

ADDENDUM 1: TERMS AND CONDITIONS

1. **Purchaser's Conditions** This Agreement is conditional for the benefit of the Purchaser:
- (a) for a period of five days from the date of acceptance hereof upon the Purchaser's lawyer reviewing and approving this Agreement; and
 - (b) for a period of ten days from the date of acceptance hereof upon the Purchaser arranging suitable financing at his or her expense and providing evidence of such financing satisfactory to the Vendor.

In the event that the Purchaser or the Purchaser's lawyer notifies the Vendor within the respective period that the said condition has not been satisfied, then this Agreement shall be considered null and void and the Purchaser's deposit shall be returned in full, without interest or penalty. In the event that the Purchaser or the Purchaser's lawyer does not so notify the Vendor within the said time period, then the Purchaser shall be deemed to have satisfied or waived the said condition.

2. **Covenants, Restrictions and Acknowledgments** The Purchaser hereby acknowledges that:
- (a) the Purchaser will not enter the Unit prior to the Closing Date without the written consent of the Vendor, and if he does so, then the Purchaser hereby releases the Vendor, its servants and agents from all liability for personal injury or Unit damage to himself and anyone accompanying the Purchaser, resulting from the entry upon the Unit or adjacent lands;
 - (b) notwithstanding the closing of this transaction, the Vendor, its servants and agents may, after closing, enter upon and about the Unit, at all reasonable hours, to inspect, repair, complete or rectify grade and undertake modifications to the surface drainage and/or landscaping, and/or to fulfill any other obligation under the site plan control or development agreements, without liability to the Vendor, and such entry shall not be deemed to be an act of trespass;
 - (c) the Purchaser shall not interfere with any drainage ditches, grades, elevations or surveyor's stakes or obstruct the natural flow of water without written permission of the Vendor; and
 - (d) the Purchaser is solely responsible for ensuring that the Unit is properly assessed for property tax purposes and for taking whatever steps as may be necessary by way of an appeal or otherwise in respect of any notice of assessment forwarded by the appropriate authority relating to the Purchaser's use and occupancy of the Unit.
3. **Warranty** The Purchase acknowledges that neither the Vendor nor the Unit is or shall be registered or enrolled with Tarion Warranty Corporation ("Tarion"), and that no Tarion warranties apply or will be available with respect to the Unit or the transactions contemplated by this Agreement. The Purchaser acknowledges that the Vendor shall not be responsible for normal wear and tear and minor faults such as hair-line cracks in concrete or plaster or cracks resulting from shrinkage of lumber, nor for repainting.
4. **Adjustments** Taxes, local improvements and assessment rates shall be apportioned and allowed to the Closing Date, with the Closing Date to be for the account of the Purchaser. The Purchaser shall not be entitled to interest on the deposits. In the event that realty taxes have not been separately assessed as against the Unit as at the Closing Date, adjustments shall be made based on the Vendor's reasonable estimate as to the amount of realty taxes that would have been payable if the Unit had been separately assessed, and as if the taxes for the year in which closing occurs have been fully paid, whether or not that has occurred, all subject to the Purchaser and the Vendor readjusting for same after closing if and to the extent that such a readjustment is warranted.
5. **Harmonized Sales Tax ("HST")** The Vendor acknowledges and agrees that the Purchase Price does not include HST and the Purchaser shall be responsible for payment of same to the Vendor on closing, provided that the Purchaser may provide written confirmation from Canada Revenue Agency of the Purchaser's registration number for HST purposes, together with the Purchaser's Certificate and Indemnity, in which event the HST shall not be payable on closing.
6. **Title** The title to the Unit shall be good and free from all encumbrances except as provided herein and except as to any other registered restrictions or covenants that run with the land, including those set out in Addendum 2, provided that such are complied with. The Purchaser is to be allowed until thirty (30) days prior to the Closing Date to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate act or negotiation in respect of such objection, shall be null and void and the deposits paid hereunder shall be returned to the Purchaser without interest and the Vendor shall not be liable for any costs or damages. The Purchaser shall not be entitled to requisition production of an occupancy permit nor evidence of compliance with zoning or other governmental laws or by-laws or restrictive covenants which run with the land or site plan control or development agreements, easements or maintenance agreements, and must satisfy himself that same are complied with. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor. The Purchaser agrees to accept title to the Unit subject to the following:
- (a) any site plan control or development agreements with the Municipality or other governmental authority;
 - (b) a joint use agreement (the "Joint Use Agreement") for the benefit of all owners of units in the Development for the supply of various utilities to the Unit and the Development, and for the shared costs and responsibilities related to the joint use, operation, management, supervision, maintenance, repair and

