Purchaser agrees that the Vendor is not responsible for same. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as carpet, tiles, bath tubs, sinks and other such products where the product manufacturer establishes the standard for such finishes. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser acknowledges and agrees that pre-finished wood flooring (if any) may react to normal fluctuating humidity levels inducing gapping or cupping. The Purchaser acknowledges that natural stone (if any) is a very soft stone which will require a substantial amount of maintenance by the Purchaser and is very easily scratched and damaged. Purchaser acknowledges and agrees that carpeting may be seamed in certain circumstances and said seams may be visible. The Purchaser further acknowledges and agrees that various types of flooring, including but not limited to carpets, marble, tile, laminate, hardwood floors, or engineered wood in the Unit may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area.

Deposits

5. (a) The Vendor shall credit the Purchaser with interest at the prescribed rate on the Title Transfer Date from the date of deposit of the money received from time to time by the Vendor's Solicitors or the Trustee until the Occupancy Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted on page 3 of this Agreement. The Purchaser further acknowledges and agrees that any cheques provided to the Vendor on account of the Purchase Price will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that, except as expressly stated in this Agreement, the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada (the "ITA"). If the Purchaser is not a resident of Canada for the purposes of the ITA the Vendor shall be entitled to withhold and remit to CRA the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.
- (b) All deposits paid by the Purchaser shall be held by the Vendor's Solicitor in a designated trust account, and shall be released only in accordance with the provisions of subsection 81(7) of the Act and the regulations thereto, as amended and in accordance with this Agreement.

Adjustments

6. (a) Commencing as of the Occupancy Date, the Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect to the Unit:
 - (i) all utility costs including electricity, gas and water (unless included as part of the common expenses); and
 - (ii) the Occupancy Fee owing by the Purchaser for Interim Occupancy prior to the Title Transfer Date (if applicable).
- (b) The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed from the Title Transfer Date, with that day itself apportioned to the Purchaser:
 - (i) realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall be remitted to the relevant taxing authority on account of the Unit. Alternatively, the Vendor in its sole discretion, shall be entitled to provide a credit in favour of the Purchaser on the final statement of adjustments in an amount equal to the realty tax component of the Occupancy Fees paid, and adjust separately for realty taxes based on the land only. In such event, the Purchaser shall assume and be solely responsible for any and all OMIT or supplementary taxes assessed against the Unit, including any such OMIT or supplementary taxes assessed for a period prior to the Title Transfer Date. In addition, the Vendor shall not be required to readjust for any realty taxes following the Title Transfer Date, and no undertaking to readjust shall be provided to the Purchaser. Notwithstanding the foregoing, the Purchaser shall complete the transaction contemplated by this Agreement on the Title Transfer Date, without holdback or abatement of any kind.
 - (ii) common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
- (c) Interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with Paragraph 5 of this Agreement.
- (d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:
 - (i) any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government;

- (ii) the amount of any increase in development charge(s) and/or education development charge(s) (the “**Levies**”) assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27 as amended from time to time, and the *Education Act*, R.S.O. 1990, c. E.2, as amended from time to time, over the amount of such charges that would be exigible as of February 1, 2011 and the amount of any new Levies that were not exigible as of February 1, 2011 with respect to the property and were subsequently assessed against the property or attributable to the Unit;
- (iii) the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule “D” to the Declaration;
- (iv) the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto);
- (v) the cost of utility meter installations, water and sewer service connection charges, hydro and gas meter or sub-meter installation, and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser’s portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the registered Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor’s or Vendor’s Representative’s engineers specifying the said charges and costs shall be final and binding on the Purchaser;
- (vi) the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
- (vii) a sum of Fifty Dollars (\$50.00) for each cheque tendered pursuant to Paragraphs 1(a) and 1(b) of this Agreement and for any cheque tendered for any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfilment of the requirements of subsection 81(6) of the Act;
- (viii) the sum of Two Hundred Dollars (\$200.00) payable to the Corporation for deposit to the Reserve Fund Account;
- (ix) the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;
- (x) the Vendor’s Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the “**Title Insurer**”) in order to centralize underwriting for the project and avoid unnecessary duplication of costs for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser’s

solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Title Transfer Date an administration fee of two hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement.

- (e) The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services and/or geothermal heating and cooling services to the Condominium or Unit (the "**Service Supplier**") on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Service Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.
- (f) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the "**HST**") less the Rebate as defined below, and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. Where the Purchaser intends to avail himself/herself of the HST rebate on the statement of adjustments, the Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue (collectively, the "**Rebate**"), in its Information Notice dated June 2009 – No. 2 (the "**Ontario Circular**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the "**Transitional Rebate**") in connection with the Purchaser's acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors

may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively, the "**Rebate Forms**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from

the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the “**Reduction**”), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

- (h) An administration fee of Two Hundred and Fifty Dollars (\$250.00) shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor’s Solicitors and not accepted by the Vendor’s or the Vendor’s Solicitor’s bank for any reason. At the Vendor’s option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser.

Title

- 7. The Vendor or the Vendor’s Solicitors shall notify the Purchaser or his/her Solicitor following registration of the Creating Documents so as to permit the Purchaser or his/her Solicitor to examine title to the Unit (the “**Notification Date**”). The Purchaser shall be allowed twenty (20) days from the Notification Date (the “**Examination Period**”) to examine title to the Unit at the Purchaser’s own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor’s possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor’s Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser’s requisitions, thereby relieving the Vendor and the Vendor’s Solicitors of the requirement to respond directly or specifically to the Purchaser’s requisitions.

Direction Re: Title

- 8. Subject to the restrictions contained in Paragraph 16, the Purchaser hereby agrees to submit to the Vendor or the Vendor’s Solicitors on the earlier of the Occupancy Date and twenty (20) days prior to the Title Transfer Date, an irrevocable direction to the Vendor indicating and confirming the manner in which the Purchaser wishes to take title to the Units, accompanied by the date of birth, marital status and social insurance number of each person approved by the Vendor to take title to the Units and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as

aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Title Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement. The Vendor shall have the right to reject any direction given by the Purchaser if the Vendor believes, in its discretion, that the direction violates the terms of Paragraph 16, herein.

Permitted Encumbrances

9. (a) The Purchaser agrees to accept title subject to the following:
- (i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser as set out in Schedule "H";
 - (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Title Transfer Date;
 - (iii) easements, rights of way and/or licences now registered (or to be registered hereafter) for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Property at any time during the day or night with noise, vibration and other sounds, excluding spills, and other emissions of every nature and kind whatsoever arising from, out of or in connection with any and all present and future railway facilities and operations upon the railway lands located in proximity to the Property;
 - (iv) notices of security interest in respect of any equipment owned by an equipment lessor or supplier of heating and cooling as more particularly described in the Condominium Documents;
 - (v) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television/internet, recreational and shared facilities, and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners as such term is defined in the Condominium Documents), provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) complied with as at the Title Transfer Date;
 - (vi) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, condominium, subdivision, Section 35, collateral, limiting distance, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities including any

amendments or addenda related thereto), (with all of such agreements being hereinafter collectively referred to as the “**Development Agreements**”), provided that same are complied with as at the Title Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder; and

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

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

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

- (d) The Purchaser agrees to accept a conveyance of title to the Unit pursuant to the Settlement Approval Order.

- (e) The Vendor shall be entitled to obtain from the Purchaser specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and

comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

Vendor's Lien

10. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Title Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Title Transfer Date.

Construction Lien Act

11. The Purchaser covenants and agrees that he/she is a "home buyer" within the meaning of the *Construction Lien Act*, R.S.O. 1990, c.C.30 and will not claim any lien holdback on the Occupancy Date or Title Transfer Date. Subject to the rights of the Vendor under Paragraph 19(b), the Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Title Transfer Date shall be delayed on that account.

The Planning Act

12. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Title Transfer Date.

Title Transfer Date

13.
 - (a) The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the Final Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice of the extension of the Final Tentative Occupancy Date or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor (and for greater certainty, not against the Receiver) up to a maximum of **Seven Thousand Five Hundred Dollars (\$7,500.00)**, as more particularly set forth in the Regulations to the ONHWPA, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.
 - (b) The Vendor's Solicitors shall designate a date not less than twenty (20) days after written notice is given to the Purchaser or his or her solicitor of the registration of the Creating Documents as the Title Transfer Date. The Title Transfer Date once designated may be extended from time to time by the Vendor's Solicitors provided that it shall not be more than twenty-four (24) months following the Occupancy Date.

Purchaser's Covenants, Representations and Warranties

14. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages, or Court Ordered Charges arranged by UC Leslieville, the Vendor or the Receiver and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this Paragraph 14. The

Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor within ten (10) days of execution of this Agreement and then again from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Title Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date. If the Purchaser fails to provide the mortgage approval as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Title Transfer Date.

15. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, it has not acquired any equitable or legal interest in the Unit or the Property. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his or her or their obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of Paragraph 25 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, certificate of pending litigation, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a full indemnity basis).
16. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her or their interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.
17. The Purchaser acknowledges that the Vendor or the Vendor's Representative is (or may in the future be) processing and/or completing one or more rezoning or minor variance applications with respect to the Lands (and/or the lands adjacent thereto or in the neighbouring vicinity

thereof), as a well as a site plan approval/development application/draft plan of condominium approval with respect to the Lands, in order to permit the development and construction of the Condominium thereon. The Purchaser acknowledges that during the rezoning, minor variance, site plan and/or draft plan of condominium approval process, the footprint or siting of the condominium building may shift from that originally proposed or intended, the overall height of the condominium building (and the number of levels/floors, and/or the number of dwelling units comprising the Condominium) may vary, and the location of the Condominium's proposed amenities may likewise be altered, without adversely affecting the floor plan layout, design and size of the interior of the Unit, and the Purchaser hereby expressly agrees to complete this transaction notwithstanding the foregoing, without any abatement in the Purchase Price, and without any entitlement to a claim for damages or other compensation whatsoever. The Purchaser further covenants and agrees that it shall not oppose the aforementioned zoning, minor variance and site plan/development applications, nor any other applications ancillary thereto, including without limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever, and the Purchaser expressly acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

18. The Purchaser covenants and agrees that he/she/they shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration/construction office(s) and model units, and the display of signs located on the Property.

Termination without Default

19. (a) In the event this Agreement is terminated through no fault of the Purchaser, including through the exercise of the Vendor's right of termination pursuant to Paragraph 28(b) or deemed terminated and declared null and void and no force and effect pursuant to the Settlement Approval Order (as described in Paragraph 19(b) below), if applicable, all deposit monies paid by the Purchaser towards the Purchase Price together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to repay (i) any amounts paid by the Purchaser at any time for changes ordered by the Purchaser, whether or not installed in the Unit, or (ii) any amounts paid by the Purchaser in connection with occupancy of the Unit (including as an Occupancy Fee), and the Purchaser's claims, if any, in respect of any such amounts shall be limited to unsecured claims against the estate of UC Leslieville.
- (b) The Purchaser acknowledges that notwithstanding anything otherwise contained in this Agreement (including the Tarion Addendum), the Settlement Approval Order provides that if at any time the Receiver determines in its sole discretion that a "Funding Failure" has occurred then, provided that the Purchaser has not entered into occupancy of his/her Unit pursuant to the terms of this Agreement, the Receiver is authorized to deliver a written notice notifying the Purchaser of the Funding Failure, and upon the delivery of such notice, this Agreement will be deemed terminated and null and void and of no force and effect. For greater certainty, the Vendor's right described in this Paragraph 19(b) and contained in the Settlement Approval Order does not apply once the Purchaser has entered into occupancy of the Unit pursuant to the Occupancy Licence.

Please see definition of "Funding Failure" as set out in the Settlement Approval Order, a copy of which is attached hereto as Schedule "S".

- (c) The Purchaser further acknowledges and agrees that he/she (they) does (do) not have any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender, escrow agent or any other third party requested by the Vendor in its discretion prior to the return of any monies to which the Purchaser is entitled hereunder. In no event shall the Vendor, the Receiver or any of their respective agents, including the Escrow Agent be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor, the Receiver, the Escrow Agent and/or any of their respective agents as a complete defence to any such claim.

No Liability of Receiver

20. The Purchaser acknowledges and agrees that the Receiver, and its agents, officers and employees shall have no liability (personal, corporate or otherwise) under, as a result of or in connection with any obligations of UC Leslieville or the Vendor (and anyone for whom it is at law responsible) under this Agreement. The Purchaser shall have no recourse against any property or asset of UC Leslieville, except for an unsecured claim against the estate of UC Leslieville and, to the extent expressly set out herein, the return deposit monies paid hereunder to the Vendor.

Tarion Warranty Corporation

21. (a) The Vendor covenants that on completion of this transaction a warranty certificate for the Unit will be requested by the Vendor or the Vendor's Representative from TWC. The Vendor or the Vendor's Representative further covenants to request from TWC for the benefit of the Corporation a similar warranty certificate with respect to the common elements. The Purchaser acknowledges and agrees that any warranties of workmanship or materials, in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by TWC, which warranties shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein. Notwithstanding anything otherwise contained herein, neither the Receiver, Vendor or the estate of UC Leslieville shall have any liability in connection with any representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit.
- (b) The Purchaser acknowledges and agrees that:
- (i) it is responsible for conducting and has conducted its own searches and investigations of the Unit and the Condominium and it is satisfied with the Unit and the Condominium and all matters and things connected with it or in any way related to it, and is relying entirely upon its own investigations in entering into this Agreement;

- (ii) the Unit is being purchased by the Purchaser on an “as is, where is” basis at the Purchaser’s own risk and peril and without any express or implied agreement, representation or warranty of any kind about the Unit, the fixtures, fittings and equipment located therein, contents, condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, square footage, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic of the Unit and the Condominium;
- (iii) actual usable floor space of the Unit may vary from the stated floor area;
- (iv) the Receiver shall have no liability or obligation with respect to the value, state, contents or condition of the Unit and the Condominium, whether or not the matter is within the knowledge or imputed knowledge of the Receiver, its officers, employees, directors, agents, representatives and contractors;
- (v) the Receiver makes no agreements, representations or warranties concerning any statements made or other information delivered or made available to the Purchaser or any other person with respect to the Unit and the Condominium. For greater certainty, the Receiver is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Unit and the Condominium, or the operation of them, furnished by any real estate broker, agent, employee, Craft or other person; and
- (vi) without limiting the foregoing, any conditions, warranties or representations expressed or implied pursuant to the Act, the *Sale of Goods Act* (Ontario), or any similar legislation in the Province of Ontario, do not apply to this purchase and are waived by the Purchaser.

Right of Entry

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

Occupancy

23. (a) The Unit shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that the Unit may be lawfully occupied notwithstanding that there remains other work within the Unit and/or the common elements to be completed. The Purchaser shall not occupy the Unit until the Municipality has permitted same or consented thereto, if such consent is required and the Occupancy Date shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality other than the documentation required by Paragraph 9 of the Tarion Addendum. Provided that the Vendor or the Vendor’s Representative

complies with Paragraph 9 of 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 Unit, and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to the TWC in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Unit as, otherwise, permitted by the Municipality.

- (b) If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in Paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule "C".

Inspection

- 24. (a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's Representative at the date and time designated by the Vendor or the Vendor's Representative, prior to the Occupancy Date, to conduct a pre-delivery inspection of the Unit (the "**PDI**") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Unit, on the TWC Certificate of Completion and Possession (the "**CCP**") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's Representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Unit in its discretion, the Vendor shall not be deemed to have waived the provision of this Paragraph or otherwise enlarged its obligations hereunder.
- (b) The Purchaser acknowledges that the Homeowner Information Package as defined in TWC Bulletin 42 (the "**HIP**") is available from TWC and that the Vendor further agrees that the Vendor or the Vendor's Representative will provide the HIP to the Purchaser or the Purchaser's designate, at or before the PDI. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor the confirmation of receipt forthwith upon receipt of the HIP.
- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to

the Unit to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor 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) In the event the Purchaser and/or the Purchaser's designate fails to execute the confirmation of receipt of the HIP forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law.

Purchaser's Default

- 25. (a) In the event that the Purchaser is in default with respect to any of his or her or their obligations contained in this Agreement or in the Occupancy License on or before the Title Transfer Date and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the Vendor on the Occupancy Date or the Title Transfer Date, or within five (5) business days of the Purchaser being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, if applicable, the right to make colour and finish selections with respect to the Unit as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement and the Occupancy License, if applicable, to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable (if any) for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Unit, shall be forfeited to the Vendor for the benefit of the estate of UC Leslieville.
- (b) The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. The aforesaid retention of monies is in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement and/or the Occupancy License by reason of the Purchaser's default as aforesaid, then the Purchaser shall be obliged to forthwith vacate the Unit (or cause same to be forthwith vacated) if same has been occupied (and shall leave the Unit in a clean condition, without any physical or cosmetic damages thereto, and clear of all garbage, debris and any furnishings and/or belongings of the Purchaser), and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she/they does not have) any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's solicitors as hereinbefore provided, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to

be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act*, R.S.O. 1990, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.

- (c) Notwithstanding subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to eight (8%) percent per annum above the bank rate as defined in subsection 19(2) of O. Reg. 48/01 to the Act at the date of default.

Common Elements

26. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the conditional building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, 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/her 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 elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, and models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Project Architect whose determination shall be final and binding, of equal or better quality. 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 alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

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

Risk

28. The Unit shall be and remain at the risk of the Vendor until the Title Transfer Date, subject to the terms of the Occupancy Licence attached hereto as Schedule "C". If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either:
- (a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Occupancy Date in the manner permitted in Paragraph 5 of the Tarion Addendum;
 - (b) terminate this Agreement and, provided that the Purchaser is not then in default under this Agreement, return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, with interest payable under law, if there is substantial damage to all or any part of the Condominium, or if the Syndicate retains the insurance proceeds relating to such damage (for certainty, in the case of such termination the provisions of Paragraph 19 shall apply); or
 - (c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 79(3) of the Act;

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

Tender/Termet

29. (a) Any tender of documents or monies hereunder, including those required to be exchanged on the Occupancy Date and/or Title Transfer Date shall be made respectively upon the Vendor or the Purchaser, or upon their respective solicitors, as hereinafter set out and any money shall be tendered by wire transfer (using Large Value Transaction protocols) or, if permitted by the Vendor, by direct deposit of the monies into the Vendor's solicitor's trust account in accordance with the requirements provided by such Vendor's solicitor. The Vendor shall be allowed to tender and deliver documentation to the Purchaser and/or his or her solicitor by electronic mail and/or by posting the documentation required to be delivered to the Purchaser on the Occupancy Date and/or Title Transfer Date on an internet web site and providing notice to the Purchaser and/or his/her solicitor with the method of accessing such documents on such internet site and the internet address of such web site. In the event the Vendor's documents are emailed or posted on such site, said documents may be executed electronically in accordance with the *Electronic Commerce Act (Ontario)* and the emailing or posting of such documentation, electronically signed where required, and the notification to the Purchaser's solicitor or the Purchaser of where on the world wide web such documents can be accessed, shall be deemed to be effective tender of such documents on the Purchaser and/or their solicitor. Tender of any documents on the Purchaser other than those delivered via the web or internet may be made on the Purchaser's solicitor by fax and/or email. Notwithstanding anything set out herein to the contrary, any tender upon the Vendor on the Occupancy Date and/or Title Transfer Date must be made at the offices of its solicitor during normal business hours, which shall be deemed to be 9:00 a.m. to 4:30 p.m. on any business day (excluding weekends and statutory holidays). Save and except as specifically hereinafter set out to the contrary, any tender upon the Purchaser on the Occupancy Date and/or Title Transfer Date, if required, may be made by the Vendor's solicitor by he/she confirming to the Purchaser's solicitor in writing that:

- (i) that they have already delivered to the Purchaser's solicitor, such documents, undertakings, affidavits of the Vendor or its solicitor as may be required to effect a proper tender for the purposes of the interim and/or final closing of this transaction (either by way of delivery of the documents by email and/or the posting of such documents, electronically executed, on an internet web site as hereinbefore set out);
- (ii) that the Vendor has advised that keys for the Units are available for release at the Property and/or the head office of the Vendor (on the Occupancy Date and/or Title Transfer Date as applicable);
- (iii) 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
- (iv) with respect to the closing of the transaction, has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the co-operation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitors;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds and without any requirement to have an independent witness evidencing the foregoing. The delivery of such written confirmation shall be deemed to be complete and effective tender. The Purchaser covenants acknowledges and agrees that the Vendor's and its solicitor's documents may be electronically signed in accordance with the *Electronic Commerce Act, 2000 Ch. 17, S.O. 2000*, as amended, and that such electronic form of execution of the documents shall be satisfactory for the purposes of this Agreement and this tender provision

- (b) In the event that the Purchaser or his solicitor has not delivered the requisite documents and/or monies as hereinbefore set out at such location and by 4:30 p.m. on the Occupancy Date and/or Title Transfer Date, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor. The Purchaser shall be estopped and forever barred from claiming any defect in the title to the Units and/or Property, or any deficiency in the construction thereof, or that the Vendor was unable or unwilling to provide occupancy of the Residential Unit and/or complete this transaction in accordance with the provisions of this Agreement and/or the Tarion Addendum. It is further provided that, notwithstanding the preceding provisions, that in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Occupancy Date and/or Title Transfer Date, that the Purchaser is unable or unwilling to complete the purchase transaction or take possession of the Units (or any portion thereof), the Vendor shall be relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor or provide any documentation to the Purchaser as hereinbefore set out and may exercise forthwith any and all of its right and remedies provided or in this Agreement and at law. The Purchaser hereby acknowledges and agrees that the key(s) to the Units shall be released to him/her directly from the site and/or head office of the Vendor when the Purchaser becomes entitled to same in accordance with this Agreement, and the Vendor shall not otherwise be required to produce or deliver a key to the Units on the Occupancy Date and/or Title Transfer Date, or as part of any tender in connection therewith. In the event the Purchaser or his Solicitor fails to appear or appears and fails to close, such attendance by

the Vendor's representative or solicitor at the Vendor's solicitor's office shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time.

30. As the electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "**Escrow Document Registration Agreement**"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least ten (10) days prior to the Title Transfer Date. If the Vendor's solicitor provides written notice to the Purchaser's solicitor that it accepts and agrees to be bound by the terms of the form of Document Registration Agreement prepared by the Law Society of Upper Canada and adopted by the Joint LSUC – CBAO Committee on Electronic Registration of Title Documents, as may be amended from time to time, the Vendor's solicitor and the Purchaser's solicitor shall be deemed to have executed such form which shall be the Escrow Document Registration Agreement defined in this subparagraph 30(a) and referred to in this Agreement.
 - (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
 - (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled Occupancy Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, and shall pay a fee as determined by the Vendor's solicitor, acting reasonably for the use of the Vendor's computer facilities.
 - (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.

- (e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original or by electronic transmission of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - (i) delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement or the provisions of this Agreement;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor and specifically, when the Transfer of the Unit is created on the TERS system and messaged to the Purchaser's solicitor under the TERS system;

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

General

- 31. The Vendor shall provide a statutory declaration on the Title Transfer Date that UC Leslieville is not a non-resident of Canada within the meaning of the ITA.
- 32. The Purchaser agrees to pay the costs of registration of the Transfer/Deed for the Unit(s) and its own documents and any tax (including land transfer tax) in connection therewith.
- 33. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
- 34. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and permitted assigns.
- 35. The Purchaser acknowledges that the suite area of the Unit, as may be represented or referred to by the Vendor or any sales agent, or which appear in any sales material is approximate only, and

is generally measured to the outside of all exterior, corridor and stairwell walls, and to the centre line of all party walls separating one unit from another. NOTE: For more information on the method of calculating the floor area of any unit, reference should be made to Builder Bulletin No. 22 published by the TWC. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space within the confines of the Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. In addition, the Purchaser is advised that the floor area measurements are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Unit purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment or claim for compensation whatsoever, whether based upon the ultimate square footage of the Unit, or the actual or useable living space within the confines of the Unit or otherwise. The Purchaser further acknowledges that the ceiling height of the Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads are installed within the Unit, and/or where dropped ceilings are required, then the ceiling height of the Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.

36. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
37. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
38. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein. The Purchaser and the Vendor acknowledge and agree that this Agreement and all amendments and addenda thereto shall constitute an agreement made under seal.
39.
 - (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
 - (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or any other relationships as a defence to such liability.

Notice

40. (a) Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required by Paragraph 14 of the Tarion Addendum.
- (b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein or to the address of the Unit after the Occupancy Date and to the Vendor at c/o Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc., Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2900, Toronto, ON M5J 2J1 Attention: Tony Zaspalis and Ryan Grunier or to the Vendor's Solicitors at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, by electronic mail or by facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and statutory holidays. This agreement or any amendment or addendum thereto may, at the Vendor's option, be properly delivered if it delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

Material Change

41. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Project Architect or other design consultants:
- (a) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit);
- (b) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the total number of dwelling, parking, locker and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling or other ancillary units within the Condominium;
- (c) change, vary, or modify the number, size and location of any windows, column(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s),

model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise; and/or

- (d) change the layout of the Unit such that same is a mirror image of the layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act) and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, in which case the Vendor shall be obliged to 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), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Title Transfer Date (and specifically within ten (10) days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies (other than the Old Deposit), together with interest accrued thereon at the rate prescribed by the Act.

Cause of Action/Assignment

- 42. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than UC Leslieville, even though UC Leslieville may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
- (b) At any time prior to the Title Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor pursuant to the ONHWPA and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

Non-Merger

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

Notice/Warning Provisions

44. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction. Notwithstanding the generality of the foregoing, the Purchaser agrees to be bound by the warnings set forth in Schedule "D" hereto.

Purchaser's Consent to the Collection and Limited Use of Personal Information

45. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Unit, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital and residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired suite design(s), and colour/finish selections. In particular, but without limiting the foregoing, the Vendor may disclose such personal information to:
- (a) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency (i.e. with respect to HST);
 - (b) 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 will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
 - (c) The Condominium for the purposes of facilitating the completion of the Condominium's voting, leasing and/or other relevant records and to the 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;

- (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, with respect to the Unit, including without limitation, the Syndicate, Craft, Terra Firma, the Vendor's Representatives, the Tarion Warranty Corporation, Travelers Guarantee Company of Canada and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (g) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium (collectively, the "**Utilities**"), unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (i) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family, unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to said third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) any property manager retained to manage the Condominium prior to or during Interim Occupancy or at any time thereafter;
- (l) any person that the Receiver may deem necessary or desirable to fulfill its duties and obligations as the Court appointed receiver and manager and construction lien trustee of

the property and assets of UC Leslieville, or as it may deem to be necessary or desirable in connection with the Settlement Orders or the Receivership Proceeding; and

- (m) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his or her personal information may be delivered to the Vendor at the address set out in the Tarion Addendum, Attention: T. Zaspalis/R. Gruneir.

SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE
UNIT PLAN/SKETCH

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF
TORONTO (M46) AT _____ O'CLOCK ON THE _____ DAY OF _____

REPRESENTATIVE FOR LAND REGISTRY

SURVEYOR'S CERTIFICATE:

1. THE SURVEYOR'S CERTIFICATE AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1980, THE SURVEYOR'S ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____
3. THE DIMENSIONS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATE _____
Ontario Land Surveyor

DECLARATION REGISTERED AS N.L.:

THIS PLAN IS COMPILED OF

Schedule of APURTENANT and SERVIENT INTERESTS
(Pursuant to CLAUSES 8 (i) (ii) AND (iv) OF THE CONDOMINIUM ACT 1980)

PART	PLAN	DESCRIBED IN	NOTES
0	0	0	0

SUBJECT TO INTERESTS (TOGETHER WITH THE UNITS AND COMMON ELEMENTS)

NOTES AND LEGEND
BEARINGS HEREON ARE GROUND BEARINGS AND ARE REFERENCED TO THE S.W. CORNER OF THE WEST LINGHUE, M40 84(255)-1997 AND ARE REFERRED TO THE WESTERN LIMIT OF CURZON STREET AS SHOWN ON PLAN 66R-2938 HAVING A BEARING OF N74°41'57"W.
P _____ DENOTES BEARINGS OF THE UNITS AND THE COMMON ELEMENTS
M.P. _____ DENOTES POBCH
M.P. _____ DENOTES NOT A PART OF THE PLAN

UNIT BOUNDARY DEFINITIONS
DIMENSIONS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOOR SLABS, CEILING SLABS, AND THE COMMON ELEMENTS AS SHOWN ON THE COMMON ELEMENTS SCHEDULE "C" OF THE DECLARATION. DIMENSIONS AS SHOWN INDIVIDUALLY DESCRIBED AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS

INDEX OF PARTS

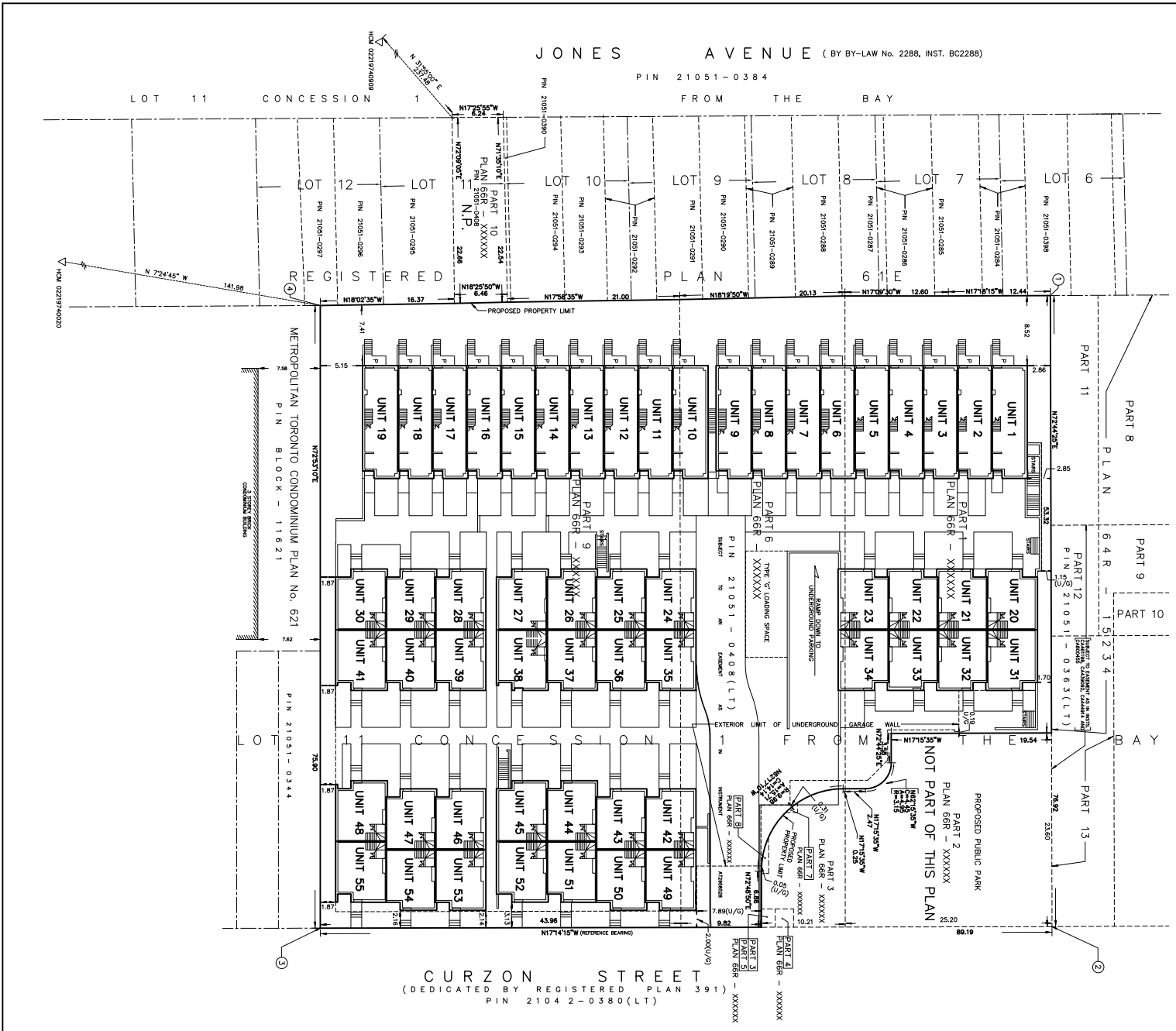
PART	SHEET(S)	DESCRIPTION
1	5	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ALLOCATION OF THE APURTENANT AND UNITS ON LEVEL 1.
2	-	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS ON LEVELS
3	-	ARCHITECTURAL PLANS
4	-	STRUCTURAL PLANS

PLAN OF SURVEY OF
PART OF LOT 11
CONCESSION 1 FROM THE BAY
GEOGRAPHIC TOWNSHIP OF YORK
CITY OF TORONTO

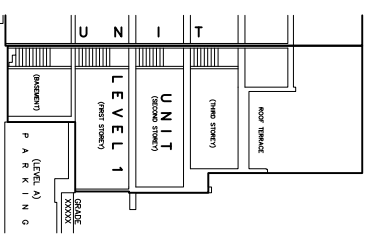
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R. AVIS SURVEYING INC.

