

SUNLIGHT HERITAGE HOMES  
(828421 ONTARIO INC.)

SCHEDULE'S

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

Completion Date: \_\_\_\_\_ Purchase Price: \_\_\_\_\_

- |          |   |                                     |
|----------|---|-------------------------------------|
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**SUNLIGHT HERITAGE HOMES  
(828421 ONTARIO INC.)  
AGREEMENT OF PURCHASE AND SALE**

The undersigned \_\_\_\_\_ (as Buyer) hereby agrees with 828421 Ontario Inc. Operating as Sunlight Heritage Homes (as Seller) to Purchase the land and premises fronting on the \_\_\_\_\_ side of \_\_\_\_\_, in the City of \_\_\_\_\_ more or less by a depth of \_\_\_\_\_ METRES and legally described as LOT \_\_\_\_\_ PLAN \_\_\_\_\_ for a purchase price of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), the Buyer submits with this offer the sum of Five Thousand Dollars (\$5,000) payable to the Seller and to be credited to the purchase price upon completion.

The Buyer agrees to pay a further deposit of Fifteen Thousand Dollars (\$15,000.00) \_\_\_\_\_ upon the removal of all conditions.

Buyers covenants with the Seller to pay the balance of the purchase price in cash or by certified cheque on closing, subject to adjustments. The Buyer represents to the Seller that the Buyer is relying on his own funds on closing and such funds are presently within his possession or control and acknowledges that the Seller would not have accepted this Offer except for such representation by the Purchaser.

This offer is conditional upon the Buyer obtaining at the Buyer's expense, a new First Mortgage at current rates and terms. Should the Buyer not obtain the said mortgage by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, then this offer shall become null and void and the Buyer's deposit shall be returned in full without interest or bonus. This condition is inserted for the benefit of the Buyer and may be waived within the above time period at his sole option.

This offer is conditional upon the sale of the Buyer's property known as \_\_\_\_\_, in the City of \_\_\_\_\_. Unless the Buyer gives notice in writing delivered to the Seller's no later than \_\_\_\_\_ P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at his sole option by notice in writing to the Seller or Seller's Agent within the time period stated herein. The Buyer agrees to waive this condition immediately upon the sale of the Buyer's said property. Provided further that the Seller may continue to offer the property for sale and, in event he received another Offer satisfactory to him, he may so notify the Buyer in writing by delivery to the Buyer or to the Buyer's agent. The Buyer shall have \_\_\_\_\_ hours from the giving of such notice to waive ALL conditions by notice in writing delivered to the Seller, failing which this Offer shall be null and void, and the Buyer's deposit shall be returned in full without deduction.

Schedule A, B, C, D, E, F, G, H, I, J, \_\_\_\_\_ attached hereto form part of this Agreement.

**IRREVOCABLE DATE:** This offer shall be irrevocable by the Seller until \_\_\_\_\_ p.m. on \_\_\_\_\_ day of 200\_\_\_\_, after which time if not accepted this offer shall be null and void and the deposit shall be returned to the Buyer without interest or deduction.

**COMPLETION DATE:** This agreement shall be completed no later than 4:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided in the agreement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

\_\_\_\_\_  
(Witness) (Purchaser) (Date \_\_\_\_\_)

\_\_\_\_\_  
(Witness) (Purchaser) (Date \_\_\_\_\_)

SUNLIGHT HERITAGE HOMES accepts your offer.

Per:

\_\_\_\_\_  
(President or Vice-President)  
I have authority to bind the Corporation.  
(Date \_\_\_\_\_)

## SCHEDULE "A"

1. The Seller will construct (if not already constructed) and complete upon the property a single family home in accordance with the plans and specifications already examined by the Buyer. IF for any reason except the Seller's willful neglect the dwelling is not completed, utility services are not operative, or the house has not been approved for occupancy by the Municipality on or before the closing date, the Buyer agrees to grant, and hereby grants such reasonable extension or extensions of time for completion of the foregoing as may be required by the Seller and the date of closing shall be extended accordingly. The dwelling shall be deemed to be complete when all interior work has been substantially complete and the Buyer agrees in such case to close the transaction, without hold back of any part of the purchase price, on the Seller's undertaking given pursuant to Paragraph 2 hereof to complete the dwelling, and the Buyer hereby agrees to accept the Seller's covenant of indemnity regarding lien claims which are the responsibility of the Seller, its trades and/or suppliers, in full satisfaction of the Seller's rights under the Construction Lien Act, and will not claim any lien hold back on closing, or if the said dwelling type cannot be sited or built on the property on accordance with the requirements of the Municipality/Subdivider or Architectural Control Committee, the Seller or Buyer may cancel this Agreement and the Buyer shall be entitled to a refund of the deposit money, without interest, subject to deduction for any extras ordered by the Buyer, but in no event shall the Seller or the Agent be liable for any damages or costs whatsoever.
2. The Seller agrees to make available. And the Buyer agrees to meet a representative of the Seller during the seven day work period immediately prior to closing to inspect the dwelling and verify that the dwelling has been completed in accordance with the provision of Paragraph 1 hereof. The Buyer shall be entitled to examine the dwelling except when accompanied by a representative of the Seller. The Buyer is to arrange the inspection with a representative of the Seller and is to give the representative of the Seller at least (3) days prior notice of the said inspection. In the event of any items uncompleted, at the time of such inspection, only such incomplete items shall be listed by the Seller on the form of Certificate of Completion and Possession required to be completed pursuant to the provision of the Ontario New Home Warranty Program, which the Buyer covenants to execute and which Certificate of Completion and Possession SHALL CONSTITUTE THE SELLER'S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING UNIT HEREIN. The buyer agrees such incomplete items as are included in the Certificate of Completion and Possession represent the balance of work to be complete by the seller with respect to the dwelling unit and the Buyer agrees that no further request for completion of items may be maintained by the Buyer, and this shall serve as a good and sufficient release of the Seller in that regard. The Buyer further agrees that the Seller shall have the right to enter upon the property and dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession. The Buyer agrees that access to the property and dwelling for the purpose of completing incomplete items listed on the Certificate of Completion and Possession or for repairs that may be necessary during the warranty period after the completion of the transaction shall be between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday unless other arrangements are made and agreed to by the Seller. The failure or refusal of the Buyer to permit access to the dwelling of the house following reasonable notice by the Seller shall relieve the Seller of any obligation to complete or rectify any items of work outstanding. The Vendor Seller shall complete such items as are contained in the Certificate of Completion and Possession within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The Buyer agrees that in no event shall the Buyer be entitled to obtain possession of the dwelling unit until and unless the Buyer has executed the said Certificate of Completion and Possession. In the event the Buyer has omitted to execute the Certificate of Completion and Possession prior to the closing date, the Seller shall have the right to extend the closing date further by a period of seven (7) days by notice in writing delivered to or mailed to the Buyer or to his solicitor and, in the event the Buyer has not completed an inspection and executed a Certificate of Completion and Possession prior to the extended closing date as aforesaid, this agreement shall, at the Seller's sole option, be at an end and the Buyer agrees that deposit paid by the Buyer hereunder shall be forfeited to the Seller in addition to and without prejudice to any other remedy available to the Seller arising out of such default.
3. The Buyer covenants with the Seller as follows:
  - a) To forthwith upon request do all acts and execute and deliver any documents both before and after closing, as may be required by the Seller or the municipality in connection with the acceptance of the subdivision as a whole by the municipality.
  - b) That, notwithstanding closing, the Buyer's covenants, warranties and agreement shall not merge and the Seller, the subdivider or their servants or agent's may, for such period after as is designated by the subdivider and/or Seller, enter upon the property at all reasonable hours to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, without liability thereof, and the Transfer/Deed may contain such a provision.
  - c) The Seller shall have the right to substitute material for those designated in the plans and/or specification provided the quality is equal or better, and also to make changes in plans, sitting and specifications, provided there is no objection from the Municipality.
  - d) That the Buyer will not alter the grading of the property contrary to the Municipality approved drainage pattern, and, provided that lot grading has been completed in accordance with Municipally approved grading control pattern, that the Buyer is stopped both objecting thereto and from requiring any amendments thereto. The Buyer covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost

of any such damage or alteration and in the event same is not paid upon demand, the Seller shall have the right to register a lien on title to secure such payment. The Buyer agrees not to install a swimming pool, fence, decks, gardens, and sheds upon the property until after the Seller has obtained acceptance of lot grading from the Municipality.

- e) That the hot water heater and tank are not included in the purchase price and shall remain chattel property. The Buyer agrees to execute a rental contract for the said heater and tank and agrees to take all necessary steps to assume immediately on closing, charges for hydro, water and other services, and the Seller may recover any payments therefore from the Buyer, plus office fees.
- f) To advise the Seller's solicitor forthwith how title will be taken. Prior to closing register this agreement or any other document on title.
- g) The Buyer agrees that keys will not be released to the Buyer at the construction site upon completion of transaction.
- h) The Buyer is to pay in advance for the extras ordered, and acknowledges and agrees that such payment shall be non-refundable in the event the transaction is not completed for any reason whatsoever. In the event the Buyer neglects to advise the Seller forthwith upon the request as to the Buyer's selection of finishing specifications, or orders any extras, upgrades in interior finishing, or performs any work in or about the dwelling unit which causes delay in the Seller's constructions, the Buyer agrees to complete this transaction on the closing herein set out without hold back or any part of the purchase price, on the Seller's Undertaking to complete any of the Seller's outstanding work. Notwithstanding anything herein contained to the contrary, the Buyer acknowledges and agrees that if, upon closing, any of the extras ordered by the Buyer remain incomplete in whole or in part, then at the Seller's option, there shall be refunded to the Buyer, upon closing, that portion of the amount paid by the Buyer in connection with such extras, allocated to those extras which remain incomplete in whole or in part (as determined by the Seller). The Buyer further acknowledges and agrees that the amount so paid by the Seller to the Buyer (or for which, in the alternative, the Buyer received a credit in the statement of adjustments) shall be accepted by the Buyer as full and final settlement of any claim by the Buyer with respect to the extras which remain incomplete as aforesaid, and the Buyer further acknowledges that the Seller's liability with respect to incomplete extras shall be limited to the return of the amounts referred to as aforesaid and thereafter there shall be no further liability upon the Seller in connection with such incomplete extras and upon such payment being made or credit being given, the Seller shall be deemed to have released from any and all obligations, claims or demands whatsoever, with respect to such incomplete extras.
- i) The Buyer agrees not to finish the whole or any part of the basement of the dwelling for a period of twenty four (24) months after closing date.
- j) To accept the property, subject to the building and other restrictions registered or to be registered on title, including provisions in the Subdivider's deed to the Seller, provided there is no breach of such restrictions on closing and to execute and grant any easement or right of way for installation and/or maintenance of services as may be required, both before and after closing, by any government or utility authority or body.
- k) The Buyer acknowledges that grading and sodding shall be done between June and October of any year as per the Seller's scheduling program. The Buyer agrees that he shall be solely responsible for watering and general maintenance of sod from the closing date or from the date the sod was laid., which ever shall be the later and the Seller shall have no obligation in that regard. In the event the Seller is, for any reason, required to replace laid sod, the Seller shall not be obligated to do so until the payment has been made therefore by the Buyer.
- l) That he, the Buyer, will not, either before closing, mortgage, sell, deal with, or in any way encumber the real property, directly or indirectly, and without limiting the generality of the foregoing, shall permit any lien, will of execution, conditional sales agreement, to be registered or filed of the real property until after such time as the Seller has received the full amount of the purchase price in cash. The Buyer will not at any time prior to closing register or cause to be registered this Agreement against the title to the real property or any notice thereof, whether by caution or otherwise or register a Notice of Purchaser's Lien on the title of the real property in default of which the Seller shall be entitled to apply ex prate to the Ontario Court of Justice (General Division) for an Order removing the said registration from the title to the real property and the Seller hereby consents to such Order without notice to him. Buyer shall bear all costs, charges and expenses incurred by the Seller in any application for such Order as between solicitor and his own client. Notwithstanding the forgoing the Buyer shall be liable to the Seller for all damages sustained by the Seller for the Buyer's breach of covenant. Such right of action for damages shall be preserved to the Seller notwithstanding the closing of the transaction.
- m) That for such period of time as may be set out any agreement between the subdivider and the Municipality and/or the Regional Municipality or any other governmental authority registered on the title of the real property or as set out as a Schedule or Agreement, after closing, the Buyer will not remove or permit to be removed soil, nor shall he change