replacement by the owners from time to time of the driveway, walkways, services, utilities and other common elements shared by the owners, and establishing rules, regulations and restrictions concerning the Development. The Purchaser acknowledges that all owners of dwellings in the Development will be required to make monthly payments for such owners' share of common expenses as set out in the Joint Use Agreement;

- (c) the shared rights-of-way for vehicular and pedestrian access by the owners of the other units in the Development as set out in Schedule "A" to the Joint Use Agreement;
- (d) a Responsibility Agreement for the maintenance, operation, monitoring and financial security of the private communal water and wastewater systems that service the Unit and the Development. The Purchaser agrees not to make any application, or permit or authorize any person to make an application, to remove such Agreement or the Easements referred to therein from title to the Development;
- (e) one or more blanket mortgages. The Purchaser acknowledges and agrees that the Vendor shall not be obliged to register partial discharges of such mortgages insofar as they affect the Unit until a reasonable time after the closing of this transaction; provided that the Vendor provide to the Purchaser on closing a statement from such mortgagees as to the amount required in order to obtain such partial discharges, together with a direction from the Vendor directing the Purchaser to pay said amounts to the mortgagees out of the balance due on closing and the Vendor's solicitor's undertaking on closing to do so.

The Purchaser acknowledges having received copies of the draft Agreements referred to in subparagraphs (c) and (e) above prior to executing this Agreement, and covenants and agrees to assume and be bound by such Agreements, which shall have been registered on title prior to closing, provided that prior to closing the Vendor may make such changes to the draft Agreements as are necessary or appropriate but do not affect the general nature and intent of such Agreements.