METRIC DIMENSIONS SHOWN ON THIS PLAN ARE IN METRES AND METRIC CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)



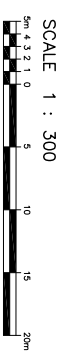
PARTS 1, 2, 3, 4, 5, APPROVED AND PARTS 1, 2, 3, 4, 5, REGISTERED UNDER SECTION 4 OF THE CONDOMINIUM ACT AND SECTION 51 OF THE PLANNING ACT
THIS DAY OF _____
DATE: _____

R. AVIS SURVEYING INC.
SUITE 303
238 YORKTON, ONTARIO
M2J 4V9
www.avisurveying.com
TEL: (416) 460-8332
FAX: (416) 461-0208
PROJECT NO.: 2023-2
DRAWING NO.: 2023-01-01



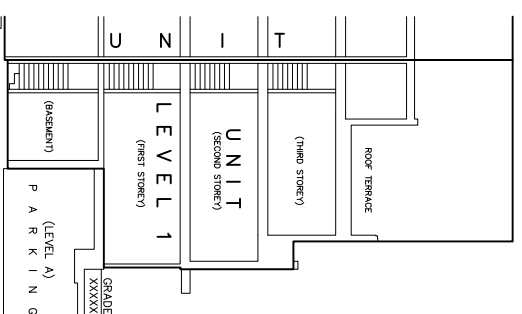
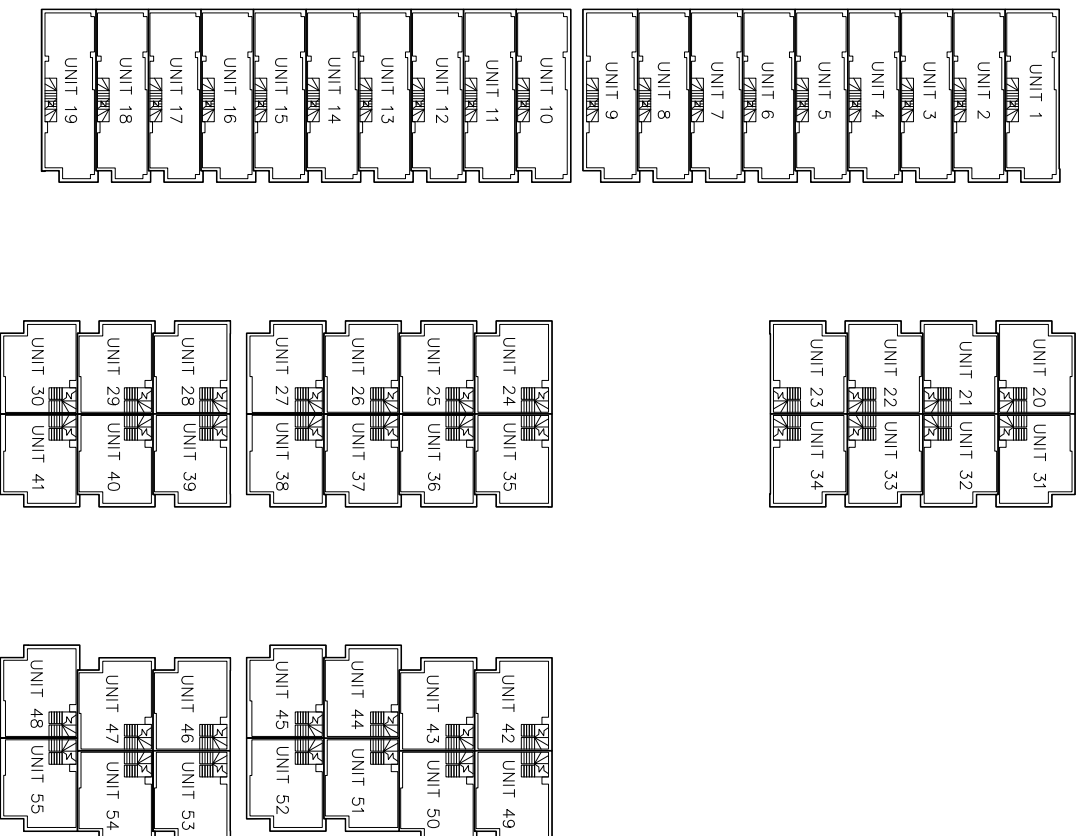
TORONTO STANDARD
CONDOMINIUM PLAN №

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(2ND STOREY)



R. AVIS SURVEYING INC.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS

MARCH 9, 2017



R. AVIS SURVEYING INC.

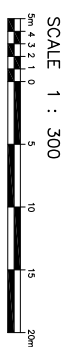
SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8



TEL : (416) 490-8352
DRAWN BY : A.P.
www.avisurveying.com
PROJECT № : 2623-2
DRAWING № : 2623-211_52
FAX : (416) 491-6206

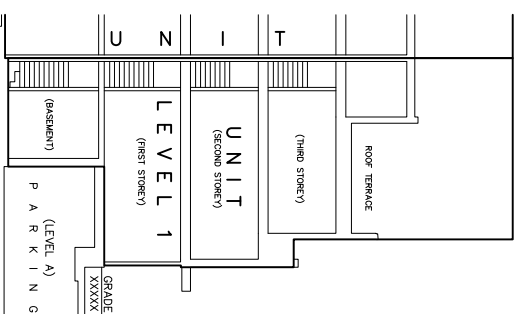
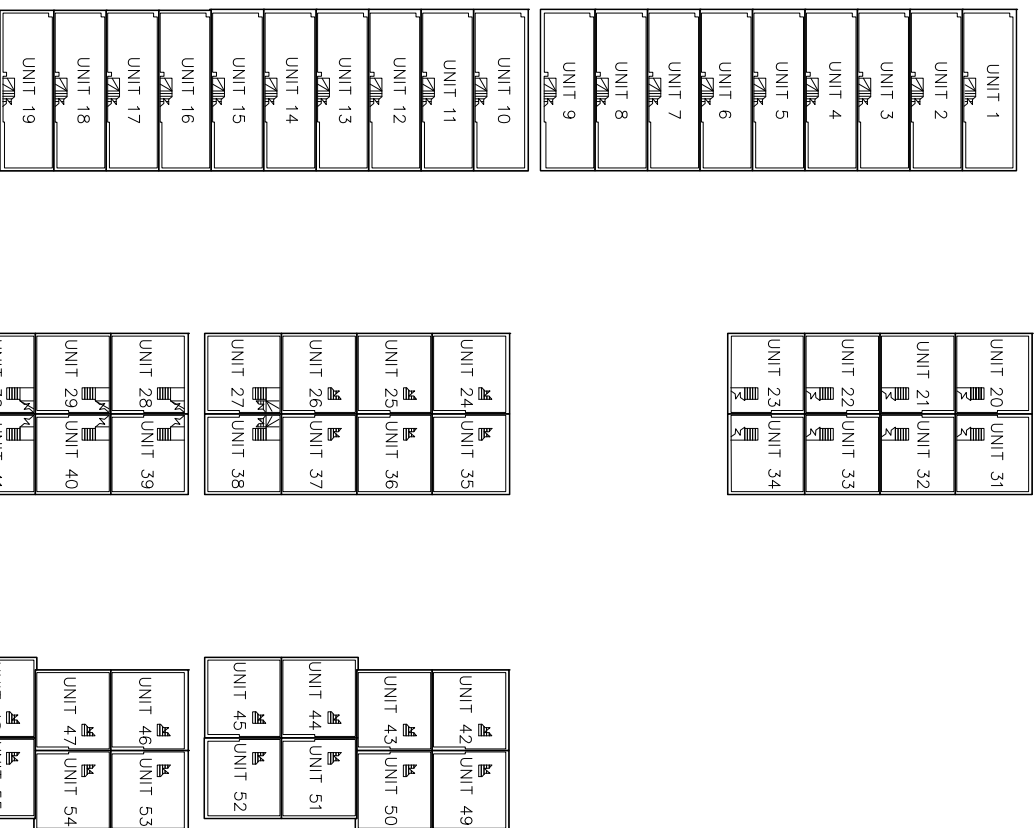
TORONTO STANDARD
CONDOMINIUM PLAN №

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(3RD STOREY)



R. AVIS SURVEYING INC.

METRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
—— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS

R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4T8
www.ravisurveying.com

TEL : (416) 490-8352
FAX : (416) 491-6206

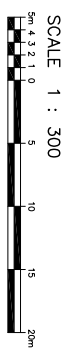
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MARCH 9, 2017

DRAWN BY : A.P.

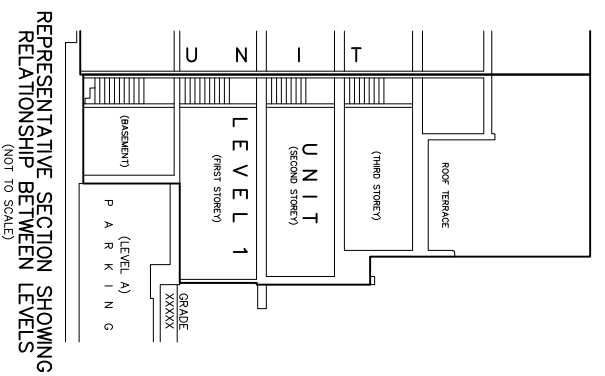
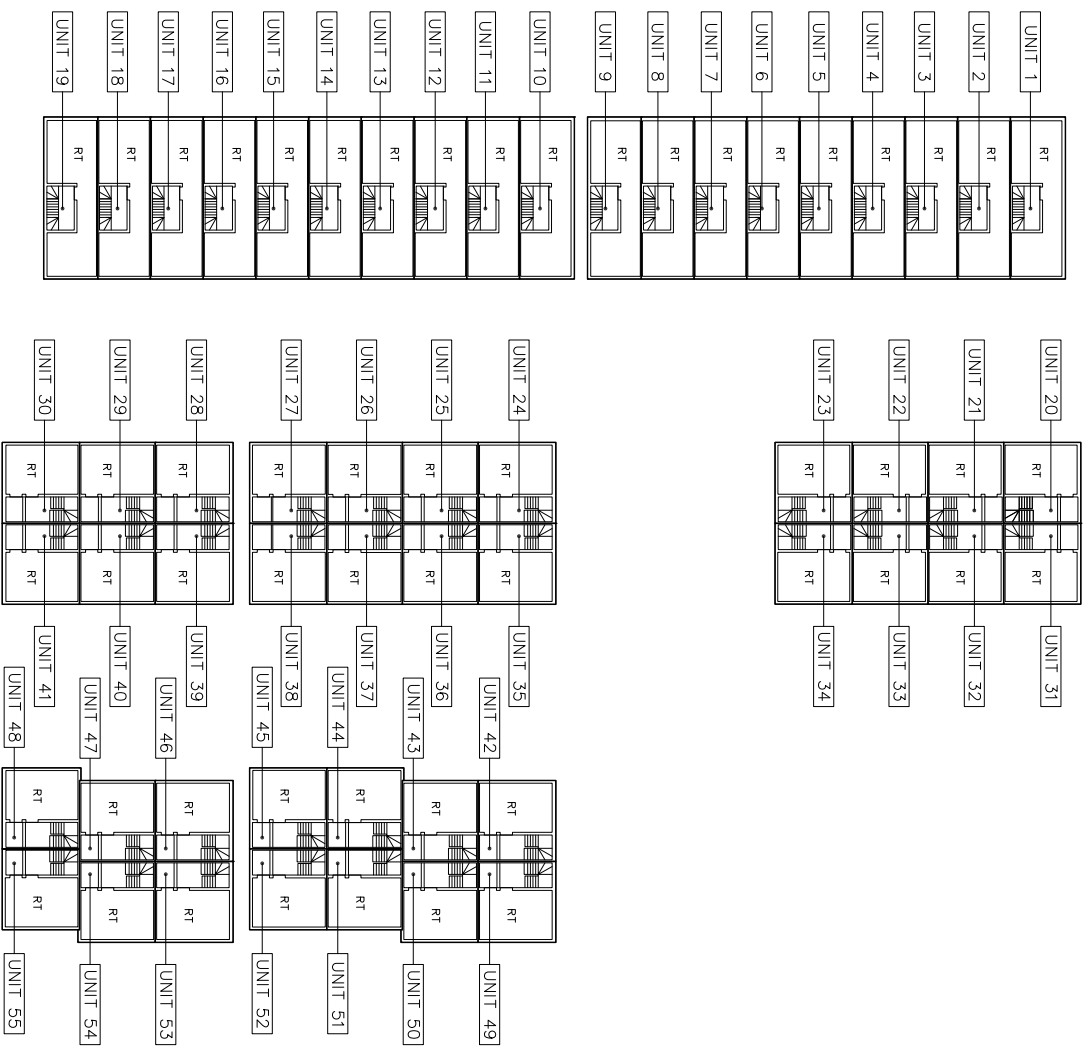
TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(ROOF)



R. AVIS SURVEYING INC.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
RT DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS
RT DENOTES ROOF TERRACE

R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8

TEL : (416) 490-8352
FAX : (416) 491-6206
www.raisurveying.com

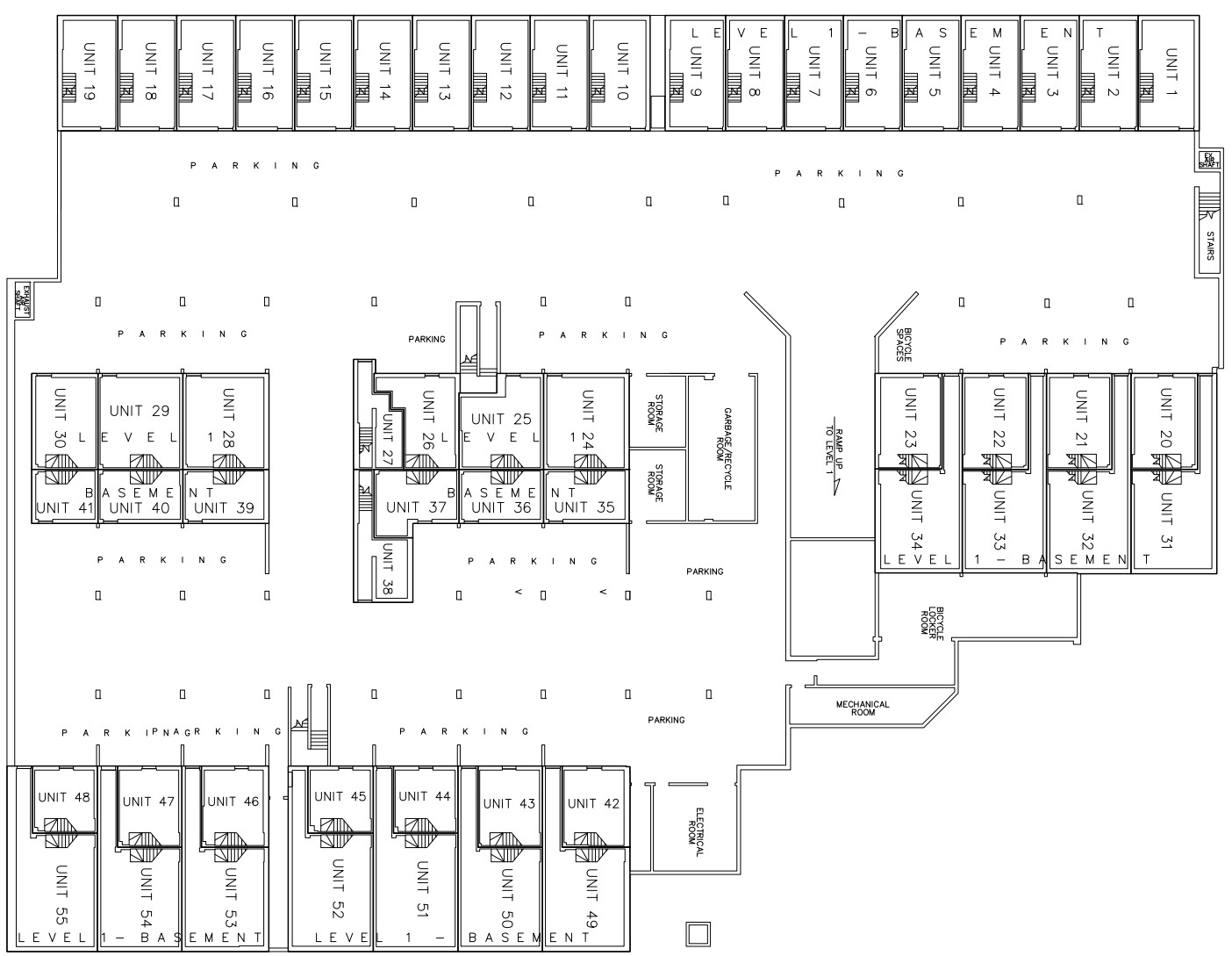
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MARCH 9, 2017

DRAWN BY : A.P.

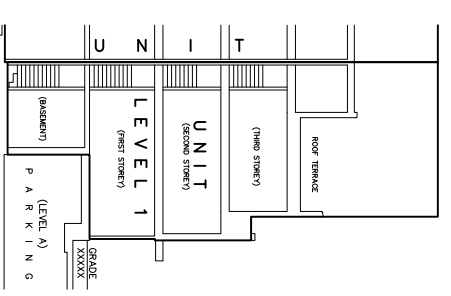
TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(BASEMENT)



SCALE 1 : 200

R. AVIS SURVEYING INC.
METRIC : DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

MARCH 9, 2017

NOTES AND LEGEND
— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS

R. AVIS SURVEYING INC.

 235 YORKVILLE AVENUE
 TORONTO, ONTARIO
 M2J 4Y8
 TEL : (416) 490-8332
 WWW.RAVISSURVEYING.COM
 PROJECT N^o : 2823-2
 DRAWING N^o : 2823-2L1-55
 FAX : (416) 491-6206
 DRAWN BY : A.P.

SCHEDULE “B” TO THE AGREEMENT OF PURCHASE AND SALE

FEATURES AND FINISHES

Architectural Features

- Brick, stone and stucco facades as per plan and model elevations.
- Architecturally selected energy efficient windows complete with thermal glazing and removable screens.
- Architecturally selected exterior front entry door with high security locking mechanism.

Kitchen Features

- Contemporary European design cabinetry in selection of wood stained and coloured finishes from Vendor’s samples.
- Stone countertops in a selection of marbles, granites and quartz from Vendor’s samples.
- Island will feature a cantilevered top for bar seating as per plan.
- Undermount stainless steel sink with pull out faucet.
- Matching designer backsplash in selection of stones, marbles or glass tiles from Vendor’s samples.
- Designer selected ceiling mount lighting.
- Brand name appliance package including:
 - Stainless steel finish gas range
 - Stainless steel finish dishwasher
 - Stainless steel finish refrigerator
 - Stainless steel finish over the range microwave

Bathroom Features

- Contemporary European design cabinetry in selection of wood stained and coloured finishes from Vendor’s samples.
- Stone countertops in a selection of marbles, granites and quartz from Vendor’s samples.
- Soaker tub in bedroom ensuite bathrooms, as per plan.
- Freestanding bathtub in Master ensuite, as per plan.
- Temperature controlled mixing valve to tub/shower.
- Vanity mirrors with polished edges above basin vanity.
- Ceramic tile tub/shower surround from Vendor’s samples
- Ceramic tile flooring from Vendor’s samples
- Pedestal sink in powder room.
- Privacy locks on all bathroom doors.
- Designer selected wall mounted lighting above vanity.

Laundry Area Features

- Ceramic tile flooring.
- Full size front load washer and dryer vented to exterior.

Roof Deck / Exterior Features

- Exterior duplex outlet.
- Exterior non-freeze hose bib connection.
- Exterior quick disconnecting gas barbeque connection.
- Steel insulated door leading to roof deck terrace.
- Exterior insulated garden door leading to rear yard as per plan.

General Features

- Approximately 9'-0" ceiling height on ground floor *
- Prefinished hardwood flooring on main floor and bedroom floors per plans from Vendor's samples
- Oak handrails and pickets with stain finish.
- Oak staircase with stain finish.
- Gas fireplace with selection of marble or stone surround from Vendor's samples, as per plan.
- White painted doors with contemporary style hardware of brushed chrome finish.
- Approximately 5" contemporary baseboards throughout with approximately 3" casings on all windows and doorways.
- Sliding panel doors to closets complete with shelving.
- Smooth paint finished ceilings.

Engineering Features

- iPad Home Control system for lighting, security, heating/cooling and sound, including iPad2 and docking station.
- Service panels with circuit breakers.
- Pre-wired television outlets in bedrooms and family room as per plans.
- 30 standard pot lights.
- Designer selected lighting fixtures in main entrance, kitchen and main bathroom.
- Pre-wired telephone outlets in kitchen, family room and bedrooms.
- Rough-in security system.
- Smoke and carbon monoxide detectors as per code.
- High velocity heating and air-conditioning system.
- Individually meter hydro, gas and water.

Basement Features

- Finished with drywall and painted white.

- Broadloom flooring with underpadding from Vendor's samples.
- Insulated metal entry door system.

General

- Subject to paragraph 4 of the Agreement of Purchase and Sale of which this Schedule "B" forms part, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule "B" or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
 - Marble and wood are subject to natural variations in colour and grain. Ceramic tile and broadloom are subject to pattern, shade and colour variations. Floors and specific finishes will depend on Vendors package as selected. All specifications, dimensions and materials are subject to change without notice.
 - If the Dwelling is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least seven (7) days prior to notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule "B" provided that such materials and items are of equal quality to or better than the materials and items set out herein.
 - The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
 - References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent model.
 - All dimensions, if any, are approximate.
 - All specifications and materials are subject to change without notice.
 - Pursuant to this Agreement or this Schedule "B" or pursuant to a supplementary agreement or purchase order the Purchase may have requested the Vendor to construct an additional feature within the Dwelling which is in the nature of an optional extra (such as, by way of example only, a fireplace); if, as a result of building, construction or site conditions within the Dwelling or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
 - Floor and specific features will depend on the Vendor's package as selected.
 - Actual usable floor space may vary from the stated floor area.
- * Ceiling Heights in some areas may be lower due to heating/ventilation supply ductwork.

E. & O.E.

SCHEDULE "C" TO THE AGREEMENT OF PURCHASE AND SALE

TERMS OF OCCUPANCY LICENCE

1. The transfer of title to the Unit shall take place on the Title Transfer Date upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.
2. The Purchaser shall pay or have paid to the Vendor, on or before the Occupancy Date, by lawyers certified trust cheque drawn on a Canadian chartered bank or wire transfer the amount set forth in Paragraph 1(b) of this Agreement without adjustment. Upon payment of such amount on the Occupancy Date, the Vendor grants to the Purchaser a licence to occupy the Unit from the Occupancy Date.
3. The Purchaser shall pay to the Vendor (or as it may direct in writing) the Occupancy Fee calculated as follows:
 - (a) the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate.
 - (b) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit (including local improvement charges pursuant to the Local Improvement Charges Act, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed, notwithstanding the same may not have been levied or paid on the Title Transfer Date; and
 - (c) the projected monthly common expense contribution for the Unit;as an occupancy charge on the first day of each month in advance during Interim Occupancy, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee following notice from the Vendor. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Title Transfer Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor and any amount owing by one party to the other shall be paid upon demand.
4. The Purchaser shall be allowed to remain in occupancy of the Unit during Interim Occupancy provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession

forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.

5. At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor pursuant to this Agreement, in the same manner as if the closing of the transaction was taking place at that time.
6. The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor shall destroy all unused post-dated Occupancy Fee cheques on or shortly after the Title Transfer Date.
7. The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.
8. The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.
9. Subject to the rights of the Vendor under Paragraph 19(b) of the attached Agreement, the Vendor covenants to proceed with all due diligence and dispatch to register the Creating Documents. If the Vendor for any reason whatsoever is unable to register the Creating Documents and therefore is unable to deliver a registrable Transfer/Deed to the Purchaser within twenty-four (24) months after the Occupancy Date, the Purchaser or Vendor shall have the right after such twenty-four (24) month period to give sixty (60) days written notice to the other, of an intention to terminate the Occupancy Licence and this Agreement. If the Vendor and Purchaser consent to termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and the provisions of Paragraph 19 of the attached Agreement shall apply, subject however, to the right of the Vendor to claim reimbursement from the Purchaser of any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor and Purchaser do not consent to termination, the provisions of subsection 79(3) of the Act may be invoked by the Vendor.
10. The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
11. The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful misconduct.
12. The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of

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

13. In accordance with subsections 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy Licence during Interim Occupancy.
14. The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser and the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in Paragraph 19 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

SCHEDULE "D" TO THE AGREEMENT OF PURCHASE AND SALE

WARNING CLAUSES

1. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction.
2. The Purchaser specifically acknowledges and agrees that the Condominium will be developed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of the Property to major arterial roadways, (including Queen Street West and Dundas Street West), CN railway lands, and TTC transit operations may result in noise, vibration, electromagnetic interference, and stray current transmissions ("**Interferences**") to the Property and despite the inclusion of control features within the Condominium. These Interferences may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns, and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence (subject to amendment by any wording or text recommended by the Vendor's noise consultants or by any of the governmental authorities) may be registered on title to the Property on the Title Transfer Date, if, in fact, same is required by any of the governmental authorities. Without limiting the generality of the foregoing, the Purchaser specifically acknowledges that the following noise warning clause has been inserted in this Agreement, at the request of the governmental authorities, namely: "Purchasers and Tenants are advised that despite the inclusion of noise control measures within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the residential occupants as the outdoor sound levels exceed the Ministry of the Environment and Climate Change's noise criteria. Glazing constructions have been selected and this residential Unit has been supplied with a central air conditioning system, which will allow exterior doors and windows to remain closed so that the indoor sound levels from road traffic and rail operations are within the Ministry of the Environment and Climate Change's noise criteria."
3. Without limiting the generality of Paragraph 2 above, the Purchaser acknowledges and agrees that:
 - (a) The residential Units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment and Climate Change's noise criteria.
 - (b) 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 temporarily cause noise and inconvenience to the residential occupants.

4. The Purchaser acknowledges that the Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy date, all at the Purchaser's sole cost and expense.
5. It is further acknowledged that one or more of the Development Agreements may require the Vendor to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines or airports. The Purchaser agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that this Agreement has been entered into, or at any time thereafter up to the Title Transfer Date, and the Purchaser further covenants and agrees to execute, forthwith upon the Vendor's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Vendor.
6. The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, Vendor Representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Occupancy date, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
7. The Vendor hereby reserves the right to increase or decrease the final number of residential, parking and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the residential Units ultimately comprised within the Condominium which have not yet been sold by the Vendor to any unit purchaser(s), all in the Vendor's sole discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the residential/parking and/or other ancillary Unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the residential and/or parking units sold by the Vendor to the Purchaser. Without limiting the generality of the foregoing, the Purchaser further acknowledges and agrees that one or more units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential Unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the Disclosure Statement prepared and delivered by the Vendor to the Purchaser in connection with this transaction.
8. The Purchaser hereby acknowledges and agrees that the Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential Unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for

directly contacting the Vendor's Representative in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date, (or any acceleration or extension thereof, as aforesaid).

9. Despite the best efforts of the Toronto District School Board, sufficient accommodation might not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred.
10. The Purchaser hereby agrees for the purpose of transportation to school, if bussing is provided by the Toronto District School board in accordance with the Board's policy, that students will not be bussed from home to school, but will meet the bus at designated locations in or outside of the area.
11. UC Leslieville was enrolled as a registered builder with the New Home Warranty Program under the *Ontario New Home Warranty Plan Act* which is administered by Tarion Warranty Corporation. The Purchaser is advised to become familiar with his/her rights under the warranty program, as set out in the Tarion Homeowner Information Package, and with the requirements to provide notices to Tarion Warranty Corporation with respect to any building deficiencies or the quality of workmanship items in order to make claims under the warranty program, including the following:
 - (a) As part of the administration of the New Home Warranty Program a vendor/builder is required to conduct a Pre-Delivery Inspection (PDI) of all freehold homes and condominium units which is a formal record of the home's condition before the Purchaser takes possession and which will be used as a reference for future warranty service requests.
 - (b) The Purchaser is also advised that Tarion Warranty Corporation requires that the Purchaser must notify Tarion Warranty Corporation of outstanding warranty items by submitting a "30-day Form" to Tarion Warranty Corporation at Tarion Customer Centre, 5150 Yonge Street, Concourse Level, Toronto Ontario, M2N 6L8 or by mail, courier or fax to 1-877-664-9710 before the end of the first (30) days of possession of a home by the Purchaser.
 - (c) The Purchaser is advised that he/she must complete and submit a Year End Form to notify Tarion Warranty Corporation of outstanding warranty items in the final thirty (30) days of the first year of possession of a home by the Purchaser.
 - (d) The Purchaser is advised that he/she must complete and submit a Second-Year Form to notify Tarion Warranty Corporation of outstanding warranty items in the final thirty (30) days of the second year of possession of a home by the Purchaser.

Purchasers are advised that failure by them to submit the required notices to Tarion Warranty Corporation on a timely basis may affect their ability to make claims under the New Home Warranty Program.

12. Purchasers acknowledge and agree that they are absolutely prohibited from altering the grading and/or drainage patterns established by the Vendor in respect of the Condominium, and subject to the provisions of the declaration, by-laws and rules of the Condominium in force from time to time, residents shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the common elements of the Condominium save in accordance with the Creating Documents.
13. The Purchaser acknowledges and agrees that the primary HVAC equipment servicing the building (the “**Condominium Equipment**”) may be furnished by an equipment lessor or owned by a supplier of geothermal heating and cooling, as determined by the Vendor in its sole discretion. In such event, the Condominium Equipment shall not be considered fixtures appurtenant to the Common Elements and shall constitute chattel property owned and retained by the lessor of the Condominium Equipment or geothermal supplier, as the case maybe. Accordingly, ownership of the Condominium Equipment is not included in the common interest attaching to the Unit purchased herein. Please consult the Condominium Documents for further information.
14. In addition to the above, the Purchaser acknowledges and agrees that in accordance with the Disclosure Statement and Declaration provided to the Purchaser for this project, the Vendor is reserving the right, in its sole and absolute discretion to sell the geothermal heating and cooling system and equipment (the “**Geothermal System**”) to the Condominium Corporation at a cost of \$800,000.00 plus HST. In such event, the Vendor shall arrange a loan, which may be a green loan, for the full amount of the purchase price of the Geothermal System plus HST, which loan will be secured against any service units associated with the Geothermal System, as well as against the Common Elements. The terms of the loan are discussed in greater detail in the Disclosure Statement.
15. The Purchaser acknowledges and agrees that the Vendor reserves the right to add or relocate certain mechanical equipment within the Unit, including but not limited to, HVAC equipment and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.
16. The Purchaser of Units 23, 24, 34 and 35 are advised that the ramp to the Condominium’s underground garage and Type G loading facility is located in close proximity to their Units.
17. Noise levels caused by the garage doors, mechanical facilities, loading areas may occasionally cause noise and inconvenience to residential occupants and visitors. At the point in time when the Residential Unit is required to be occupied by the Purchaser in accordance with the provisions of this Agreement, there may still be outstanding construction and/or finishing work to be undertaken by the Vendor/Declarant or the Vendor/Declarant’s trades to portions of the exterior and/or interior of the Condominium which, pending the completion of all construction and finishing work in respect of the Condominium, may: (i) require the continued placement construction equipment and materials which may cause excessive levels of noise, vibration, dust and/or debris, which noise, vibration, dust and/or debris may be of concern to the Purchaser and may interfere with some activities of the Residential Unit’s occupants. The Purchaser acknowledges that there may be noise, inconvenience and disruption to living conditions during construction of the Condominium. The Purchaser covenants that it will not interfere with the construction and completion of any portion of the Condominium by the Vendor or the Vendor’s trades as they carry out their work. The Purchaser agrees that the foregoing may be pleaded as a bar to any objection thereto and the Vendor and its successors and assigns, and its and their affiliated entities shall not be responsible for any such claim

18. All Purchasers are advised that residents of the Condominium **may not** be permitted to purchase City of Toronto parking permits for street parking on Curzon Street or Jones Avenue.
19. Purchasers are advised that marketing material and site drawings and renderings (“**Marketing Material**”) which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor’s or Vendor’s Representative’s design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor’s obligations hereunder.
20. The Municipality 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 the site and the cost of same will be included in the common expense fees,
21. The Purchasers acknowledge that the supply of electricity and/or water to each residential unit may be individually metered (the “**Unit Meter**”) for consumption within the residential unit and the Purchaser will be invoiced for such consumption and all service or administration charges relating thereto (the “**Unit Invoices**”) either by one or more private corporations providing re-sale, meter reading, payment and invoicing services to the Condominium corporation and Purchaser and/or by a water or hydro-electricity service provider or re-seller (collectively the “**Service Provider**”). The Unit Invoices will include the costs of all water and/or electrical power consumed by the residential unit as well as service charges based on per litre or gallon of water, per kilowatt per hour electricity consumed and other administration charges applicable to the metering service (with the costs of electricity, and other service charges hereinafter collectively referred to as the “**Unit Services**”). The Purchaser shall be responsible to pay the Unit Invoices in respect of the Unit Services as and when same are due and payable and such amounts, after the registration of the Condominium, shall be in addition to the common expenses payable by the Purchaser and shall not be included in the said common expenses. The cost of such Unit Services shall constitute an additional charge and such payment will not be credited against such Purchaser’s obligation to pay occupancy fees in respect of the Purchaser’s occupation of the residential unit. In addition to the Unit Invoices, the Service Provider may oblige the Purchaser to provide and/or replenish a security deposit, from time to time, in respect of Unit Services and such security deposit may be collected by the Vendor on closing. In the event that the Purchaser fails to pay the Unit Invoices on the due date, the Service Provider or the Condominium corporation shall have the right to use the security deposit to satisfy the Unit Invoices and/or the right to terminate the supply of the Unit Service to the residential unit, and not to commence supplying such Unit Services again unless and until the Purchaser provides or replenishes the security deposit and pays the Unit Invoices. In addition, the Condominium corporation shall have the right collect any amounts that are due and owing, which shall be deemed to be additional contributions toward common expenses and recoverable as such. The Purchaser covenants and agrees to execute, upon request, any metering/invoicing/leasing/service or utility supply agreement, or assumption of acknowledgment of same, as required by the Service Provider and/or Vendor. This shall not be deemed to be a representation and/or guarantee that there shall be individually metered and invoiced heat, energy, water and/or electricity services to the Units. The Purchaser should refer to the disclosure statement provided with respect to Condominium in this regard
22. The Purchaser acknowledges and agrees that the hot water heater, storage tank and ancillary devices (“**Hot Water Equipment**”) located within his or her Unit is owned by a third party company, and is not being acquired by the Purchaser on the Title Transfer Date. The owner of the Hot Water Equipment, shall have the right to attach markings or identification plates to the Hot Water Equipment, to give notice of its ownership interest, which are not to be removed or

tampered with. The owner of the Hot Water Equipment reserves the right to register a notice of security interest against the Unit, related to the Hot Water Equipment. As a condition of closing, the Purchaser shall on either the Occupancy Date or the Title Transfer Date, as determined by the Vendor, in its sole and absolute discretion, enter into or assume an equipment rental agreement or lease (the “**Lease**”) for the use of the Hot Water Equipment. The Purchaser further acknowledges and agrees that by entering into or assuming the Lease, the Purchaser shall be fully responsible for all rental payments (presently estimated to be approximately \$50 per month, plus HST) and other costs associated with the Lease, including any security deposit required under the Lease. The Purchaser acknowledges and agrees that in the event that the Purchaser sells or assigns his/her Unit, on the closing of that transaction, the Purchaser shall assign and the transferee shall assume all of the rights and obligations under the Lease, and a copy of the assignment and assumption agreement shall be sent to the owner of the Hot Water Equipment. In addition, in the event that the Purchaser is in default of the Lease or does not assign or assume the Lease on its closing day, then the lessor under the Lease or its representative, accompanied by the property manager or another representative of the Condominium, may enter onto the common elements of the Condominium and enter into the Unit to remove the Hot Water Equipment at the Purchaser’s sole cost and expense. Any costs incurred by the Condominium related to the removal of the Hot Water Equipment shall be the sole responsibility of the Purchaser and all such amounts shall be collected by the Condominium as if same were Common Expenses. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for any losses, costs or damages incurred by the Purchaser as a result of the removal of the Hot Water Equipment, as contemplated herein. This condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor at any time prior to 6:00 pm on the Closing Date by providing notice to the Purchaser of the Vendor’s intention to waive this condition.

SCHEDULE "G" TO THE AGREEMENT OF PURCHASE AND SALE
PROPOSED PARKING PLAN



SCALE 1:200
 R. AYS SURVEYING INC.
 METRIC DIMENSIONS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND
 --- GENERAL BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS
 - - - - - DESIGNATED VISITOR'S PARKING SPACE



PLAN VIEW SHOWING
 RESIDENTIAL UNITS 1 TO 55 INCLUSIVE ON LEVEL 1 (BASEMENT)
 RESIDENTIAL PARKING UNITS 1 TO 88 INCLUSIVE
 BICYCLE STORAGE UNITS 87 TO 99 INCLUSIVE
 AND 7 VISITOR PARKING SPACES
 ON LEVEL A

R. AYS SURVEYING INC.
 SUITE 201
 128 HURONTARIO SQUARE
 TORONTO, ONTARIO
 M5S 1P8
 TEL: (416) 593-1242 www.aysurveying.com FAX: (416) 593-0268

SCHEDULE "H" TO THE AGREEMENT OF PURCHASE AND SALE

CONFIRMATION OF RECEIPT

THE UNDERSIGNED being the Purchaser of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. Disclosure Statement (including Table of Contents);
2. Budget Statement for the one (1) year immediately following the registration of the proposed Declaration and Description;
3. the proposed Declaration;
4. the proposed By-Laws;
5. the proposed Rules;
6. the proposed Management Agreement;
7. the preliminary draft Plan of Condominium; and
8. a copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.

The Purchaser hereby acknowledges that receipt of the disclosure documents Disclosure Statement and accompanying documents referred to in paragraphs 1-8 above may have been in an electronic format and that such delivery satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act in respect of the return of the deposit(s) paid under the Agreement to which this Schedule is attached, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the Agreement to which this Schedule is attached and obtain a refund of all deposits paid thereunder (together with all interest accrued thereon at the rate prescribed by the Act, if applicable), provided written notice of the Purchaser's desire to so rescind or terminate the Agreement is delivered to the Vendor or the Vendor's Solicitors within ten (10) days after the date set out below.

DATED at Toronto, this _____ day of _____, 20__.

WITNESS:

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)
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)
)
)
)
)
)

Purchaser

Purchaser

SCHEDULE "P" TO THE AGREEMENT OF PURCHASE AND SALE
PURCHASER PACKAGE APPROVAL ORDER

**SCHEDULE "S" TO THE AGREEMENT OF PURCHASE AND SALE
SETTLEMENT APPROVAL ORDER**

SCHEDULE "TA" TO THE AGREEMENT OF PURCHASE AND SALE
TARION WARRANTY CORPORATION STATEMENT OF CRITICAL DATES
AND ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

Property _____ Unit _____, Level _____
 50 Curzon Street, Toronto, Ontario

**Statement of Critical Dates
 Delayed Occupancy Warranty**

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

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability

VENDOR _____
 Full Name(s)

PURCHASER _____
 Full Name(s)

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ____ day of _____, 20__.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date. the 1st day of February, 2018.
 Final Tentative Occupancy Date

or

the ____ day of _____, 20__
 Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

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

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is: the 15th day of November, 2019.

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 one or more times 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.

the ____ day of _____, 20__

3. Purchaser's Termination Period

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

the 16th day of December, 2019

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

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

Acknowledged this ____ day of _____, 20__

VENDOR: _____

PURCHASER: _____

Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability

Full Name(s) 41277	200 Bay Street, Royal Bank Plaza, South Tower
Tarion Registration Number 416.847.5151	Address Toronto ON M5J 2J1
Phone 416.847.5201	City Province Postal Code
Fax	Rgrunelr@alvarezandmarsal.com Email*

PURCHASER

Full Name(s)			
Address	City	Province	Postal Code
Phone			
Fax	Email*		

PROPERTY DESCRIPTION

50 Curzon Street			
Municipal Address Toronto	ON	M4M 3B4	
City PIN 21051-0408 (LT)	Province	Postal Code	
Short Legal Description			

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building. Yes No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: has occurred; or is expected to occur by the _____ day of _____, 20____.

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

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

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **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) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date.
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

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

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

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., the 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), (ii) and (iv) above shall not apply.

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. Yes No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

The date by which Condition #1 is to be satisfied is the ____ day of _____, 20 ____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

The date by which Condition #2 is to be satisfied is the ____ day of _____, 20 ____.

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code -- Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):
- (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) If the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

"Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means completion of the sale of the home, including transfer of title to the home to the Purchaser.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

"Critical Dates" means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final 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.

"Final Tentative Occupancy Date" means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

"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.

"Formal Zoning Approval" occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

"Occupancy" means the right to use or occupy the home in accordance with the Purchase Agreement.