grades of drainage patterns. He, the Buyer shall not interfere with any person, worker or agent authorized by the Municipality or the Regional Municipality, subdivider, public utilities or other services utility authority the entry of any such person upon real property in order to change grades of drainage patterns or remove or replace fences, obstructions or signs and all such persons are hereby authorized to do so without liability of any kind being imposed on them. In the event that he, the Buyer has made additions and/or improvements such as, but not limited to, porches, patios, planting, paving, fences, in such manner and so located as to alter the grading and/or drainage of the real property in such a way as to affect the surface drainage patterns, the Buyer shall remove such additions and/or improvements and make such restoration of the drainage patterns and grading at his sole cost and expense to the specifications of the Seller or the subdivider or the Municipality upon the request of any item and if the buyer fails as to do within a reasonable time, such restoration or rectification may be carried out by any of the foregoing at the Buyer's cost and expense. Provided if such cost and expense is not reimbursed to the appropriate party, which has made the relocation, or rectification, the Buyer shall be liable in damages to such party.

4. The Buyer agrees that the title may on closing be subject to one or more subdivision or other development agreements and that the subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality. The Buyer agrees that the Seller shall not be obligated on closing or thereafter to obtain releases of such subdivider or other development agreements provided that the same have complied with as of the closing date. In the event architectural control and external elevations of the dwelling unit is imposed by the Municipality and/or by the Subdivider, and the Seller is required, in compliance with such architectural control requirements, to construct an external elevation for this dwelling unit other than as specified in this Agreement (the "Amended Elevation"), the Buyer hereby irrevocably authorizes the Seller to complete the dwelling unit herein including the required Amended Elevation, and the Buyer hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in the Agreement. The Seller shall have the right, in its sole discretion to construct the hereinbefore described dwelling unit either as shown on the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Buyer, or, to construct such dwelling unit on a reverse mirror image dwelling unit plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image dwelling unit plan is hereby irrevocably accepted by the Buyer with out any right of abatement of purchase price and in full satisfaction of the Seller's obligations as to construction of the dwelling unit type here before described. In the event any mortgages are outstanding on closing to discharge the discharge of which is the Seller's obligation, the Buyer agrees to accept the Buyer's Solicitors undertaking to obtain and register discharge of the same forthwith after closing, in full satisfaction of the Seller's obligation in that regard. The Seller warrants that, on closing, all conditions in such subdivision or other development agreements, which restrict occupancy, will have been complied with. The Buyer shall not call for the production on closing of an occupancy permit issued by the Municipality (if applicable) but shall accept the Seller's undertaking to produce same after closing upon receipt from the Municipality.
5. Provided the title is good and free from all encumbrances as except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of services, TV transmission system, mutual driveways, and for the maintenance of adjoining if applicable. The Buyer is not to call for the production of any title deeds, abstract or other evidence of the title except as are in the possession of the Seller. The Buyer is to be allowed until forty-five (45) days prior to closing, to examine the title at his own expense and if, within that time any objection to title is made in writing to the Seller which the Seller shall be unable or unwilling to remove and which the Buyer will not waive, this Agreement shall, (except for the Buyer's obligations for extras or changes), notwithstanding any immediate act or negotiations, be void and the deposit(s) shall be returned, without interest and the Seller and the Agent shall not be liable for any damage or costs whatsoever. Save as to any valid obligation so made within such time, the Buyer shall be conclusively deemed to have accepted the title of the Seller to the property.
6. Unearned insurance premiums, taxes, fuel, assessment rates, assessment rates and local improvement to be apportioned and allowed to the date of closing. In the event realty taxes have not been individually broken down in respect of this property and remain en bloc then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Buyer covenants to complete this transaction and accept the Seller's undertaking to pay realty taxes once individually assessed against this property and, agrees to pay on closing a deposit to be readjusted and to be applied on account of the Buyer's portion of realty taxes applicable to this property. Municipality realty tax reassessment and/or supplementary tax bills relating to the dwelling unit constructed on the property issued subsequent to the closing date, shall be the sole responsibility of the Buyer. Included in the purchase price are the its and features listed schedule "A", which is attached hereto and forms part hereof.
7. This offer to be read with all changes of gender or number required by the context and when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Seller shall have the right to terminate this agreement and forfeit all deposit monies in full. Without prejudice

to the Seller's rights as to forfeiture of deposit as aforesaid, and in addition thereto, the Seller shall have the right to recover from the Buyer all additional costs, losses and damages arising out of default on the part of the Buyer pursuant to any provision contained in this agreement. In the event any of one or more of the provision of this agreement or any portion or portions thereof are invalid or enforceable, the same shall be deemed to be deleted here from and shall not be deemed to effect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Buyer shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral agreement or condition effecting this agreement of the property, or supported hereby, except as set forth herein in writing. All building and equipment shall remain at the Seller's risk until closing. Deed to be prepared at Seller's expense, and shall be executed by the Buyer if required by the Seller and shall be registered forthwith on closing at the Buyer's expense.