- 7. **Planning Approvals** This Agreement is conditional upon the Vendor obtaining all required planning and zoning approvals for the Development, on terms satisfactory to the Vendor, in its absolute discretion, including without limitation compliance with the subdivision control provisions of Section 50 of the *Planning Act* of Ontario, prior to closing, for which a by-law of the Municipality exempting the application of said Section 50 (or any successor section) or alternatively the Consent of the Land Division Committee shall be sufficient. In the event that it appears to the Vendor that this condition cannot be satisfied, the Vendor shall have the right to extend the Closing Date one or more times as may be required, by notice in writing to the Purchaser no later than twenty (20) days prior to the then scheduled Closing Date. If by November 30th, 2019, the Vendor has not obtained all required planning and zoning approvals, the Vendor may terminate this Agreement.
- 8. **No Objections** The Purchaser agrees not to oppose or object to, whether before the primary approving agency or before any body on appeal or reference, any of the planning approval applications or processes referred to in the preceding paragraph with regard to any approval, development or redevelopment of any lands which abut or are located in the vicinity of the Development, including anywhere within the Vendor's Calabogie Peaks Resort, provided that such amendments or applications, if granted, would not unreasonably impair the use of the Unit by the Purchaser. The Purchaser covenants and agrees not to oppose or object to any construction on such lands, nor claim such construction and/or the resultant noise, dust or vibration as an inconvenience or nuisance or any obstacle or impediment to the use and enjoyment of the Unit, and the Purchaser hereby waives any right which he may have, or obtain, to make a claim for damages or injuries or otherwise arising from such matters.
- 9. **Documents and Closing** The Vendor and Purchaser agree that this transaction will be closed in accordance with the terms of the Document Registration Agreement ("DRA") approved by the Law Society of Ontario as at the Closing Date and that the solicitors for each of the Vendor and Purchaser, by agreeing to represent their client in this transaction, shall be deemed to have entered into such DRA, which shall be effective without requirement of formal execution thereof and provide for the Purchaser's solicitor to be responsible for the registration of the Electronic Documents. The transfer of the Unit, save for any affidavit required under the *Land Transfer Tax Act* of Ontario, shall be prepared by the Vendor's solicitor at the Purchaser's cost of \$250.00, plus HST. The transfer may contain any restrictions, covenants and reservations arising out of the requirements of any municipal, governmental or educational authority, including but not limited to the covenants, restrictions and acknowledgments set forth in this Agreement. The Purchaser agrees to provide to the Vendor's solicitor any information, including the transferee's full name(s) and birth date(s), within ten days of acceptance hereof. On closing, in addition to the balance the purchase price and other monies payable to the Vendor hereunder, the Purchaser shall deliver such documents as may be reasonably required by the Vendor's solicitor, including an undertaking to re-adjust the statement of adjustments as appropriate following closing, a direction respecting title, and an assumption agreement with respect to the Agreements referred to in subparagraphs 6(b), (c) and (e) above. The Vendor shall be required to deliver, on closing, only the transfer, certificate of residency, an undertaking to re-adjust the statement of adjustments, the Vendor's solicitor's undertaking with respect to the discharge of encumbrances and a direction respecting the balance due on closing.
- 10. **Dispute** In the event that either before or after closing any dispute arises out of this transaction, the Vendor will have the option to terminate this Agreement, or, after closing, to require a reconveyance of the Unit upon payment to the Purchaser by certified cheque the total of all sums paid by the Purchaser pursuant to this Agreement and on account of realty taxes. The said option may be exercisable by the Vendor any time prior to closing and thereafter within thirty days of any dispute arising but not later than one year after closing. If the said option is exercised by the Vendor after closing, the Purchaser will vacate and reconvey the Unit within thirty days of notice being given and will pay the Vendor on account of his period of possession a sum calculated at a yearly rate of 6.0% of the Purchase Price. The Purchaser covenants, acknowledges and agrees that no claim for damages, compensation or other relief will accrue to or be pursued by him and hereby constitutes these presents as a full release, waiver and estoppel of any such claim.