"Occupancy Date" means the date the Purchaser is given Occupancy.

"Outside Occupancy Date" means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

"Property" or "home" means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

"Roof Assembly Date" means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5

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

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

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

(a) upon receipt of Approval from an Approving Authority for:

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

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

(b) upon:

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

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

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

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

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

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

(New Purchasers)

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:

1. Paragraph 6(d)(vii) of the Purchase Agreement: The Purchaser shall be responsible for a sum of Fifty Dollars (\$50.00) for each cheque tendered pursuant to Paragraph 1(a) and 1(b) of this Agreement and for any cheque tendered for any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfilment of the requirements of subsection 81(6) of the Act.
2. Paragraph 6(d)(viii) of the Purchase Agreement: The Purchaser shall be responsible for the sum of Two Hundred Dollars (\$200.00) payable to the Corporation for deposit to the Reserve Fund Account.
3. Paragraph 6(d)(x) of the Purchase Agreement: The Vendor's Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the "**Title Insurer**") in order to centralize underwriting for the project and avoid unnecessary duplication of costs for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Title Transfer Date an administration fee of two hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement.
4. Paragraph 6(h) of the Purchase Agreement: The Purchaser shall pay an administration fee of Two Hundred and Fifty Dollars (\$250.00) shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor's Solicitors and not accepted by the Vendor's or the Vendor's Solicitor's bank for any reason. At the Vendor's option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser
5. Paragraph 13(a) of the Purchase Agreement: The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the Final Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice of the extension of the Final Tentative Occupancy Date or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor (and for greater certainty, not against the Receiver) up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00), as more particularly set forth in the Regulations to the ONHWPA, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.

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. Paragraph 6(b)(i) of the Purchase Agreement: The Purchaser shall be responsible for realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall be remitted to the relevant taxing authority on account of the Unit. Alternatively, the Vendor in its sole discretion, shall be entitled to provide a credit in favour of the Purchaser on the final statement of adjustments in an amount equal to the realty tax component of the Occupancy Fees paid, and adjust separately for realty taxes based on the land only. In such event, the Purchaser shall assume and be solely responsible for any and all OMIT or supplementary taxes assessed against the Unit, including any such OMIT or supplementary taxes assessed for a period prior to the Title Transfer Date. In addition, the Vendor shall not be required to readjust for any realty taxes following the Title Transfer Date, and no undertaking to readjust shall be provided to the Purchaser. Notwithstanding the foregoing, the Purchaser shall complete the transaction contemplated by this Agreement on the Title Transfer Date, without holdback or abatement of any kind.
2. Paragraph 6(b)(ii) of the Purchase Agreement: The Purchaser shall be responsible for common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
3. Paragraph 6(c) of the Purchase Agreement: The Purchaser shall be responsible for all interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with Paragraph 5 of this Agreement.
4. Paragraph 6(d)(i) of the Purchase Agreement: The Purchaser shall be responsible for any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government.
5. Paragraph 6(d)(ii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any increase in development charge(s) and/or education development charge(s) (the “Levies”) assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27 as amended from time to time, and the *Education Act*, R.S.O. 1990, c. E.2, as amended from time to time, over the amount of such charges that would be exigible as of February 1, 2011 and the amount of any new Levies that were not exigible as of February 1, 2011 with respect to the property and were subsequently assessed against the property or attributable to the Unit.
6. Paragraph 6(d)(iii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule “D” to the Declaration;
7. Paragraph 6(d)(iv) of the Purchase Agreement: The Purchaser shall be responsible for the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto).
8. Paragraph 6(d)(v) of the Purchase Agreement: The Purchaser shall be responsible for the cost of utility meter installations, water and sewer service connection charges, hydro and gas meter or sub-meter installation, and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser’s portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the registered Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor’s or Vendor’s Representative’s engineers specifying the said charges and costs shall be final and binding on the Purchaser.
9. Paragraph 6(d)(vi) of the Purchase Agreement: The Purchaser shall be responsible for the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
10. Paragraph 6(d)(ix) of the Purchase Agreement: The Purchaser shall be responsible for the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;

11. Paragraph 6(e) of the Purchase Agreement: The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services and/or geothermal heating and cooling services to the Condominium or Unit (the “**Service Supplier**”) on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Service Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.

12. Paragraph 6(f) of the Purchase Agreement: It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the “**HST**”) less the Rebate as defined below, and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. Where the Purchaser intends to avail himself/herself of the HST rebate on the statement of adjustments, the Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue (collectively, the “**Rebate**”), in its Information Notice dated June 2009 – No. 2 (the “**Ontario Circular**”) and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser’s relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser’s acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser’s own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the “**Transitional Rebate**”) in connection with the Purchaser’s acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser’s rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser’s claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor’s or Vendor’s solicitors request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor’s solicitors may reasonably require in order to confirm the Purchaser’s entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively, the “**Rebate Forms**”). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser’s failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

(i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor’s solicitors forthwith upon the Vendor’s or the Vendor’s solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor’s solicitors may reasonably require from the Purchaser or the Purchaser’s solicitor in order to confirm the Purchaser’s eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or

(ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor’s belief or position on this matter is communicated to the Purchaser or the Purchaser’s solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor’s belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

13. Paragraph 6(g) of the Purchase Agreement: the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor

which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the “**Reduction**”), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

14. Paragraph 23(b) of the Purchase Agreement. If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in Paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule “C”, and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule “C”.

15. Any amounts associated with or related to paragraph 25(c).

16. Any amounts associated with or related to paragraph 22 of Schedule D.

17. Any amounts associated with or related to paragraph 5.

Schedule "C"

Standard Home Automatization Package

Attached.

Schedule "C"

M/M/MO.

Head Office
2901 Steeles Ave. W. Unit 6
Toronto, ON M3J 3A5
www.taggroup.ca
T: (416) 736-8600
F: (416) 736-8601
info@taggroup.ca

Showroom
2899 Steeles Ave. W. Unit 17

KEELE

FRIDAY @ 8:00

Re: Automated Interiors – Standard Package

Congratulations on the purchase of your new home. Automated Interiors Inc. has been retained by Urbancorp Developments to provide the Home Automation package to your new home that comes standard with every home. Please see below on what your standard package includes.

Qty	Standard Home Automation Package - Included with home from Urban Developments
-----	---

- | | |
|---|---|
| 1 | Pair of Sonance original series in ceiling speakers complete with rough-in brackets and wiring |
| 1 | Sonos zone amplifier to be connected to speakers noted above |
| 1 | 4 Port wireless router to be installed in the basement mechanical room |
| 1 | Lutron Radio Ra 2 main system processor |
| 1 | Lutron Radio Ra 2 Hybrid Keypad to replace 1 standard switch |
| 3 | Lutron Radio Ra 2 Dimmers to replace standard switches |
| 1 | Lutron Radio Ra 2 Thermostat to replace standard thermostat. |
| 1 | Apple iPad with WI-FI connectivity and 16 GB of internal memory |
| | Lutron Radio RA App to control your Lutron switches, Sonos App to control your music, and Interactive App to control your Security System |
| 1 | Free Standing iPad docking station for charging the iPad |
| 1 | Security System Pre-Wire - Front Door Keypad, 2 Door Contacts and 1 Motions detector, all home run to basement |

Subject to paragraph 4 of the Agreement of Purchase and Sale of which this Standard Home Automation Package forms part, the Vendor shall have the right to substitute other products and materials for those listed in this letter or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.

Page 1

Schedule “D”
List with Upgrades

Attached.

**Schedule "D" List of Upgrades
Document Type**

Unit	Colour Selection and Colour Chart	Description of Purchaser and Sale Structural changes Amendment	Addendum OR Amendment to the Agreement of Purchase and Sale	Automatic Interiors
101	8-21-14	N/A	N/A	8-7-14
	4 pages	N/A	N/A	1 page - dwg
102	8-20-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info
105	8-26-14	5-20-14	7-14-14	2016-10-25
	4 pages	2 pages	1 page	email 1 page
106	8-26-14	N/A	N/A	5-13-14
	4 pages	N/A	N/A	1 page - dwg
107	8-27-14	5-20-14	9-29-11	8-11-14
	4 pages	2 pages	9-19-11	1 page
			3 pages	
108	8-25-14	5-15-14	7-10-14	N/A
	4 pages	2 pages	1 page	N/A
109	8-28-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
111	9-4-14	N/A	7-11-11	8-6-14
	4 pages	N/A	1 page	1 page
112	8-28-14	N/A	N/A	8-12-14
	4 pages	N/A	N/A	7 pages

**Schedule "D" List of Upgrades
Document Type**

Unit	Colour Selection and Colour Chart	Description of Purchaser and Sale Structural changes Amendment	Addendum OR Amendment to the Agreement of Purchase and Sale	Automatic Interiors
115	8-25-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
116	8-20-14	N/A	1-27-15	N/A
	4 pages	N/A	2 pages	N/A
117	8-19-14	5-7-14	8-28-11	8-15-14
	4 pages	2 pages	1 page	2 pages
118	8-21-14	6-27-11	7-27-15 email	no info
			6-27-11	no info
	4 pages	1 page	2 pages	no info
119	8-25-14	N/A	1-28-15	N/A
	4 pages	N/A	2 pages	N/A
201	7-29-14	N/A	N/A	7-29-14
	4 pages	N/A	N/A	3 pages
202	7-28-14	N/A	N/A	8-7-14
	4 pages	N/A	N/A	2 pages
203	7-22-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
205	8-20-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info
207	7-24-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info

**Schedule "D" List of Upgrades
Document Type**

Unit	Colour Selection and Colour Chart	Description of Purchaser and Sale Structural changes Amendment	Addendum OR Amendment to the Agreement of Purchase and Sale	Automatic Interiors
208	7-28-14	N/A	N/A	5-13-14
	4 pages	N/A	N/A	1 page
209	7-28-14	6-2-14	7-10-14	N/A
			7-14-11	N/A
	4 pages	2 pages	6-30-11		3 pages
210	8-20-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info
301	8-7-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
302	8-14-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
303	8-14-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info
306	8-18-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
307	8-12-14	N/A	N/A	6-11-14
	4 pages	N/A	N/A	1 page dwg
308	8-18-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A

**Schedule "D" List of Upgrades
Document Type**

Unit	Colour Selection and Colour Chart	Description of Purchaser and Sale Structural changes Amendment	Addendum OR Amendment to the Agreement of Purchase and Sale	Automatic Interiors
309	8-11-14	N/A	7-10-14	N/A
	4 pages	N/A	1 page	N/A
310	8-13-14	N/A	9-27-11	no info
	4 pages	N/A	1 page	no info

311	8-19-14	5-8-14	9-13-11	N/A
	4 pages	2 pages	1 page	N/A

312	8-18-14	N/A	N/A	5-13-14
	4 pages	N/A	N/A	1 page dwg

315	8-13-14	9-15-14	6-29-11	N/A
			7-7-11	N/A
	4 pages	2 pages	7-10-14		N/A
			3 pages	

317	8-6-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info

318	8-18-14	5-9-14	6-27-11	N/A
			6-16-11	N/A
	4 pages	2 pages	7-10-14		N/A
			3 pages	

319	8-11-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A

501	7-16-14	N/A	7-10-14	N/A
	4 pages	N/A	1 page	N/A

**Schedule "D" List of Upgrades
Document Type**

Unit	Colour Selection and Colour Chart	Description of Purchaser and Sale Structural changes Amendment	Addendum OR Amendment to the Agreement of Purchase and Sale	Automatic Interiors
502	7-21-14	N/A	7-10-11	N/A
			7-10-14	
	4 pages	N/A	2 pages	N/A
<hr/>				
503	7-14-14	N/A	7-10-11	5-13-14
	4 pages	N/A	1 page	1 page dwg
505	7-17-14	N/A	7-24-11	7-24-14
	4 pages	N/A	1 page	4 pages
<hr/>				
506	11-20-14	5-21-14	9-14-11	7-21-14
			9-11-11	1 page
			9-12-11	
			11-13-14 email	
	4 pages	2 pages	7-10-14	
		5 pages		
<hr/>				
507	7-14-14	N/A	9-5-11	7-31-14
	4 pages	N/A	1 page	2page
<hr/>				
508	7-9-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info
<hr/>				
509	1-14-15	N/A	8-6-11	7-31-14
	4 pages	N/A	1 page	1 page

**Schedule "D" List of Upgrades
Document Type**

Unit	Colour Selection and Colour Chart	Description of Purchaser and Sale Structural changes Amendment	Addendum OR Amendment to the Agreement of Purchase and Sale	Automatic Interiors
510	7-3-14	13-5-14	9-11-11	N/A
			9-13-11	N/A
			9-11-11	
	4 pages	2 pages	3 pages	
515	7-15--14	N/A	N/A	7-21-14
	4 pages	N/A	N/A	1 page dwg
516	7-15-14	N/A	6-21-11	7-31-14
	4 pages	N/A	1 page	1 page
517	7-16-14	N/A	9-12-11	6-17-14
	4 pages	N/A	1 page	1 page
518	8-5-14	N/A	7-13-11	7-31-14
	4 pages	N/A	1 page	1 page
519	7-3-14	N/A	N/A	7-19-14
	4 pages	N/A	N/A	1 page

**Schedule "D" List of Upgrades
Document Type**

Unit	Colour Selection and Colour Chart	Description of Purchaser and Sale Structural changes Amendment	Addendum OR Amendment to the Agreement of Purchase and Sale	Automatic Interiors
520	7-18-14	N/A	6-23-14	no info
	4 pages	N/A	1 PAGE	no info
521	7-22-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
522	7-15-14	N/A	7-24-11	N/A
	4 pages	N/A	1 page	N/A
523	7-22-14	N/A	N/A	N/A
	4 pages	N/A	N/A	N/A
525	8-18-14	N/A	N/A	no info
	4 pages	N/A	N/A	no info

Schedule “E”

Upgrades Summary

Attached.

Caution: The information contained in this schedule was based on information obtained from the Company's books and records and other sources. A&M has not audited or otherwise verified the information.

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits
101	Leslieville A3	Redacted	No Structural Amendments				\$ -	\$ -	\$ -	\$ -
101	Leslieville A3	Redacted	Throughout except basement: Hardwood flooring- Flyt 2- Dune	Throughout	Colour chart	Design Elementz	\$ 8,300.00	\$ 1,079.00	\$ 9,379.00	\$ -
101	Leslieville A3	Redacted	3rd floor bathroom- Vanity Cabinets- Chocolate Maple	Third floor	Colour chart	Lido Kitchens	\$ 150.00	\$ 19.50	\$ 169.50	\$ -
101	Leslieville A3	Redacted	2nd floor Master ensuite: Floor tiles- Porcelain 24x24 Unicolour Extra white polished	Second floor	Colour chart	Sterling Tile	\$ 1,500.00	\$ 195.00	\$ 1,695.00	\$ -
101	Leslieville A3	Redacted	2nd floor Master Ensuite: Shower floor tiles- Quebec Mosaics unglazed- dark grey 1x1	Second floor	Colour chart	Sterling Tile	\$ 150.00	\$ 19.50	\$ 169.50	\$ -
101	Leslieville A3	Redacted	2nd floor Master Ensuite: Shower floor grout- Pewter Grey 688 588	Second floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	\$ -
101	Leslieville A3	Redacted	2nd floor Master ensuite: Vanity countertop- Blizzard	Second floor	Colour chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00	\$ -
101	Leslieville A3	Redacted	2nd floor Master ensuite: Shower equipment- upgrade Riobel pro balance package US93C+P4004+P724+P518+P458	Second floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	\$ -
101	Leslieville A3	Redacted	Kitchen: Countertop: Blizzard	Main floor	Colour chart	MDF	\$ 3,500.00	\$ 455.00	\$ 3,955.00	\$ -
101	Leslieville A3	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match	Main floor	Colour chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00	\$ -
101	Leslieville A3	Redacted	Upper: High gloss White Base/island: High gloss- Dark Ebony	Main floor	Colour chart	Lido Kitchens	\$ 3,700.00	\$ 481.00	\$ 4,181.00	\$ -
101	Leslieville A3	Redacted	Powder room: Floor tiles- Glazed 12x24 Kelly Grey	Main floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	\$ -
101	Leslieville A3	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 3,121.00	\$ 405.73	\$ 3,526.73	\$ -
							\$ 23,296.00	\$ 3,028.48	\$ 26,324.48	\$ -
102	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	\$ -
102	Leslieville A4	Redacted	NO UPGRADES		Colour chart		\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
105	Leslieville A3	Redacted	Vendor to install TV jack in basement at a cost not to exceed \$100+HST and to be paid by the Vendor	Basement	Structural Amendment	Zed	\$ 100.00	\$ 13.00	\$ 113.00	\$ -
105	Leslieville A3	Redacted	Vendor to install ceiling light cap outlet on main floor with location to be determined at a cost not to exceed \$100+HST and to be paid by the purchaser	Main Floor	Structural Amendment	Zed	\$ 100.00	\$ 13.00	\$ 113.00	\$ -
105	Leslieville A3	Redacted	Vendor to acknowledge that the purchaser has the option to determine the placement of the 30 pot lights throughout the unit at confirmation of electrical at no extra cost to the purchaser. (Note: Purchaser signed off on our standard lighting placement plan.)	Throughout	Structural Amendment	Zed	\$ -	\$ -	\$ -	\$ -
105	Leslieville A4	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout	Structural Amendment	New Gen	\$ 11,300.00	\$ -	\$ 11,300.00	\$ -
105	Leslieville A5	Redacted	2nd floor Master ensuite: Floor tiles- glazed porcelain 12x24 Kelly Ivory	Second floor	Colour chart	Sterling Tile	\$ 600.00	\$ 78.00	\$ 678.00	\$ -
105	Leslieville A6	Redacted	2nd floor master ensuite vanity cabinets- Silken Maple 700 flat square	Second floor	Colour chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00	\$ -
105	Leslieville A6	Redacted	Kitchen: Cabinetry: Ontario White - S-7000 Flat Square Edge	Main floor	Colour chart	Lido Kitchens	\$ 1,800.00	\$ 208.00	\$ 1,808.00	\$ -
105	Leslieville A7	Redacted	Kitchen: backsplash installation- Brick style installation	Main floor	Colour chart	Lido Kitchens	\$ 400.00	\$ 52.00	\$ 452.00	\$ -
							\$ 14,600.00	\$ 429.00	\$ 15,029.00	\$ -
106	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	\$ -
106	Leslieville A4	Redacted	3rd floor bathroom: Floor tiles- 12x24 unicolour dark grey matter	Third floor	Colour chart	Sterling tile	\$ 400.00	\$ 52.00	\$ 452.00	\$ -
106	Leslieville A5	Redacted	3rd floor bathroom: Floor tiles grout colour-Silver Grey 613 513	Third floor	Colour chart	Sterling tile	\$ 200.00	\$ 26.00	\$ 226.00	\$ -
106	Leslieville A6	Redacted	3rd floor floor bathroom: Tub/shpwer shower equipment- Upgrade 1 NJ71C+P881+509C+P428 COMPLETE	Third floor	Colour chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00	\$ -
106	Leslieville A7	Redacted	2nd floor Master ensuite: Floor tiles- porcelain 12x24 unicolour dark grey matte	Second floor	Colour chart	Sterling tile	\$ 800.00	\$ 104.00	\$ 904.00	\$ -
106	Leslieville A8	Redacted	2nd floor Master ensuite: Floor tiles grout-Silver Grey 613 513	Second floor	Colour chart	Sterling tile	\$ 200.00	\$ 26.00	\$ 226.00	\$ -
							\$ 1,800.00	\$ 234.00	\$ 2,034.00	\$ -
107	Leslieville A3	Redacted				MDF	\$ -	\$ -	\$ -	\$ -
107	Leslieville A3	Redacted				Zed	\$ -	\$ -	\$ -	\$ -
107	Leslieville A3	Redacted				New Gen	\$ -	\$ -	\$ -	\$ -
107	Leslieville A3	Redacted	Vendor to relocate 2 piece bathroom from ground floor to basement as per attached plan and to be confirmed at time of electrical / mechanical appointment at no cost to the purchaser	Basement	Structural Amendment	Central	\$ -	\$ -	\$ -	\$ -
107	Leslieville A3	Redacted				Elite Stone	\$ -	\$ -	\$ -	\$ -
107	Leslieville A4	Redacted				Sterling Tile	\$ -	\$ -	\$ -	\$ -
107	Leslieville A5	Redacted				Lido	\$ -	\$ -	\$ -	\$ -
107	Leslieville A3	Redacted	Vendor to remove closet to be confirmed at electrical / mechanical appointment at no cost to the purchaser	Main Floor	Structural Amendment	Lido	\$ -	\$ -	\$ -	\$ -
107	Leslieville A4	Redacted	3rd floor bathroom: Tub/shower equipment- Upgrade 1- NJ17+P881+509C+P428 COMPLETE	Third floor	Colour chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00	\$ -
107	Leslieville A5	Redacted	2nd floor master ensuite: Shower equipment- US93C+P408+P518+P458	Second floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	\$ -
107	Leslieville A6	Redacted	Sound proofing upgrade: One additional layer of 5/8" thick type X gypsum board at one finished side of the demising party wall in the unit	Throuhgout	Colour chart	New Gen	\$ 5,774.30	\$ -	\$ 5,774.30	\$ -
107	Leslieville A6	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 1,975.00	\$ 256.75	\$ 2,231.75	\$ -
							\$ 8,624.30	\$ 370.50	\$ 8,994.80	\$ -

Total Upgrade Paid
\$ 9,379.00
\$ 169.50
\$ 1,695.00
\$ 169.50
\$ 226.00
\$ 1,356.00
\$ 762.75
\$ 3,955.00
\$ 565.00
\$ 4,181.00
\$ 339.00
\$ 3,526.73
\$ 26,324.48
\$ -
\$ -
\$ 113.00
\$ -
\$ 678.00
\$ 565.00
\$ 1,808.00
\$ 452.00
\$ 3,616.00
\$ 452.00
\$ 226.00
\$ 226.00
\$ 904.00
\$ 226.00
\$ 2,034.00
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 226.00
\$ 762.75
\$ -
\$ 2,231.75
\$ 3,220.50

Cheq Amounts	Cheq #	Cheq Date
\$ 22,797.75	002	8/21/2016
\$ -		
\$ 113.00	164.00	6/17/2014
\$ -		
\$ 3,503.00	170	8/30/2014
\$ 3,616.00		
\$ 2,034.00	001092	8/26/2014
\$ -		
\$ -		
\$ 988.75	057	9/1/2014
\$ 2,231.75	credit card	
\$ 3,220.50		

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits	Total Upgrade Paid	Cheq Amounts	Cheq #	Cheq Date
108	Leslieville A3	Redacted	Vendor to install wiring for a heated towel rod outlet in the master bedroom ensuite at purchaser cost	Second Floor	Structural Amendment	Zed	\$ 500.00	\$ 65.00	\$ 565.00	-	\$ 565.00			
108	Leslieville A3	Redacted	Vendor to install wiring for heated flooring in master bedroom ensuite at purchaser cost	Second Floor	Structural Amendment	Zed	\$ 2,600.00	\$ 338.00	\$ 2,938.00	-	\$ 2,938.00			
108	Leslieville A3	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout	Structural Amendment	New Gen	\$ 11,300.00	\$ -	\$ 11,300.00	-	\$ -	\$ 3,593.00	011	5/28/2014
108	Leslieville A3	Redacted	Flooring: Roof deck tile grout colour- putty 605 505	Roof deck	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
108	Leslieville A3	Redacted	Flooring: Gound Floor / Second Floor / Third floor: Play - Chocolate	Throughout	Colour chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00		\$ 5,989.00			
108	Leslieville A3	Redacted	3rd floor bathroom: Floor tiles- 12x24 Palais Grey	Third floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
108	Leslieville A3	Redacted	3rd floor bathroom: Floor grout- Silver grey 613 513	Third floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00	\$ 15,532.25	014	8/25/2014
108	Leslieville A3	Redacted	3rd floor bathroom: Vanity cabinets- Concrete Grooze	Third floor	Colour chart	Lido Kitchens	\$ 150.00	\$ 19.50	\$ 169.50		\$ 169.50			
108	Leslieville A3	Redacted	3rd floor bathroom: Tub,shower equipment- Upgrade 1- NJ17+P881+509C+P428 COMPLETE	Third floor	Colour chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
108	Leslieville A3	Redacted	2nd floor Master Ensuite: Floor tiles- 12x24 Palais White	Second Floor	Colour chart	Sterling Tile	\$ 600.00	\$ 78.00	\$ 678.00		\$ 678.00			
108	Leslieville A3	Redacted	2nd floor Master Ensuite: Shower floor tiles- Quebec Mosaics Artic White 1x1	Second Floor	Colour chart	Sterling Tile	\$ 150.00	\$ 19.50	\$ 169.50		\$ 169.50			
108	Leslieville A3	Redacted	2nd floor Master Ensuite: Tub/shower wall tiles surround- Marble 12x24 Bianco Carrera polished	Second Floor	Colour chart	Sterling Tile	\$ 3,000.00	\$ 390.00	\$ 3,390.00		\$ 3,390.00			
108	Leslieville A3	Redacted	2nd floor Master Ensuite: Vanity cabinets- Artic Grooze	Second Floor	Colour chart	Lido Kitchens	\$ 350.00	\$ 45.50	\$ 395.50		\$ 395.50			
108	Leslieville A3	Redacted	2nd floor Master ensuite: Shower equipment- upgrade Riobel pro balance package US93C+P4004+P724+P518+P458	Second floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75			
108	Leslieville A3	Redacted	2nd floor Master ensuite: Shower Threshold- Bianca Carrera	Second Floor	Colour chart	Elite Stone	\$ 600.00	\$ 78.00	\$ 678.00		\$ 678.00			
108	Leslieville A3	Redacted	Kitchen: Cabinetry- Artic Grooze	Main floor	Colour chart	Lido Kitchens	\$ 800.00	\$ 104.00	\$ 904.00		\$ 904.00			
108	Leslieville A3	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00		\$ 791.00			
108	Leslieville A3	Redacted	Powder room: Floor grout- Pewter Grey 688 588	Main floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
108	Leslieville A3	Redacted	Powder room: Sink- Cantrio wall mount	Main floor	Colour chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00	(90.00)	\$ 452.00			
108	Leslieville A3	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 1,134.00	\$ 147.42	\$ 1,281.42		\$ 1,281.42	\$ 1,281.42	credit card	
							\$ 29,359.00	\$ 2,347.67	\$ 31,706.67	(90.00)	\$ 20,406.67	\$ 20,406.67		
109	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -		\$ -			
109	Leslieville A3	Redacted	Flooring throught except basement: Hardwood flooring- Play- Oyster	Throughout	Colour chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00		\$ 5,989.00			
109	Leslieville A3	Redacted	3rd floor bathroom: Vanity Cabinets- Queenstown Oak	Third floor	Colour chart	Lido Kitchens	\$ 280.00	\$ 36.40	\$ 316.40		\$ 316.40			
109	Leslieville A3	Redacted	2nd floor bathroom: Floor tiles- 12x24 Palais Grey	Second floor	Colour chart	Sterling Tile	\$ 600.00	\$ 78.00	\$ 678.00		\$ 678.00			
109	Leslieville A3	Redacted	2nd floor bathroom: Vanity Countertop- Blizzard	Second floor	Colour chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00		\$ 1,356.00			
109	Leslieville A3	Redacted	2nd floor bathroom: Vanity Cabinets- High Gloss Silver	Second floor	Colour chart	Lido Kitchens	\$ 1,050.00	\$ 136.50	\$ 1,186.50		\$ 1,186.50			
109	Leslieville A3	Redacted	2nd floor bathroom: Shower equipment- Upgrade US93C+P4004+P724+P518+P458	Second floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75			
109	Leslieville A3	Redacted	Kitchen: Countertop- Blizzard	Main floor	Colour chart	Elite Stone	\$ 3,500.00	\$ 455.00	\$ 3,955.00		\$ 3,955.00			
109	Leslieville A3	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match	Main floor	Colour chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00			
109	Leslieville A3	Redacted	Upper: Ontario White Base: Mochatini	Main floor	Colour chart	Lido Kitchens	\$ 800.00	\$ 104.00	\$ 904.00		\$ 904.00			
109	Leslieville A3	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00		\$ 5,085.00			
109	Leslieville A3	Redacted	Fireplace surround: Ceasarstone polished Concrete- Flush	Main floor	Colour chart	Elite Stone	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00	\$ 22,492.65	107	8/28/2014
109	Leslieville A3	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout	Structural Amendment	New Gen	\$ 7,910.00	\$ -	\$ 7,910.00		\$ 7,910.00	\$ 7,910.00	550	7/9/2014
109	Leslieville A3	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 1,598.00	\$ 207.74	\$ 1,805.74		\$ 1,805.74	\$ 1,805.74	credit card	
							\$ 29,413.00	\$ 2,795.39	\$ 32,208.39	0	\$ 32,208.39	\$ 32,208.39		
111	Leslieville A2	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -			
111	Leslieville A2	Redacted	Basement foyer: Floor tile- Glazed porcelain 12x24 Palais White	Basement	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
111	Leslieville A3	Redacted	Roofdeck: Floor tile- glazed porcelain 12x24 Palais White	Roofdeck	Colour chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00			
111	Leslieville A4	Redacted	3rd floor bathroom: Floor tiles- glazed porcelain 12x24 Palais White	Third floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
111	Leslieville A5	Redacted	3rd floor bathroom: Vanity countertop-Blizzard	Third floor	Colour chart	Elite Stone	\$ 800.00	\$ 104.00	\$ 904.00		\$ 904.00			
111	Leslieville A6	Redacted	2nd floor Master ensuite: Floor tiles- glazed porcelain 12x24 Palais White	Second floor	Colour chart	Sterling Tile	\$ 600.00	\$ 78.00	\$ 678.00		\$ 678.00			
111	Leslieville A7	Redacted	2nd floor Master ensuite: Vanity countertop- Blizzard	Second floor	Colour chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00		\$ 1,356.00			
111	Leslieville A8	Redacted	2nd floor Master ensuite: Shower equipment- upgrade Riobel pro balance package US93C+P4004+P724+P518+P458	Second floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75			
111	Leslieville A9	Redacted	Kitchen: Countertop- Blizzard	Main floor	Colour chart	Elite Stone	\$ 3,500.00	\$ 455.00	\$ 3,955.00		\$ 3,955.00			
111	Leslieville A10	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00		\$ 791.00			
111	Leslieville A11	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match	Main floor	Colour chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00			
111	Leslieville A12	Redacted	Kitchen: Upper-High Gloss and Base/Island- Ambassador Oak	Main floor	Colour chart	Lido Kitchens	\$ 3,700.00	\$ 481.00	\$ 4,181.00		\$ 4,181.00			
111	Leslieville A13	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout	Structural Amendment	New Gen	\$ 7,910.00	\$ -	\$ 7,910.00		\$ 7,910.00	\$ 10,819.75	013	8/21/2014
111	Leslieville A13	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 2,056.00	\$ 267.28	\$ 2,323.28		\$ 2,323.28	\$ 11,300.00	012	7/3/2014
111	Leslieville A13	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 2,056.00	\$ 267.28	\$ 2,323.28		\$ 2,323.28	\$ 2,323.28	credit card	
							\$ 22,541.00	\$ 1,902.03	\$ 24,443.03	0	\$ 24,443.03	\$ 24,443.03		
112	Leslieville A1	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -		\$ -			
112	Leslieville A1	Redacted	Flooring throughout except basement: Play-Talc	Throughout	Colour chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00		\$ 5,989.00			
112	Leslieville A1	Redacted	2nd floor Master Ensuite: Floor tiles- Extra White polished 24x24	Second floor	Colour chart	Sterling Tile	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00			
112	Leslieville A1	Redacted	2nd floor Master Ensuite: Vanity Cabinets- Queenstown Oak	Second floor	Colour chart	Lido Kitchens	\$ 350.00	\$ 45.50	\$ 395.50		\$ 395.50			
112	Leslieville A1	Redacted	2nd floor Master Ensuite: Shower equipment- Upgrade US93C+P4004+P724+P518+P458	Second floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75			
112	Leslieville A1	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00		\$ 791.00			
112	Leslieville A1	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match	Main floor	Colour chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00			
112	Leslieville A1	Redacted	Upper: Ontario White Base: Ambassador Oak	Main floor	Colour chart	Lido Kitchens	\$ 800.00	\$ 104.00	\$ 904.00		\$ 904.00	\$ 11,102.25	906	9/25/2016
112	Leslieville A1	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 1,770.00	\$ 230.10	\$ 2,000.10		\$ 2,000.10	\$ 2,000.10	credit card	
							\$ 11,595.00	\$ 1,507.35	\$ 13,102.35	0	\$ 13,102.35	\$ 13,102.35		
115	Leslieville A1	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -		\$ -			
115	Leslieville A1	Redacted	Flooring throughout except basement: Play-Talc	Throughout	Colour chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00		\$ 5,989.00			
115	Leslieville A1	Redacted	3rd floor bathroom: Vanity Cabinets- Antique White	Third floor	Colour chart	Lido Kitchens	\$ 150.00	\$ 19.50	\$ 169.50		\$ 169.50			
115	Leslieville A1	Redacted	3rd floor bathroom: Tub,shower equipment- Upgrade 1- NJ17+P881+509C+P428 COMPLETE	Third floor	Colour chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
115	Leslieville A1	Redacted	2nd floor Master ensuite: Vanity cabinets- Antique White	Second floor	Colour chart	Lido Kitchens	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
115	Leslieville A1	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match	Main floor	Colour chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00			
115	Leslieville A1	Redacted	Kitchen: Upper-Ontario white and Base/Island- Milltown oak	Main floor	Colour chart	Lido Kitchens	\$ 800.00	\$ 104.00	\$ 904.00		\$ 904.00			
115	Leslieville A1	Redacted	Powder room: Sink- Cantrio wall mount	Main floor	Colour chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00	\$ 8,531.50	192	8/25/2014
							\$ 7,550.00	\$ 981.50	\$ 8,531.50	0	\$ 8,531.50	\$ 8,531.50		
117	Leslieville A1	Redacted	Vendor to install central vac rough-in with outlet on each floor to be confirmed at the time of electrical / mechanical at a cost not to exceed \$1,200+HST and to be paid by the purchaser	Throughout	Structural Amendment	Zed	\$ 1,200.00	\$ 156.00	\$ 1,356.00		\$ 1,356.00	\$ 1,356.00	031	5/8/2014
117	Leslieville A1	Redacted	3rd Floor Bathroom: Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais White	Third Floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
117	Leslieville A1	Redacted	2nd Floor Master Ensuite: Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais White	Second Floor	Colour chart	Sterling Tile	\$ 600.00	\$ 78.00	\$ 678.00		\$ 678.00			
117	Leslieville A1	Redacted	2nd Floor Master Ensuite: Shower Equipment: Master Shower Equipment - Upgrade - Riobel Pro P/Balance TxS Package Faucet - US93C + P4004 + P724 + P518 + P458	Second Floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75	\$ 1,779.75	076	8/19/2014
117	Leslieville A1	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 1,830.00	\$ 237.90	\$ 2,067.90		\$ 2,067.90	\$ 2,067.90	credit card	
							\$ 4,605.00	\$ 598.65	\$ 5,203.65		\$ 5,203.65	\$ 5,203.65		