8. The Seller represents that is not a non-resident for the purpose of Section 116 of the Income Tax Act, Canada, and that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, 1986.
9. The Buyer represents to the Seller, upon which representation the Seller has relied in accepting the Buyer's offer, that he is purchasing the property for his own personal use and not for short term speculative investment purposes. The Buyer covenants and agrees with the Seller not to list for sale, advertise for sale, offer for sale, sell, transferor, assign his interest under this agreement at any time prior to the closing date, without the prior written consent of the Seller which consent may be arbitrarily withheld.
10. This agreement is conditional upon compliance with the requirements of the Planning Act, R.S.O. 1990, as amended, which compliance shall be obtained by the Seller at its sole expense, on or before closing.
11. This offer is irrevocable by the Buyer until one minute before 6:00 p.m. on the irrevocable date herein set out, after which time, if not accepted, this Offer shall be void and the deposit returned to the Buyer, without interest. Sale to be completed on the closing date hereinafter set out, on which date vacant possession of the premises is to be given to the Buyer.
12. GST/HST The seller and the Buyer in this purchase agreement hereby expressly acknowledge, covenant and agree to the following schedule N
13. The Buyer agrees to accept the title to the subject to the restrictions attached hereto on schedule \_\_\_\_\_.
14. The Buyer hereby consents to any application that may be made by the developer or its associated companies, or the Vendor or its associated companies for a rezoning of certain blocks or lots or parts thereof adjacent to or near the Real Property. Notwithstanding and without limiting the generality of the foregoing the Buyer hereby consents to any existing application pending by the Developer or its associated companies for rezoning the certain blocks or lots or parts thereof, adjacent to or near the Real Property. The Buyer further agrees to assume, accept, permit or grant whatsoever rights, licenses or easements as may be required by the Municipality, the Regional Municipality, the Seller, the Developer or any public utility or telephone company for hydro electricity, gas, telephone, cable television, municipal or other services over the Real Property provided that such rights or easements shall not interfere with the dwelling erected or to be erected on the Real Property.
15. The Buyer directs the Seller to pay such part of the Purchase Price as may be sufficient to the registered owner of the Lot for the conveyance of the said Lot to the Buyer. The Seller warrants to the Buyer that the Purchase Price includes an amount sufficient for such conveyance.
16. The Buyer covenants with the Seller that notwithstanding the closing of the transaction, the Buyer hereby appoints the Seller as his attorney for a period of five (5) years effective as of closing date to grant such additional easements, rights or entry or licenses for any of the public utility suppliers, the Municipality or other authority for purposes of maintaining equipment on the real property herein or beneath the surface thereof, including such excavation as may be necessary.
17. The Buyer acknowledges that the Seller may have agreed to acquired registered title to the Real Property from the developer on terms set forth in separate agreement (the "Purchaser Agreement"). In the event of default by the developer in completion with the requirements therein contained, or in the event the developer exercises its right, if any, to terminated the Purchase Agreement as it relates to the Real Property or in any other event that the Purchase Agreement is not completed, this Agreement shall be terminated and all deposit monies shall be repaid to the Buyer without interest or deduction and all parties shall be released of any liability of obligation hereunder.
18. The Buyer is notified that although the subdivision agreement may require the issuance of an occupancy permit, and or temporary occupancy permit by the municipality to permit occupancy of the dwelling, the practice of the Municipality may be such that oral consent to occupancy is given and that formal consent is issued at some later time. The Buyer agrees with the Seller to close the transaction on the Seller's representation that the Buyer may occupy the real property after closing and the Seller shall not be obliged as of closing to provide a formal occupancy permit. The Buyer shall satisfy himself that such oral consent has been given.

19. The Buyer shall attend at the Seller's sales office within 14 days after notification by Seller in order to make finishing selections which the Buyer is entitled to select from the Seller's samples. At such time, the Buyer shall also make alternate selections, which shall be used in the event that primary selections are unavailable for any reason. If the Buyer fails to attend and make the required selections within the said 14 day period, the Seller shall be entitled to make such selections. If none of the Buyer's selections of a particular item are available, he shall re-attend within 7 days of notice thereof and if he fails to attend and make the required selections, the Seller shall be entitled to make such selections. The Buyer acknowledges that except for such finishing items the Seller has to specifically entitle the Buyer to make selections, all other items of construction and finishing including without limitation colour, material, style, size and all exterior materials and finishing shall be selected exclusively by the Seller.
  
20. The deed/transfer to be tendered on the completion of the sale shall be prepared by and at the expense of the Seller and may contain any or all of the provision of this Agreement, and if required to do so by the Seller, the Buyer shall execute and deliver a covenant incorporating any or all of the aforementioned terms. The parties hereby waive personal tender, and agree that tender of any documents or money may be made either upon their respective solicitors and money may be tendered by certified cheque drawn on any Canadian chartered bank or trust company. In the absence of any other mutually acceptable arrangement, tender shall be validly made by the Seller upon the Buyer by the Seller's attendance at the Registry Office in which the title of the subject property is recorded, between the hours of 1:00 p.m. and 2:00 p.m. on the completion date of the sale. In the event that the Buyer or his solicitor is not present at such office at the time hereinbefore stipulated, and the Seller or its solicitor or authorized representative is in attendance at such time, then the Buyer shall be deemed for all purposes to have waived tender by the Seller, and the Buyer shall be stopped and forever barred from claiming any defect in the title to the property, or any deficiency in the construction of the dwelling, or that the Seller was unable or unwilling to complete this transaction in accordance with the provisions of this Agreement.
  
21. If the Seller is unable to build the model, type and/or elevation of the dwelling or site the dwelling as specified in the plans and specifications, as examined by the Buyer, or if the size or location of the subject property changes on the final plan of subdivision, then the Seller may terminate this agreement and return the deposit to the Buyer without interest.
  
