

## YORKWOOD HOMES AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase the property described below on the following terms and to pay the following monies as hereinafter specified. Purchaser: Purchaser: \_ DOB (MM/DD/YY) DOB (MM/DD/YY) Vendor: YORKWOOD HOMES (SHARON) LIMITED Project: SHARON VILLAGE Lot #: (as shown on Schedule "S") Model Type: \_\_\_\_ \_\_ Elevation: Municipality: Town of East Gwillimbury Plan #: Rear Grade Condition: Civic Address: Purchase Price: Dollars \$ Deposit: By payment to the Vendor of \$25,000.00, plus further deposits, if any, (collectively the "Deposit") payable to the Vendor by cheque, with a date calculated from the date of this Offer or dated as set forth below or in any attached schedule marked "Deposit"; Days/Date: 30 days from signing of this Agreement Amount: \$40,000 Days/Date: 120 days from signing of this Agreement Amount: \$40,000 Amount: \$40,000 Days/Date: 180 days from signing of this Agreement Days/Date: 240 days from signing of this Agreement Amount: \$ The balance of the Purchase Price, in lawful money of Canada, is payable to the Vendor in accordance with Section 20 (d) of Schedule "C" on the Closing Date and all proper and usual adjustments and those adjustments as hereinafter set forth in this Agreement shall be calculated and paid on the Closing Date. The following Schedules are appended hereto and form part hereof: "A", "C", "D", "E", "F", "FB", "H", "PI", "S", "T", "Y", the Freehold Form (Tentative Closing Date) - Statement of Critical Dates - Delayed Closing Warranty and Addendum to Agreement of Purchase and Sale Delayed Closing Warranty (collectively the "Addendum") and the Tarion Warranty Information for New Freehold Homes (the "Tarion Information Sheet"). All defined terms in the schedules shall have the meanings given to them in Schedule "C", unless otherwise defined in such schedule. This Offer is irrevocable by the Purchaser until 5:00 p.m. on the Irrevocable Date as hereinafter set out, after which time if not accepted, this offer shall be void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the Closing Date, on which date vacant possession of the premises shall be given to the Purchaser. Date of Offer: Irrevocable Date: The Closing Date as contemplated by this Agreement is set out in the Addendum and is defined in paragraph 1 (a) (v) of Schedule "C" hereto. **Purchaser's Information: Purchaser's Solicitors Information:** Telephone: (H) Name: Telephone: (B) Firm: Address: Address: Tel: Fax: E-mail Address: E-mail Address: WITNESSED BY: SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ Purchaser Purchaser The undersigned hereby accepts the Offer and its terms and covenants, promises and agrees to and with the above named Purchaser to carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit. ACCEPTED this \_day of \_\_\_ Vendor's Solicitors: YORKWOOD HOMES (SHARON) LIMITED OWENS WRIGHT LLP

Barristers & Solicitors 20 Holly Street, Suite 300 Toronto, ON M4S 3B1 Attention: Gary Siskind

(Tel.) 416-486-9800 (Fax) 416-486-3309 E-mail – <u>gsiskind@owenswright.com</u> Authorized Signing Officer
302-95 Barber Greene Road,
Don Mills, ON M3C 3E9

T: 416 449-6350 F: 416 449-6274

mail@yorkwoodhomes.com