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits
118	Leslieville A1	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
118	Leslieville A2	Redacted	3rd floor bathroom: Vanity Cabinets- Antique White		Colour chart	Lido Kitchens	\$ 150.00	\$ 19.50	\$ 169.50	
118	Leslieville A3	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match		Colour chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00	
118	Leslieville A4	Redacted	Upper: Antique and Base island Mittown Oak		Colour chart	Lido Kitchens	\$ 400.00	\$ 52.00	\$ 452.00	
							\$ 1,050.00	\$ 136.50	\$ 1,186.50	0
119	Leslieville A1	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
119	Leslieville A1	Redacted	No Colour Chart Upgrades		Colour chart		\$ -	\$ -	\$ -	
							\$ -	\$ -	\$ -	0
201	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
201	Leslieville A3	Redacted	3rd Floor Bathroom: Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais Grey	Third Floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
201	Leslieville A3	Redacted	3rd Floor Bathroom: Floor Tiles: Silver Grey 613 513	Third Floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
201	Leslieville A3	Redacted	2nd Floor Master Ensuite: Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais Grey	Second Floor	Colour chart	Sterling Tile	\$ 600.00	\$ 78.00	\$ 678.00	
201	Leslieville A3	Redacted	2nd Floor Master Ensuite: Shower Floor Tiles: Quebec Mosaics Unglazed - Artic White 1 x 1	Second Floor	Colour chart	Sterling Tile	\$ 150.00	\$ 19.50	\$ 169.50	
201	Leslieville A3	Redacted	2nd Floor Master Ensuite: Shower Floor Tiles: Silver Grey 613 513	Second Floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
201	Leslieville A3	Redacted	2nd Floor Master Ensuite: Shower Equipment: Master Shower Equipment - Upgrade - Riobel Pro P/Balance TxS Package Faucet - US93C + P4004 + P724 + P518 + P458	Second Floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	
201	Leslieville A3	Redacted	Powder Room: Floor Tile: Urban Glazed Porcelain 12 x 24 Palais Grey	Main floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
201	Leslieville A3	Redacted	Powder Room: Floor Tile Grout: Silver Grey 613 513	Main floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
201	Leslieville A3	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 2,950.50	\$ 383.57	\$ 3,334.07	
							\$ 5,375.50	\$ 724.82	\$ 6,300.32	0
202	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
202	Leslieville A3	Redacted	Flooring: Ground Floor / 2nd Floor / 3rd Floor - Play - Spice	Throughout	Colour chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00	
202	Leslieville A3	Redacted	3rd Floor Bathroom: Floor Tiles - Urban Glazed Porcelain 12 x 24 Kelly Ivory	Third Floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
202	Leslieville A3	Redacted	2nd Floor Master Ensuite: Floor Tiles - Metro Porcelain 12 x 24 Unicolour Ivory Matte	Second Floor	Colour chart	Sterling Tile	\$ 800.00	\$ 104.00	\$ 904.00	
202	Leslieville A3	Redacted	2nd Floor Master Ensuite: Floor Tile Grout Colour - Pearl 683 583	Second Floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
202	Leslieville A3	Redacted	2nd floor Master ensuite: Vanity countertop- Blizzard	Second Floor	Colour chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00	
202	Leslieville A3	Redacted	Kitchen: Cabinetry - Vanilla Stix	Main floor	Colour chart	Lido Kitchens	\$ 400.00	\$ 52.00	\$ 452.00	
202	Leslieville A3	Redacted	Kitchen: Counter Top - Pietra Grey	Main floor	Colour chart	Elite Stone	\$ 4,500.00	\$ 585.00	\$ 5,085.00	
202	Leslieville A3	Redacted	Kitchen: Kitchen Backsplash - Cristallo Glass Mosaic 1.2 x 2 Glass Mosaic Special Grey	Main floor	Colour chart	Sterling Tile	\$ 900.00	\$ 117.00	\$ 1,017.00	
202	Leslieville A3	Redacted	Powder Room: Floor Tile - Urban Glazed Porcelain 12x24 Kelly Ivory	Main floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
202	Leslieville A3	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00	
202	Leslieville A3	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 701.00	\$ 91.13	\$ 792.13	
							\$ 19,101.00	\$ 2,483.13	\$ 21,584.13	0
203	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
203	Leslieville A4	Redacted	3rd floor master ensuite: Floor tile grout- Pewter Grey 688 588		Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
203	Leslieville A5	Redacted	3rd floor master ensuite: Vanity cabinets- Ontario White		Colour chart	Lido Kitchens	\$ 350.00	\$ 45.50	\$ 395.50	
							\$ 550.00	\$ 71.50	\$ 621.50	0
205	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
205	Leslieville A4	Redacted	Flooring throught except basement: Hardwood flooring- Play- Oyster	Throughout	Colour chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00	
205	Leslieville A5	Redacted	3rd floor bathroom: Floor tiles - Porcelain 12x24 Unicolour dark grey matte	Third floor	Colour chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00	
205	Leslieville A6	Redacted	3rd floor bathroom: Tub,shower equipment- Upgrade 1- NJ17+P881+509C+P428 COMPLETE	Third floor	Colour chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00	
205	Leslieville A7	Redacted	2nd floorMaster ensuite: Floor tiles- Porcelain 12x24 Unicolour dark grey matte	Second floor	Colour chart	Sterling Tile	\$ 800.00	\$ 104.00	\$ 904.00	
							\$ 6,700.00	\$ 871.00	\$ 7,571.00	0
207	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
207	Leslieville A3	Redacted	No Colour Chart Upgrades		Colour chart		\$ -	\$ -	\$ -	
							\$ -	\$ -	\$ -	0
208	Leslieville A3	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	
208	Leslieville A3	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00	
							\$ 4,500.00	\$ 585.00	\$ 5,085.00	0
209	Leslieville A3	Redacted	Vendor to extend kitchen island counter and cabinetry underneath towards the dining room by 24 inches at the prices to be determined and paid by the purchasers. Purchaser acknowledges that the wall in the living room dividing living and entrance closet might have to be eliminated.	Main floor	Structural Amendment	Lido Kitchens	\$ 2,220.00	\$ 288.60	\$ 2,508.60	
209	Leslieville A3	Redacted	Vendor to replace pedestal sink with cabinet with sink and faucet with price to be determined and paid by the purchaser	Main Floor	Structural Amendment	Lido Kitchens	\$ 1,300.00	\$ 169.00	\$ 1,469.00	
209	Leslieville A3	Redacted	Vendor to move master ensuite door to new position as shown in attached floor plan at Vendors Cost	Second Floor	Structural Amendment	New Gen	\$ -	\$ -	\$ -	
209	Leslieville A3	Redacted	Vendor to extend ceramic floor from master bedroom ensuite to the walking closet door as per attached floor plan at vendor's cost	Second Floor	Structural Amendment	Sterling Tile	\$ -	\$ -	\$ -	
209	Leslieville A3	Redacted	TV cable outlet in basement level prewired.	Basement	Structural Amendment		\$ -	\$ -	\$ -	
209	Leslieville A3	Redacted	Kitchen hood vented to the exterior	Main Floor	Structural Amendment		\$ -	\$ -	\$ -	
209	Leslieville A3	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout	Structural Amendment	New Gen	\$ 11,300.00	\$ -	\$ 11,300.00	
209	Leslieville A3	Redacted	Flooring: Ground Floor / 2nd Floor / 3rd Floor - Play - Talk	Throughout	Colour chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00	
209	Leslieville A3	Redacted	3rd Floor Bathroom: Floor Tiles: Metro Porcelain 12 x 24 Unicolour Extra White Matte	Third Floor	Colour chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00	
209	Leslieville A3	Redacted	3rd Floor Bathroom: Tub / Shower Equipment - Main / Basement Shower Equipment - Upgrade 1 - Riobel Pro TxS Complete Package - NJ71C + P881 + P508 + P428 Complete	Third Floor	Colour chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00	
209	Leslieville A3	Redacted	2nd Floor Master Ensuite: Floor Tiles - Metro Porcelain 12 x 24 Unicolour Dark Grey Matte	Second Floor	Colour chart	Sterling Tile	\$ 800.00	\$ 104.00	\$ 904.00	
209	Leslieville A3	Redacted	2nd Floor Master Ensuite: Shower Floor Tiles - Quebec Mosaics Unglazed - Mottled Grey - 1 x 1	Second Floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
209	Leslieville A3	Redacted	2nd Floor Master Ensuite: Floor Tile Grout: Silver Grey 613 513	Second Floor	Colour chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
209	Leslieville A3	Redacted	2nd Floor Master Ensuite: Vanity Cabinets - Artic Grooze	Second Floor	Colour chart	Lido Kitchens	\$ 350.00	\$ 45.50	\$ 395.50	
209	Leslieville A3	Redacted	2nd Floor Master Ensuite: Shower Equipment - Master Shower Equipment - Upgrade - Riobel Pro P/Balance TxS Package Faucet - US93C + P4004 + P724 + P518 + P458	Second Floor	Colour chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	
209	Leslieville A3	Redacted	Kitchen: Cabinetry - Concrete Grooze	Main floor	Colour chart	Lido Kitchens	\$ 400.00	\$ 52.00	\$ 452.00	
209	Leslieville A3	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00	
209	Leslieville A3	Redacted	Powder Room: Floor Tile Urban Glazed Porcelain 12 x 24 Kelly Ivory	Main floor	Colour chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
							\$ 24,345.00	\$ 1,695.85	\$ 26,040.85	0

Total Upgrade Paid
\$ -
\$ 169.50
\$ 565.00
\$ 452.00
\$ 1,186.50
\$ -
\$ -
\$ -
\$ 339.00
\$ 226.00
\$ 678.00
\$ 169.50
\$ 226.00
\$ 762.75
\$ 339.00
\$ 226.00
\$ 3,334.07
\$ 6,300.32
\$ 5,989.00
\$ 339.00
\$ 904.00
\$ 226.00
\$ 1,356.00
\$ 452.00
\$ 5,085.00
\$ 1,017.00
\$ 339.00
\$ 5,085.00
\$ 792.13
\$ 21,584.13
\$ 226.00
\$ 395.50
\$ 621.50
\$ -
\$ 5,989.00
\$ 452.00
\$ 226.00
\$ 904.00
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\$ 5,085.00
\$ 5,085.00
\$ 2,508.60
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\$ 5,989.00
\$ 452.00
\$ 226.00
\$ 904.00
\$ 226.00
\$ 226.00
\$ 395.50
\$ 762.75
\$ 452.00
\$ 791.00
\$ 339.00
\$ 14,718.25

Cheq Amounts	Cheq #	Cheq Date
\$ -		
\$ -		
\$ 1,186.50	001	8/25/2014
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ 2,966.25	239	7/29/2014
\$ 3,334.07	credit card	
\$ 6,300.32		
\$ -		
\$ 5,989.00		
\$ 339.00		
\$ 904.00		
\$ 226.00		
\$ 1,356.00		
\$ 452.00		
\$ 5,085.00		
\$ 1,017.00		
\$ 339.00		
\$ 5,085.00		
\$ 792.13		
\$ 20,792.00	592	8/1/2014
\$ 792.13	credit card	
\$ 21,584.13		
\$ -		
\$ 226.00		
\$ 395.50		
\$ 621.50	203	7/22/2014
\$ -		
\$ -		
\$ 5,989.00		
\$ 452.00		
\$ 226.00		
\$ 904.00		
\$ 7,571.00	025	8/17/2014
\$ -		
\$ -		
\$ -		
\$ 5,085.00		
\$ 5,085.00	024	7/28/2014
\$ 5,085.00		
\$ -		
\$ 2,508.60		
\$ 1,469.00		
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ -		
\$ 5,989.00		
\$ 452.00		
\$ 226.00		
\$ 904.00		
\$ 226.00		
\$ 226.00		
\$ 395.50		
\$ 762.75		
\$ 452.00		
\$ 791.00		
\$ 339.00		
\$ 10,763.25	066	7/28/2014
\$ 14,718.25		

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits
210	Leslieville A3	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
210	Leslieville A4	Redacted	Flooring throughout except basement: Hardwood flooring- Play- Oyster			Colour chart	5,300.00	689.00	5,989.00	
210	Leslieville A5	Redacted	3rd floor bathroom: Floor tiles- Porcelain 12x24 Unicolour dark grey matte	Third floor		Sterling Tile	400.00	52.00	452.00	
210	Leslieville A6	Redacted	3rd floor bathroom: Tub/shower equipment- Upgrade 1- NJ17+P881+509C+P428 COMPLETE	Third floor		Colour chart	200.00	26.00	226.00	
210	Leslieville A7	Redacted	2nd floor Master ensuite: Floor tiles- Porcelain 12x24 Unicolour dark grey matte	Second floor		Sterling Tile	800.00	104.00	904.00	
210	Leslieville A8	Redacted	2nd floor master ensuite: Shower equipment- Upgrade US93C+P4004+P724+P518+P458	Second floor		Colour chart	675.00	87.75	762.75	
210	Leslieville A9	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004			Colour chart	700.00	91.00	791.00	
							\$ 8,075.00	\$ 1,049.75	\$ 9,124.75	0
301	Leslieville A1	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
301	Leslieville A2	Redacted	Flooring throughout except basement: Hardwood flooring- Play- Oyster	Throughout		Colour chart	5,300.00	689.00	5,989.00	
301	Leslieville A3	Redacted	2nd floor Master Ensuite: Quebec Mosaics unglazed- Dark Grey 1x1	Second floor		Sterling Tile	150.00	19.50	169.50	
301	Leslieville A4	Redacted	2nd floor Master Ensuite: Shower floor grout- Pewter Grey 688 588	Second floor		Colour chart	200.00	26.00	226.00	
301	Leslieville A5	Redacted	2nd floor Master Ensuite: Tub/shower wall tiles- Porcelain 12x24 nicolour grey matte	Second floor		Sterling Tile	1,450.00	188.50	1,638.50	
301	Leslieville A6	Redacted	2nd floor Master Ensuite: Wall grout- Silver Grey 613 513	Second floor		Colour chart	200.00	26.00	226.00	
301	Leslieville A7	Redacted	2nd floor Master Ensuite: Shower equipment- Riobel pro p balance TxS package US93C+P4004+P721+P518+P458	Second floor		Colour chart	675.00	87.75	762.75	
301	Leslieville A8	Redacted	Kitchen: Countertop- Raven	Main floor		Elite Stone	3,500.00	455.00	3,955.00	
301	Leslieville A9	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor		MDF	700.00	91.00	791.00	
301	Leslieville A10	Redacted	Powder room: Sink- Cantrio wall mount	Main floor		MDF	400.00	52.00	452.00	
301	Leslieville A11	Redacted	Fireplace surround: Ceasarstone polished Concrete- Flush	Main floor		Colour chart	1,500.00	195.00	1,695.00	
							\$ 14,075.00	\$ 1,829.75	\$ 15,904.75	0
302	Leslieville A1	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
302	Leslieville A1	Redacted	3rd Floor Bathroom: Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais White	Third Floor		Colour chart	300.00	39.00	339.00	
302	Leslieville A1	Redacted	3rd Floor Bathroom: master ensuite tub/shower equipment: Upgrade 1 - Riobel Pro TxS Complete Package NJ71C + P881 + P508 + P428 Complete	Third Floor		Colour chart	200.00	26.00	226.00	
302	Leslieville A1	Redacted	2nd Floor Bathroom: Urban Glazed Porcelain 12 x 24 Palais White	Second Floor		Colour chart	600.00	78.00	678.00	
302	Leslieville A1	Redacted	Kitchen: Cabinetry - Concrete Grooze	Main Floor		Colour chart	400.00	52.00	452.00	
302	Leslieville A1	Redacted	Kitchen: Backsplash: Iceland Glass Stone Linear Blend Mosaics	Main Floor		Sterling Tile	450.00	58.50	508.50	
302	Leslieville A1	Redacted	Powder Room: Pedestal / Wall Mount: Powder Room Sink - Upgrade - Cantrio Wall Mount - 19" x 4.5" - RKN1000BL	Main Floor		Colour chart	400.00	52.00	452.00	
							\$ 2,350.00	\$ 305.50	\$ 2,655.50	0
303	Leslieville A1	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
303	Leslieville A1	Redacted	3rd Floor Bathroom: Floor Tile Grout Colour: Walnut 609 509	Third Floor		Colour chart	200.00	26.00	226.00	
303	Leslieville A1	Redacted	3rd Floor Bathroom: master ensuite tub/shower equipment: Upgrade 1 - Riobel Pro TxS Complete Package NJ71C + P881 + P508 + P428 Complete	Third Floor		Colour chart	200.00	26.00	226.00	
303	Leslieville A1	Redacted	2nd Floor Master Ensuite: Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais White	Second Floor		Colour chart	600.00	78.00	678.00	
303	Leslieville A1	Redacted	2nd Floor Master Ensuite: Vanity Cabinetry: Concrete Grooze	Second Floor		Colour chart	200.00	26.00	226.00	
303	Leslieville A1	Redacted	Powder Room: Pedestal / Wall Mount - Upgrade - Cantrio Wall Mount - 19" x 4.5" - RKN1000BL	Main Floor		Colour chart	400.00	52.00	452.00	
							\$ 1,600.00	\$ 208.00	\$ 1,808.00	0
306	Leslieville A1	Redacted	Note: Purchaser has signed an amendment agreeing to the structural changes in the basement of 306			Structural Amendment	\$ -	\$ -	\$ -	
306	Leslieville A2	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Through Out		Colour Chart	4,500.00	585.00	5,085.00	
							\$ 4,500.00	\$ 585.00	\$ 5,085.00	0
307	Leslieville A1	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
307	Leslieville A1	Redacted	Kitchen: Cabinetry: Red Apple	Main Floor		Colour Chart	400.00	52.00	452.00	
307	Leslieville A1	Redacted	Powder Room: Pedestal / Wall Mount - Upgrade - Cantrio Wall Mount - 19" x 4.5" - RKN1000BL	Main Floor		Colour Chart	400.00	52.00	452.00	
307	Leslieville A1	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Through Out		Colour Chart	4,500.00	585.00	5,085.00	
							\$ 5,300.00	\$ 689.00	\$ 5,989.00	0
308	Leslieville A1	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
308	Leslieville A2	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Through Out		Colour Chart	4,500.00	585.00	5,085.00	
							\$ 4,500.00	\$ 585.00	\$ 5,085.00	0
309	Leslieville A1	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
309	Leslieville A2	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout		Structural Amendment	5,774.30	-	5,774.30	
309	Leslieville A2	Redacted	Flooring: Roof deck- Porcelin 12x24 Palais White			Colour Chart	400.00	52.00	452.00	
							\$ 6,174.30	\$ 52.00	\$ 6,226.30	0

Total Upgrade Paid
\$ -
\$ 5,989.00
\$ 452.00
\$ 226.00
\$ 904.00
\$ 762.75
\$ 791.00
\$ 9,124.75
\$ -
\$ 5,989.00
\$ 169.50
\$ 226.00
\$ 1,638.50
\$ 226.00
\$ 762.75
\$ 3,955.00
\$ 791.00
\$ 452.00
\$ 1,695.00
\$ 15,904.75
\$ -
\$ 339.00
\$ 226.00
\$ 678.00
\$ 452.00
\$ 508.50
\$ 452.00
\$ 2,655.50
\$ -
\$ 226.00
\$ 226.00
\$ 678.00
\$ 226.00
\$ 452.00
\$ 1,808.00
\$ 1,808.00
\$ -
\$ 5,085.00
\$ 452.00
\$ 452.00
\$ 5,085.00
\$ 5,989.00
\$ 5,989.00
\$ -
\$ 5,085.00
\$ 5,085.00
\$ 5,085.00
\$ 5,085.00
\$ 452.00
\$ 452.00

Cheq Amounts	Cheq #	Cheq Date
\$ -		
\$ 9,124.75	001	8/20/2014
\$ 9,124.75		
\$ -		
\$ 15,000.00	046	8/7/2014
\$ 904.75	001	8/7/2014
\$ 15,904.75		
\$ -		
\$ 2,655.50	082	8/14/2014
\$ 2,655.50		
\$ -		
\$ 1,808.00	081	8/14/2014
\$ 1,808.00		
\$ 5,085.00	000018	8/31/2014
\$ 5,085.00		
\$ 5,989.00	066	8/19/2014
\$ 5,989.00		
\$ 5,085.00	000019	8/31/2014
\$ 5,085.00		
\$ 452.00	034	8/11/2014
\$ 452.00		

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits	Total Upgrade Paid	Cheq Amounts	Cheq #	Cheq Date	
310	Leslieville A2	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	\$ -					
310	Leslieville A2	Redacted	Vendor acknowledges the Washer and Dryer to be G.E. Front loading or of equal quality.	Basement	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	\$ -					
310	Leslieville A2	Redacted	No Colour Chart Upgrades		Colour Chart		\$ -	\$ -	\$ -	\$ -					
							\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -			
311	Leslieville A2	Redacted				MDF			\$ 3,390.00						
311	Leslieville A2	Redacted				Zed			\$ -						
311	Leslieville A2	Redacted				Central			\$ -						
311	Leslieville A2	Redacted	Vendor to install 3 piece bathroom with location to be confirmed at time of electrical / mechanical co-ordination meeting at a cost not to exceed \$3000+HST to be paid by the purchaser	Basement	Structural Amendment	Elite Stone	\$ 3,000.00	\$ 390.00	\$ -	\$ -	\$ 3,390.00	\$ 3,390.00			
311	Leslieville A2	Redacted				New Gen			\$ -						
311	Leslieville A3	Redacted				Sterling Tile			\$ -						
311	Leslieville A4	Redacted				Lido			\$ -						
311	Leslieville A2	Redacted	Vendor to install central vac rough-in with outlet on each floor to be confirmed at the time of electrical / mechanical at a cost not to exceed \$1,200+HST and to be paid by the purchaser	Throughout	Structural Amendment	Zed	\$ 1,200.00	\$ 156.00	\$ 1,356.00	\$ -	\$ 1,356.00	\$ 1,356.00	\$ 4,746.00	028	5/9/2014
311	Leslieville A2	Redacted	Tub/shower - Main/basement shower equip -upgrade 1- riobel pro	3rd Floor			\$ 200.00	\$ 26.00	\$ 226.00	\$ -	\$ 226.00	\$ 226.00			
311	Leslieville A2	Redacted	2nd Floor Master Ensuite: Shower Equipment: Master Shower Equipment - Upgrade - Riobel Pro P/Balance TxS Package Faucet - US93C + P4004 + P724 + P518 + P458	Second Floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	\$ -	\$ 762.75	\$ 762.75			
311	Leslieville A2	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl UM Sink W/Drain - KSS - 004	Main Floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00	\$ -	\$ 791.00	\$ 791.00	\$ 1,779.75	085	8/19/2014
							\$ 5,775.00	\$ 750.75	\$ 6,525.75	\$ 0	\$ 6,525.75	\$ 6,525.75			
312	Leslieville A2	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	\$ -					
312	Leslieville A2	Redacted	No Colour Selection Upgrades		Colour Chart		\$ -	\$ -	\$ -	\$ -					
							\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -			
315	Leslieville A2	Redacted	Vendor warrants the rain head shower is ceiling mounted	Second floor	Structural Amendment	MDF	\$ -	\$ -	\$ -	\$ -					
315	Leslieville A2	Redacted	Vendor warrants a double square stainless undermount sink in the kitchen	Main floor	Structural Amendment	MDF	\$ -	\$ -	\$ -	\$ -					
315	Leslieville A2	Redacted	Vendor warrants the tile surround in the master ensuite will have a marble inlay throughout	Second floor	Structural Amendment	Sterling Tile	\$ -	\$ -	\$ -	\$ -					
315	Leslieville A2	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	\$ -					
315	Leslieville A2	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout	Structural Amendment	New Gen	\$ 7,910.00	\$ -	\$ 7,910.00	\$ -	\$ 7,910.00	\$ -			
315	Leslieville A2	Redacted	2nd Floor Master Ensuite: Floor Tiles: Metro Porcelain 12 x 24 Unicolour Dark Grey Matte	Second Floor	Colour Chart	Sterling Tile	\$ 800.00	\$ 104.00	\$ 904.00	\$ -	\$ 904.00	\$ 904.00			
315	Leslieville A2	Redacted	2nd Floor Master Ensuite: Vanity Cabinets: Ontario White	Second Floor	Colour Chart	Lido Kitchens	\$ 350.00	\$ 45.50	\$ 395.50	\$ -	\$ 395.50	\$ 395.50			
315	Leslieville A2	Redacted	Kitchen: Cabinetry: Ontario White - Shaker Wide Rail	Main floor	Colour Chart	Lido Kitchens	\$ 1,800.00	\$ 234.00	\$ 2,034.00	\$ -	\$ 2,034.00	\$ 2,034.00			
315	Leslieville A2	Redacted	Kitchen: Countertop: Concrete	Main floor	Colour Chart	Elite Stone	\$ 3,500.00	\$ 455.00	\$ 3,955.00	\$ -	\$ 3,955.00	\$ 3,955.00			
315	Leslieville A2	Redacted	Kitchen: Backsplash Grout Colour	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	\$ -	\$ 226.00	\$ 226.00	\$ 7,514.50	078	8/13/2014
							\$ 14,560.00	\$ 864.50	\$ 15,424.50	\$ 0	\$ 15,424.50	\$ 7,514.50			
317	Leslieville A2	Redacted	No Structural Amendments		Structural Amendment		\$ -	\$ -	\$ -	\$ -					
317	Leslieville A3	Redacted	No Colour Chart Upgrades		Colour Chart		\$ -	\$ -	\$ -	\$ -					
							\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -			
318	Leslieville A2	Redacted	Extra Cable television connections in the basement to be installed at the purchasers cost, with location to be determined at electrical details confirmation	Basement	Structural Amendment	Zed	\$ 300.00	\$ 39.00	\$ 339.00	\$ -	\$ 339.00	\$ 339.00	\$ 339.00	267	5/8/2014
318	Leslieville A2	Redacted	Purchaser requests and vendor agrees to move fireplace to centre of wall without the extra sidings at vendors cost. (Without interlocking stone sidings).	Main Floor	Structural Amendment	Urbancorp	\$ -	\$ -	\$ -	\$ -					
318	Leslieville A2	Redacted	Soundproofing upgrade #2 - Two additional layers of 5/8 inch thick Type X gypsum board at one finished side of the demising party wall in the unit.	Throughout	Structural Amendment	New Gen	\$ 11,300.00	\$ -	\$ 11,300.00	\$ -	\$ 11,300.00	\$ -			
318	Leslieville A2	Redacted	All floors upgrade- stairs, risers, stringers and railing	Throughout	Stair and Handrail	Stair and Handrail	\$ 4,500.00	\$ 585.00	\$ 5,085.00	\$ -	\$ 5,085.00	\$ 5,085.00			
318	Leslieville A2	Redacted	Trim/Hardware: Upgrade	Throughout	Trim and hardware	Trim and hardware	\$ 1,500.00	\$ 195.00	\$ 1,695.00	\$ -	\$ 1,695.00	\$ 1,695.00			
318	Leslieville A2	Redacted	Flooring: Gound Floor / Second Floor / Third floor: Play - Chocolate	Ground Floor / Second Floor / Third floor	Colour Chart	Design Elementz	\$ 5,300.00	\$ 689.00	\$ 5,989.00	\$ -	\$ 5,989.00	\$ 5,989.00			
318	Leslieville A2	Redacted	3rd Floor Bathroom: Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais Taupe	Third floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	\$ -	\$ 339.00	\$ 339.00			
318	Leslieville A2	Redacted	3rd Floor Bathroom: Vanity Cabinets: Ontario White	Third floor	Colour Chart	Lido Kitchens	\$ 280.00	\$ 36.40	\$ 316.40	\$ -	\$ 316.40	\$ 316.40			
318	Leslieville A2	Redacted	2nd Floor Master Ensuite: Floor Tile Grout: Charcoal - 685 585	Second floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	\$ -	\$ 226.00	\$ 226.00			
318	Leslieville A2	Redacted	2nd floor Master ensuite: Vanity countertop- Blizzard	Second floor	Colour Chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00	\$ -	\$ 1,356.00	\$ 1,356.00			
318	Leslieville A2	Redacted	2nd Floor Master Ensuite: Vanity Cabinets: Ontario White	Second floor	Colour Chart	Lido Kitchens	\$ 350.00	\$ 45.50	\$ 395.50	\$ -	\$ 395.50	\$ 395.50			
318	Leslieville A2	Redacted	Kitchen: Cabinetry: Ontario White - S-7000 Flat Square Edge	Main floor	Colour Chart	Lido Kitchens	\$ 1,600.00	\$ 208.00	\$ 1,808.00	\$ -	\$ 1,808.00	\$ 1,808.00			
318	Leslieville A2	Redacted	Kitchen: Countertop: Raven	Main floor	Colour Chart	Elite Stone	\$ 3,500.00	\$ 455.00	\$ 3,955.00	\$ -	\$ 3,955.00	\$ 3,955.00			
318	Leslieville A2	Redacted	Kitchen: Backsplash: Brick Style Instalation	Main floor	Colour Chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00	\$ -	\$ 452.00	\$ 452.00	\$ 21,616.90	010	8/18/2014
							\$ 30,730.00	\$ 2,525.90	\$ 33,255.90	\$ 0	\$ 33,255.90	\$ 21,955.90			

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits
319	Leslieville A2	Redacted	No Structural Amendments			Structural Amendment	\$ -	\$ -	\$ -	
319	Leslieville A3	Redacted	3rd floor bathroom: Floor grout- Walnut 609 509	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
319	Leslieville A4	Redacted	2nd floor master ensuite: Floor grout- Pweter Grey 688 588	Second floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
319	Leslieville A5	Redacted	2nd floor master ensuite: Vanity cabinets- Antique White	Second floor	Colour Chart	Lido Kitchens	\$ 200.00	\$ 26.00	\$ 226.00	
319	Leslieville A6	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour Chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00	
		Redacted	Overpayment				\$ -	\$ -	\$ -	
							\$ 5,100.00	\$ 663.00	\$ 5,763.00	
501	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	
501	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -	
501	Leslieville B	Redacted	Second floor Bathroom floor tiles: METRO porcelain 12x24 Unicolour Ivory matte	Second floor	Colour Chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00	
501	Leslieville B	Redacted	Second floor Tub/Shower equipment: Upgrade 1- Riobel Pro TXS complete package0 NJ71C + P881 + P508 + P428 COMPLETE	Second floor	Colour Chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00	
501	Leslieville B	Redacted	Third floor master ensuite floor tiles: URBAN GLAZED PORCELAIN 12X24 Palais Taupe	Third floor	Colour Chart	Sterling Tile	\$ 750.00	\$ 97.50	\$ 847.50	
501	Leslieville B	Redacted	Third floor master ensuite tub/shower equipment: Upgrade- Riobel Pro P/Balance bxs package faucet- US93C + P4004 + P724 + P518 + P458	Third floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	
501	Leslieville B	Redacted	Kitchen sink: Upgrade- Cantrio D/Bowl U/M sink w drain KSS-004	Main floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00	
501	Leslieville B	Redacted	Main floor powder room: Sink- Rubi wall mount sink RT0460BL	Main floor	Colour Chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00	
501	Leslieville B	Redacted	Throughout- upgrade stair stain and handrail	Throughout	Colour Chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00	
							\$ 7,625.00	\$ 991.25	\$ 8,616.25	0
502	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	
502	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -	
502	Leslieville B	Redacted	2nd floor bathroom: Floor tiles- URBAN porcelain 12x24 Palais taupe	Second floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
502	Leslieville B	Redacted	2nd floor bathroom: Tub/shower equipment- Riobel pro TXS complete package NJ1C + P881 + P508 + P428 complete	Second floor	Colour Chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00	
502	Leslieville B	Redacted	3rd floor master ensuite: Floor tiles- CENTRAL porcelain 24x24 unicolour dark grey	Third floor	Colour Chart	Sterling Tile	\$ 2,000.00	\$ 260.00	\$ 2,260.00	
502	Leslieville B	Redacted	3rd floor master ensuite: Vanity countertop- Organic white	Third floor	Colour Chart	Elite Stone	\$ 1,600.00	\$ 208.00	\$ 1,808.00	
502	Leslieville B	Redacted	3rd floor master ensuite: Vanity Cabinet- Concrete Grooze	Third floor	Colour Chart	Lido Kitchens	\$ 300.00	\$ 39.00	\$ 339.00	
502	Leslieville B	Redacted	3rd floor shower equipment: Riobel Pro balance TXS complete package US93C + P4004 + P724 + P518 + P458	Third floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	
502	Leslieville B	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00	
502	Leslieville B	Redacted	Main floor powder room: Sink- Rubi wall mount sink RT0460BL	Main floor	Colour Chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00	
502	Leslieville B	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour Chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00	
502	Leslieville B	Redacted	Sound proofing upgrade: One additional layers of 5/8" thick type X gypsum board at one finished side of demising party wall in the unit.	Throughout	Colour Chart	New Gen	\$ 7,910.00	\$ -	\$ 7,910.00	
							\$ 18,585.00	\$ 1,387.75	\$ 19,972.75	0
503	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	
503	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -	
503	Leslieville B	Redacted	Second Floor Bathroom - Floor Tile Grout Colour: Walnut 609 509	Second floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
503	Leslieville B	Redacted	Second Floor Bathroom - Vanity Cabinets: Antique White	Second floor	Colour Chart	Lido Kitchens	\$ 225.00	\$ 29.25	\$ 254.25	
503	Leslieville B	Redacted	Third Floor Master Ensuite - Vanity Cabinets: Ontario White	Third floor	Colour Chart	Lido Kitchens	\$ 450.00	\$ 58.50	\$ 508.50	
503	Leslieville B	Redacted	Kitchen - Countertop: Blizzard	Main floor	Colour Chart	Elite Stone	\$ 3,500.00	\$ 455.00	\$ 3,955.00	
503	Leslieville B	Redacted	Main Floor Powder Room - Floor Tile Grout Colour: Walnut 609 509	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
503	Leslieville B	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour Chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00	
							\$ 9,075.00	\$ 1,179.75	\$ 10,254.75	0
505	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	
505	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -	
505	Leslieville B	Redacted	Throughout except basement: Flooring- Play Oyster	Throughout	Colour Chart	Design Elementz	\$ 7,180.00	\$ 933.40	\$ 8,113.40	
505	Leslieville B	Redacted	Second floor bathroom floor tile grout: Walnut 609 509	Second floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
505	Leslieville B	Redacted	Third floor master ensuite floor tiles: CENTRAL porcelain 24x24 Unicolour Extra White polished	Third floor	Colour Chart	Sterling Tile	\$ 2,000.00	\$ 260.00	\$ 2,260.00	
505	Leslieville B	Redacted	Third floor master ensuite shower floor tiles: Quebec Mosaics Unglazed- Mottled Grey 1 x 1	Third floor	Colour Chart	Sterling Tile	\$ 425.00	\$ 55.25	\$ 480.25	
505	Leslieville B	Redacted	Third floor master ensuite tub/shower wall tile surround: METRO porcelain 12x24 Unicolour Ivory matte	Third floor	Colour Chart	Sterling Tile	\$ 1,750.00	\$ 227.50	\$ 1,977.50	
505	Leslieville B	Redacted	Third floor master ensuite wall tile grout colour: Pearl 683 583	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
505	Leslieville B	Redacted	Third floor master ensuite vanity countertop: Blizzard	Third floor	Colour Chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00	
505	Leslieville B	Redacted	Third floor master ensuite vanity cabinets: Queenstown Oak	Third floor	Colour Chart	Lido Kitchens	\$ 450.00	\$ 58.50	\$ 508.50	
505	Leslieville B	Redacted	Kitchen sink: Upgrade- Cantrio D/Bowl U/M sink w drain KSS-004	Main floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00	
505	Leslieville B	Redacted	Kitchen backsplash: Cristallo glass mosaic 1/2 x 2 glass mosaic Taupe	Main floor	Colour Chart	Sterling Tile	\$ 1,000.00	\$ 130.00	\$ 1,130.00	
505	Leslieville B	Redacted	Kitchen backsplash grout: Pearl 683 583	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
505	Leslieville B	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match	Main floor	Colour Chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00	
505	Leslieville B	Redacted	Upper cabinet: Antique Lower cabinet: Ambassador Oak	Main floor	Colour Chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00	
505	Leslieville B	Redacted	Main floor powder room: Floor tile grout- Walnut 609 509	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
505	Leslieville B	Redacted	Main floor powder room: Sink- Rubi wall mount sink RT0460BL	Main floor	Colour Chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00	
505	Leslieville B	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 1,774.00	\$ 230.62	\$ 2,004.62	
							\$ 18,679.00	\$ 2,428.27	\$ 21,107.27	

Total Upgrade Paid
\$ -
\$ 226.00
\$ 226.00
\$ 226.00
\$ 226.00
\$ 5,085.00
\$ 113.00
\$ 5,876.00
\$ -
\$ -
\$ 452.00
\$ 226.00
\$ 847.50
\$ 762.75
\$ 791.00
\$ 452.00
\$ 5,085.00
\$ 8,616.25
\$ -
\$ -
\$ 339.00
\$ 226.00
\$ 2,260.00
\$ 1,808.00
\$ 339.00
\$ 762.75
\$ 791.00
\$ 452.00
\$ 5,085.00
\$ -
\$ 12,062.75
\$ 12,062.75
\$ -
\$ -
\$ 226.00
\$ 254.25
\$ 508.50
\$ 3,955.00
\$ 226.00
\$ 5,085.00
\$ 10,254.75
\$ -
\$ -
\$ 8,113.40
\$ 226.00
\$ 2,260.00
\$ 480.25
\$ 1,977.50
\$ 226.00
\$ 1,356.00
\$ 508.50
\$ 791.00
\$ 1,130.00
\$ 226.00
\$ 565.00
\$ 565.00
\$ 226.00
\$ 452.00
\$ 2,004.62
\$ 21,107.27

Cheq Amounts	Cheq #	Cheq Date
\$ 5,876.00	279	8/15/2014
\$ 5,876.00		
\$ -		
\$ -		
\$ 452.00		
\$ 226.00		
\$ 847.50		
\$ 762.75		
\$ 791.00		
\$ 452.00		
\$ 5,085.00		
\$ 8,616.25	015	7/16/2014
\$ 8,616.25		
\$ -		
\$ -		
\$ 339.00		
\$ 226.00		
\$ 2,260.00		
\$ 1,808.00		
\$ 339.00		
\$ 762.75		
\$ 791.00		
\$ 452.00		
\$ 5,085.00		
\$ -		
\$ 12,062.75	067	7/28/2014
\$ 12,062.75		
\$ -		
\$ -		
\$ 226.00		
\$ 254.25		
\$ 508.50		
\$ 3,955.00		
\$ 226.00		
\$ 5,085.00		
\$ 10,254.75	402	7/15/2014
\$ 10,254.75		
\$ -		
\$ -		
\$ 8,113.40		
\$ 226.00		
\$ 2,260.00		
\$ 480.25		
\$ 1,977.50		
\$ 226.00		
\$ 1,356.00		
\$ 508.50		
\$ 791.00		
\$ 1,130.00		
\$ 226.00		
\$ 565.00		
\$ 565.00		
\$ 226.00		
\$ 452.00		
\$ 2,004.62		
\$ 21,107.27		
\$ 19,102.65	021	7/24/2014
\$ 2,004.62	Credit card	
\$ 21,107.27		