22. In addition to the balance of the Purchase Price due on Closing, the Buyer shall pay to the Seller the following:
  - i. the cost of paving, or concrete finish, to the driveway apron;
  - ii. the cost of tree planting, if imposed upon and paid by the Seller;
  - iii. the cost of enrolment of the Property under the Ontario New Home Warranty Plan Act;

The Buyer shall accept the Seller's written Declaration as evidence of payment of such charges by the Seller.

DATE this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_  
 SIGNED, SEALED AND DELIVERED )

in the presence of )

) \_\_\_\_\_  
 BUYER  
 DATE OF BIRTH: \_\_\_\_\_  
 )  
 )  
 ) \_\_\_\_\_  
 BUYER  
 DATE OF BIRTH: \_\_\_\_\_  
 )  
 )

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

828421 Ontario Inc.  
 o/a Sunlight Heritage Homes  
 \_\_\_\_\_  
 Name:  
 Title:  
 I have authority to bind the Corporation.

Buyer's Address until closing: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Buyer's Solicitor:

Seller's Solicitors:  
 William R. Appleby  
 372 Erb Street West,  
 Waterloo, ON. N2L 1W6  
 Telephone: 519-884-7330  
 Fax: 519-884-7390

Property \_\_\_\_\_  
\_\_\_\_\_

## Statement Of Critical Dates Delayed Closing 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.**

*NOTE TO HOME BUYERS: Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all Tarion's warranties including the Delayed Closing 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 closing of your purchase.*

**VENDOR** \_\_\_\_\_  
Full Name(s)

**PURCHASER** \_\_\_\_\_  
Full Name(s)

### 1. Critical Dates

The **Firm Closing Date**, which is the date that the Vendor agrees the home will be completed and ready to move in, is: \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Closing Date.*

The Vendor can set a Delayed Closing Date that is up to 365 days after the Firm Closing Date. This **Outside Closing Date** is: \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### 2. Purchaser's Termination Period

If the home is not complete by the Outside Closing Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "Purchaser's Termination Period"), which period could end as late as: \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 9, 11 and 12 of the Addendum).*

**Note: Anytime 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 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 7 of the Addendum).**

Acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VENDOR : \_\_\_\_\_

PURCHASER : \_\_\_\_\_  
\_\_\_\_\_

## Addendum to Agreement of Purchase and Sale Delayed Closing 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. It contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “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 CLOSING WARRANTY.**

**The Vendor shall complete all blanks set out below.**

**VENDOR**

Full Name(s) \_\_\_\_\_

Tarion Registration Number \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

**PURCHASER**

Full Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

**PROPERTY DESCRIPTION**

Municipal Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Short Legal Description \_\_\_\_\_

**INFORMATION REGARDING THE PROPERTY**

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision.  Yes  No  
 If yes, the plan of subdivision is registered.  Yes  No  
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.  Yes  No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:  
 (i) water capacity, and (ii) sewage capacity to service the Property.  Yes  No  
 If yes, the nature of the confirmation is as follows: \_\_\_\_\_

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

(c) A building permit has been issued with respect to the Property.  Yes  No

(d) Commencement of Construction:  has occurred; or  is expected to occur by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

**1. Definitions**

- “**Business Day**” means any day other than: Saturday; Sunday; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year’s Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.
- “**Closing**” means the completion of the sale of the Property and “Close” has a corresponding meaning.
- “**Commencement of Construction**” means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.
- “**Critical Dates**” means the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date, and the last day of the Purchaser’s Termination Period.
- “**Delayed Closing Date**” means the date on which the Vendor agrees to Close, in the event the Vendor cannot close on the Firm Closing Date, as set in accordance with section 6.
- “**Early Termination Conditions**” means the types of conditions listed in Schedule A.
- “**Firm Closing Date**” means the firm date on which the Vendor agrees to Close, as set in accordance with this Addendum.
- “**Outside Closing Date**” means the latest date that the Vendor can set as a Delayed Closing Date before the Purchaser’s right to terminate the Purchase Agreement for delay arises, calculated in accordance with paragraph 11(b).
- “**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).
- “**Statement of Critical Dates**” means the Statement of Critical Dates attached to or accompanying this Addendum (in form to be determined by the Tarion Registrar from time to time). The Statement of Critical Dates must be signed by both the Vendor and Purchaser.
- “**The Act**” means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.
- “**Unavoidable Delay**” means an event which delays Closing 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 7(b), and the date on which the Unavoidable Delay concludes.

**2. 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 2(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 2(i) or (j), 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:
- (i) This Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), will result in the automatic termination of the Purchase Agreement.  Yes  No
  - (ii) If yes, 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:
- 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 cannot be later than 90 days before the Firm Closing Date, and will be deemed to be 90 days before the Firm Closing Date if no date is specified or if the date specified is later than 90 days before the Firm Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(ii) of Schedule A which must be satisfied or waived by the Vendor within 60 days following signing of the Purchase Agreement.
- Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*
- (d) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph 2(c)(ii) and any appendix listing additional Early Termination Conditions.
- (e) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions listed in subparagraph 2(c)(ii).
- (f) 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.

**2. Early Termination – Conditions (continued)**

- (g) 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.
- (h) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (i) The Purchase Agreement may be conditional until Closing upon compliance with the subdivision control provisions (section 50) of the Planning Act (Ontario), 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 (i.e., 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.

**3. Setting the Firm Closing Date**

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, and set out the calendar date in the Statement of Critical Dates.

**4. Changing the Firm Closing Date – Three Ways**

- (a) The Firm Closing Date, once set in accordance with section 3, can be changed only:
- (i) by the mutual written agreement of the Vendor and Purchaser in accordance with section 5;
  - (ii) by the Vendor setting a Delayed Closing Date in accordance with section 6; or
  - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 7.
- (b) If a new Firm Closing Date is set in accordance with section 5 or 7, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

**5. Changing Critical Dates – By Mutual Agreement**

- (a) This Addendum sets out a structure for setting, extending and/or accelerating Closing dates, which cannot be altered contractually except as set out in this section 5 and in paragraph 7(c).
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend a Firm Closing Date or a Delayed Closing Date in each case to a new specified calendar date. The amendment must comply with the requirements of section 10.
- (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 Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to Close on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing 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.