11. **Time of the Essence** Time shall be of the essence of this Agreement, provided that if the Closing Date shall fall on a Saturday, Sunday or holiday, closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.
12. **Purchaser's Default** In the event of default of any kind hereunder by the Purchaser continuing for at least two (2) consecutive days after written notice thereof is given to the Purchaser, the Vendor shall, in addition to any other remedies herein, have the right to declare this Agreement null and void and the Purchaser's deposits shall be forfeited to the Vendor as liquidated damages. In the event that the Purchaser shall default in paying any monies due under this Agreement on the relevant date, then in addition and without prejudice to the Vendor's other rights and remedies hereunder, the Vendor shall be entitled to interest on such monies at the rate of ten percent (10%) per annum.
13. **Residency** The Vendor warrants that it is and will be on the Closing Date resident of Canada and the Vendor agrees to provide adequate evidence of same on closing.
14. **Risk** The Unit and all other things being purchased shall be and remain at the risk of the Vendor until the Closing Date. In the event of damage by fire, lightning or other cause, the parties agree that if such damage, in the opinion of the Vendor, can be repaired within sixty (60) days, the same shall be repaired by the Vendor. In the event that such damage, in the opinion of the Vendor, cannot be repaired within sixty (60) days, then this Agreement shall be terminated at the discretion of the Vendor, and all deposits shall be returned to the Purchaser without interest or deduction.
15. **Non-Assignability** Notwithstanding anything herein contained, the Purchaser shall not assign or otherwise transfer any right, title or interest he or she may have in or to the Unit prior to closing without the prior written consent of the Vendor, which consent may be arbitrarily withheld, and without which consent such assignment or transfer shall be null and void. This Agreement constitutes a personal contract only and does not create or intend to create an interest in land. The Purchaser further covenants and agrees not to register this Agreement or Notice of this Agreement or a caution or certificate of pending litigation or any other document providing evidence of this Agreement against title to the Unit or the Development.
16. **Marketing Program** The Purchaser acknowledges and agrees with the Vendor as follows:
- (a) that until no later than March 31st, 2020, the Vendor will be carrying on a marketing program for units within the Development and that the Vendor shall be entitled to:
- i. erect and maintain on its lands signs and displays having such dimensions as the Vendor may determine in its sole discretion; and
- ii. maintain sales areas for marketing, rental and sales purposes, including, without limitation, sales and/or rental offices, models for display and sales purposes for the units, within the Development and within or outside any unsold dwelling units, until all units in the Development are sold and conveyed; and
- (b) the Purchaser shall take no action which, in the Vendor's opinion, would adversely affect the aforesaid marketing program.
17. **Tender** The parties hereto waive personal tender and agree that tender shall be validly and effectively made if the tendering party shall have executed and delivered all documents and funds required by it, including the release of Electronic Documents for registration, and notified the other party to that effect. All monies payable to the Vendor or its solicitors shall be in Canadian funds and shall be paid by electronic transfer or certified cheque drawn on a Canadian chartered bank or trust company, other than the deposit paid pursuant to subparagraph A(i) on page 1 hereof.
18. **Successors** This Agreement shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto and all the covenants herein contained shall remain in full force and effect notwithstanding the completion of the within transaction.
19. **Notice** Any notice required to be given pursuant to this Agreement shall be deemed to have been given if mailed by ordinary mail or email to the Purchaser at the Purchaser's address on page 1 hereof or care of his/her/their solicitors, and to the Vendor care of its solicitor or such other address as either party may hereafter by notice to the other designate and such notice shall be deemed to have been received on the second day after the mailing thereof or on the date of email transmission. Alternatively, notice may be given to a party's solicitor by facsimile, in which event such notice shall be deemed to have been received on the date of facsimile transmission.
20. **Interpretation** The Vendor and the Purchaser agree that the headings of this Agreement form no part hereof and shall be deemed to have been inserted for convenience of reference only. The words "herein", "hereof", "hereto", "hereunder", "heretofore", "hereinafter", "herewith" and similar expressions refer to this Agreement and not to any paragraph, section, or portion thereof, unless the context or subject matter otherwise so requires. This Agreement shall be read with all changes of gender and number required by the context and, where there is more than one Purchaser, their obligations hereunder shall be joint and several. All covenants, undertakings, terms and conditions as given by and imposed upon the Purchaser under the provisions of this Agreement entitled by their nature to survive closing of this transaction shall remain in full force and effect and shall not merge in any transfer of the Unit to the Purchaser. This Agreement shall be governed by the laws of the Province of Ontario.

21. **Personal Information** Within fifteen (15) days from the date of acceptance of this Agreement, and at any other time within five (5) days of request made by the Vendor or the Vendor's Solicitor, the Purchaser shall submit to the Vendor the Purchaser's full name and birth date. The Purchaser acknowledges that, pursuant to the *Personal Information and Electronic Documents Act* of Ontario, any personal information given by the Purchaser with respect to this transaction, including the Purchaser's names, residency status, birthdate, home and email addresses and phone numbers, may be disclosed to:

- (a) the Municipality and any relevant provincial government authorities or agencies, the Land Titles Office in which title to the Unit is registered and the Ministry of Finance for the Province of Ontario and other relevant federal government authorities or agencies;
- (b) the Vendor's solicitor, to facilitate the closing of this transaction, and who may disclose such information in connection with the distribution and execution of closing documents, as well as to Teranet, where the transfer of title to the Unit occurs through the Teraview Electronic Registration System;
- (c) providers of cable television, telephone, Internet, security systems and utility service systems, and related services and systems;
- (d) banks and other financial institutions which may wish to provide financing services to the Purchaser; and
- (e) any companies or legal entities that are associated with, related to or affiliated with the Vendor, for the limited purposes of marketing, advertising and/or selling products and/or services to the Purchaser.