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits	Total Upgrade Paid	Cheq Amounts	Cheq #	Cheq Date
510	Leslieville B	Redacted				MDF	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted				New Gen	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to install 3 piece bathroom at no cost to the purchaser. 3 piece bathroom to be the same specs as 2nd floor bathroom with the exception of tub which is to be replaced with walk in shower with glass enclosure, open entry way	Basement	Structural Amendment	Central	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted				Sterling Tile	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted				ZED	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted				Elite Stone	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted				Lido	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to replace drywall with railing on 2nd, 3rd and roof deck floors with glass railing (same railing as main floor) at 50% cost to the purchaser	General	Structural Amendment	Alpha railings	\$ 9,500.00	\$ 1,235.00	\$ 10,735.00		\$ 10,735.00	\$ 10,735.00	359	5/23/2014
510	Leslieville B	Redacted	Vendor to remove wall closet in west bed room at no cost to the purchaser	Second Floor	Structural Amendment	Lido	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to convert linen closet in west bedroom to wall closet at no extra cost to the purchaser	Second Floor	Structural Amendment	Lido	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to move bedroom door in west bed room to new location at no extra cost to the purchaser	Second Floor	Structural Amendment	Lido	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to replace door in the bathroom in the walk through closet with a wall at no extra cost to the purchaser	Third Floor	Structural Amendment	Lido	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to exchange existing bathroom plan to that of the Riverdale bathroom with the bathroom entrance door from the corridor at no extra cost to the purchaser	Third Floor	Structural Amendment		\$ -	\$ -	\$ -					
510	Leslieville B	Redacted				New Gen	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to relocate laundry room from basement to 2nd floor den and replace side/side washer/dryer with front loading stacked washer/dryer at no extra cost to the purchaser	Second Floor	Structural Amendment	MDF	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted				Sterling Tile	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to ensure BBQ gas line connection in backyard and rooftop terrace at no extra cost to the purchaser	General	Structural Amendment	MDF	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to move wall of east bedroom out to den to be per attached plan at no cost to the purchaser	Second Floor	Structural Amendment	New Gen	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to move newly relocated laundry and bathroom to the den area at no cost to the purchaser	Second Floor	Structural Amendment		\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Vendor to install flow drainage and flow tray underneath washer and dryer at no cost to the purchaser	Second Floor	Structural Amendment	MDF	\$ -	\$ -	\$ -					
510	Leslieville B	Redacted	Basement Bath - Floor Tiles: Metro Porcelain 12 x 24 Unicolour Ivory Matte	Basement	Colour Chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00	\$ 452.00		
510	Leslieville B	Redacted	2nd floor bathroom: Metro porcelain 12x24 Unicolour Ivory matte	Second floor	Colour chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00	\$ 452.00		
510	Leslieville B	Redacted	3rd Floor Master Ensuite - Floor Tiles: Metro Porcelain 12 x 24 Unicolour Ivory Matte	Third Floor	Colour Chart	Sterling Tile	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00	\$ 1,695.00		
510	Leslieville B	Redacted	Kitchen (Additional Upgrade Selection) - Kitchen Base Cabinetry Different Than Upper Cabinetry: Mix and Match - Standard and Upgrade 2	Main Floor	Colour Chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00	\$ 565.00		
510	Leslieville B	Redacted	Kitchen (Additional Upgrade Selection) - Kitchen Base Cabinetry Different Than Upper Cabinetry: Upper - Antique White	Main Floor	Colour Chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00	\$ 565.00		
510	Leslieville B	Redacted	Main Floor Powder Room - Pedestal / Wall Mount: Power Room Sink Upgrade - Rubi Wall Mount Sink - RTO460BL	Main Floor	Colour Chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00	\$ 452.00		
510	Leslieville B	Redacted	Other - Fireplace Surround: Marble Ceasarstone Polished Lagos Blue - Flush	Main Floor	Colour Chart	Elite Stone	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00	\$ 1,695.00	367	7/1/2014
							\$ 14,700.00	\$ 1,911.00	\$ 16,611.00	0	\$ 16,611.00	\$ 16,611.00		
515	Leslieville B	Redacted	No Structural Amendments				\$ -	\$ -	\$ -		\$ -	\$ -		
515	Leslieville B	Redacted	2nd floor bathroom: Floor tiles- CENTRAL porcelain Unicolour extra white polished	Second floor	Colour Chart	Sterling Tile	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00	\$ 565.00		
515	Leslieville B	Redacted	3rd floor master ensuite: Floor tiles- CENTRAL porcelain 24x24 Unicolour Extra White polished	Third floor	Colour Chart	Sterling Tile	\$ 2,000.00	\$ 260.00	\$ 2,260.00		\$ 2,260.00	\$ 2,260.00		
515	Leslieville B	Redacted	Kitchen: Cabinetry- Antique White	Main floor	Colour Chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00	\$ 565.00		
515	Leslieville B	Redacted	kitchen: Backsplash Grout- Champagne 657 557	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00	\$ 226.00	096	7/15/2014
							\$ 3,200.00	\$ 416.00	\$ 3,616.00	0	\$ 3,616.00	\$ 3,616.00		
516	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -	\$ -		
516	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -		\$ -	\$ -		
516	Leslieville B	Redacted	3rd floor master ensuite: Floor tiles- URBAN glazed porcelain 12x24 Palais White	Third floor	Colour Chart	Sterling Tile	\$ 750.00	\$ 97.50	\$ 847.50		\$ 847.50	\$ 847.50		
516	Leslieville B	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00		\$ 791.00	\$ 791.00		
516	Leslieville B	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour Chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00		\$ 5,085.00	\$ 5,085.00	038	7/15/2014
516	Leslieville B	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 725.00	\$ 94.25	\$ 819.25		\$ 819.25	\$ 819.25	credit card	
							\$ 6,675.00	\$ 867.75	\$ 7,542.75	0	\$ 7,542.75	\$ 7,542.75		
517	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -	\$ -		
517	Leslieville B	Redacted	Vendor acknowledges the Washer and Dryer to be G.E. Front loading or of equal quality.	Basement	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -	\$ -		
517	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -		\$ -	\$ -		
517	Leslieville B	Redacted	Throughout except basement: Flooring- Play Oyster	Throughout	Colour Chart	Design Elementz	\$ 7,180.00	\$ 933.40	\$ 8,113.40		\$ 8,113.40	\$ 8,113.40		
517	Leslieville B	Redacted	2nd floor bathroom: Floor tiles- METRO porcelain 12x24 extra white matte	Second floor	Colour Chart	Sterling Tile	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00	\$ 452.00		
517	Leslieville B	Redacted	3rd floor master ensuite: Floor tiles- METRO porcelain 12x24 Unicolour extra white matte	Third floor	Colour Chart	Sterling Tile	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00	\$ 1,695.00		
517	Leslieville B	Redacted	3rd floor Master Ensuite: Shower floor tiles- Quebec Mosaics Unglazed- Dark Grey 1 x 1	Third floor	Colour Chart	Sterling Tile	\$ 375.00	\$ 48.75	\$ 423.75		\$ 423.75	\$ 423.75		
517	Leslieville B	Redacted	3rd floor master ensuite: Shower floor grout- Pewter Grey 688 588	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00	\$ 226.00		
517	Leslieville B	Redacted	3rd floor master ensuite: Tub/shower wall tiles- AVENUE limestone Bianco wood honed	Third floor	Colour Chart	Sterling Tile	\$ 3,700.00	\$ 481.00	\$ 4,181.00		\$ 4,181.00	\$ 4,181.00		
517	Leslieville B	Redacted	3rd floor master ensuite: Wall tile grout- Pearl 683 583	Third floor	Colour Chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00	\$ 226.00		
517	Leslieville B	Redacted	3rd floor master ensuite: Vanity top- Blizzard	Third floor	Colour Chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00		\$ 1,356.00	\$ 1,356.00		
517	Leslieville B	Redacted	3rd floor master ensuite: Shower equipment- Riobel pro balance TxS package faucet US93C + P4004 + P724 + P518 + P458	Third floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75	\$ 762.75		
517	Leslieville B	Redacted	Kitchen: Cabinetry- Queenstown Oak	Main floor	Colour Chart	Lido Kitchens	\$ 900.00	\$ 117.00	\$ 1,017.00		\$ 1,017.00	\$ 1,017.00		
517	Leslieville B	Redacted	Kitchen: Countertop- Blizzard	Main floor	Colour Chart	Elite Stone	\$ 3,500.00	\$ 455.00	\$ 3,955.00		\$ 3,955.00	\$ 3,955.00		
517	Leslieville B	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00		\$ 791.00	\$ 791.00		
517	Leslieville B	Redacted	Main floor powder room: Sink- Rubi wall mount sink RT0460BL	Main floor	Colour Chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00	\$ 452.00		
517	Leslieville B	Redacted	Fireplace surround: Ceasarstone polished Concrete- Flush	Main floor	Colour Chart	Elite Stone	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00	\$ 1,695.00	037	7/22/2014
							\$ 22,430.00	\$ 2,915.90	\$ 25,345.90	0	\$ 25,345.90	\$ 25,345.90		

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits	Total Upgrade Paid	Cheq Amounts	Cheq #	Cheq Date
518	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -			
518	Leslieville B	Redacted	Vendor acknowledges the Washer and Dryer to be G.E. Front loading or of equal quality.	Basement	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -			
518	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
518	Leslieville B	Redacted	Roof deck flooring: Tile grout- walnut 609 509	Roof Deck	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
518	Leslieville B	Redacted	2nd floor bathroom: Floor Tile- Porcelain 12x24 Kelly Grey	Second floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
518	Leslieville B	Redacted	2nd floor bathroom: Floor tiles grout- Putty 605 505	Second floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
518	Leslieville B	Redacted	2nd floor bathroom: Vanity Cabinets- Queenstown Oak	Second floor	Colour Chart	Lido Kitchens	\$ 325.00	\$ 42.25	\$ 367.25		\$ 367.25			
518	Leslieville B	Redacted	2nd floor bathroom: Tub/shower equipment- Riobel pro TxS complete package NJ1C + P881 + P508 + P428 complete	Second floor	Colour Chart	MDF	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
518	Leslieville B	Redacted	3rd floor Master ensuite: Porcelain 12x24 Kelly Grey	Third floor	Colour Chart	Sterling Tile	\$ 750.00	\$ 97.50	\$ 847.50		\$ 847.50			
518	Leslieville B	Redacted	3rd floor Master Ensuite: Shower floor tiles- Quebec Mosaics Unglazed- Dark Grey 1 x 1	Third floor	Colour Chart	Sterling Tile	\$ 375.00	\$ 48.75	\$ 423.75		\$ 423.75			
518	Leslieville B	Redacted	3rd floor Master Ensuite: Shower floor grout-Pewter Grey 688 588	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
518	Leslieville B	Redacted	3rd floor Master Ensuite: Vanity Cabinets: Queenstown Oak	Third floor	Colour Chart	Lido Kitchens	\$ 450.00	\$ 58.50	\$ 508.50		\$ 508.50			
518	Leslieville B	Redacted	3rd floor master ensuite: Tub equipment- Riobel pro deck 2/hole faucet US02C	Third floor	Colour Chart	MDF	\$ 600.00	\$ 78.00	\$ 678.00		\$ 678.00			
518	Leslieville B	Redacted	3rd floor master ensuite: Shower equipment- Riobel pro balance TxS package faucet US93C + P4004 + P724 + P518 + P458	Third floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75			
518	Leslieville B	Redacted	Kitchen: Countertop- Shitake	Main floor	Colour Chart	Lido Kitchens	\$ 4,500.00	\$ 585.00	\$ 5,085.00		\$ 5,085.00			
518	Leslieville B	Redacted	Kitchen: Faucet- Aqua brass wizard s/hole faucet 30045	Main floor	Colour Chart	MDF	\$ 550.00	\$ 71.50	\$ 621.50		\$ 621.50			
518	Leslieville B	Redacted	Kitchen Backsplash: Cristallo glass mosaic 1/2 x 2 2 glass mosaic Taupe	Main floor	Colour Chart	Sterling Tile	\$ 1,000.00	\$ 130.00	\$ 1,130.00		\$ 1,130.00			
518	Leslieville B	Redacted	Kitchen Backsplash: Grout- Pearl 683 583	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
518	Leslieville B	Redacted	Kitchen: Cabinets- soft close	Main floor	Colour Chart	Lido Kitchens	\$ 1,800.00	\$ 234.00	\$ 2,034.00		\$ 2,034.00			
518	Leslieville B	Redacted	Powder room: Porcelain 12x24 Kelly Grey	Main floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
518	Leslieville B	Redacted	Powder room: Floor tile grout- Putty 605 505	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
518	Leslieville B	Redacted	Powder room: Sink- Cantrino wall mount	Main floor	Colour Chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00			
518	Leslieville B	Redacted	Fireplace: Surround- Marble Caesarstone Lagos Blue- Flush	Main floor	Colour Chart	Elite Stone	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00			
518	Leslieville B	Redacted	Trim/Hardware: Upgrade	Throughout	Colour Chart	Lido	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00			
518	Leslieville B	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 3,414.00	\$ 443.82	\$ 3,857.82		\$ 3,857.82	\$ 18,560.25	370	8/25/2014
							\$ 19,839.00	\$ 2,579.07	\$ 22,418.07	0	\$ 22,418.07	\$ 22,418.07		
519	Leslieville B	Redacted	No Structural Amendments				\$ -	\$ -	\$ -		\$ -			
519	Leslieville B	Redacted	Flooring - Roof deck Tile Grout Colour: Walnut 609 509	Roof deck	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
519	Leslieville B	Redacted	2nd Floor - Floor Tiles: Urban Glazed Porcelain 12 x 24 Palais White	Second floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
519	Leslieville B	Redacted	2nd Floor - Vanity Cabinets: Antique White	Second floor	Colour Chart	Lido Kitchens	\$ 225.00	\$ 29.25	\$ 254.25		\$ 254.25			
519	Leslieville B	Redacted	3rd Floor Master Ensuite - Metro Porcelain 12 x 24 Unicolour Extra White Matte	Third Floor	Colour Chart	Sterling Tile	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00			
519	Leslieville B	Redacted	3rd Floor Master Ensuite - Shower Floor Grout Colour: Silver Grey 613 513	Third Floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
519	Leslieville B	Redacted	3rd Floor Master Ensuite - Vanity Cabinets: Antique White	Third Floor	Colour Chart	Lido Kitchens	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
519	Leslieville B	Redacted	Kitchen - Sink: Upgrade - Cantrino U/M Sink With Drain	Main Floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00		\$ 791.00			
519	Leslieville B	Redacted	Main Floor Powder Room - Floor Tile: Urban Glazed Porcelain 12x24 Palais White	Main Floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00	\$ 4,209.25	7/20/2014	
519	Leslieville B	Redacted	Electrical Upgrades paid directly to Automated Interiors	NA	NA	NA	\$ 930.00	\$ 120.90	\$ 1,050.90		\$ 1,050.90	\$ 1,050.90	Credit card	
							\$ 4,655.00	\$ 605.15	\$ 5,260.15	0	\$ 5,260.15	\$ 5,260.15		
520	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -			
520	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -		\$ -			
520	Leslieville B	Redacted	Vendor acknowledges the Washer and Dryer to be G.E. Front loading or of equal quality.	Basement	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -		\$ -			
520	Leslieville B	Redacted	Throughout except basement: Flooring- Play - Talc	Throughout	Colour Chart	Design Elementz	\$ 7,180.00	\$ 933.40	\$ 8,113.40		\$ 8,113.40			
520	Leslieville B	Redacted	2nd floor bathroom: Floor tile grout- Walnut 609 509	Second floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
520	Leslieville B	Redacted	2nd floor bathroom: Tub/shower equipment- Riobel Pro Balance TxS faucet US95C, P4004, P724, P518, P458, P840	Second floor	Colour Chart	MDF	\$ 1,000.00	\$ 130.00	\$ 1,130.00		\$ 1,130.00			
520	Leslieville B	Redacted	3rd floor master ensuite: Floor tiles- CENTRAL porcelain 24x24 unicolour extra white polished	Third floor	Colour Chart	Sterling Tile	\$ 2,000.00	\$ 260.00	\$ 2,260.00		\$ 2,260.00			
520	Leslieville B	Redacted	3rd floor master ensuite: Shower floor tiles- Unicolour Mosaic- taupe Matte - 0.9 x 2.88	Third floor	Colour Chart	Sterling Tile	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75			
520	Leslieville B	Redacted	3rd floor master ensuite: Shower floor grout- Pearl 683 583	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
520	Leslieville B	Redacted	3rd floor master ensuite: Tub/shower wall tiles- AVENUE limestone Bianco wood honed	Third floor	Colour Chart	Sterling Tile	\$ 3,700.00	\$ 481.00	\$ 4,181.00		\$ 4,181.00			
520	Leslieville B	Redacted	3rd floor master ensuite: Wall tile grout- Pearl 683 583	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
520	Leslieville B	Redacted	3rd floor master ensuite: Vanity Countertop- Shitake	Third floor	Colour Chart	Elite Stone	\$ 1,900.00	\$ 247.00	\$ 2,147.00		\$ 2,147.00			
520	Leslieville B	Redacted	3rd floor master ensuite: Tub equipment- Riobel pro deck 2/hole faucet US02C	Third floor	Colour Chart	MDF	\$ 600.00	\$ 78.00	\$ 678.00		\$ 678.00			
520	Leslieville B	Redacted	3rd floor master ensuite: Shower equipment- Riobel pro balance TxS package faucet US93C + P4004 + P724 + P518 + P458	Third floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75		\$ 762.75			
520	Leslieville B	Redacted	Kitchen: Countertop- Blizzard	Main floor	Colour Chart	Elite Stone	\$ 3,500.00	\$ 455.00	\$ 3,955.00		\$ 3,955.00			
520	Leslieville B	Redacted	Kitchen: Faucet- Aqua brass wizard s/hole faucet 30045	Main floor	Colour Chart	MDF	\$ 550.00	\$ 71.50	\$ 621.50		\$ 621.50			
520	Leslieville B	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrino D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00		\$ 791.00			
520	Leslieville B	Redacted	Kitchen: Backsplash- Cristallo glass mosaic 1/2x2 glass mosaic taupe	Main floor	Colour Chart	Sterling Tile	\$ 1,000.00	\$ 130.00	\$ 1,130.00		\$ 1,130.00			
520	Leslieville B	Redacted	Kitchen: Backsplash grout- Desert 687 587	Main floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00		\$ 226.00			
520	Leslieville B	Redacted	Kitchen: Cabinetry- min and match upgrade	Main floor	Colour Chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00		\$ 565.00			
520	Leslieville B	Redacted	Upper: High gloss Base: Queenstown oak	Main floor	Colour Chart	Lido Kitchens	\$ 4,000.00	\$ 520.00	\$ 4,520.00		\$ 4,520.00			
520	Leslieville B	Redacted	Main floor powder room: Floor tile- URBAN glazed porcelain 12x24 Palais Taupe	Main floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00		\$ 339.00			
520	Leslieville B	Redacted	Main floor powder room: Sink- Rubi wall mount sink RT0460BL	Main floor	Colour Chart	MDF	\$ 400.00	\$ 52.00	\$ 452.00		\$ 452.00			
520	Leslieville B	Redacted	Stair Stain & Hand Rail: All Floors - Upgrade - Stairs, Risers, Stingers & Railing	Throughout	Colour Chart	Design Elementz	\$ 4,500.00	\$ 585.00	\$ 5,085.00		\$ 5,085.00			
520	Leslieville B	Redacted	Fireplace surround: Caesarstone polished Concrete- Flush	Main floor	Colour Chart	Elite Stone	\$ 1,500.00	\$ 195.00	\$ 1,695.00		\$ 1,695.00	\$ 40,092.40	8/11/2014	
							\$ 35,480.00	\$ 4,612.40	\$ 40,092.40	0	\$ 40,092.40	\$ 40,092.40		

Property Number	Model Type	Purchaser	Description	Location	SCH	Trade	Upgrade Cost	Upgrade HST	Total Upgrades	Upgrade Credits
521	Leslieville B	Redacted	No Structural Amendments		Structural Amendment				\$ -	
521	Leslieville B	Redacted	3rd floor master ensuite: Floor tile grout- Pewter grey 688 588	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
521	Leslieville B	Redacted	3rd floor master ensuite: Vanity Cabinets- Ontario White	Third floor	Colour Chart	Lido Kitchens	\$ 450.00	\$ 58.50	\$ 508.50	
							\$ 650.00	\$ 84.50	\$ 734.50	0
522	Leslieville B	Redacted	Vendor acknowledges this property will have BOSCH kitchen appliance package with the exception for the fridge to be Fisher & Paykel or package of equal quality	Main floor	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	
522	Leslieville B	Redacted	Vendor acknowledges the Washer and Dryer to be G.E. Front loading or of equal quality.	Basement	Structural Amendment	Midnorthern	\$ -	\$ -	\$ -	
522	Leslieville B	Redacted	Vendor acknowledges this property will have glass railing on the main floor staircase	Main floor	Structural Amendment	Alpha railings	\$ -	\$ -	\$ -	
522	Leslieville B	Redacted	Basement Foyer: Floor grout- Putty 605 505	Basement	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
522	Leslieville B	Redacted	Throughout except basement: Flooring- Flyt 2 - Hampton	Throughout	Colour Chart	Design Elementz	\$ 11,288.00	\$ 1,467.44	\$ 12,755.44	
522	Leslieville B	Redacted	2nd floor bathroom: Floor tiles- URBAN glazed porcelain 12x24 Palais White	Second floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
522	Leslieville B	Redacted	3rd floor master ensuite: Floor tiles- CENTRAL porcelain 24x24 unicolour extra white polished	Third floor	Colour Chart	Sterling Tile	\$ 2,000.00	\$ 260.00	\$ 2,260.00	
522	Leslieville B	Redacted	3rd floor master ensuite: Tub/shower wall tiles- AVENUE limestone Bianco wood honed	Third floor	Colour Chart	Sterling Tile	\$ 3,700.00	\$ 481.00	\$ 4,181.00	
522	Leslieville B	Redacted	3rd floor master ensuite: Wall tile grout- Pearl 683 583	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
522	Leslieville B	Redacted	3rd floor master ensuite: Vanity top- Blizzard	Third floor	Colour Chart	Elite Stone	\$ 1,200.00	\$ 156.00	\$ 1,356.00	
522	Leslieville B	Redacted	3rd floor master ensuite: Shower cabinets- High Gloss-Wenge	Third floor	Colour Chart	Lido Kitchens	\$ 1,200.00	\$ 156.00	\$ 1,356.00	
522	Leslieville B	Redacted	3rd floor master ensuite: Shower equipment- Riobel pro balance TxS package faucet US93C + P4004 + P724 + P518 + P458	Third floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	
522	Leslieville B	Redacted	Kitchen: Countertop-Organic white	Main floor	Colour Chart	Lido Kitchens	\$ 4,000.00	\$ 520.00	\$ 4,520.00	
522	Leslieville B	Redacted	Kitchen: Sink - Kitchen Sink - Upgrade - Cantrio D/Bowl U/M Sink W/Drain - KSS - 004	Main floor	Colour Chart	MDF	\$ 700.00	\$ 91.00	\$ 791.00	
522	Leslieville B	Redacted	Kitchen base cabinetry different than upper cabinetry: Mix and Match	Main floor	Colour Chart	Lido Kitchens	\$ 500.00	\$ 65.00	\$ 565.00	
522	Leslieville B	Redacted	Kitchen: Upper- Ontario White Base: Majestic Walnut- Shaker Wide Rail	Main floor	Colour Chart	Lido Kitchens	\$ 2,200.00	\$ 286.00	\$ 2,486.00	
522	Leslieville B	Redacted	Main floor powder room: Floor tiles-URBAN glazed porcelain 12x24 Palais White	Main floor	Colour Chart	Sterling Tile	\$ 300.00	\$ 39.00	\$ 339.00	
							\$ 28,463.00	\$ 3,700.19	\$ 32,163.19	0
523	Leslieville B	Redacted	No Structural Amendments		Structural Amendment				\$ -	
523	Leslieville B	Redacted	3rd floor master ensuite: Floor tiles grout- Pewter Grey 688 588	Third floor	Colour Chart	Sterling Tile	\$ 200.00	\$ 26.00	\$ 226.00	
523	Leslieville B	Redacted	3rd floor master ensuite: Vanity cabinets- Ontario White	Third floor	Colour Chart	Lido Kitchens	\$ 450.00	\$ 58.50	\$ 508.50	
							\$ 650.00	\$ 84.50	\$ 734.50	0
525	Leslieville B	Redacted	No Structural Amendments		Structural Amendment				\$ -	
		Redacted	Vanity Cabinets - Antique White	Second floor	Colour Chart		\$ 225.00	\$ 29.25	\$ 254.25	
525	Leslieville B	Redacted	3rd floor Master ensuite: Vanity cabinets- Antique White		Colour Chart	Lido Kitchens	\$ 300.00	\$ 39.00	\$ 339.00	
525	Leslieville B	Redacted	3rd floor master ensuite: Shower equipment- Riobel pro balance TxS package faucet US93C + P4004 + P724 + P518 + P458	Third floor	Colour Chart	MDF	\$ 675.00	\$ 87.75	\$ 762.75	
							\$ 1,200.00	\$ 156.00	\$ 1,356.00	0
GRAND TOTAL OF PURCHASER UPGRADES:							\$ 579,834.10	\$ 62,859.62	\$ 642,693.72	(90.00)

Total Upgrade Paid
\$ -
\$ 226.00
\$ 508.50
\$ 734.50
\$ -
\$ -
\$ -
\$ 226.00
\$ 12,755.44
\$ 339.00
\$ 2,260.00
\$ 4,181.00
\$ 226.00
\$ 1,356.00
\$ 1,356.00
\$ 762.75
\$ 4,520.00
\$ 791.00
\$ 565.00
\$ 2,486.00
\$ 339.00
\$ 32,163.19
\$ -
\$ 226.00
\$ 508.50
\$ 734.50
\$ -
\$ 254.25
\$ 339.00
\$ 762.75
\$ 1,356.00
\$ 562,192.52

Cheq Amounts	Cheq #	Cheq Date
\$ 734.50	7/22/2014	
\$ 734.50		
\$ -		
\$ -		
\$ -		
\$ 226.00		
\$ 12,755.44		
\$ 339.00		
\$ 2,260.00		
\$ 4,181.00		
\$ 226.00		
\$ 1,356.00		
\$ 1,356.00		
\$ 762.75		
\$ 4,520.00		
\$ 791.00		
\$ 565.00		
\$ 2,486.00		
\$ 339.00		
\$ 32,163.19	006	7/22/2014
\$ 32,163.19		
\$ -		
\$ 226.00		
\$ 508.50		
\$ 734.50	007137	7/22/2014
\$ 734.50		
\$ -		
\$ 254.25		
\$ 339.00		
\$ 762.75		
\$ 1,356.00	066	8/18/2014
\$ 1,356.00		
\$ 562,192.52	\$ -	

Schedule “F”

Approved Upgrades

Attached.

Schedule "G"

Other Work or Services

None.

Schedule “H”

Construction Schedule

To be attached when provided pursuant to GC 3.5.2.1

Schedule "I"
Schedule of Values

Attached.

SCHEDULE "I"

PROJECT SUMMARY FOR CONSTRUCTION

UNIT COSTS

	ADDRESS	UNIT NUMBER	Fixed Price	Cost ot Date	COST TO COMPLETE
1	42 CURZON	101	\$ 130,306		\$ 130,306
2	42 CURZON	102	\$ 92,723		\$ 92,723
3	42 CURZON	105	\$ 107,828		\$ 107,828
4	42 CURZON	106	\$ 106,859		\$ 106,859
5	42 CURZON	107	\$ 84,598		\$ 84,598
6	42 CURZON	108	\$ 94,438		\$ 94,438
7	42 CURZON	109	\$ 115,579		\$ 115,579
8	42 CURZON	111	\$ 127,271		\$ 127,271
9	42 CURZON	112	\$ 121,941		\$ 121,941
10	42 CURZON	115	\$ 117,035		\$ 117,035
11	42 CURZON	116	\$ 102,192		\$ 102,192
12	42 CURZON	117	\$ 87,494		\$ 87,494
13	42 CURZON	118	\$ 85,141		\$ 85,141
14	42 CURZON	119	\$ 82,360		\$ 82,360
15	46 CURZON	301	\$ 112,510		\$ 112,510
16	46 CURZON	302	\$ 91,568		\$ 91,568
17	46 CURZON	303	\$ 90,308		\$ 90,308
18	46 CURZON	306	\$ 111,139		\$ 111,139
19	46 CURZON	307	\$ 62,606		\$ 62,606
20	46 CURZON	308	\$ 64,022		\$ 64,022
21	46 CURZON	309	\$ 51,571		\$ 51,571
22	46 CURZON	310	\$ 89,070		\$ 89,070
23	46 CURZON	311	\$ 92,514		\$ 92,514
24	46 CURZON	312	\$ 89,070		\$ 89,070
25	46 CURZON	315	\$ 118,079		\$ 118,079
26	46 CURZON	317	\$ 48,662		\$ 48,662
27	46 CURZON	318	\$ 64,244		\$ 64,244
28	46 CURZON	319	\$ 61,560		\$ 61,560
29	50 CURZON	501	\$ 37,940		\$ 37,940
30	50 CURZON	502	\$ 39,633		\$ 39,633
31	50 CURZON	503	\$ 40,007		\$ 40,007
32	50 CURZON	505	\$ 37,269		\$ 37,269
33	50 CURZON	506	\$ 45,471		\$ 45,471
34	50 CURZON	507	\$ 39,954		\$ 39,954
35	50 CURZON	508	\$ 39,954		\$ 39,954
36	50 CURZON	509	\$ 39,954		\$ 39,954
37	50 CURZON	510	\$ 72,094		\$ 72,094
38	50 CURZON	515	\$ 36,001		\$ 36,001
39	50 CURZON	516	\$ 43,775		\$ 43,775
40	50 CURZON	517	\$ 38,231		\$ 38,231
41	50 CURZON	518	\$ 36,524		\$ 36,524
42	50 CURZON	519	\$ 37,493		\$ 37,493
43	50 CURZON	520	\$ 38,686		\$ 38,686
44	50 CURZON	521	\$ 39,178		\$ 39,178
45	50 CURZON	522	\$ 41,818		\$ 41,818
46	50 CURZON	523	\$ 41,967		\$ 41,967
47	50 CURZON	525	\$ 41,564		\$ 41,564
48	54 CURZON	201	\$ 87,879		\$ 87,879
49	54 CURZON	202	\$ 118,430		\$ 118,430
50	54 CURZON	203	\$ 86,545		\$ 86,545
51	54 CURZON	205	\$ 96,736		\$ 96,736
52	54 CURZON	207	\$ 85,866		\$ 85,866
53	54 CURZON	208	\$ 94,589		\$ 94,589
54	54 CURZON	209	\$ 113,428		\$ 113,428
55	54 CURZON	210	\$ 100,106		\$ 100,106
			\$ 4,173,780	\$ -	\$ 4,173,780

Construction Lot Number

Address
Above Ground Square Feet
Basement Square Feet
Total Square Feet
Description

201			202			203			205			
54 CURZON			54 CURZON			54 CURZON			54 CURZON			
955.00			955.00			955.00			955.00			
500.00			500.00			500.00			500.00			
1,505.00			1,505.00			1,505.00			1,505.00			
END UNIT			END UNIT			END UNIT			END UNIT			
Contract	Cost to Date	COST TO COMPLETE	Contract	Cost to Date	COST TO COMPLETE	Contract	Cost to Date	COST TO COMPLETE	Contract	Cost to Date	COST TO COMPLETE	
1	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	
2	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	
3	-	-	-	-	-	-	-	-	-	-	-	
4	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	
5	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	
6	448	448	448	448	448	448	448	448	448	448	448	
7	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	
8	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	
9	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	
10	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	
11	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	
12	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	
13	821	821	821	821	821	821	821	821	821	821	821	
14	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	
15	597	597	597	597	597	597	597	597	597	597	597	
16	821	821	821	821	821	821	821	821	821	821	821	
17	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	
18	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	
19	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	
20	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	
21	2,013	2,013	32,564	32,564	32,564	679	679	10,870	10,870	10,870	10,870	
22	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	
23	448	448	448	448	448	448	448	448	448	448	448	
24	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	
25	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	
26	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	
TOTAL	87,879	0	87,879	118,430	0	118,430	86,545	0	86,545	96,736	0	96,736
TOTAL per sq. ft.	\$ 58.39		\$ 78.69		\$ 57.50		\$ 64.28					

Construction Lot Number

Address
Above Ground Square Feet
Basement Square Feet
Total Square Feet
Description

207			208			209			210			Summary Block 200			
54 CURZON			54 CURZON			54 CURZON			54 CURZON			54 CURZON			
1,260.00			1,155.00			1,155.00			1,155.00			8,545.00			
245.00			350.00			350.00			350.00			3,495.00			
1,505.00			1,505.00			1,505.00			1,505.00			12,040.00			
END UNIT			END UNIT			END UNIT			END UNIT			END UNIT			
Contract	Cost to Date	COST TO COMPLETE	Contract	Cost to Date	COST TO COMPLETE	Contract	Cost to Date	COST TO COMPLETE	Contract	Cost to Date	COST TO COMPLETE	Contract	Cost to Date	COST TO COMPLETE	
1	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	3,027	24,216	24,216	24,216	
2	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	1,939	15,512	15,512	15,512	
3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	28,632	28,632	28,632	
5	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	8,352	8,352	8,352	
6	448	448	448	448	448	448	448	448	448	448	448	3,584	3,584	3,584	
7	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	4,474	35,792	35,792	35,792	
8	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	8,648	69,184	69,184	69,184	
9	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	9,841	78,728	78,728	78,728	
10	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	5,592	44,736	44,736	44,736	
11	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	28,632	28,632	28,632	
12	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	2,237	17,896	17,896	17,896	
13	821	821	821	821	821	821	821	821	821	821	821	6,568	6,568	6,568	
14	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	10,736	10,736	10,736	
15	597	597	597	597	597	597	597	597	597	597	597	4,776	4,776	4,776	
16	821	821	821	821	821	821	821	821	821	821	821	6,568	6,568	6,568	
17	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	11,936	11,936	11,936	
18	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	7,828	62,624	62,624	62,624	
19	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	23,864	23,864	23,864	
20	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	23,864	23,864	23,864	
21	-	-	8,723	8,723	8,723	27,562	27,562	14,240	14,240	14,240	14,240	96,651	96,651	96,651	
22	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	8,052	64,416	64,416	64,416	
23	448	448	448	448	448	448	448	448	448	448	448	3,584	3,584	3,584	
24	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	2,983	23,864	23,864	23,864	
25	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	2,982	23,856	23,856	23,856	
26	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	65,008	65,008	65,008	
TOTAL	85,866	0	85,866	94,589	0	94,589	113,428	0	113,428	100,106	0	100,106	783,579	0	783,579
TOTAL per sq. ft.	\$ 57.05		\$ 62.85		\$ 75.37		\$ 66.52		\$ 65.08						

Urbancorp (Leslieville, Beach, Riverdale)
 Current request for funds to complete Registration of Condo
 Request Date 15-Mar-17

		DRAW#1	DRAW # 2	DRAW # 3			Cost to Complete
General requirements							
Superintendent	98,000.00						98,000.00
Clerk	22,500.00						22,500.00
Site office	15,000.00						15,000.00
site labour	40,000.00						40,000.00
Temporary electrical	10,000.00						10,000.00
Temporary Heat/Hydro	75,000.00						75,000.00
Hoarding	15,000.00						15,000.00
Security	40,000.00						40,000.00
Site Safety and Job box talk	18,500.00						18,500.00
Construction garbage disposal bins	17,500.00						17,500.00
Equipment rental	5,000.00						5,000.00
	356,500.00	-	-	-	-	-	356,500.00
Civil works							
							-
Curbs	3,800.00						3,800.00
Asphalt paving	16,500.00						16,500.00
line painting	1,500.00						1,500.00
City walks	5,570.00						5,570.00
common area walks	14,450.00						14,450.00
Sewer/ water/ strom connection	125,000.00						125,000.00
Hydro connection	75,000.00						75,000.00
	241,820.00	-	-	-	-	-	241,820.00
Landscape works							
Common areas	-						-
Hard landscape cost	62,500.00						62,500.00
Soft landscape cost	58,900.00						58,900.00
Bike Racks	2,000.00						2,000.00
New Fenecing	65,000.00						65,000.00
Site signage	2,500.00						2,500.00
Parkette	102,000.00						102,000.00
	292,900.00	-	-	-	-	-	292,900.00
Private Areas							
Hard landscape cost	25,000.00						25,000.00
Soft landscape cost	50,000.00						50,000.00
Wood decking	75,000.00						75,000.00
	150,000.00	-	-	-	-	-	150,000.00
Underground							
Fire Alarm	10,000.00						10,000.00
lockers	50,000.00						50,000.00
Mechanical and Electrical works	65,000.00						65,000.00
Pumps	10,000.00						10,000.00
	135,000.00	-	-	-	-	-	135,000.00
Total General Conditions	1,176,220.00	-	-	-	-	-	1,176,220.00

Schedule I

	Budget	DRAW # 1	DRAW # 2	DRAW # 3	Total Costs to Date	Cost to Complete
Lantent Defects - Estimate					-	-
Gesco - HVAC Hydronic System	169,165.00				-	169,165.00
Civil Works as per GHD's estimate	20,000.00				-	20,000.00
General Sprinklers - Sprinkler Deficiencies	5,710.00				-	5,710.00
Pancom Electric	4,945.00				-	4,945.00
Admin Fees (CRAFT)	19,982.00				-	19,982.00
	219,802.00	-	-	-	-	219,802.00

Schedule “J”

Notice of Approval Conditions

Attached.