**6. Changing the Firm Closing Date – By Setting a Delayed Closing Date**

- (a) If the Vendor cannot Close on the Firm Closing Date and sections 5 and 7 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 9.
- (b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date. However, if the Vendor selects a Delayed Closing Date that is more than 365 days after the Firm Closing Date, then the Vendor's written notice setting the Delayed Closing Date shall include a statement explaining that the Purchaser need not accept the full delay and will have the right to terminate the Purchase Agreement after 365 days of delay as described in section 11 after the Vendor knows or ought reasonably to know that the Unavoidable Delay has commenced.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event no later than 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 9(c).
- (d) If a Delayed Closing Date is set and the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 7 or is mutually agreed upon under section 5, in which case the requirements of those sections must be met. Paragraphs 6(b) and 6(c) above apply with respect to the setting of the new Delayed Closing Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

**7. 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 closing 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: 10 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 10 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 Closing Date or Delayed Closing 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 Closing Date or Delayed Closing 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 7(c), the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 9 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section must set out the revised next Critical Date and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

**8. Building Code – Conditions of Occupancy**

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- (a) On or before the date of Closing, the Vendor shall deliver to the Purchaser:
- (i) where a registered code agency has been appointed for the building or part of the building under the *Building Code Act* (Ontario), a final certificate with respect to the home that contains the prescribed information as required by s. 11(3) of the *Building Code Act*; or
  - (ii) where a registered code agency has not been so appointed, either:
    - (A) an Occupancy Permit (as defined in paragraph (d)) for the home; or
    - (B) a signed written confirmation by the Vendor that: (I) provisional or temporary occupancy of the home has been authorized under Article 1.3.3.1 of Division C of the Building Code; or (II) the conditions for residential occupancy of the home as set out in s. 11 of the *Building Code Act* or Article 1.3.3.2 of Division C of the Building Code, as the case may be (the “Conditions of Occupancy”) have been fulfilled.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for certain Conditions of Occupancy (the “Purchaser Obligations”):
- (i) the Purchaser may not refuse to Close on the basis that the Purchaser Obligations have not been completed;
  - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling the Conditions of Occupancy (other than Purchaser Obligations), a signed written confirmation that the Vendor has fulfilled such Conditions of Occupancy; and
  - (iii) if the Purchaser and Vendor have agreed that the Conditions of Occupancy (other than Purchaser Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(iii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(iii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 6, and delayed closing compensation shall be payable in accordance with section 9. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(iii) is because the Purchaser has failed to satisfy the Purchaser Obligations.
- (d) For the purposes of this section, an “Occupancy Permit” means any written 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 the fact that authority to occupy the home has been granted.

**9. Delayed Closing Compensation**

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- (a) The Vendor warrants to the Purchaser that, if the Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 5 or 7), then the Vendor shall compensate the Purchaser for all costs incurred by the Purchaser as a result of the delay up to a total amount of \$7,500, which amount includes payment to the Purchaser of \$150 a day for living expenses for each day of delay until the date of Closing or the date of termination of the Purchase Agreement, as applicable under paragraph (b).
- (b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraphs 11(b), (c) or (e) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, 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 *Act*.
- (c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 6(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing 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 closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.
- (e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation within 180 days after Closing 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 closing compensation payable based on the rules set out in section 9 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 closing 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 closing compensation payable by the Vendor.
- A true copy of the acknowledgement (showing clearly the municipal address and enrolment number of the home on the first page) shall be provided to Tarion by the Vendor within 30 days after execution of the acknowledgement by the parties.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 9(e), then to make a claim to Tarion, the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sales transaction is terminated under paragraphs 11(b), (c) or (e), in which case the deadline is 180 days after termination for a claim to the Vendor and one (1) year after termination for a claim to Tarion.

**10. Changes to Critical Dates**

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- (a) Whenever the parties by mutual agreement extend or accelerate either the Firm Closing Date or the Delayed Closing Date this section applies.
- (b) If the change involves acceleration of either the Firm Closing Date or the Delayed Closing Date, then the amending agreement must set out each of the Critical Dates (as changed or confirmed).
- (c) If the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:
- (i) disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 9 above;
  - (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 (the “Compensation”); and
  - (iii) contain a statement by the Purchaser that the Purchaser waives compensation or accepts the above-noted Compensation, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.
- (d) If the Purchaser for his or her own purposes requests a change of date or dates, then paragraph 10(c) shall not apply.

### **11. Termination of the Purchase Agreement**

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written consent, such written consent to be given at the time of the termination.
- (b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred within 365 days after the Firm Closing Date, 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, then the Delayed Closing Date shall be the date set by the Vendor under paragraph 6(b).
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or any date for Closing 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 requirements of section 2.
- (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 delay in Closing alone.

### **12. Return of Monies Paid on Termination**

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), the Vendor shall return 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 return to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor and/or a termination agreement as a prerequisite to obtaining the return of monies payable as a result of termination of the Purchase Agreement under this paragraph.
- (b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of the Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs 12(a) and (b), if either party initiates legal proceedings to contest termination of the Purchase Agreement or the return of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

### **13. 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 *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.

### **14. Addendum Prevails**

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

### **15. Time Periods, and How Notice Must Be Sent**

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable.
- (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 paragraph 15(b), 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, the party shall send written notice of the change of address/contact number to the other party.
- (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.

## **SCHEDULE A**

### **Types of Permitted Early Termination Conditions** (Section 2)

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

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- (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 of Approval from an Approving Authority for a basement walkout; and/or
- (ii) 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:**

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“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:**

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- (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:**

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

SCHEDULE "C"

BUYER: \_\_\_\_\_ (SEAL) WITNESS: \_\_\_\_\_  
BUYER: \_\_\_\_\_ (SEAL) WITNESS: \_\_\_\_\_

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I/WE hereby acknowledge receipt of a copy of the above and agree with its content.