The Purchaser agrees that the Vendor may retain such information in its records for as long as it is needed for the purposes described above, even after the completion of the transaction contemplated by this Agreement. The Purchaser hereby consents to such collection, use, dissemination and retention of the Purchaser's personal information by the Vendor, provided however that the Vendor shall not sell, rent or trade any personal information that it collects.

ADDENDUM 2

RESTRICTIVE COVENANTS

The covenants and restrictions contained in this Transfer shall be observed by the Transferee and shall run with and for benefit of the lands owned by Calabogie Peaks ULC and by the owners from time to time and consisting of part of Lot 19, Concession 2, in the Geographic Township of Blythfield, being Block 1, Plan 49M-101, save and except Parts 1 to 21, inclusive, on Plan 49R-19474, Township of Greater Madawaska, in the County of Renfrew, being part of PIN 57360 0074, so that all persons hereafter holding or claiming unto the parties hereto or any of them shall be bound to observe the said covenants and restrictions; and it is hereby declared and agreed that any person so holding or claiming shall have the right to enforce observance of the said covenants and restrictions by any other person so holding or claiming so that the said covenants and restrictions shall enure to and be for the mutual benefit of all persons so holding or claiming. This covenant is not to be held binding upon any person except in respect of breaches committed or continued during their, his, her, or its joint or sole seisin of or title to the property described in this Transfer upon or in respect of which such breaches shall have been committed.

1. No changes shall be made to any building exterior, exterior colour or exterior materials, including the installation or changes to any fences, decks, balconies and patios, until the plans for such changes have been approved in writing by the Transferor or its designated representative or agent, such approval not to be unreasonably withheld or delayed. Any such changes shall respect the following covenants:
 - a. the permitted exterior finishes are restricted to real wood and wood composite siding products, stone and stone veneer and other building products that follow such theme as may be approved by Calabogie Peaks ULC or its designated representative or agent;
 - b. the permitted colours are neutral tones that match the natural background such as beige, taupe, brown, rust, grey, green, low yellow and natural wood shades and other colours that follow such theme as may be approved by Calabogie Peaks ULC or its designated representative or agent.
2. No structure or building of any sort shall be erected, placed or constructed on the Development until the architectural drawings or building plans, including a list of exterior materials, colours and a finished grade elevation profile of the proposed structure or building have been approved in writing by the Transferor or its designated representative or agent, such approval not to be unreasonably withheld or delayed. It is understood that Calabogie Peaks ULC or its designated representative or agent's review shall relate to the exterior appearance of the proposed building(s) or structure(s) only and using the criteria described in paragraph 1 above.
3. Renewable solar installations, antennae, towers, satellite dishes and other exterior equipment require the prior written approval of Calabogie Peaks ULC or its designated representative or agent, such approval not to be unreasonably withheld or delayed.
4. No signage is permitted and no awnings, shades, screens, enclosures or structures whatsoever shall be erected over the outside of any window, balcony, deck or patio.
5. The Transferee shall not alter the slope of the Development nor interfere with any drainage established on the Development.

ADDENDUM 3
REFERENCE PLAN

ADDENDUM 4

FLOOR PLANS

ADDENDUM 5

CONTENTS

Bedroom 1

- 2 beds or King
- Bedframes
- Headboards
- Night Table
- Dresser with drawers
- Lamp
- Digital clock radio

Bedroom 2

- 2 beds or King
- Bedframes
- Headboards
- Night Table
- Dresser with drawers
- Lamp

Livingroom

- Sofa
- 2 sofa chairs
- Flat Screen 36" TV

Laundry Room

- Washer
- Dryer

Kitchen

- Dining table & 6 chairs
- Fridge
- Stove
- Microwave
- Dishwasher
- Toaster
- Coffee Maker
- Kettle
- Pots, pans, service pieces
- Plates, cutlery & cups for 6

Bathroom

- Hairdryer

Lighting

- Wall sconces
- Lamps