Urbancorp Communities Inc
 120 Lynn Williams St, Suite 2A
 Toronto ON M6K 3N6

Re: Notice of Approval Conditions
Site Plan Control Application No. 11 154637 STE 30 SA
 50 Curzon St
 Ward 30 - Toronto-Danforth

The City Planning Division Toronto and East York District, has completed the review of your proposal for a 56 unit row house development with underground parking as outlined in the following plans and drawings:

Title	Plan No.	Prepared By	Rev. No.	Plan Date	Date Stamped
General Notes	A0-01	Kasian Architects	7	April 7, 2015	September 14, 2015
Site Plan	A1-01	Kasian Architects	9	August 7, 2015	September 14, 2015
Exterior Elevations	A4-01	Kasian Architects	8	April 7, 2015	September 14, 2015
Exterior Elevations	A4-02	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-03	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-04	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-05	Kasian Architects	7	April 7, 2015	September 14, 2015
Building Sections	A5-01	Kasian Architects	7	April 7, 2015	September 14, 2015
Building Sections	A5-02	Kasian Architects	7	April 7, 2015	September 14, 2015
Stormwater Tank Section	A5-03	Kasian Architects	4	April 7, 2015	September 14, 2015
Stormwater Tank Section	A5-04	Kasian Architects	4	April 7, 2015	September 14, 2015
Landscape Plan	L-100	Terraplan Landscape Architects	12	April 9, 2015	September 14, 2015
Key Plan	L-200	Terraplan Landscape Architects	12	April 9, 2015	September 14, 2015

Title	Plan No.	Prepared By	Rev. No.	Plan Date	Date Stamped
Planting Details	L-300	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Hardscape Details	L-301	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Details	L-302	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Tree Protection Plan	TS-1	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Tree Protection Details	TS-2	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Site Servicing and Grading Plan	SS-1	GHD	16	July 7, 2015	September 14, 2015
Cross Sections	SS-2	GHD	11	April 10, 2015	September 14, 2015

The issuance of the City's Notice of Approval Conditions letter does not constitute site plan approval. The Chief Planner's designate, the Director of Community Planning will be in a position to issue approval of the plans and drawings listed herein and to satisfy applicable law requirements of Section 41(16) of the *Planning Act* and Section 114 of the *City of Toronto Act*, once the owner has satisfied all of the pre-approval conditions set out herein.

It is the owner's responsibility to work with the respective City divisions to satisfy the pre-approval conditions set out below. Please note that if the pre-approval conditions are not fulfilled within two (2) years of the date of this notice, then this notice is no longer valid and a new submission is required unless a written request for time extension is received and granted by the Chief Planner or his/her designate.

A. PRE-APPROVAL CONDITIONS

LEGAL SERVICES – Stephanie Morrow 416-397-5379

1. The Owner shall enter into the City's standard site plan agreement to and including registration of the site plan agreement on title to the subject lands by the City at the owner's expense;

TECHNICAL SERVICES – Lucia Stanciu 416-392-8450

2. The Owner shall prepare all documents and convey to the City, for nominal consideration, PART 2 and PART 3 shown on the draft R-plan 66R- (number to be determined after registration) for public park dedication, in fee simple for public park purposes, such lands to be free and clear of all physical and title encumbrances, save and except for utility poles, all to the satisfaction of the Chief Planner and Executive Director, City Planning, General Manager of Parks, Forestry and Recreation and the City Solicitor;
3. Submit to the Executive Director of Engineering and Construction Services a certified cheque in an amount of \$1,566.18 to cover the costs associated with the installation of the

on-street signage signs along Curzon Street to advise the motorists of the current parking bylaw ("No Parking 12:01 am to 7:00 am Except by Permit"), as per the accepted On-street Signage Plan, Drawing No. SN-1, dated December 14, 2-122, revised on January 23, 2012, prepared by BA Group;

CITY PLANNING – Leontine Major 416-397-4079

4. The Owner shall submit financial security in the amount of \$124,300.00 to the Director, Community Planning, Toronto & East York District in the form a Letter of Credit or certified cheque to guarantee the provision of landscape development works as detailed on the approved Landscape Plans;

PARKS, FORESTRY AND RECREATION – Pegah Tootoonchian 416-392-3390

5. Prior to the registration of the condominium, the Owner shall convey a 700.09 m² portion of land at the northeast corner of the development site for public parkland purposes. The location and configuration of the land will be to the satisfaction of the General Manager of Parks, Forestry and Recreation. The land to be conveyed as parkland shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, Parks, Forestry & Recreation;
6. Prior to the Letter of Credit being released and the parkland being conveyed, the Owner shall agree to be responsible for the use, maintenance and liability of the parkland, to the satisfaction of the General Manager, Parks, Forestry & Recreation;
7. The Owner shall pay for the costs of the parkland dedication and the preparation and registration of all relevant documents. The Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the parkland dedication;
8. Prior to conveying the parkland to the City, the Owner shall:
 - 8.1. Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;
 - 8.2. Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit towards the cost of the peer review in the form of a certified cheque, to the Executive Director, Engineering & Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);

- 8.3. Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, Engineering and Construction Services;
- 8.4. At the completion of the site assessment/remediation process, the Owner shall submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, Engineering & Construction Services for peer review and concurrence, which states:
 - 8.4.1. In the opinion of the Qualified Person:
 - i. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - ii. To the extent that the opinion in 8.4.1(i) is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - 8.4.2. Land to be conveyed to the City meets either:
 - i. the applicable Ministry Generic Site Condition Standards for the most environmentally sensitive adjacent land use; or
 - ii. the Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein;
- 8.5. The Qualified Person's statement, referenced in 8.4 above, will include a Reliance Letter that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;
- 8.6. For conveyance of lands requiring a Record of Site Condition:
 - 8.6.1. File the Record of Site Condition on the Ontario Environmental Site Registry; and

8.6.2. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, Engineering & Construction Services;

9. Prior to conveyance of the parkland the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed;
10. Prior to conveyance of the parkland, the Owner shall ensure that the grading and drainage for the parkland is compatible with the grades of the adjacent lands to the satisfaction of the General Manager, Parks, Forestry & Recreation and the Director of Technical Services;
11. Prior to the transfer of fee simple of the Park Blocks to the City, the Park Blocks shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the *Ontario Building Code Act, 1992* and any structures constructed on the land abutting the Park Blocks shall be subject to limiting distance requirements established under the Ontario Building Code. The Owner must design the building to achieve Ontario Building Code setbacks related to fire separation on their own site. Prior to the issuance of any above grade building permits, the owner will be required to provide information to the appropriate staff in Parks, Forestry & Recreation. If the City agrees to enter into a Limiting Distance Agreement, the City will require compensation for the affected area;
12. Prior to registration of the condominium, the Owner is required to submit working drawings, specifications and landscape plans showing the scope and detail of the work for the Base Park Improvements for review and approval by the General Manager of Parks, Forestry & Recreation;
13. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited unless a Park Occupation Permit (POP) has been obtained from the Manager of Business Services – Ryan Glenn, 416-392-8578. The POP, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, Parks Forestry & Recreation. The POP must be secured prior to the issuance of any shoring and excavation permits. The owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park. Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor;

URBAN FORESTRY – Jetmir Balashi 416-392-0967

14. Prior to Site Plan Approval the owner shall provide tree removal payment, in the amount of **\$1,749.00** to cover the appraised tree value, and set fees of City owned trees to be removed as part of this project. This tree removal payment must be submitted to the attention of the Supervisor of Urban Forestry, Tree Protection & Plan Review. Upon receiving the payment and the completed "Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees Form" Urban Forestry will issue the permit;

15. Where tree planting to replace trees removed is not physically possible on site at a replacement ratio of 3:1, the General Manager of Parks, Forestry & Recreation will accept a cash in lieu payment in an amount equal to 120 percent of the cost of replanting and maintaining the trees (\$583.00 / tree) for a period of two years. Only large growing shade tree species will be counted in the 3:1 replacement ratio.

- o The required replacement planting due to trees removed via Private tree by-law is twenty-four (24) trees. There are shown only eight (8) trees that meet the replacement requirements (three (3) Basswood trees, three (3) tulip trees and two (2) Red oak trees). Cash-in-lieu payment in an amount of \$9,328.00 is required.

B. POST APPROVAL CONDITIONS

In addition to the above pre-approval conditions, the following post approval conditions are to be fulfilled by the owner following site plan approval and will be incorporated into a site plan agreement:

The proposed development shall be carried out and maintained in accordance with the plans and drawings referred to herein, to the satisfaction of the City of Toronto.

TECHNICAL SERVICES

1. The Owner shall remove and restore all existing accesses, curb cuts, traffic control signs, etc., along the development site frontages that are no longer required and reinstate the curb, gutter and boulevard within the City's right-of-way, in accordance with City standards, to the satisfaction of the Executive Director of Engineering and Construction Services;
2. The Owner shall maintain and operate the loading space signaling system as recommended in the accepted "Truck Signal Warning System", prepared by BA Group, dated July 20, 2015, to the satisfaction of the Executive Director of Engineering and Construction Services and General Manager, Transportation Services;
3. The Owner shall provide and maintain off-street vehicular loading and parking facilities and access/driveways in accordance with the approved plans and drawings to the satisfaction of the Executive Director, Engineering and Construction Services;
4. The Owner shall construct and maintain all facilities necessary to permit the City to collect bulk-lift, uncompacted garbage, recycling and organic material for the 55-unit multi-residential component of this development;
5. The Owner shall provide and maintain a central solid waste collection and waste diversion facility for the multi-residential component of this development on the basement level, as shown on the Drawing No. A2-01 and accepted by the Executive Director, Engineering and Construction Services;
6. The Owner shall construct any Type G loading space and all driveways and passageways providing access thereto to the requirements of the Ontario Building Code, including allowance for City of Toronto bulk lift and rear bin loading with impact factors where they are to be built as supported structures;

7. The Owner shall construct any decorative unit paver surface to be used within any portion of the Type G loading space and in any area used to access/egress the loading space to applicable City standards to withstand truck traffic, and indemnify the City against any damage that may be caused to the decorative unit pavers through the regular use of the area by City refuse collection vehicles;
8. The Owner shall provide and designate an on-site fully trained staff/maintenance person to move the bins from the garbage/recycling/organics storage space to the collection area and also act as a flagman when garbage trucks and other large vehicles with the back-up manoeuvre to/from type G loading space; control traffic in the area;
9. The Owner shall acknowledge and agree that the Type G loading space shall not be occupied during the days where City refuse and recyclable collection is scheduled, and in the event that the Type G loading space is occupied, the collection vehicle will leave the site and not return until the next scheduled collection day;
10. The Owner shall acknowledge and agree that in the event the on-site staff member is unavailable at the time the City collection vehicles arrival at the site, the collection vehicle will leave the site and not return until the next scheduled collection day;
11. The Owner shall provide certification to the Executive Director, Engineering and Construction Services from the architect who designed the building to confirm that all solid waste management facilities and the horizontal and vertical clearances required for City collection vehicles have been constructed in accordance with the approved site plan drawings;
12. The Owner shall provide certification to the Executive Director, Engineering and Construction Services, from the Professional Engineer who designed and supervised the construction that the driveway, specifically the portions built over the underground garage and/or intake/outtake grills), can safely support a fully loaded vehicle weighing 35,000 kilograms;
13. The Owner shall notify all Owners/tenants, in writing and in their deeds/leases, of arrangements in place with respect to waste collection for the 55 units, the multi-residential component of this development;
14. The Owner shall notify Solid Waste Management upon completion of the development and complete the necessary application and waiver forms prior to the commencement of City solid waste, recycling and organic materials for this development;
15. The Owner shall construct and maintain the stormwater management measures/facilities and site grading as recommended in the accepted Stormwater Management Report entitled " Site Servicing Assessment & Stormwater Management Implementation Report for proposed residential development located at 50 Curzon Street ", revised on July 8, 2015 and Site Servicing and Grading plan, Drawing No. SS-1, revision 16, dated July 7, 2015), both prepared by GHD;

16. The Owner shall construct and maintain site servicing as indicated on the accepted Site Servicing and Grading plan, Drawing No. SS-1, revision 16, dated July 7, 2015) and Cross Section (Drawing No. SS-2, revision 11, dated July 7, 2015), both prepared by GHD;
17. The Owner shall provide certification to the Executive Director, Engineering and Construction Services by the Professional Engineer who designed and supervised the construction that the stormwater management facilities and site grading have been constructed in accordance with the accepted Stormwater Management Report and the accepted Grading plans;
18. The Owner shall provide certification to the Executive Director, Engineering and Construction Services by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings;
19. The Owner agrees to monitor the quantity and quality of discharge from foundation drains resulting from the groundwater by installing a sampling port and flow meter, approved and accessible to the City and to provide the approved flow meter calibration certificate and the test results of the quality of this discharge, together with a certification from a consultant that it complies with Toronto Municipal Code, Chapter 681, Table 1 – Limits for Sanitary and Combined Sewers Discharge, on a yearly basis to the Environmental Monitoring and Protection, Toronto Water. The quantity of water discharging from the foundation drains must not exceed the maximum flow rate of 120 l/min and maximum total daily volume of 5, 160 L/day determined in the September 8, 2015 Sanitary Discharge Agreement between the City of Toronto and Urbancorp (Leslieville) Developments Inc. and any subsequent agreement(s) in relation thereto. Failure to comply with the requirements of the Sanitary Discharge Agreement will result in the revocation of such agreement and foundation drains will have to be disconnected;
20. Prior to the registration of the Plan of Condominium, the Owner shall submit for review to the Executive Director of Engineering and Construction Services, a copy of the proposed declaration of the condominium which shall contain the appropriate clause(s) advising owners of all of the obligations of the condominium under the Sanitary Discharge Agreement;

PARKS, FORESTRY AND RECREATION

21. The Owner, at their expense, will be responsible for base construction and installation of the parkland. The Base Park Improvements include the following:
 - i. demolition, removal and disposal of all existing materials, buildings and foundations;
 - ii. grading inclusive of topsoil supply and placement, minimum of 150 mm;
 - iii. sod #1 nursery grade or equivalent value of other approved park development;
 - iv. fencing to City standard (where deemed necessary);
 - iv. all necessary drainage systems including connections to municipal services;
 - v. electrical and water connections (minimum 50 mm) directly to the street line, including back flow preventors, shut off valves, water and hydro chambers;

- vi. street trees along all public road allowances, which abut future City owned parkland;
and
 - vii. standard park sign (separate certified cheque required);
22. All work is to be completed to the satisfaction of the General Manager, Parks, Forestry & Recreation. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements;
 23. The Base Park construction shall be completed prior to the registration of the condominium. Unforeseen delays (e.g. weather) resulting in the late delivery of the park shall be taken into consideration and at the discretion of the General Manager, Parks, Forestry & Recreation when determining a revised delivery date for the park;
 24. The Owner, upon satisfactory completion of the construction and installation of the Park Improvements shall be required to guarantee such work and associated materials for a period of not less than 2 years. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings;
 25. The owner, upon satisfactory completion of the construction and installation of the Base Park Improvements will be required to guarantee such work and associated materials. The owner will provide certification from their Landscape Architect certifying all work has been completed. At that time, the submitted letters of credit for park related development will be released, less 20% which shall be retained for a two-year period as a performance guarantee;
 26. As-built drawings in print/hardcopy and electronic format shall be submitted to Parks, Forestry & Recreation. A complete set of "as built" plans shall be provided electronically on CD in the latest version of AutoCAD, two (2) sets full size bond hard copy and one (1) set 11x17 format to the General Manager, Parks, Forestry & Recreation. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted. Written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals;
 27. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to the Parks, Forestry & Recreation;
 28. After the two year warranty on the park materials and workmanship, the Owner must ensure through written documentation that:
 - i. There are no outstanding claims against the remaining park security;
 - ii. No liens have been registered against the parkland;

- iii. The owner has provided the City with written confirmation that it has not received notice of any claim for lien affecting the parkland;
- iv. All deficiencies have been rectified; and
- v. The owner has provided to the City the certificate of the parkland Landscape Architect providing evidence that all lien periods under the Construction Lien Act affecting the parkland have expired;

URBAN FORESTRY

- 29. The Owner shall have a qualified company implement the approved Landscape Plan and all approved tree preservation and maintenance strategies to the satisfaction of Urban Forestry. As well, prior to construction or grading activities, where necessary to ensure the health and vigour of trees to be preserved, tree maintenance measures must be undertaken by a certified arborist or other qualified expert and according to currently accepted sound arboricultural practices;
- 30. Tree planting must be completed according to the approved Landscape Plan and to the satisfaction of Urban Forestry within a reasonable time frame. Any proposed revisions to the planting plan must first be approved by Urban Forestry;
- 31. The site shall be developed and maintained in accordance with the approved plans and conditions of approval associated with the Site Plan, Grading Plan, Site Servicing Plan, Landscape Plan, Building Permit and Tree Permit(s)/Approvals. Any proposed revisions/alterations to the approved plans or permits that affect trees must be approved by Urban Forestry, on behalf of the General Manager of Parks, Forestry & Recreation;
- 32. Trees proposed for planting on the City road allowance and private property must be planted in accordance with Planting Detail No. 101 for Balled and Burlapped Trees in Turf Areas, dated June 2002. Please note that the applicant must conduct an investigation of underground utilities prior to proposing tree planting within the City road allowance. If planting is not possible due to a utility conflict, a utility locate information sheet from the respective utility company should be provided to the City. All underground utilities and services shall be in a common trench;
- 33. Urban Forestry requires that the site be de-compacted as preparation for planting by excavating 100cm of the existing soil, scarify and replacing with top soil, prior to tree planting. A sandy loam soil comprising 50-60 % sand, 20-40 % silt, 6-10 % clay and 2-5 % organic with a pH of 7.5 or less is preferred;
- 34. All trees (on City road allowance and private property) must be planted as per the plans, approved by Urban Forestry and must arrive on site in Balled and Burlapped condition, with a minimum caliper of 70 mm. Each tree shall have the burlap and wire cage opened and soil scraped away until the first proper root is found indicating the top of the real root ball, the tree is then to be planted with this level to be considered the top of root-ball for all other instructions. Any tree found planted with the first proper root more than 2.5cm below planting level will be rejected and require replacement or replanting at the City's discretion;

35. The Owner shall provide a two-year renewable guarantee for all new tree plantings within the City road allowance and shall notify the Supervisor of Urban Forestry, Tree Protection & Plan Review in writing, of the planting date prior to planting. This date is used to establish the anniversary date of the required two-year renewable guarantee;
36. The Owner shall maintain all new tree plantings within the City road allowance in good condition. Trees will be inspected during and prior to the end of the renewable guarantee period. If the trees are in good condition at the end of the renewable guarantee period, the City will assume maintenance and ownership of the trees;
37. The Owner shall be responsible for the maintenance or replacement of all new tree plantings within the City road allowance if during or at the end of the renewable guarantee period the trees are not in good condition, require maintenance, or require replacement. The owner will be responsible for rectifying the problem as determined by and to the satisfaction of the General Manager of Parks, Forestry & Recreation; and
38. The Owner shall maintain all newly replanted trees within the City road allowance in good condition and shall provide an additional two-year renewable guarantee.

The site plan agreement is being prepared by Legal Services. They will forward it to you shortly for your execution and return to the City.

Please find attached advisory comments to assist you with your application.

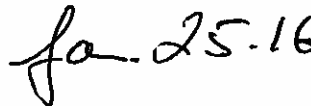
Attached is a copy of the standard form letter of credit required by the City of Toronto. We have found in the past that the failure of applicants to provide the City with a letter of credit in the proper format has resulted in the City's Finance Division rejecting the letter with a resulting delay in the issuance of building permits. Please ensure that the letter of credit follows the format and content verbatim of the sample letter.

Should you have any questions, please contact Leontine Major, Senior Planner at (416) 397-4079.

Yours truly,



Gregg Lintern, MCIP, RPP
Director, Community Planning,
Toronto and East York District



(date)

Attachment: Site Plan Advisory Comments
Sample Letter of Credit

cc: Urbancorp (Leslieville) Dev Inc, 120 Lynn Williams St., Suite 2A, Toronto ON M6K 3N6
Manager, Plan Examination, Toronto Building
Manager, Engineering and Construction Services
Supervisor of Law Clerks, Planning & Administrative Tribunal Law, Legal Services
Program Manager, Development Applications Unit, Planning, Design & Development, Parks,
Forestry & Recreation

ATTACHMENT: 1

SITE PLAN ADVISORY COMMENTS

1. The Owner is required to make a separate applications to the General Manager of Transportation Services for permits to carry out any works involving the construction in, or occupancy of, the abutting public rights-of-way;
2. That approval for all work that will be carried out within the abutting public rights-of-way, which may include but not be limited to financial responsibility for removal or relocation of existing street furniture (transit shelters, loss of advertising revenue, benches, litter bins, bike rings, etc.), must be received from the Transportation Services Division. The City will not undertake any work associated with removing, reinstalling or relocating existing street furniture until it receives payment. If clarification is required on how the above standards will apply to this site, the applicant can contact the Right-of-Way Management Section, Toronto and East York District, Construction Activities, at 392-7877 or the Street Furniture Management section at 416-392-1799;
3. To have regard for the City's Vibrant Streets design guidelines, which are available on the City's website at: www.toronto.ca/involved/projects/streetfurniture/pdf/vibrant_streets.pdf.
4. The Owner will be required to make an application to the General Manager of Toronto Water Division for the installation of any proposed services within the City's right-of-way after acceptance of the stormwater management report and site grading and servicing plan. For further information, please contact District Operations, Mr. Matthew McAinsh at 416-395-6063;
5. As established by Toronto By-law, Chapter 880, it is required that an approved fire access route be provided and an application shall be submitted to Toronto Fire Services prior to occupancy;
6. In order to obtain approval for work in the City's right-of-way the Owner will be required to provide up to date stake out information for most construction related work. For further information, please contact Ontario One Call at 1-800-400-2255 to arrange for an appointment;
7. The Owner applied for and obtained a revised municipal address of 42 Curzon Street for the proposed residential condominium and 58 Curzon Street for the proposed parkette to be conveyed to the City of Toronto, as per the March 24th, 2014 letter from Land and Property Surveys to Urbancorp;
8. The owner shall obtain approval from Toronto Hydro Street Lighting Incorporated, THSLI, for removing and/or relocating any utility with attached municipal street lighting and for any upgrades. The applicant is advised to contact THSLI (416-542-3195) or www.torontohydro.com/streetlighting for comment and cost estimates for required fieldwork;

9. The Owner acknowledges and agrees that stockpiling of any soils or materials or use as an interim construction staging area on the parkland is prohibited, unless otherwise approved by the General Manager, Parks, Forestry & Recreation;
10. The City will not provide a credit for the 4.09 m² over-dedication of parkland;
11. The City acknowledges the receipt of a Letter of Credit worth \$769,280.00 (No. SBT752755) to secure the parkland dedication for this development;
12. The City acknowledges the receipt of a Letter of Credit worth \$101,640.00 (No. SBT753892) to secure the Base Park Improvements for the parkland;
13. A completed Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees is required prior to removal and stumping of City owned trees. Utility locates must be obtained prior to the work commencing;
14. Where tree planting occurs, the owner shall ensure a clearance of 1.2 metres from the edge of a tree's root ball to the edge of the underground utility(s). For clearance less than 1.2 metres but greater than or equal to 0.6 metres, a root deflector must be installed in tree pits between the tree's root ball and the utility(s); and
15. The General Manager of Parks, Forestry & Recreation shall hold the tree planting security deposit for the duration of the renewable guarantee period.

ATTACHMENT: 2

(PRINTED ON BANK LETTERHEAD)

IRREVOCABLE STANDBY LETTER OF CREDIT

Beneficiary: City of Toronto	Issue Date:
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Letter of Credit Number:	Credit Amount (Canadian Funds):	Initial Expiry Date: <u>(12 months following issue date)</u>
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We hereby authorize you, the City of Toronto, to draw on **(Bank name, address and branch)** (the "Bank") for the account of **(customer name and address)**, (the "Customer") up to an aggregate amount of \$ _____ Canadian Dollars (the "Credit Amount") available on demand up to _____ (date) _____ (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto, and **(name of customer)**, made in connection with approval of Site Plan Application [list application number] (the "Agreement").

Pursuant to the request of the Customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the Credit Amount on which you may draw in whole or in part at any time and from time to time, subject to the terms herein.

A drawing under this Letter of Credit shall be made by you presenting to the Bank, at the address noted below, a demand in writing authorized by the City Treasurer or delegate.

Partial drawings are permitted.

Upon receipt of said demand, the Bank shall pay to you the amount stated in the demand, to be payable to you without inquiring whether you have a right as between yourself and the Customer to make such demand, and without recognizing any claim of the Customer or objection by the Customer to payment by the Bank.

This Letter of Credit will continue up to the Initial Expiry Date but shall be subject to the condition that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless 60 days prior to any such expiration date the Bank notifies you by notice in writing delivered to the City of Toronto at the address noted below by registered mail that it shall not renew this Letter of Credit for any such additional period. Upon receipt by you of such notice, you may draw hereunder, for the available balance of this Letter of Credit by presenting a written demand together with confirmation that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement. The demand must be authorized by the City Treasurer or delegate.

Bank Name: _____

Countersigned: _____

Address: _____

Countersigned: _____

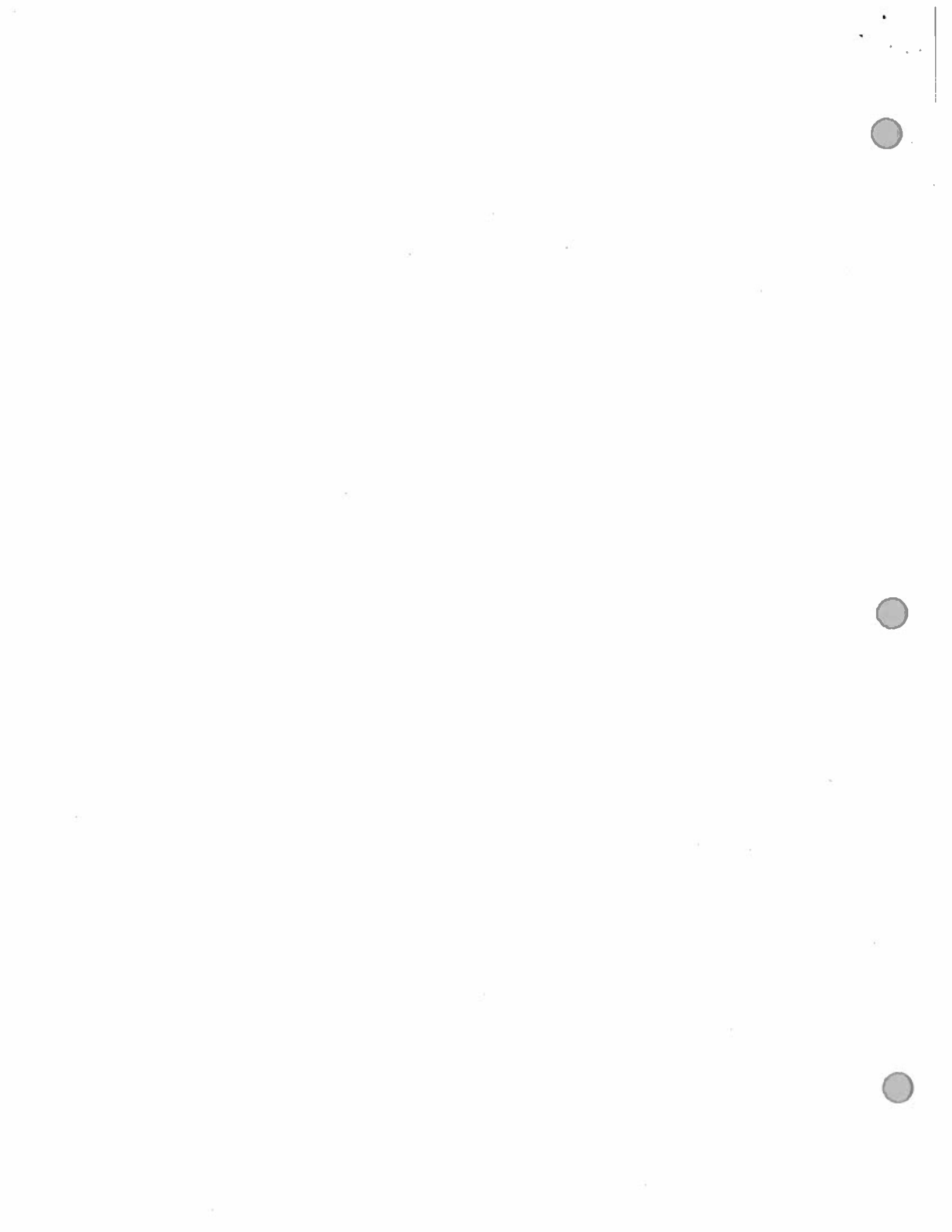
ADDRESS FOR NOTICE

1. NOTICE TO BANK

(bank to insert full address and contact information)

2. NOTICE TO CITY OF TORONTO

City of Toronto
Corporate Finance Division, Capital Markets
City Hall, 7th Floor, East Tower
100 Queen Street West
Toronto, Ontario, M5H 2N2



Schedule “K”

Draft Site Plan Agreement

Attached.

B E T W E E N:

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.

(the "Owner")

- and -

CITY OF TORONTO

(the "City")

WHEREAS:

- (A) The Owner is the owner of the land known as **50 Curzon Street**, in the City of Toronto, more particularly described in Schedule "A" to this Agreement (the "Land");
- (B) Pursuant to Subsection 114(12) of the City of Toronto Act, 2006, S.O. Chapter 11, Schedule A, the Council for the City of Toronto by enactment of By-law No. 774-2012 designated the City of Toronto as a site plan control area;
- (C) The Owner has applied to the City under Section 41 of the *Planning Act* and Section 114 of the *City of Toronto Act, 2006*, for site plan approval in respect of its development for a 56 unit row house development with underground parking (the "Project");
- (D) Section 114(17)(b) of the *City of Toronto Act, 2006*, states that the City may by by-law delegate any of the City of Toronto's powers or authority in Section 114 to an appointed official;
- (E) Article 415-19 of the Toronto Municipal Code delegates the powers and authority granted to Council with respect to site plan approval, to the Chief Planner or his/her designates, the Directors of Community Planning;
- (F) The Director of Community Planning, Toronto and East York District, (the "Director") on **January 25, 2016**, issued Notice of Approval Conditions with respect to Application No. **11 154637 STE 30**, wherein the Director indicated that he/she would be in a position to issue the Statement of Approval with respect to the Plans and Drawings listed in Schedule "B" to this Agreement (the "Plans and Drawings") once the Owner has satisfied all of the pre-approval conditions set out in the Notice of Approval Conditions, including the entering into of this Agreement;
- (G) Subsection 114(14) of the *City of Toronto Act, 2006*, provides that an agreement entered into to secure the provision of facilities, works or matters may be registered on the title of the land to which it applies.

IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

DEVELOPMENT OF PROJECT

1. The Owner agrees to develop the Land and construct the Project in substantial conformity with the Plans and Drawings and in accordance with the conditions set out in Schedule "C" to this Agreement, including, without limiting the generality of the foregoing, those Plans and Drawings setting out the approved exterior design and sustainable design features of the Project.

2. The Owner acknowledges and agrees that minor variations from the requirements of this Agreement including the Plans and Drawings may be consented to by the Chief Building Official for the City on amendments necessary to satisfy the requirements of the Ontario Building Code, or in other cases by the Chief Planner or designate, provided that in the opinion of the said Official, the general intent and purpose of this Agreement is maintained.

MAINTENANCE OF THE PROJECT

3. The Owner agrees to maintain the Project in substantial conformity with the Plans and Drawings and in accordance with the conditions set out in Schedule "C" to this Agreement, in default of which the Owner acknowledges that the City may exercise its rights set out in this Agreement.

COMPLETION OF THE PROJECT

4. The Owner agrees to complete the Project as set out in this Agreement within three years from the date of issuance of the Statement of Approval failing which this approval shall require an extension by the Director prior to the issuance of any building permit and the City may exercise the other remedies set out in this Agreement.

SECURITY FOR PERFORMANCE OF OBLIGATIONS

5. Upon execution of this Agreement, the Owner shall, if required in Schedule "C" of this Agreement, submit to the City a letter of credit or cash deposit in an amount satisfactory to the Director to secure the Owner's obligations (the "Security"). Any letter of credit shall be provided in a format acceptable to the City Treasurer and Chief Financial Officer. The Owner acknowledges and agrees security submitted in the form of a cash deposit when returned will not include interest.
6. Where required by Schedule "C" to this Agreement, the Owner agrees to guarantee the performance of the Owner's obligations to the satisfaction of the Director. The City may in its sole discretion reduce the Security and retain the balance until the conclusion of the guarantee period, if required by Schedule "C", and the Owner has completed its obligations to the satisfaction of the City.
7. The Security, or such remaining balance, shall be returned upon the satisfactory completion of the Owner's obligations under this Agreement. If the security is submitted to the City in the form of a cash deposit, it shall be returned to the person or Company having submitted the security, unless a signed Direction is provided to the City indicating otherwise. If the security is submitted in the form of a letter of credit, it will be returned to the Financial Institution.

RIGHT TO ENTER

8. The Owner acknowledges and agrees that the City may enter onto the Land at any time to inspect the Project to ensure substantial conformity with the Plans and Drawings and compliance with the obligations of this Agreement.

NON-COMPLETION

9. If in the opinion of the City, the Project is not being completed within the specified time or not in accordance with the approved Plans and Drawings, or should the Owner neglect or abandon the Project before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or should the Owner, in any manner, in the opinion of the City, default in the performance of any of the terms of this Agreement, then in such case, the City shall notify the Owner by prepaid registered mail in writing, specifying with reasonable particularity the nature of such default or neglect and require the Owner to remedy the same.

10. If such default or neglect is not remedied within ten (10) working days after such notice or within such greater time period as may be specified by the City, the City thereupon shall have full authority and power immediately to draw on the Financial Security to purchase such materials, tools and machinery and to employ such people as in the City's opinion shall be required for the proper completion of the outstanding obligations in this Agreement.
11. The cost of completion of any outstanding obligations of the Project shall be calculated by the City whose decision shall be final and such costs may be deducted from the Letter of Credit or other Financial Securities provided herein. In the event that the said Letter of Credit or other securities are insufficient to reimburse the City for all expenses incurred by the City to carry out the terms and obligations of this Agreement, then the Owner agrees to pay to the City such additional costs forthwith upon demand and the provisions of Section 386 of the *City of Toronto Act 2006, c.11* as amended, shall apply.

REMEDIES OF CITY

12. The Owner agrees that the City may recover the total cost of all labour and materials in carrying out and completing the obligations of the Owner as set out in this Agreement, plus a management fee equal to 15% of the costs and to do so, may from time to time draw without notice on the Security, in whole or in part, and retain the money secured by the Security.

ADJACENT MUNICIPAL PROPERTY

13. The Owner shall rectify, restore and repair any adjacent municipal property damaged in implementing this Agreement.

INDEMNITY

14. The Owner agrees to defend, indemnify and save the City harmless from and against all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the City in respect of any failure by the Owner to fulfill any of its obligations (including the failure to maintain) under this Agreement.
15. The Owner agrees to pay to the City on demand, any loss, costs, or damages which may be sustained, incurred or paid by the City in consequence of the Owner's failure to fulfill any of its obligations (including the failure to maintain) under this Agreement.

NO OBLIGATION TO INSPECT

16. Nothing in this Agreement imposes upon the City any duty or obligation to inspect or examine the Land for compliance, or non-compliance or to provide an opinion or view respecting any condition of development or to request or require compliance with the conditions of this Agreement.