Given under our hand and seal at \_\_\_\_\_, Ontario

This \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
Sunlight Heritage Home

**SCHEDULE "D"**

(This attached schedule forms part of this Agreement of purchase and sale)

**SAFETY POLICY  
ACKNOWLEDGEMENT**

Lot \_\_\_\_\_ Plan \_\_\_\_\_ in the City of \_\_\_\_\_

Model: \_\_\_\_\_ Type: \_\_\_\_\_ Elevation: \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

While we realize that it is only natural to visit the site from time to time to check on the progress of your home during conduction, we must, nevertheless, advise you that this is against the Law of Ontario. The Occupational Health and Safety Act requires that all visitors to a home under construction, even during the finishing stages, MUST be equipped with Hard Hats AND Safety boots AND provide proof of current coverage with the Workmen's Compensation Board OR Long Term Disability Insurance that will satisfy the Board.

The law makes no exceptions and so neither can we! Except in the circumstance where all of the above conditions have been satisfied and an appointment made with the site beyond the street curb line.

Thank you for your cooperation.

We hereby agree to abide by the terms and conditions as stipulated herein and accordingly acknowledge receipt of same.

Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

**SCHEDULE "E"**

(This attachment schedule forms part of this Agreement of Purchase and sale)

**Acknowledgement- RE: Heating System Warranty**

The Heating System in your home is comprised of the following components:

- Furnace, Thermostat, Ductwork (supply and return)
- Power Supplies (Gas and Electric), and Interconnecting wiring.

Any modification to these components will VOID the system warranty. This includes the installation of Air Conditioning, Humidifiers, Electronic Air Cleaners, Programmable Thermostats, etc.

This is the position taken by Ontario New Home Warranties, Section 13, Item 2 (G), which states:

- A Warranty under sub-section (1) does not apply in respect of,
- (G) Alterations, deletions or additions made by the owner.

The installation of this equipment has been wired into the furnace circuitry. Errors in wiring are often which even if corrected immediately, can cause partial damage to components, that may not become apparent until weeks or months afterwards. Some of the things that can happen when other equipment is Installed are:

- Burners become dislodged
- Balancing dampers are inadvertently moved
- Delicate Ignition components can be damaged or broken
- Air flow in different rooms can change
- Electrical components can be damaged

Many new homeowners are not aware of these potential problems that can occur when making changes or additions to the original system. Our intention is not to force the homeowner to only deal with the builder or his contractor. Another contractor can be used, but, ensure they accept the responsibility for the balance of the builders warranty, as a condition of the sale. A reputable company will understand the situation and willingly accept.

Please acknowledge receipt of this document.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

**SCEHDULE "F"**

(This attached schedule forms part of this Agreement of Purchase and Sale)

**ACKNOWLEDGEMENT- OPTIONS, EXTRAS & UNAUTHORIZED WORK**

This Schedule is incorporated into and forms a part of the Agreement of Purchase and Sale between Sunlight Heritage Homes. (Seller) and

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

Lot \_\_ Plan \_\_\_\_\_ in the City of \_\_\_\_\_

Model: \_\_\_\_\_ Type: \_\_\_\_\_ Elevation: \_\_\_\_\_

Pursuant to the above reference Agreement of Purchase and Sale, the following **MUST** be supplied by the Buyer by the dates shown below, failing which the Seller may exercise immediately the Purchaser's rights to colour and material selections.

**Interior Colour Selections and upgrades**

Prior to the commencement of construction approximately 30 days from firm acceptance of This Agreement and within 14 days of a request for an appointment by the Seller's representative.

Once the colour selections and upgrades have been finalized, further changes will only be allowed at the sole and absolute discretion of the Seller. In all cases, there will be an administration charge of **\$350.00** per item for any colour change or additional option or upgrade. Please verify all selections before signing your forms to avoid disappointment and additional costs as they are considered final when processed.

All requests for extras must be processed through Head Office only. Requests are not to be presented to construction staff or tradesmen. Only authorization from Head Office will be recognized as official and any costs associates with unauthorized work will be added and charged to the above noted lot on closing.

Unauthorized work will not be warranted or guaranteed by the Seller or Ontario New Home Warranty Program, as stated in the Ontario New Home Warranties Act, Section 13, Item 2 (G): and may be removed from the premises at the cost of the Buyer.

Any unauthorized modifications and additions, before or after closing, to any components of your home's "delivery and distribution systems" will VOID that particular system's warranty.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**SCHEDULE "G"**

(This attached schedule forms part of this Agreement of purchase and sale)

Lot \_\_\_\_\_ Plan \_\_\_\_\_ in the City of \_\_\_\_\_

Model: \_\_\_\_\_ Type: \_\_\_\_\_ Elevation: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

1. The Buyer(s) acknowledges that all exterior colour selections are Architecturally Controlled for the purpose of providing a pleasing streetscape.
2. The Buyer(s) acknowledges that no exterior colour selection can be guaranteed to the Buyer(s).
3. The Buyer(s) acknowledges that while some exterior colours may indicate the possible inclusion of a different brick accent colour, this feature will only be assigned to a small percentage of houses in the Development as selected by Architectural Control and accordingly the assignment of a particular exterior colour package will not necessarily include a different brick accent colour.
4. The Buyer(s) acknowledge that the exterior colour will include several elements and that no substituted colours within a particular package are possible. The following elements, but not without limitation, are included in the exterior colour package: Main Brick, Accent Brick (where applicable), Roof Shingle, Soffit, Fascia & Downspouts, Vinyl Siding (where applicable), Paint for Front Doors, Garage Doors, Garage Trim, Crezone Panels (where applicable), Window Trim, Posts and Pickets (where applicable), Louvers (where applicable), etc.
5. Notwithstanding all of the above, the Seller will endeavor to provide the Buyer(s) with a choice to the exterior colour, and while acknowledging that no exterior colour can be guaranteed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**SCHEDULE "H"**

(This attached schedule forms part of this Agreement of Purchase and Sale)

Lot \_\_\_\_\_ Plan \_\_\_\_\_ in the City of \_\_\_\_\_

Model: \_\_\_\_\_ Type \_\_\_\_\_ Elevation \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

**PURCHASER ACKNOWLEDGEMENT**

We the buyers of the above noted lot do hereby acknowledge that we have been advised that no changes what so ever will be permitted with respect to the Lot, Model Type, Exterior, Elevation, Floor Plan, Exterior Colour schedule or this Agreement has been processed as firm. This restriction does not apply to requests for minor (non-structural) interior design revisions which would normally be allowed at the Décor Center.