WAIVER

17. The waiver by the City of any provision of this Agreement in one instance shall not constitute a waiver of any other instance and any waiver shall be in writing.
18. No delay or omission by the City in exercising any right or remedy shall operate as a waiver of the right or remedy or of any other right or remedy.

REGISTRATION OF AGREEMENT

19. The Owner consents to the registration of this Agreement against the title of the Land and agrees to pay all of the City's costs with respect to the registration of this Agreement and any other required documents, including but not limited to any applicable subsearch, execution search and registration fees.

NOTICE

20. Any notice given by the City to the Owner pursuant to this Agreement is sufficiently given if sent by prepaid first class mail (addressed to the Owner at the address shown for the Owner on the assessment rolls of the City or on any application for building permit) or by means of facsimile transmission. The notice shall be conclusively deemed to have been received on the third business day following mailing or respectively, the date of transmission contained on the facsimile confirmation printout.

VALIDITY

21. The invalidity of any particular provision of this Agreement shall not affect any other provision, but this Agreement shall be construed as if the invalid provision had been omitted.

SUCCESSORS, ASSIGNS

22. This Agreement enures to the benefit of the City and is binding upon the Owner and its successors and assigns. Notwithstanding anything in this Agreement to the contrary, in the event that the City acquires any part of the Land for any municipal purpose, including a road widening, the City shall not be bound by this Agreement as an Owner.

INTERPRETATION

23. This Agreement is to be read with all changes in gender or number as required by the context.
24. Schedules "A", "B" and "C" shall form part of this Agreement.
25. Notwithstanding anything in this Agreement to the contrary, in the event the City acquires any part of the Land for any municipal purpose, including streets, pedestrian walkways or connections and parks, or for the purposes of any of its boards, commissions, authorities, or agencies, the City shall not be bound by this Agreement as an Owner.
26. The Owner acknowledges that the entering into of this Agreement does not in itself constitute the approval of the Plans and Drawings under Section 114 of the *City of Toronto Act*.

IN WITNESS WHEREOF the Owner and the City have executed this document under the hands of their officers duly authorized in that behalf.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation

CITY OF TORONTO

Gregg Lintern MCIP, RPP,
Director, Community Planning,
Toronto & East York District

I have authority to bind the Corporation

SCHEDULE "A"

DESCRIPTION OF LAND

MUNICIPAL ADDRESS:

50 Curzon Street, City of Toronto

LEGAL DESCRIPTION:

P.I.N.:

21051-0408 (LT)

Firstly:

Part Lot 11 Plan 61E, Toronto; Part Lot 11, Con 1 FTB, Designated as Pt 2 Plan 66R-25636;

Secondly: Part Lot 11, Con 1 FTB, Designated as Pt 1 PI 66R-25636;

Thirdly:

Part Lot 11, Con 1 FTB, Commencing at an Iron Bar in the Western Limit of Curzon Street, Distant 595.81 Feet Measured Northerly therealong from the Northern Limit of Queen St East; Thence North 16 Degrees 00 Minutes W Along the said Western Limit of Curzon Street, A Distance Of 65.70 Feet to an Iron Bar; Thence South 74 Degrees 22 Minutes 20 Seconds W, A Distance of 252.43 Feet to an Iron Pipe in the Eastern Limit of Lt 8, according to a Plan filed in the said Registry Office as Number 61E; Thence South 17 Degrees 06 Minutes East Along the Eastern Limits of Lots 8 & 9 according to said Plan 61E, A Distance Of 66.00 Feet to a Spike in a Stump; Thence North 74 Degrees 18 Minutes 20 Seconds East A Distance Of 251.17 Feet to the Point Of Commencement; Subject to an Easement as in AT2958528; Subject to an Easement as in AT3708202; Subject to an Easement as in AT3728135, City of Toronto.

SCHEDULE "B"

APPROVED PLANS AND DRAWINGS

Title	Plan No.	Prepared By	Rev. No.	Plan Date	Date Stamped
General Notes	A0-01	Kasian Architects	7	April 7, 2015	September 14, 2015
Site Plan	A1-01	Kasian Architects	9	August 7, 2015	September 14, 2015
Exterior Elevations	A4-01	Kasian Architects	8	April 7, 2015	September 14, 2015
Exterior Elevations	A4-02	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-03	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-04	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-05	Kasian Architects	7	April 7, 2015	September 14, 2015
Building Sections	A5-01	Kasian Architects	7	April 7, 2015	September 14, 2015
Building Sections	A5-02	Kasian Architects	7	April 7, 2015	September 14, 2015
Stormwater Tank Section	A5-03	Kasian Architects	4	April 7, 2015	September 14, 2015
Stormwater Tank Section	A5-04	Kasian Architects	4	April 7, 2015	September 14, 2015
Landscape Plan	L-100	Terraplan Landscape Architects	12	April 9, 2015	September 14, 2015
Key Plan	L-200	Terraplan Landscape Architects	12	April 9, 2015	September 14, 2015
Planting Details	L-300	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Hardscape Details	L-301	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Details	L-302	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Tree Protection Plan	TS-1	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Tree Protection Details	TS-2	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Site Servicing and Grading Plan	SS-1	GHD	16	July 7, 2015	September 14, 2015
Cross Sections	SS-2	GHD	11	April 10, 2015	September 14, 2015

SCHEDULE "C"

**SITE PLAN CONTROL APPLICATION NO. 11 154637 STE 30 SA
50 CURZON STREET
SITE SPECIFIC CONDITIONS**

PRE-APPROVAL CONDITIONS

ENGINEERING & CONSTRUCTION SERVICES

1. **Prior to final Site Plan Approval**, the Owner shall provide to the City a draft reference plan (66R# number to be determined after registration) for the public park to be conveyed to the City for parkland purposes, to the satisfaction of the Chief Planner and Executive Director, City Planning, the General Manager of Parks, Forestry and Recreation and the City Solicitor.
2. **Prior to final Site Plan Approval**, the Owner shall submit to the Executive Director of Engineering & Construction Services a certified cheque, made payable to the City of Toronto, in an amount of \$1,566.18, to cover the costs associated with the installation of the on-street signage signs along Curzon Street to advise the motorists of the current parking bylaw ("No Parking 12:01 am to 7:00 am Except by Permit"), as per the accepted On-street Signage Plan, Drawing No. SN-1, dated December 14, 2-122, revised on January 23, 2012, prepared by BA Group;

CITY PLANNING

3. **Prior to final Site Plan Approval**, the Owner shall submit a financial guarantee in the form of an irrevocable Letter of Credit or certified cheque, made payable to the City of Toronto, in the amount of \$124,300.00, to secure the provision of landscape development works as detailed on the approved Landscape Plans, to the satisfaction of the Director.

URBAN FORESTRY

4. **Prior to final Site Plan Approval**, the Owner shall provide tree removal payment, in the amount of \$1,749.00 (by certified cheque made payable to the Treasurer, City of Toronto), to cover the appraised tree value, and set fees of City owned trees to be removed as part of this Project. This tree removal payment shall be submitted to the attention of the Supervisor of Urban Forestry, Tree Protection & Plan Review. Upon receiving the payment and the completed "Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees Form" Urban Forestry will issue the permit.
5. **Prior to final Site Plan Approval**, where tree planting to replace trees removed is not physically possible on site at a replacement ratio of 3:1, the General Manager of Parks, Forestry & Recreation will accept a cash-in-lieu payment in an amount of \$9,328.00, (by certified cheque made payable to the Treasurer, City of Toronto), which equals to 120 percent of the cost of replanting and maintaining the trees (\$583.00 / tree) for a period of two years. Only **large growing shade tree** species will be counted in the 3:1 replacement ratio as follows:

The required replacement planting due to trees removed via Private tree by-law is twenty-four (24) trees. There are shown only eight (8) trees that meet the replacement requirements (three (3) Basswood trees, three (3) tulip trees and two (2) Red oak trees). Cash-in-lieu payment in an amount of \$9,328.00 is required.

POST-APPROVAL CONDITIONS

ENGINEERING & CONSTRUCTION SERVICES

6. The Owner shall remove and restore all existing accesses, curb cuts, traffic control signs, etc., along the development site frontages that are no longer required and reinstate the curb, gutter and boulevard within the City's right-of-way, in accordance with City standards, to the satisfaction of the Executive Director of Engineering and Construction Services.
7. The Owner shall maintain and operate the loading space signaling system as recommended in the accepted "Truck Signal Warning System", prepared by BA Group, dated July 20, 2015, to the satisfaction of the Executive Director of Engineering & Construction Services and General Manager, Transportation Services.
8. The Owner shall provide and maintain off-street vehicular loading and parking facilities and access/driveways in accordance with the approved plans and drawings to the satisfaction of the Executive Director, Engineering & Construction Services.
9. The Owner shall construct and maintain all facilities necessary to permit the City to collect bulk-lift, uncompacted garbage, recycling and organic material for the 55-unit multi-residential component of this development.
10. The Owner shall provide and maintain a central solid waste collection and waste diversion facility for the multi-residential component of this development on the basement level, as shown on the Drawing No. A2-01 and accepted by the Executive Director, Engineering & Construction Services.
11. The Owner shall construct any Type G loading space and all driveways and passageways providing access thereto to the requirements of the Ontario Building Code, including allowance for City of Toronto bulk lift and rear bin loading with impact factors where they are to be built as supported structures.
12. The Owner shall construct any decorative unit paver surface to be used within any portion of the Type G loading space and in any area used to access/egress the loading space to applicable City standards to withstand truck traffic, and indemnify the City against any damage that may be caused to the decorative unit pavers through the regular use of the area by City refuse collection vehicles.
13. The Owner shall provide and designate an on-site fully trained staff/maintenance person to move the bins from the garbage/recycling/organics storage space to the collection area and also act as a flagman when garbage trucks and other large vehicles with the back-up manoeuvre to/from type G loading space; control traffic in the area.
14. The Owner agrees that the Type G loading space shall not be occupied during the days where City refuse and recyclable collection is scheduled, and in the event that the Type G loading space is occupied, the collection vehicle will leave the site and not return until the next scheduled collection day.
15. The Owner agrees that in the event the on-site staff member is unavailable at the time the City collection vehicles arrival at the site, the collection vehicle will leave the site and not return until the next scheduled collection day.
16. The Owner shall provide certification to the Executive Director, Engineering & Construction Services from the architect who designed the building to confirm that all solid waste management facilities and the horizontal and vertical clearances required for City collection vehicles have been constructed in accordance with the approved site plan drawings.

17. The Owner shall provide certification to the Executive Director, Engineering & Construction Services, from the Professional Engineer who designed and supervised the construction that the driveway, specifically the portions built over the underground garage and/or intake/outtake grills), can safely support a fully loaded vehicle weighing 35,000 kilograms.
18. The Owner shall notify all Owners/tenants, in writing and in their deeds/leases, of arrangements in place with respect to waste collection for the 55 units, the multi-residential component of this development.
19. The Owner shall notify Solid Waste Management upon completion of the development and complete the necessary application and waiver forms prior to the commencement of City solid waste, recycling and organic materials for this development.
20. The Owner shall construct and maintain the stormwater management measures/facilities and site grading as recommended in the accepted Stormwater Management Report entitled "Site Servicing Assessment & Stormwater Management Implementation Report for proposed residential development located at 50 Curzon Street", revised on July 8, 2015 and Site Servicing and Grading plan, Drawing No. SS-1, revision 16, dated July 7, 2015), both prepared by GHD.
21. The Owner shall construct and maintain site servicing as indicated on the accepted Site Servicing and Grading plan, Drawing No. SS-1, revision 16, dated July 7, 2015) and Cross Section (Drawing No.SS-2, revision 11, dated July 7, 2015), both prepared by GHD.
22. The Owner shall provide certification to the Executive Director, Engineering and Construction Services by the Professional Engineer who designed and supervised the construction that the stormwater management facilities and site grading have been constructed in accordance with the accepted Stormwater Management Report and the accepted Grading plans.
23. The Owner shall provide certification to the Executive Director, Engineering and Construction Services by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.
24. The Owner agrees to monitor the quantity and quality of discharge from foundation drains resulting from the groundwater by installing a sampling port and flow meter, approved and accessible to the City and to provide the approved flow meter calibration certificate and the test results of the quality of this discharge, together with a certification from a consultant that it complies with Toronto Municipal Code, Chapter 681, Table 1 – Limits for Sanitary and Combined Sewers Discharge, on a yearly basis to the Environmental Monitoring and Protection, Toronto Water. The quantity of water discharging from the foundation drains must not exceed the maximum flow rate of 120 l/min and maximum total daily volume of 5, 160 L/day determined in the September 8, 2015 Sanitary Discharge Agreement between the City of Toronto and Urbancorp (Leslieville) Developments Inc. and any subsequent agreement(s) in relation thereto. Failure to comply with the requirements of the Sanitary Discharge Agreement will result in the revocation of such agreement and foundation drains will have to be disconnected.
25. **Prior to the registration of the Plan of Condominium**, the Owner shall submit for review to the Executive Director of Engineering & Construction Services, a copy of the proposed Declaration of the Condominium which shall contain the appropriate clause(s) advising owners of all of the obligations of the condominium under the Sanitary Discharge Agreement.

PARKS, FORESTRY AND RECREATION

26. **Prior to the release of the condominium for registration**, the Owner shall convey a 700.09 m² portion of land at the northeast corner of the development site for public parkland purposes, in fee simple, (PART 2 and PART 3 as shown on the draft R-plan 66R# provided). The location and configuration of the land will be to the satisfaction of the General Manager of Parks, Forestry and Recreation and the City Solicitor. The land to be conveyed as parkland shall be free and clear of all physical obstructions, title encumbrances and encroachments, above and below grade, including surface and subsurface easements, save and except for utility poles, unless otherwise approved by the General Manager, Parks, Forestry & Recreation.
27. **Prior to the Letter of Credit being released and the parkland being conveyed**, the Owner shall be responsible for the use, maintenance and liability of the parkland, to the satisfaction of the General Manager, Parks, Forestry & Recreation.
28. **Prior to conveying the parkland to the City**, the Owner shall pay for the costs of the parkland dedication and the preparation and registration of all relevant documents. The Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the parkland dedication;
29. **Prior to conveying the parkland to the City**, the Owner shall:
 - 29.1. submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;
 - 29.2. pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit towards the cost of the peer review in the form of a certified cheque, to the Executive Director, Engineering & Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);
 - 29.3. submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, Engineering and Construction Services;
 - 29.4. submit, at the completion of the site assessment/remediation process, a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, Engineering & Construction Services for peer review and concurrence, which states:
 - 29.4.1. In the opinion of the Qualified Person:
 - i. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and

- ii. To the extent that the opinion in 9.4.1(i) is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.

29.4.2. The land to be conveyed to the City meets either:

- i. the applicable Ministry Generic Site Condition Standards for the most environmentally sensitive adjacent land use; or
- ii. the Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein;

29.5. The Qualified Person's statement, referenced in 9.4 above, will include a Reliance Letter that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;

29.6. For conveyance of lands requiring a Record of Site Condition, the Owner shall:

29.6.1. file the Record of Site Condition on the Ontario Environmental Site Registry; and

29.6.2. submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, Engineering & Construction Services.

- 30. **Prior to conveyance of the parkland**, the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.
- 31. **Prior to conveyance of the parkland**, the Owner shall ensure that the grading and drainage for the parkland is compatible with the grades of the adjacent lands, and to the satisfaction of the General Manager, Parks, Forestry & Recreation and the Executive Director of Engineering & Construction Services.
- 32. **Prior to the transfer of fee simple of the Park Blocks to the City**, the Park Blocks shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the *Ontario Building Code Act, 1992* and any structures constructed on the land abutting the Park Blocks shall be subject to limiting distance requirements established under the Ontario Building Code. The Owner must design the building to achieve Ontario Building Code setbacks related to fire separation on their own site. Prior to the issuance of any above grade building permits, the Owner shall provide information to the appropriate staff in Parks, Forestry & Recreation. If the City agrees to enter into a Limiting Distance Agreement, the City will require compensation for the affected area.

33. **Prior to the release of the condominium for registration**, the Owner shall submit working drawings, specifications and landscape plans showing the scope and detail of the work for the Base Park Improvements for review and approval by the General Manager of Parks, Forestry & Recreation.
34. The Owner agrees that the stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited unless a Park Occupation Permit (POP) has been obtained from the Manager of Business Services – Ryan Glenn, 416-392-8578. The POP, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, Parks Forestry & Recreation. The POP must be secured prior to the issuance of any shoring and excavation permits. The owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park. Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.
35. The Owner, at their expense, will be responsible for base construction and installation of the parkland. The Base Park Improvements include the following:
 - i. demolition, removal and disposal of all existing materials, buildings and foundations;
 - ii. grading inclusive of topsoil supply and placement, minimum of 150 mm;
 - iii. sod #1 nursery grade or equivalent value of other approved park development;
 - iv. fencing to City standard (where deemed necessary);
 - v. all necessary drainage systems including connections to municipal services;
 - vi. electrical and water connections (minimum 50 mm) directly to the street line, including back flow preventors, shut off valves, water and hydro chambers;
 - vii. street trees along all public road allowances, which abut future City owned parkland; and
 - viii. standard park sign (separate certified cheque required);
36. The Owner agrees that all work is to be completed to the satisfaction of the General Manager, Parks, Forestry & Recreation. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
37. The Owner agrees that the Base Park construction shall be completed **prior to the release of the condominium for registration**. Unforeseen delays (e.g. weather) resulting in the late delivery of the park shall be taken into consideration and at the discretion of the General Manager, Parks, Forestry & Recreation when determining a revised delivery date for the park.
38. The Owner, upon satisfactory completion of the construction and installation of the Park Improvements shall be required to guarantee such work and associated materials for a period of not less than 2 years. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings.
39. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements will be required to guarantee such work and associated materials. The Owner will provide certification from their Landscape Architect certifying all work has been completed. At that time, the submitted letters of credit for park related development will be released, less 20% which shall be retained for a two-year period as a performance guarantee.

40. The Owner agrees that as-built drawings in print/hardcopy and electronic format shall be submitted to Parks, Forestry & Recreation. A complete set of "as built" plans shall be provided electronically on CD in the latest version of AutoCAD, two (2) sets full size bond hard copy and one (1) set 11x17 format to the General Manager, Parks, Forestry & Recreation. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted. Written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
41. The Owner agrees that spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to the Parks, Forestry & Recreation.
42. The Owner agrees that after the two year warranty on the park materials and workmanship, the Owner must ensure through written documentation that:
 - i. there are no outstanding claims against the remaining park security;
 - ii. no liens have been registered against the parkland;
 - iii. written confirmation has been provided to the City that it has not received notice of any claim for lien affecting the parkland;
 - iv. all deficiencies have been rectified; and
 - v. a certificate from the parkland Landscape Architect providing evidence that all lien periods under the Construction Lien Act affecting the parkland have expired.

URBAN FORESTRY

43. The Owner shall have a qualified company implement the approved Landscape Plan and all approved tree preservation and maintenance strategies to the satisfaction of Urban Forestry. As well, prior to construction or grading activities, where necessary to ensure the health and vigour of trees to be preserved, tree maintenance measures must be undertaken by a certified arborist or other qualified expert and according to currently accepted sound arboricultural practices.
44. The Owner agrees that tree planting must be completed according to the approved Landscape Plan and to the satisfaction of Urban Forestry within a reasonable time frame. Any proposed revisions to the planting plan shall first be approved by Urban Forestry.
45. The Owner agrees that the site shall be developed and maintained in accordance with the approved plans and conditions of approval associated with the Site Plan, Grading Plan, Site Servicing Plan, Landscape Plan, Building Permit and Tree Permit(s)/Approvals. Any proposed revisions/alterations to the approved plans or permits that affect trees shall be approved by Urban Forestry, on behalf of the General Manager of Parks, Forestry & Recreation.
46. The Owner agrees that trees proposed for planting on the City road allowance and private property shall be planted in accordance with Planting Detail No. 101 for Balled and Burlapped Trees in Turf Areas, dated June 2002. Please note that the applicant must conduct an investigation of underground utilities prior to

proposing tree planting within the City road allowance. If planting is not possible due to a utility conflict, a utility locate information sheet from the respective utility company should be provided to the City. All underground utilities and services shall be in a common trench.

47. The Owner agrees that Urban Forestry requires that the site be de-compacted as preparation for planting by excavating 100cm of the existing soil, scarify and replacing with top soil, prior to tree planting. A sandy loam soil comprising 50-60 % sand, 20-40 % silt, 6-10 % clay and 2-5 % organic with a pH of 7.5 or less is preferred.
48. The Owner agrees that all trees (on City road allowance and private property) must be planted as per the plans, approved by Urban Forestry and must arrive on site in Balled and Burlapped condition, with a minimum caliper of 70 mm. Each tree shall have the burlap and wire cage opened and soil scraped away until the first proper root is found indicating the top of the real root ball, the tree is then to be planted with this level to be considered the top of root-ball for all other instructions. Any tree found planted with the first proper root more than 2.5cm below planting level will be rejected and require replacement or replanting at the City's discretion.
49. The Owner shall provide a two-year renewable guarantee for all new tree plantings within the City road allowance and shall notify the Supervisor of Urban Forestry, Tree Protection & Plan Review in writing, of the planting date prior to planting. This date is used to establish the anniversary date of the required two-year renewable guarantee.
50. The Owner shall maintain all new tree plantings within the City road allowance in good condition. Trees will be inspected during and prior to the end of the renewable guarantee period. If the trees are in good condition at the end of the renewable guarantee period, the City will assume maintenance and ownership of the trees.
51. The Owner shall be responsible for the maintenance or replacement of all new tree plantings within the City road allowance if during or at the end of the renewable guarantee period the trees are not in good condition, require maintenance, or require replacement. The owner will be responsible for rectifying the problem as determined by and to the satisfaction of the General Manager of Parks, Forestry & Recreation.
52. The Owner shall maintain all newly replanted trees within the City road allowance in good condition and shall provide an additional two-year renewable guarantee.

Schedule “L”

Dispute Resolution Procedures

ARTICLE A - MEDIATION

PART 1 - GENERAL INTERPRETATION

1. Definitions

1.1 *Definitions* - In these rules to this Article A of this Schedule “L” (the “**Mediation Rules**”), all terms not otherwise defined in this Article A to Schedule “L” – Dispute Resolution Procedures take the meaning given to them in the Contract to which this Schedule “L” is appended.

1.2 *Time* - In these Mediation Rules, time shall be calculated in the same manner as time is calculated in the Contract.

2. Application

2.1 *Application* - These Mediation Rules apply to a mediation conducted under the Contract.

2.2 *Variation* - The parties to a mediation may, by agreement, change or make additions to these Mediation Rules.

2.3 *Communications Method* - All written communications under these Mediation Rules shall be given in the same manner as written notices are to be given in the Contract.

2.4 *Authority to Disclose* - The Project Mediator may not disclose any documents or information provided by one party to another party unless authorized to do so by the party providing the information.

3. Confidentiality

3.1 *Obligation* - Unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall keep confidential all matters and documents disclosed during the mediation except where the disclosure is necessary for implementation of any agreement reached or is required by law.

3.2 *Interpretation* - Clause 3.1 of Article A shall not be interpreted so as to impair in any way the rights of the party providing any documents disclosed to use the documents in any arbitral or judicial proceeding if that party would have been otherwise entitled to do so but for clause 3.1 of Article A.

3.3 *No Record* - No transcript shall be kept of a mediation conference.

PART 2 - PROCESS

1. Appointment of Project Mediator

1.1 *By Agreement* - The Project Mediator shall be appointed by agreement of the parties from the list of proposed project mediators set out in Exhibit 1 to this Schedule “L” (the “**List of Project Mediators**”).

1.2 *If No Agreement* - If the parties are unable to agree on a Project Mediator within the time required under the Contract, either party may request a judge of the superior court of the jurisdiction of the Place of the Work, to appoint the Project Mediator from the List of Project Mediators.

1.3 *Qualifications* - The Project Mediator must be impartial and independent of the parties and an experienced and skilled commercial mediator, and preferably shall reside or conduct business in the jurisdiction of the Place of the Work and have knowledge of relevant construction industry issues.

1.4 *Mediator Statement* - Before accepting an appointment as Project Mediator, the proposed mediator shall provide the parties with a written statement declaring that the proposed mediator does not have any interest in the outcome of the case or any knowledge of any circumstances which could raise a likelihood of bias or non-objectivity.

2. Documentation

2.1 *Copies to Mediator* - As soon as the Project Mediator is requested to assist the parties, the parties shall send to the Project Mediator a copy of the notice of dispute and reply to the dispute which the parties exchanged under the Contract.

3. Time and Place of Mediation

3.1 *Schedule* - The Project Mediator shall set the date, time and location of the mediation conference as soon as possible, keeping in mind that the Contract provides 10 Working Days within which to attempt to settle the dispute.

3.2 *Location* - The place of the mediation set by the Project Mediator must be in the City of Toronto.

4. Representation

4.1 *Authority to Settle* - As the purpose of the mediation is to settle the dispute as efficiently as possible, each party shall ensure that individuals with the authority to agree to the settlement terms and conditions on behalf of each party are present at the mediation conference or are readily available for consultation.

4.2 *Presence of Legal Counsel* - A party may be accompanied at a mediation conference by legal counsel.

4.3 *Independent Legal Advice* - If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to any party during the course of the mediation conference. The Project Mediator may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

5. Procedure

5.1 *Candid Disclosure* - The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate the negotiations.

5.2 *Oral Statement* - At the mediation conference each party should be prepared to make a brief oral statement explaining that party's point of view and each party is expected to participate in the negotiations with the active assistance of the Project Mediator.

5.3 *Private Caucus* - The Project Mediator may caucus privately with either or each party during the mediation conference if the Project Mediator considers that it will assist the process, and either party may request a private caucus with the Project Mediator at any time.

5.4 *Assistance by Mediator* - The Project Mediator will assist the parties to isolate points of agreement and disagreement, to explore alternative solutions and to consider acceptable compromises or accommodations.

5.5 *Extension of Time Period* - The parties may agree to extend the 10 Working Days mediated negotiation period under the Contract and the Project Mediator shall record that agreement in writing.

6. Settlement Agreement

- 6.1 *Recorded Agreement* - The parties shall record in writing any settlement agreement reached, with sufficient details to ensure a clear understanding of
- (a) the issues resolved in the dispute,
 - (b) any obligations assumed by each party including criteria to determine if and when these obligations have been met, and
 - (c) the consequences of failure to comply with the agreement.
- 6.2 *Obligation to Perform* - The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

7. Termination of Mediation

- 7.1 *Right to Withdraw* - Either party may withdraw from the mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediated negotiations stating the effective date of termination.
- 7.2 *Termination if no Agreement* - If the dispute has not been resolved within 10 Working Days after the Project Mediator was requested to assist the parties or within the longer period agreed by the parties under clause 5.5 of Article A, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.
- 7.3 *Recommendation* - If the mediation is terminated without agreement having been reached, the parties may agree to request the Project Mediator for a recommendation of settlement. If the Project Mediator agrees to provide such a recommendation, it is not binding on the parties. The parties are cautioned, however, that if such a recommendation is requested during the term of the Contract, the Project Mediator's role as a neutral intervenor for other disputes arising under the Contract may be severely compromised.

8. Costs of the Mediation

- 8.1 *Shared Costs* - Unless the parties have agreed otherwise, or an arbitrator otherwise rules pursuant to Section 2.1 of Part 4 of Article B of this Schedule, the fees and reasonable expenses of the Project Mediator and any reasonable expenses associated with the conduct of the mediation shall be shared equally by the parties.

PART 3 - SUBSEQUENT PROCEEDINGS

1. Privileged Process

- 1.1 *No Disclosure in Subsequent Proceedings* - The parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the issues that are the subject matter of the mediation,
- (a) any documents of other parties which are not otherwise producible in those proceedings,
 - (b) any views expressed, or suggestions made, by any party in respect of a possible settlement of the issues,
 - (c) any admissions made by any party in the course of the mediation unless otherwise stipulated by the admitting party,
 - (d) any proposals or recommendations for settlement made by the Project Mediator, or

- (e) the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.

2. Limitations on Project Mediator

- 2.1 *Disqualified* - The Project Mediator shall be disqualified as legal counsel, witness, consultant or expert in any pending or future investigation, action or proceeding relating to the issues in any mediation under the Contract.
- 2.2 *Not Compellable* - The Project Mediator shall not be subpoenaed to give evidence relating to
 - (a) his or her role as Project Mediator under the Contract, or
 - (b) the matters or issues in any mediation under the Contract, in any pending or future investigation, action or proceeding and the parties shall oppose any effort to have the Project Mediator subpoenaed.

ARTICLE B - ARBITRATION

PART 1 - GENERAL

Interpretation

- 1.1 *Definitions* - In these rules to this Article B of this Schedule "L" (the "**Arbitration Rules**"):
 - (a) the terms and phrases have the same meanings as may be attributed to them under
 - (i) the arbitration legislation of the jurisdiction in which the arbitration under these Arbitration Rules is conducted, and
 - (ii) the Contract, and
 - (b) "**the Court**" means the superior court of the jurisdiction in which the arbitration is to be conducted.
 - 1.2 *Time* - In these Arbitration Rules, time shall be calculated in the same manner as time is calculated in the Contract.
 - 1.3 *Arbitral Tribunal* - In these Arbitration Rules, a reference to an arbitrator includes a reference to a 3-person arbitral tribunal.
- ## **2. Application of Rules**
- 2.1 *Application* - These Arbitration Rules apply to an arbitration conducted under the Contract.
 - 2.2 *Variation of Arbitration Rules* - The parties may, by agreement in writing, change or make additions to these Arbitration Rules.
 - 2.3 *Conflict of Provisions* - If any provision of these Arbitration Rules is inconsistent with or contrary to a mandatory provision of the arbitration legislation of the jurisdiction in which the arbitration under these Arbitration Rules is conducted, the mandatory provision of the arbitration legislation shall be applied.

3. Communications

- 3.1 *Written* - All written communications under these Arbitration Rules shall be given in the same manner as written notices are to be given in the Contract.

3.2 *Copies to Arbitrator* - A copy of all written communications between the arbitrator and a party shall be given to the other party at the same time.

3.3 *Oral* - There shall not be any oral communications with respect to the issues in dispute between a party and the arbitrator unless it is made in the presence of both parties or their legal representatives.

4. Objections to Process

4.1 *Early Objection* - A party shall state any objections to any aspect of the arbitral proceedings or to the conduct of the other party or the arbitrator at the earliest possible time.

4.2 *Arbitrator's Discretion* - The arbitrator may refuse to consider an objection if a party fails to comply with clause 4.1 of Article B.

5. Location of Arbitration

5.1 *Location* - The arbitration shall be conducted in the City of Toronto at a location to be determined by agreement of the parties.

PART 2 - PRE-ARBITRATION CONSIDERATIONS

1. Notice to Arbitrate

1.1 *Contents of Notice* - Either party (the “claimant”) shall submit a dispute to arbitration, as permitted under the Contract, by giving the other party (the “respondent”) a written notice containing the following:

- (a) a description of the Contract;
- (b) a statement of the issue in dispute;
- (c) a request that the dispute be referred to arbitration;
- (d) a description of the claim being made;
- (e) the name or names of proposed arbitrators, along with the resume described in 3.7.

2. Commencement of Arbitration

2.1 *Deemed to Commence* - For purposes of the calculation of time under the Arbitration Rules, the arbitration shall be deemed to have commenced on the later of

- (a) the date the respondent receives the notice under clause 1.1 of Article B, or
- (b) the applicable date referred to in the Contract.

3. Appointment of Arbitrator

3.1 *Single Arbitrator* - The arbitration shall be conducted before a single arbitrator who possesses the qualifications specified in clause 3.5 of Article B.

3.2 *Three Arbitrators* - The arbitration shall be conducted before 3 arbitrators, each of whom possess the qualifications specified in clause 3.5 of Article B, if the parties agree in advance.

3.3 *Appointment of Single Arbitrator* - The parties shall make every reasonable effort to reach agreement on a single arbitrator within 30 days after the arbitration commences.

- 3.4 *Appointment of 3 Arbitrators* - If the arbitration is to be conducted before 3 arbitrators,
- (a) each party shall appoint an arbitrator within 30 days after the arbitration commences, and
 - (b) the 2 appointed arbitrators shall make every reasonable effort to reach agreement on a third arbitrator who shall be chairperson within 45 days after the arbitration commences.
- 3.5 *Pre-Approved List of Arbitrators* - The arbitrator or arbitrators to be appointed under these Arbitration Rules will be selected from the list of arbitrators set out in Exhibit 2 of this Schedule “L” (the “**List of Arbitrators**”).
- 3.6 *Qualifications* - An arbitrator must be impartial and independent of the parties and be an experienced and skilled commercial arbitrator and preferably shall reside or conduct business in the jurisdiction of the Place of the Work and have knowledge of relevant construction industry issues.
- 3.7 *Resumé* - If a person proposes an individual as an arbitrator, the person shall provide a written resumé of that individual's work background, qualifications and arbitration experience.
- 3.8 *No Agreement Possible* - If
- (a) an agreement is not possible under clause 3.3 or 3.4(b) of Article B, or
 - (b) a party fails to make an appointment under clause 3.4(a) of Article B,
- either party may make a written request, with a copy to the other party to the Court to appoint an arbitrator as soon as possible from the List of Arbitrators.
- 3.9 *Considerations* - In making an appointment under clause 3.8 of Article B, the neutral appointing authority or the Court shall give due consideration to the nature of the Contract, the issue in dispute, the required qualifications of the arbitrator and any other aspects which will help to identify an appropriately qualified, independent and impartial arbitrator.
- 3.10 *Party Suggestions* - The parties may make written suggestions to the neutral appointing authority or to the Court on individuals whom they believe would be suitable for appointment, but the appointing authority or the Court is not restricted to any individuals suggested.
- 3.11 *Arbitrator's Statement* - Before accepting an appointment, an arbitration shall provide the parties with a written statement declaring that there are no circumstances likely to give rise to justifiable doubts as to the arbitrator's independence or impartiality and that the arbitrator will disclose any such circumstances to the parties if they should arise before the arbitration is concluded.
- 3.12 *Replacement* - A single arbitrator who resigns for any reason, is unable or refuses to act or is removed from office, shall be replaced by another arbitrator under these Arbitration Rules from the List of Arbitrators and any oral hearings previously held shall be rescheduled.
- 3.13 *Court Order* - If the parties do not agree that the circumstances specified in clause 8.12 of Article B exist, either party may apply to the Court for an order that the arbitrator should be replaced as required under clause 3.12 of Article B.

4. Procedural Meeting

- 4.1 *Agenda of Procedural Meeting* - Within 5 days after being appointed, the single arbitrator or the chairperson of the arbitral tribunal shall convene a procedural meeting of the parties to reach a consensus, if possible, and to make orders, if necessary, on
- (a) the procedure to be followed in the arbitration,

- (b) the time periods for taking steps in the proceedings,
- (c) the scheduling of any oral hearings or meetings,
- (d) any preliminary applications or objections a party may have, and
- (e) any other matter which will assist the arbitration to proceed in an efficient and expeditious manner taking into account the complexity and numbers of issues in dispute.

4.2 *Record of Procedural Meeting* - The arbitrator shall prepare and distribute promptly to the parties a written record of all the business transacted and decisions and orders made at the procedural meeting in clause 4.1 of Article B.

4.3 *Conference Call* - The procedural meeting in clause 4.1 of Article B may be conducted by conference call.

5. Powers of the Arbitrator

5.1 *Conduct of Proceedings* - Subject to any limitations in these Arbitration Rules or any agreement reached by the parties, the arbitrator may conduct the arbitration in any manner the arbitrator considers appropriate but each party shall be treated fairly and shall be given full opportunity to present its case.

5.2 *Ruling on Jurisdiction* - The arbitrator may rule on the arbitrator's jurisdiction.

5.3 *Discretion* - The arbitrator may

- (a) adjourn the proceedings from time to time to facilitate settlement discussions between the parties or for any other reasonable purpose,
- (b) make an interim order on any matter with respect to which a final award may be made, including an interim order for preservation of property which is subject matter of the dispute,
- (c) order inspection of documents, exhibits or other property at any location,
- (d) order the recording of any oral hearing or meeting,
- (e) inspect the Place of the Work after giving the parties 7 days written notice of the intention to do so, and
- (f) if the arbitrator considers it just and appropriate in the circumstances, extend or abridge a period of time
 - (i) required in these Arbitration Rules, except a period of time specified under clause 1.2 of Article B, or
 - (ii) fixed or determined by the arbitrator.

5.4 *Decisions* - If an arbitration is before a 3-person arbitral tribunal, the award may be made by a majority of arbitrators, but if there is no majority decision on any matter to be decided, the decision of the chairperson shall be the decision of the tribunal on that matter.