The Buyer acknowledges that if construction has commenced on the house selected that construction will continue to proceed. No modification(s) or upgrades affecting the construction progress of the house will be allowed without the consent of the construction manager and will be subject to additional charges directly related to the stage of construction at the time of the request(s).

The Buyer agrees to accept all exterior and interior selections that have been made if the house is under construction.

The Buyer(s) acknowledges that the house will be built as per attached plan. And that at **No** time the sales person(s) promised or advised them of any extras they will receive that are not stated in the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**SCHEDULE "I"**

(This attached schedule forms part of this Agreement of Purchase and sale)

Lot \_\_\_\_\_ Plan \_\_\_\_\_ in the City of \_\_\_\_\_

Model: \_\_\_\_\_ Type: \_\_\_\_\_ Elevation: \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

Pursuant to the conditions of this Agreement of Purchase and Sale the following post dated cheques are required as further deposits in addition to the initial deposit included at the time signing this offer.

2<sup>nd</sup> Deposit dated \_\_\_\_\_ \$ 15,000.00

**TOTAL DEPOSITS** \$ \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
SUNLIGHT HERITAGE HOMES



**SCHEDULE "K"**

(This attached schedule forms part of this Agreement of purchase and sale)

Lot \_\_\_\_\_ Plan \_\_\_\_\_ in the City of \_\_\_\_\_

Model: \_\_\_\_\_ Type: \_\_\_\_\_ Elevation: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

This agreement is conditional upon approval of the agreement by the Buyer's Solicitor. If written notice of non-approval is not received by the Seller or Sellers solicitor within 4 days from the date of offer, then and in such event, this condition shall be deemed to have been satisfied. If written notice or non-approval is received by the Seller or it's solicitor on or before the above mentioned dated, than this shall become null and void and the deposit shall be returned to the Buyer in full without interest.

If the Buyer's solicitor request a change to any of the agreement, the Buyer's solicitor must provide the Seller with a schedule outlining the requested changes to be included in the agreement for consideration.

\_\_\_\_\_  
Initials

**SCHEDULE "L"**

(This attached schedule forms part of this Agreement of purchase and sale)

Lot \_\_\_\_\_ Plan \_\_\_\_\_ in the City of \_\_\_\_\_

Model: \_\_\_\_\_ Type: \_\_\_\_\_ Elevation: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

All illustrations are artist's concept. Plans, dimensions and specifications are subject to change at the discretion of the Vendor. Materials may be substituted for those of equal or better quality. All dimensions are approximate. E. &O.E.

Purchaser shall have the right to select floor coverings, tiles, cabinets and countertops, bathroom fixtures and purchaser upgrades from the Vendor's samples subject to their timely availability from the Vendor's normal supplier and provided that the same have not already been ordered for this house. Variations from Vendor's samples may occur in bricks, finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process. The Purchaser is notified that the laundry room may be lowered to accommodate side yard drainage, in extraordinary cases door(s) from laundry room will be eliminated at Vendor's discretion. Steps where applicable, may vary at any exterior or interior entranceway due to grading variance. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the elevation of the house exposed to the street. The Purchaser accepts these changes as necessary. When Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The house erected or to be erected on the above lot shall contain the features listed in feature sheet. The floor plan shall be the plan illustrated in the Vendor's latest sales package for model type purchased. The Purchaser acknowledges that the Vendor's model homes have been decorated for public display purposes and may contain features, upgrade finishes and augmented services which may not be included in the basic model type. All electrical services included in the basic model type are illustrated on architectural plans available at the Vendor's sales model. Most additional features on display in the model homes are available extras. The purchaser is notified due to sitting and grading conditions; optional man doors from garage to house may be eliminated at Vendor's discretion if more than three risers are required and depending on zoning and bylaw restrictions. If deck is required for access to house from garage, Purchaser agrees to pay \$450.00 as an adjustment on closing. Purchaser is notified that all lots have Architectural Controls applied to them and that exterior architectural features may be added or altered at the Vendor's discretion to comply with Architectural Control Guidelines. Sunlight Heritage Homes reserves the right to use visual representations of your homes, take both during construction and after occupancy, for Marketing Advertising purposes, and I/we hereby consent to same.

\_\_\_\_\_  
(buyer)

\_\_\_\_\_  
(buyer)

SCHEDULE "M"

The Purchaser is responsible to install, at the Purchaser's own expense, a paved driveway, concrete driveway, paving stone or driveway of comparable material within two (2) years from the date of completion of the house from the garage entrance to the street pavement. If the driveway had not been constructed within two (2) years from the date of completion of the house, the Vendor may enter upon the lands and construct a paved asphalt driveway and proceed to collect the cost of such installation from the Purchaser from which payment will be immediately due upon invoicing. For the purposes of this paragraph, the completion date of the house shall be deemed to be the date the Ontario New Home Warranty Program Pre Delivery Inspection was performed on.

BUYER: \_\_\_\_\_ (SEAL) WITNESS: \_\_\_\_\_

BUYER: \_\_\_\_\_ (SEAL) WITNESS: \_\_\_\_\_

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I/WE hereby acknowledge receipt of a copy of the above and agree with its content.

Given under our hand and seal at \_\_\_\_\_, Ontario

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
Sunlight Heritage Home