PART 3 - PROCEEDINGS

1. Exchange of Statements

1.1 *Time Limits* - The parties shall exchange written statements of their respective positions in the dispute in the following manner:

- (a) the claimant shall give a statement outlining the facts, the matters in issue and the relief or remedy requested not later than 14 days after the procedural meeting is held in clause 4.1 of Article B;
 - (b) the respondent shall give a statement outlining the response to the claimant's statement and the respondent's counterclaim, if any, not later than 14 days after receiving the claimant's statement;
 - (c) the respondent to the counterclaim shall give a statement outlining the defence to the counterclaim not later than 14 days after receiving the counterclaim.
- 1.2 *Copies to Arbitrator* - The parties shall provide the arbitrator with copies of the statements exchanged in clause 1.1 of Article B.
- 1.3 *List of Documents* - Each party shall attach to each statement provided in clause 1.1 of Article B a list of documents
- (a) upon which the party intends to rely, and
 - (b) which describes each document by kind, date, author, addressee and subject matter.
- 1.4 *Amendment of Statement* - During the proceedings the arbitrator may allow a party to amend or add to any statement made in clause 1.1 of Article B, including the list of documents, unless
- (a) the amendment or addition goes beyond the terms of the arbitration agreement in the Contract, or
 - (b) the other party would be prejudiced by the delay in making the amendment or addition.
- 2. Disclosure**
- 2.1 *Production of Documents* - The arbitrator may order a party to produce, within a specified time, any documents which
- (a) have not been listed under clause 1.3 of Article B,
 - (b) the party has in its care, custody or control, and
 - (c) the arbitrator considers to be relevant.
- 2.2 *Access to Documents* - Each party shall allow the other party the necessary access at reasonable times to inspect and take copies of all documents that the former party has listed in clause 1.3 of Article B or that the arbitrator has ordered to be produced in clause 2.1 of Article B.
- 2.3 *Agreed Statement of Facts* - The parties shall prepare and send to the arbitrator an agreed statement of facts within the time specified by the arbitrator.
- 2.4 *Witness Statements/Summaries* - Not later than 21 days before any oral hearing commences, each party shall give the other party
- (a) the name and address of any witness and a written summary of the witness's evidence, and
 - (b) in the case of an expert witness, a written statement or report prepared by the expert witness.
- 2.5 *Assembly of Documents* - Not later than 15 days before the oral hearing commences, each party shall give to the other party and the arbitrator an assembly of all documents to be introduced at the hearing.

3. Hearings and Meetings

3.1 *Notice* - The arbitrator shall give the parties written notice of not less than

(a) 7 days of any oral hearings, or

(b) 3 days of any meetings

that have not been previously scheduled under clause 4.1 of Article B.

3.2 *Private and Confidential* - All oral hearings and meetings in the arbitration shall be conducted in private and all written communications and documents in respect of these proceedings shall be kept strictly confidential by the arbitrator and the parties.

3.3 *Consecutive Hearings* - Oral hearings shall be scheduled for consecutive days until completion. Evidence

3.4 *Rules of Evidence Not Required* - The arbitrator shall not be required to apply the legal rules of evidence and shall determine the relevance and materiality of the evidence presented.

3.5 *Taking Oral Evidence* - All oral evidence shall be taken in the presence of the arbitrator and all the parties unless a party is absent by default or has waived the right to be present.

3.6 *Oath/Affirmation* - The arbitrator may order any individual to be examined by the arbitrator under oath or on affirmation in relation to the issues in dispute and to produce before the arbitrator all relevant documents within the individual's care, custody or control.

3.7 *Document Assemblies* - The document assemblies delivered under clause 2.5 of Article B shall be deemed to have been entered into evidence at the oral hearing without further proof and without being read out at the hearing but a party may challenge the admissibility of any document so introduced.

3.8 *Discretion* - If the arbitrator considers it just and reasonable to do so, the arbitrator may permit a document to be introduced at the oral hearing which was not previously listed under clause 1.3 of Article B or produced as required under clause 2.1 or 2.5 of Article B, but the arbitrator may take that failure into account when fixing the costs to be awarded in the arbitration.

3.9 *Cross Examination* - If the arbitrator permits the evidence of a witness to be presented as a written statement, the other party may require that witness to be made available for cross examination at the oral hearing.

3.10 *Arbitrator called Witness* - The arbitrator may order a witness to appear and give evidence, and, in that event, the parties may cross examine that witness and call evidence in rebuttal.

4. Arbitrator Retained Experts

4.1 *Experts Retained* - After consultation with the parties, the arbitrator may

(a) retain one or more experts to give the arbitrator a written report on specific issues, and

(b) for that purpose, require a party to make available relevant documents, goods or other property for the expert's inspection.

4.2 *Copies of Report* - The arbitrator shall give a copy of the expert's report to the parties who shall have the opportunity to reply to it.

4.3 *Production/Inspection of Information* - On a request of a party, an expert retained under clause 5.1 of Article B shall

- (a) make available to the party for inspection all documents, goods or other property in the expert's possession which were provided to the expert, and
- (b) provide the party with a list of all documents, goods or other property not in the expert's possession, but which were provided to the expert, and a description of the location of those documents, goods or other property.

4.4 *Right to Cross Examine* - The parties may cross examine an expert on the report prepared under clause 5.1 of Article B and may call evidence in rebuttal.

5. Default of Parties

5.1 *Claimant Failure* - If a claimant, without sufficient cause and after 5 days notice from the arbitrator, fails to provide the statement required in clause 1.1(a) of Article B, the arbitrator may terminate the arbitration with respect to that claim.

5.2 *Respondent Failure* - If the respondent or the respondent to the counterclaim, without sufficient cause and after 5 days notice from the arbitrator, fails to provide the statement required in clause 1.1(b) or (c) of Article B, the arbitrator shall

- (a) continue the arbitration, and
- (b) require the claimant or the claimant by counterclaim, as the case may be, to submit such evidence to support the claim as the arbitrator may require before making an award.

5.3 *Failure to Appear* - If a party

- (a) without sufficient cause, fails to appear at a scheduled oral hearing, or
- (b) fails to produce any evidence,

the arbitrator may continue the arbitration and make an award based upon the evidence before the arbitrator.

6. Close of Hearings

6.1 *Closure* - The arbitrator shall close any oral hearings when

- (a) the parties advise they have no further evidence to give or submissions to make, or
- (b) the arbitrator considers further hearings to be unnecessary or inappropriate.

6.2 *Reopen Hearings* - If the arbitrator considers it to be just and appropriate to do so, the arbitrator may reopen the oral hearings at any time before making the final award.

PART 4 - THE AWARD

1. Final Award

1.1 *According to Law* - Unless the parties agree otherwise, the arbitrator shall decide the dispute in accordance with the law.

1.2 *Time Limit* - The arbitrator shall make the final award as soon as possible and, in any event, not later than 30 days after

- (a) the hearings have been closed, or

- (b) the final submission has been made, whichever is the later date.
- 1.3 *Form* - The final award of the arbitrator shall be in writing, shall state the reasons upon which it is based and shall be signed and dated.
- 1.4 *Copies to Parties* - The arbitrator shall give a copy of the award to each party.
- 1.5 *Interest* - The arbitrator may order interest to be paid in the final award.
- 1.6 *Final and Binding* - The final award is final and binding on the parties and the parties agree to comply with it as soon as possible.
- 2. Costs**
- 2.1 *Fixing Costs* - The arbitrator shall fix the costs of the arbitration in the final award, which costs may include, but are not limited to, the following:
 - (a) the fees of the arbitrator;
 - (b) any necessary and reasonable expenses incurred by the arbitrator to fulfil the arbitrator's functions;
 - (c) the fees and other necessary and reasonable expenses of
 - (i) the experts appointed by the arbitrator, and
 - (ii) the witnesses, as approved by the arbitrator;
 - (d) any necessary and reasonable fees, charges or expenses incurred by the parties in connection with the mediation, other than the mediator's fees;
 - (e) any necessary and reasonable fees, charges or expenses incurred by the parties in connection with the arbitration, other than the arbitrator's fees.
- 2.2 *Costs to Successful Party* - Except for the costs of legal fees and legal expenses of the successful party, the costs of the arbitration shall be borne by the unsuccessful party unless the arbitrator considers it appropriate in the circumstances to apportion them between the parties.
- 2.3 *Legal Costs* - The arbitrator
 - (a) may decide which party shall bear the costs of legal fees and legal expenses of the successful party, if they were claimed during the arbitration,
 - (b) may apportion those costs if the arbitrator considers it just and reasonable to do so, and
 - (c) in either event, shall specify the amounts of those costs or the manner of determining those costs.
- 2.4 *Legal Fees not Restricted* - In making a decision under clause 2.3 of Article B, the arbitrator is not limited to awarding the legal fees and legal expenses which a court may award to a successful party in a civil judicial proceeding.
- 2.5 *Reasonable Fees* - Subject to any agreement entered into among the parties and the arbitrator, the fees of the arbitrator shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrator and any other relevant circumstances.

3. Amendments and Corrections to the Award

- 3.1 *Arithmetic/Clerical Error* - The arbitrator may amend or vary a final award to correct
- (a) a clerical or typographical error,
 - (b) an accidental error, slip, omission or other similar mistake, or
 - (c) an arithmetical error made in a computation.
- 3.2 *Time Limit* - An application by a party to the arbitrator to amend or vary a final award shall be made within 15 days after that party receives the award.
- 3.3 *Time Limit* - The arbitrator shall not amend or vary the final award, without the consent of all parties, more than 30 days after all parties have received it.
- 3.4 *Clarification* - Not later than 15 days after receiving the final award, a party may apply to the arbitrator for clarification of the award, and the arbitrator may amend the award if the arbitrator considers that the amendment will clarify it.
- 3.5 *Additional Award* - Not later than 30 days after receiving the final award, a party may apply to the arbitrator to make an additional award with respect to claims presented in the proceedings but inadvertently omitted from the award.

PART 5 - PROJECT DISPUTES

1. Consolidation

- 1.1 *Criteria for Consideration* - If
- (a) a common question of law or fact arises in more than one arbitration,
 - (b) the relief claimed in these arbitrations is in respect of or arises out of substantially the same factual situation, and
 - (c) the arbitrations are being conducted under these Arbitration Rules,
- a party to any of the arbitrations may, by written notice given to each of the parties to the arbitrations, request that the arbitrations be consolidated.
- 1.2 *Dispute* - If any party disputes the consolidation of the arbitrations, the party may refer the dispute to the Court by giving written notice within 7 days of receiving the notice for consolidation.
- 1.3 *Deemed Agreement* - If none of the parties disputes the notice given under clause 1.1 of Article B, within the time permitted in clause 1.2 of Article B, each of the parties to the arbitrations shall be conclusively deemed to have agreed to the consolidation of the arbitrations.
- 1.4 *Procedural Issues* - If the parties to the consolidated arbitration are unable to agree on any of the procedural issues arising out of the consolidation of the arbitrations, including identifying whom the arbitrator shall be, any party to the consolidated arbitration may refer the outstanding issues to the Court.

EXHIBIT 1 to Schedule “L”

List of Project Mediators

1. Duncan Glaholt
2. Stephen Morrison
3. Larry Banack
4. Bernie McGarva
5. Andrew McLaughlin

EXHIBIT 2 to Schedule “L”

List of Arbitrators

1. Duncan Glaholt
2. Stephen Morrison
3. Larry Banack
4. John McGarry
5. Andrew McLaughlin

Schedule “M”

Latent Defects

Attached.

April 18, 2017

SCHEDULE "M"
LATENT DEFECTS

LATENT DEFECTS:

Subject to the notes below, defects discovered in connection with the following:

1. Structure – any failure of the structural components; or structural defects under Tarion seven year warranty;
2. Exterior Cladding – only with respect to the blueskin insulation/vapour barrier behind the brickwork, stucco or any other cosmetic material;
3. Waterproofing membranes – only with respect to the vertical and horizontal walls for underground;
4. Items imbedded in materials which are not visible - embedded electrical conduits in floor slabs, drains in underground and rebar depths which are not visible;
5. Settlement of interior or underground services – limited to settlement that is not visible;
6. Site Servicing that is buried – any defects in the water/storm tanks or servicing components that are buried;
7. Mechanical/HVAC/Plumbing that are behind drywall or otherwise “permanently” covered – plumbing, HVAC, sprinkler pipes and ductwork (i.e. behind drywall);
8. Electrical that is behind drywall - electrical wiring/rough-in (i.e. behind drywall);
9. Environmental issues that may presently be onsite – only as a result of trade sabotage or vandalism; or conditions pre or post UC Leslieville works and not caused by the Contractor;
10. Building Code Issues (OBC) – as it relates to existing UC Leslieville completed works and the existing approved plans;
11. Impact to the project based discovery of any artifacts or fossils on-site;
12. General Requirements – adjustments to general requirements only for agreed delays in the event of occurrence of the above latent defects, with respective delays to be agreed between the parties.

Notes

- i. Contractor/Builder have carried out testing and inspection of the building and site services. This testing and inspection was conducted by professional firms and contractors and was carried out to provide some comfort in relation to some of the above latent defects. Craft Development have provided a report summarizing the testing and trade pricing dated January 17, 2017 and also provided subsequent pricing provided by Pancom Electric dated January 24, 2017 and Gesco Mechanical dated January 27, 2017. As a result of this testing four (4) latent defects totaling \$219,802.00 (excluding HST), based on trade quotes plus Contractor administration fees have been claimed by the Contractor.
- ii. Contractor/Builder have been provided photographs taken by the Altus Group during construction of the project. They have also been provided with recent Consultants field review reports and are in discussions with the original Consultants. Contractor/Builder will also be provided photographs taken by Altus Group during its on-site walk through investigations in the period May, 2016 to March, 2017. For clarity the Contractor/Builder has based the contract amounts on their December/2016 and Jan/2017 on-site walk through investigations and Altus Group will be provided the photographs and results of the Contractor/Builder investigations.

- iii. Any latent defects related to the HVAC system including HVAC equipment and the geothermal system is excluded from Latent Defects and are the responsibility of the Contractor pursuant to Construction Contract.

For clarity, but without limiting the operation of GC 2.2.12.2 and GC 2.2.12.3 of the Construction Contract, Latent Defects do not include any other items.

TOR_LAW\9159792\3

Schedule “N”

Forms

- Exhibit 1 – Statutory Declaration
- Exhibit 2 – Application for Payment
- Exhibit 3 – Application for Substantial Performance
- Exhibit 4 – Application for Final Payment
- Exhibit 5 – Consultant’s Payment Certificate
- Exhibit 6 – Consultant’s Substantial Performance Certificate
- Exhibit 7 – Consultant’s Final Payment Certificate
- Exhibit 8 – Change Order Request
- Exhibit 9 – Change Order
- Exhibit 10 – Subcontractor Payment Confirmation

Schedule "N" – Forms
EXHIBIT 1 - Statutory Declaration

Statutory Declaration

CANADA
PROVINCE OF ONTARIO
TO WIT:

) IN THE MATTER OF THE CONTRACT
) BETWEEN URBANCORP (LESLIEVILLE)
) DEVELOPMENTS INC., BY ALVAREZ & MARSAL
) CANADA INC. SOLELY IN ITS CAPACITY AS COURT
) APPOINTED RECEIVER AND MANAGER AND
) CONSTRUCTION LIEN TRUSTEE OF URBANCORP
) (LESLIEVILLE) DEVELOPMENTS INC. AND NOT IN
) ITS PERSONAL OR CORPORATE CAPACITY, AS
) OWNER, AND C.R.A.F.T. DEVELOPMENT
) CORPORATION [● **OR: NAME OF**
) **SUBCONTRACTOR,**
) **CONTRACTOR/SUBCONTRACTOR]** FOR THE
) CONSTRUCTION WORK ON PREMISES LOCATED AT
) 50 CURZON ST., TORONTO, IN THE PROVINCE OF
) ONTARIO

Capitalized terms used in this Statutory Declaration have the meaning given to them in the Construction Contract between the Owner and the Contractor, dated as of the ____ day of _____, 20__ [● **OR: Description of Subcontract, Subcontract parties, and date]** (the "Contract")

I, _____ of the City _____ of **[Toronto]** in the Province of ONTARIO, do hereby DECLARE THAT:

1. I am _____ of _____, the Contractor [● **OR: a Subcontractor]** named in the Contract abovementioned, and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor [● **OR: the Subcontractor]** in the performance of the Work (as defined in the Contract) and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
3. There are no claims for lien registered against the Owner or the Place of the Work (as defined in the Contract) and I am not aware of any grounds supporting any claim for lien against the Owner.
4. I am not aware of any breach or non-compliance under the Contract that would constitute a Construction Breach [**Contractor Only:** or any breach or non-compliance under the Development Contract that would constitute a "Development Breach" as such term is defined in the Development Contract].
5. [**Contractor only:**] The Project has not been damaged by fire or other casualty, and no part of the Place of the Work has been expropriated and no expropriation proceedings are pending.

6. The Work has progressed as indicated in the applicable Application for Payment dated the ____ day of _____, 201__ and the Schedule of Values.
7. The Construction Schedule and the scheduled date for Substantial Performance of the Work have not been changed, except as changed by Change Orders signed by the Owner, the Contractor and the Change Funder and approved by the Project Monitor.
8. The Contract Price has not been changed, except as changed by Change Orders signed by the Owner, the Contractor, and the Change Funder and approved by the Project Monitor.
9. Substantial Performance of the Work will occur on or prior to the Outside Date.
10. I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the _____)
 City of Toronto)
 in the Province of Ontario)
 [____] day of **[month]** 20____) _____
)

 A Commissioner, etc.

Schedule "N" – Forms
EXHIBIT 2 - Application for Payment

APPLICATION FOR PAYMENT

Contractor: C.R.A.F.T. Development Corporation Application number: _____

GST registration number: _____ Date: _____

Consultant: Kasian Architecture Ontario Inc Period covered: from _____ to _____

Project Monitor: Altus Group Limited Reference number(s): _____

Owner: Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., and not in its personal or corporate capacity.

Work: Construction and finishing of condominium 50 Curzon St., Toronto, Ontario
title and location

Total value of <i>Work</i> (proportionate to the amount of the Contract) performed and <i>Products</i> delivered to the <i>Place of the Work</i> at the end of period covered and according to the <i>Schedule of Values</i>			\$ _____	(1)
Total holdback at _____ %	\$ _____	(2)		
Holdback released	\$ _____	(3)		
Holdback retained (2-3)			\$ _____	(4)
Total amount claimed at the end of period covered (1-4)			\$ _____	(5)
Total certified amount from previous certificate for payment				
_____			\$ _____	(6)
<i>number and date</i>				
Total amount claimed current period (5-6)			\$ _____	(7)
<i>Value Added Taxes</i> at _____ %			\$ _____	(8)
Total amount payable current period including <i>Value Added Taxes</i> (7+8)			\$ _____	(9)

The undersigned hereby confirms that, based on the Schedule of Values, the Substantial Performance of the Work will be attained and that the following documents are being provided with this Application for Payment:

- (a) a Statutory Declaration (in the form set out in Exhibit 1 of Schedule "N" to the Contract) for the Contractor, the Builder and each Subcontractor, and each subcontractor of the Builder;
- (b) a clearance certificate issued by the Workplace Safety and Insurance Board indicating that the Contractor, the Builder and each Subcontractor, and each subcontractor of the Builder is registered with, and has an account in good standing with, the Workplace Safety and Insurance Board; and
- (c) the Consultant's Payment Certificate.

Submitted by the Contractor

name and title of person signing

signature

Schedule “N” – Forms
EXHIBIT 3 – Form of Application for Substantial Performance

APPLICATION FOR SUBSTANTIAL PERFORMANCE

(GC 5.4.2)

- TO:** Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., and not in its personal or corporate capacity (the “**Owner**”).
- AND TO:** Altus Group Limited, acting in its capacity as Project Monitor (the “**Project Monitor**”).
- AND TO:** Terra Firma Capital Corporation, acting in its capacity as Change Funder.
- AND TO:** Canadian Imperial Bank of Commerce, acting in its capacity as Administrative Agent for the Syndicate Lenders.
- DATE:** [●]
- RE:** Application for Substantial Performance under the Construction Contract (the “**Contract**”) dated [●], 2017 between the Owner and C.R.A.F.T. Development Corporation (the “**Contractor**”).

Capitalized terms that are used but not defined herein have the meanings given to them in the Contract.

Pursuant to paragraphs 5.4.2 and 5.4.3 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK of the Contract, the Contractor requests the approval by the Owner, [the **Project Monitor and the Change Funder**] of this Application for Substantial Performance (the “**Application**”) so that Contractor may publish the Consultant’s Substantial Performance Certificate in a construction trade newspaper. In accordance with the foregoing, Contractor hereby acknowledges, confirms and/or attaches the following as part of its Application for Substantial Performance:

1. Based on Schedule of Values (as supplemented and amended as of the date of this Application), Contractor hereby confirms that the Work has attained Substantial Performance of the Work (reference: para. 5.4.3.1);
2. Attached at *Appendix A* is a proposed final Punchlist that is hereby requested to be approved by the [**Prime Consultant**] and the Project Monitor, acting reasonably (reference: para. 5.4.2);
3. Attached at *Appendix B* is a completed Statutory Declaration for the Contractor and the Builder (reference: para. 5.4.3.2);
4. Attached at *Appendix C* are completed Subcontractor Payment Confirmations from each Subcontractor, and each subcontractor of the Builder (reference: para 5.4.3.3);
5. Attached at *Appendix D* is a clearance certificates issued by the Workplace Safety and Insurance Board in respect of the Contractor, the Builder and each Subcontractor, and each subcontractor of the Builder (reference: para 5.4.3.4);
6. [Attached at *Appendix E* is additional documentation that is required to be submitted with an Application for Substantial Performance under each applicable Change Order (reference: para 5.4.3.5);] [● **NTD: If applicable**]
7. Attached at *Appendix F* is an updated Construction Schedule (reference: para. 5.4.3.6);
8. Attached at *Appendix G* a final list of all Change Order Requests and Change Orders (reference: para. 5.4.3.7); and

9. Attached at *Appendix H* is the Consultant's Substantial Performance Certificate (reference: para. 5.4.3.7).

**C.R.A.F.T. DEVELOPMENT
CORPORATION**

signature

name and title of person signing

signature

name and title of person signing

APPROVED THIS DAY OF ,

PROJECT MONITOR:

ALTUS GROUP LIMITED

signature

name and title of person signing

APPROVED THIS DAY OF ,

PRIME CONSULTANT:

KASIAN ARCHITECTS INC.

signature

name and title of person signing

Appendix A to Exhibit 3

Punchlist

Appendix B to Exhibit 3

Statutory Declarations

Appendix C to Exhibit 3

Subcontractor Payment Confirmations

Appendix D to Exhibit 3

WSIB Clearance Certificate

Appendix E to Exhibit 3

Additional Documentation

Appendix F to Exhibit 3

Updated Construction Schedule

Appendix G to Exhibit 3

Final List of All Change Order Requests & Change Orders

Appendix H to Exhibit 3

Consultant's Substantial Performance Certificate

Schedule "N" – Forms

EXHIBIT 4 - Application for Final Payment

APPLICATION FOR FINAL PAYMENT

Contractor: C.R.A.F.T. Development Corporation Application number:

GST registration number: Date:

Consultant: Kasian Architecture Ontario Inc Period covered: from to

Project Monitor: Altus Group Limited Reference number(s):

Owner: Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., and not in its personal or corporate capacity.

Work: Construction and finishing of condominium 50 Curzon St., Toronto, Ontario
title location

Total value of Work (proportionate to the amount of the Contract) performed and Products delivered to the Place of the Work at the end of period covered and according to the Schedule of Values \$ (1)

Total holdback at % \$ (2)

Holdback released \$ (3)

Holdback retained (2-3) \$ (4)

Total amount claimed at the end of period covered (1-4) \$ (5)

Total certified amount from previous certificate for payment
number and date \$ (6)

Total amount claimed current period (5-6) \$ (7)

Value Added Taxes at % \$ (8)

Total amount payable current period including Value Added Taxes (7+8) \$ (9)

Submitted by the Contractor

name and title of person signing

signature

Schedule "N" – Forms
EXHIBIT 5 - Consultant's Payment Certificate

CONSULTANT'S PAYMENT CERTIFICATE

Consultant: Kasian Architecture Ontario Inc. Project Monitor: Altus Group Limited
 Contractor: C.R.A.F.T. Development Corporation Reference numbers(s): _____
 Owner: Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., and not in its personal or corporate capacity.
 Work: Construction and finishing of condominium located at 50 Curzon St., Toronto, Ontario
 Certificate number: _____

This is to certify that:

- (a) the *Work* has attained [*Total Performance of the Work*] in accordance with the Contract and the Lien Act and the value of Work performed and Products delivered to the *Place of the Work* as of _____ (date) is \$ _____ (exclusive of *Value Added Taxes*).
- (b) The Work has progressed as indicated in the applicable Application for Payment dated the ____ day of _____, 201__ and the Schedule of Values.
- (c) The Construction Schedule and the scheduled date for Substantial Performance of the Work have not been changed, except as changed by Change Orders signed by the Owner, the Contractor and the Change Funder and approved by the Project Monitor.
- (d) The Contract Price has not been changed, except as changed by Change Orders signed by the Owner, the Contractor, and the Change Funder and approved by the Project Monitor.
- (e) Substantial Performance of the Work will occur on or prior to the Outside Date.

Certified by the Consultant

<i>name and title of person signing</i>	<i>signature</i>	<i>date of issue</i>

Contract Summary

Original <i>Contract Price</i>	\$		(1)
<i>Change Orders</i> (numbers: _____)	\$		(2)
Current value of <i>Change Directives</i> included in the certified amount	\$	N/A	(3)
Value of <i>Contract</i> on the last day of the payment period (1+2+3)	\$		(4)
<i>Value Added Taxes</i> at _____ %	\$		(5)
Total amount payable for the construction of the <i>Work</i> including <i>Value Added Taxes</i> (4+5)	\$		(6)

Certification Summary

Value of <i>Work</i> performed and <i>Products</i> delivered to the <i>Place of the Work</i>		\$ _____	(7)
Total holdback at _____ %	\$ _____		(8)
Holdback released	\$ _____		(9)
Holdback retained (8-9)		\$ _____	(10)
Amount (value of <i>Work</i> performed and <i>Products</i> delivered to the <i>Place of the Work</i> less holdback retained) (7-10)		\$ _____	(11)
Amount from previous certificate for payment (number: _____)		\$ _____	(12)
Amount of <i>Contract Price</i> payable current period (11-12)		\$ _____	(13)
<i>Value Added Taxes</i> at _____ %		\$ _____	(14)
Total amount payable current period including <i>Value Added Taxes</i> (13+14)		\$ _____	(15)

Schedule "N" – Forms
EXHIBIT 6 - Consultant's Substantial Performance Certificate

**NOTE: To be updated on an ongoing basis to align with the Form prescribed by the
Construction Lien Act (Ontario).**

CERTIFICATE OF SUBSTANTIAL PERFORMANCE

City of Toronto _____
(County/District/Regional Municipality/Town/City in which premises are situated)

50 Curzon St. _____
(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

Construction and finishing of residential condominium project.

(short description of the improvement)

to the above premises was substantially performed on: _____
(date substantially performed)

Date certificate signed: _____

(payment certifier where there is one)

(owner and contractor, where there is no payment certifier)

Name of owner: Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., and not in its personal or corporate capacity.

Address for service: Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2900, Toronto, ON, M5J 2J2

Name of contractor: C.R.A.F.T. Development Corporation

Address for service: 2-10 Queen Elizabeth Blvd, Toronto, ON, M8Z 1L8

Name of payment certifier (where applicable): N/A

Address: _____

(Use A or B, whichever is appropriate)

A. Identification of premises for preservation of liens:
50 Curzon St., Toronto, ON, M4M 0C2
(where liens attach to premises, reference to lot and plan number or instrument registration number)

B. Office to which claim for lien must be given to preserve lien:

(where liens do not attach to premises)

Schedule "N" – Forms
EXHIBIT 7 - Consultant's Final Payment Certificate

CONSULTANT'S FINAL PAYMENT CERTIFICATE

Consultant: Kasian Architecture Ontario Inc Project Monitor: Altus Group Limited

Contractor: C.R.A.F.T. Development Corporation Reference numbers(s): _____

Owner: Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., and not in its personal or corporate capacity

Work: Construction and finishing of condominium located at 50 Curzon St., Toronto, Ontario

Certificate number: _____

This is to certify that the *Work* has attained *Total Performance of the Work* in accordance with the Contract and the Lien Act and the value of Work performed and Products delivered to the *Place of the Work* as of _____ (date) is \$ _____ (exclusive of *Value Added Taxes*).

Certified by the Consultant

name and title of person signing	signature	date of issue
----------------------------------	-----------	---------------

Contract Summary

Original <i>Contract Price</i>	\$		(1)
Change Orders (numbers: _____)	\$		(2)
Current value of <i>Change Directives</i> included in the certified amount	\$	N/A	(3)
Value of <i>Contract</i> on the last day of the payment period (1+2+3)	\$		(4)
<i>Value Added Taxes</i> at _____ %	\$		(5)
Total amount payable for the construction of the <i>Work</i> including <i>Value Added Taxes</i> (4+5)	\$		(6)

Certification Summary

Value of <i>Work</i> performed and Products delivered to the <i>Place of the Work</i>	\$		(7)
Total holdback at _____ %	\$		(8)
Holdback released	\$		(9)
Holdback retained (8-9)	\$		(10)
Amount (value of <i>Work</i> performed and <i>Products</i> delivered to the <i>Place of the Work</i> less holdback retained) (7-10)	\$		(11)
Amount from previous certificate for payment (number: _____)	\$		(12)
Amount of <i>Contract Price</i> payable current period (11-12)	\$		(13)
<i>Value Added Taxes</i> at _____ %	\$		(14)
Total amount payable current period including <i>Value Added Taxes</i> (13+14)	\$		(15)

Schedule “N” – Forms
EXHIBIT 8 – Form of Change Order Request

CHANGE ORDER REQUEST

(GC 6.2.1)

TO: Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., and not in its personal or corporate capacity (the “**Owner**”).

AND TO: Altus Group Limited, acting in its capacity as Project Monitor (the “**Project Monitor**”).

AND TO: Terra Firma Capital Corporation, acting in its capacity as Change Funder.

AND TO: Canadian Imperial Bank of Commerce, acting in its capacity as Administrative Agent for the Syndicate Lenders.

DATE: [•]

RE: Change Order Request under the Construction Contract (the “**Contract**”) dated [•], 2017 between the Owner and C.R.A.F.T. Development Corporation (the “**Contractor**”).

Capitalized terms that are used but not defined herein have the meanings given to them in the Contract.

Pursuant to paragraph 6.2.1 of GC 6.2– CHANGE ORDER of the Contract, the Contractor requests the approval by the Owner, the Project Monitor and the Change Funder of the changes to the Work, the Contract Price, the Fixed Price, the Schedule of Values, the Contract Time, the Construction Schedule, the Outside Date, and/or the Scheduled Substantial Performance Date as described in this Change Order Request and the draft Change Order attached to this Change Order Request.

The description and detail of the change requested by this Change Order Request are set out in the attached draft Change Order No. [•] and supporting materials in the Exhibits to the Change Order. The total cost of the change will be \$[•]. If the Change Order is approved, the Scheduled Substantial Performance Date of the Work will be [•].

This Change Order Request:

1. [is/is not] a request for Change Order in respect of a Latent Defect;
2. [is/is not] a request for Change Order in respect of a change in the Contract Price; and
3. [is/is not] a request for Change Order in respect of a change in the Outside Date.

If this Change Order Request is not approved, the possible consequences to the costs of the Project, the Contract Time, the Construction Schedule and occupancy of the Units will be: **[NTD: Provide description of the consequences.]**

This Change Order Request will be considered approved when the Change Order attached to this Change Order Request is signed by the Owner and the Change Funder, and approved by the Project Monitor as evidenced by its signature below.

[Signature pages follow]

C.R.A.F.T. DEVELOPMENT CORPORATION

signature

name and title of person signing

signature

name and title of person signing

APPROVED THIS DAY OF _____ ,

ALTUS GROUP LIMITED

signature

name and title of person signing

Appendix A to Exhibit 8 to Schedule “N”
Draft Change Order

Schedule “N” – Forms
EXHIBIT 9 – Form of Change Order

CHANGE ORDER NO.[X]

TO:

Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc. and not in its personal or corporate capacity.

Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1
Attention: Ryan Gruneir
E-mail: rgruneir@alvarezandmarsal.com
Fax: (416) 847-5201

and to

Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, Ontario M5J 2J1

Attention: Tony Zaspalis
Fax No: 416-847-5201
E-mail: tzaspalis@alvarezandmarsal.com

AND TO:

Altus Group Limited, acting in its capacity as Project Monitor.

Altus Group Limited
33 Yonge Street, Suite 500
Toronto, Ontario, M5E 1G4

Attention: Colin Duran, Senior Director, Cost Consulting & Project Management
Fax No: 416-641-9501
E-mail: colin.doran@altusgroup.com

AND TO:

Terra Firma Capital Corporation, acting in its capacity as Change Funder.

Terra Firma Capital Corporation

22 St. Clair Avenue East, Suite # 200
Toronto, ON M4T 2S3

Attention: Glenn Watchorn
Fax No: (416) 792-4711
Email: gwatchorn@tfcc.ca

You are hereby authorized, subject to the provisions of the Contract, to proceed with the changes to the Contract as described and referenced in this Change Order.

1. Effective Date of Change Order (“Change Order Date”)		2. Change Order Number	CO-
3. Description of the proposed change:			
4. Description of the change to the Contract Price [NTD: Insert either (a) the method of adjustment for the Contract Price together with a maximum price for adjustment, or (b) the fixed amount of adjustment for the Contract Price.]			
5. Adjustment in the Contract Time and Construction Schedule, if any.			
6. SUMMARY OF SCOPE CHANGE:			
Original Contract Price: [INSERT]			
Sum of changes to Contract Price due to prior Change Orders: [INSERT]			
Amount of change in Contract Price owing to this Change Order: [INSERT]			
Current Contract Price as amended by all Change Orders: [INSERT]			

Notwithstanding the above scope and trade pricing/estimate C.R.A.F.T. Development confirm that this extra amount is an all in price including all labour, materials, overhead and profit. Taxes (HST) are not included.

CONSULTANT:

[● NTD: Insert name(s) of applicable Consultants.]

CONTRACTOR:

C.R.A.F.T. DEVELOPMENT CORPORATION

signature

signature

name and title of person signing

name and title of person signing

signature

signature

name and title of person signing

name and title of person signing

APPROVED THIS DAY OF _____ ,

OWNER:

**URBANCORP (LESLIEVILLE)
DEVELOPMENTS INC.**, by Alvarez & Marsal
Canada Inc. solely in its capacity as Court
Appointed Receiver and Manager and
Construction Lien Trustee of Urbancorp
(Leslieville) Developments Inc.. and not in its
personal or corporate capacity

signature

name and title of person signing

signature

name and title of person signing

CHANGE FUNDER:

TERRA FIRMA CAPITAL CORPORATION

signature

name and title of person signing

signature

name and title of person signing

Exhibit A

Supporting Documentation

[NTD: Include supporting documentation including underlying quotations from trade contractors.]

Exhibit B

Revised Schedule

Schedule "N" – Forms
EXHIBIT 10 – Subcontractor Payment Confirmation

SUBCONTRACTOR PAYMENT CONFIRMATION

(GC 5.2.6., 5.4.3. & 5.7.2)

TO: Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc. solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc. and not in its personal or corporate capacity ("**Owner**").

FROM: [INSERT NAME OF SUBCONTRACTOR] (a subcontractor or supplier of C.R.A.F.T. Development Corporation and herein referred to as a "**Subcontractor**").

RE: Confirmation of payment in respect of work undertaken or deliverables provided by Subcontractor or Supplier (as applicable) to C.R.A.F.T. Development Corporation ("**Contractor**") in respect of the construction of the Condominium Project at 50 Curzon St., Toronto, Ontario (the "**Subcontractor Payment Confirmation**").

DATE: [●]

Capitalized terms used in this Subcontractor Payment Confirmation have the meaning given to them in the Construction Contract between the Owner and the Contractor, dated as of the ____ day of _____, 20__ [● **OR: Description of Subcontract, Subcontract parties, and date**] (the "**Contract**")

1. I am _____ of _____, the Subcontractor named in the Contract abovementioned, and as such have personal knowledge of the facts hereunder declared.
2. The Subcontractor has been paid all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by it in the performance of the Work (as defined in the Contract) and for which the Owner might in any way be held responsible have been paid in full except for (i) amounts invoiced in the current month, and (ii) holdback monies properly retained.
3. I am not aware of any grounds supporting any claim for lien against the Owner.
4. The Subcontractor is registered and in good standing, with the Workplace Safety and Insurance Board.

[Signature page follows]

**[INSERT LEGAL NAME OF
SUBCONTRACTOR]**

signature

name and title of person signing

signature

name and title of person signing

Schedule “O”

Insurance Requirements

BASED ON CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2/00 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by Law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide the Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the Work), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner.
4. “Broad form” property insurance shall have limits of not less than the sum of \$10,000,000 and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the Work. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. “Broad form” contractors’ equipment insurance coverage covering Construction Equipment used by the Contractor for the performance of the Work, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the Contractor is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism