

Emerald Peak Properties Inc.
as General Partner of and on behalf of Emerald Peak Homes Limited Partnership
SCHEDULE "B", lots 437-441 & 451-455

ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT.
PURCHASE PRICE SHALL INCLUDE THE FOLLOWING

ALL OF THE ITEMS LISTED BELOW SHALL BE FROM VENDOR'S DESIGNATED STANDARD SAMPLES AND MAY NOT BE THE SAME AS THAT CONTAINED IN THE MODEL HOMES WHICH MAY BE AVAILABLE FOR VIEWING NOR SHALL IT INCLUDE ANY UPGRADE ITEMS SHOWN IN THE SAMPLE DISPLAY AREA UNLESS OTHERWISE NOTED, IN WRITING, ON A REQUEST FOR EXTRAS SCHEDULE.

ALL INSTALLATIONS HEREIN REFERRED SHALL BE IN ACCORDANCE WITH THE ONTARIO BUILDING CODE AND/OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER SAME. THE ITEMS LISTED BELOW WILL BE INCLUDED ONLY IF PROVIDED FOR IN THE APPLICABLE PLANS.

1. Lot graded and fully sodded to the requirements of the City, Town or Municipality.
2. Paved driveway. Vendor provides base coat. Finish coat will be done by Vendor at Purchaser's expense as set out in Schedule X, item 1(l) to be paid on closing and is non-refundable. Vendor will not be responsible for tire marks after the second coat.
3. Pre-cast concrete slab walkway to front entry.
4. Concrete porch steps.
5. Poured concrete 9' (+/-) basement walls with damp proofing and weeping tiles.
6. Storage room in basement.
7. Brick to exterior and/or stone/stucco. Sides, rear and other section where required by design, will be constructed of brick, vinyl siding, aluminum siding, wood or other approved materials due to architectural specifications or treatments.
8. Vinyl or aluminum soffit. Aluminum eavestrough, fascia and shutters.
9. Landmark architectural self sealing shingles.
10. 8' fiberglass front entry door(s) to house with glass insert.
11. Vinyl casement & fixed windows on fronts, sides and rear elevations. Vinyl sliding windows in basement.
12. All windows and doors are fully sealed or caulked.
13. Exterior french door(s) at breakfast area.
14. Garage doors with window inserts.
15. Exterior railing on front porch.
16. TJI floor system or equivalent on main & upper level floors.
17. Insulated per Ontario Building Code.
18. Plywood subfloors on main & upper level floors.
19. Coffered ceiling in dining room and living room, as per plan. Raised coffered ceiling in master bedroom (loft plans ceiling cannot be raised).
20. High efficiency gas fired furnace with HRV system and humidifier.
21. Hot water system on rental basis.
22. Copper wiring throughout house from Hydro panel (per E.S.A. specifications).
23. Exterior waterproof electrical outlet receptacles. Electrical outlet in garage. Garage ceiling outlet for future garage door opener.
24. 200 AMP electrical service with circuit breaker panel.
25. 240V cable and outlet for stove and dryer.
26. Door chimes and electrical light fixtures, including family room & living room.
27. Strip lighting in bathrooms & powder room.
28. Decora plugs and switches in finished areas.
29. Pex water piping.
30. White plumbing fixtures. Elongated toilets. Water line for fridge.
31. Double stainless steel kitchen sink with single lever faucet with pull-out spray.
32. Laundry base & upper cabinets with single laundry tub with taps.
33. Single lever faucets throughout, except master ensuite tub and laundry tub.
34. Posi-temp pressure balancing valve in shower stall. Light in shower stall. Frameless glass shower enclosure and/or frameless glass shower door in master ensuite only, as per plan. Chrome framed glass shower door in all other shower stalls, where applicable.
35. Posi-temp pressure balancing valve in tub/shower.
36. Freestanding tub in master ensuite.
37. 3 piece rough-in in basement.
38. One exterior hose faucet and one hose faucet in garage.
39. Smoke detectors on all floors & all bedrooms (smoke detectors in bdrms include strobe light). Carbon monoxide detector in uppermost hall.
40. All interior walls painted Birchwhite throughout.
41. Smooth ceilings throughout.
42. 13" x 13"(modular size) ceramic tile flooring in kitchen, foyer, powder room, bathrooms, laundry room and basement landing, as per plan.
43. Ceramic wall tile 8"x10" (modular size) to shower walls, bathtub enclosure full height, excluding tub ceiling.
44. 40 oz. broadloom with 11mm under-pad in living room, dining room, family room, den, hallways, bedrooms, stair landings and loft, as per plan.
45. Custom designed quality kitchen cabinets with extended kitchen uppers with laminate countertop and bathroom vanities with laminate countertops.
46. Oak 1 3/4" pickets with oak railing or level 1 black metal pickets, excluding basement in semis.
47. Ten (10) foot high ceilings on main level, except where areas dropped due to mechanical runs. (9) foot ceilings on 2nd level.
48. Oak stairs from main level to upper level floor. Oak stairs open to basement. Risers and stringers are oak veneered.
49. 7 1/4" (+/-) colonial baseboard and 3" (+/-) colonial casing/backband combo.
50. 8' interior doors on main level, excluding garage to house door and/or any side/rear door(s). 7' interior doors on 2nd level. Doors to be 2 panel square top smooth finish. French door(s) to den.
51. Brushed nickel finish interior levers and hinges. Exterior hardware to be brushed nickel finish.
52. Beveled mirrors in all washrooms.
53. Gas fireplace with surround in family room.
54. BBQ gas line.
55. Ducts sized for future air conditioning.
56. Rough-in alarm to 1st floor only.
57. Rough in for central vacuum, drops to garage. Network Cat5e pre-wiring rough-in in all bedrooms, family room, den and loft. Cable T.V. rough-in in family room.
58. Home to be left in broom swept condition.
59. One, two and seven year warranty under TARION administered and supported by the Vendor's "Excellent Service" rating for after sales service.
60. Vendor will not be responsible for damage and/or scuff marks to all finished flooring materials, counter and vanity tops and plumbing fixtures not recorded at time on TARION Certificate of Completion and Possession.

All dimensions referenced to above items are all approximate and are at Vendor's discretion.

PURCHASER'S INITIALS

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The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from all action, causes of action, claims and demands for, upon or by reason or any damages, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the real property whether with or without the authorization, express or implied, of the Vendor.

The Vendor will not allow purchaser to do any work and/or supply any materials to finish the dwelling before the closing date. Purchaser’s Extras are not allowed if not contracted for with the Vendor in writing on a separate Request for Extras Schedule and contract within 14 days of signing the offer to purchase.

All exterior elevations, colors and choice of materials are architecturally controlled and approved. No changes whatsoever will be permitted and the purchaser hereby acknowledges notice of same and agrees to accept exterior elevation, colour and materials as chosen by the building company.

Unless otherwise stated or agreed to in writing, the trim and stair pickets and railing will be that trim and pickets which is offered as a standard package and may be of a smaller dimension and/or different profile than other upgraded trim available or displayed in the model homes.

Model Homes may have items installed for décor purposes which are not part of this agreement, oral representations do not form part of nor can they amend this agreement.

The Purchaser acknowledges that some rooms may have enclosures, which are not shown on brochures, for mechanical systems such as but not limited to plumbing stacks, heat runs, etc. These enclosures may project into the room area, thereby reducing the usable area of room and/or garage.

All dimensions and specifications on sales brochures and other sales aids are artist’s concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor to Ontario Building Code requirements.

Drywall nail pops or shrinkage cracks will be repaired once if requested by the Purchaser, just prior to the end of one year of occupancy determined by the closing date. Repairs will be limited to drywall only, any wall decoration such as paint etc., will be the responsibility of the Purchaser. Any walls with wallpaper, wainscoting or decorating (other than paint by the Vendor) will not be repaired unless these items are removed by Purchaser prior to drywall repair.

The Purchaser covenants and agrees to pay to the Vendor on closing, in addition to the purchase price, any education development levy, Go Transit levy, impost charge or other charge or tax imposed or levied in respect of the real property, before or after closing, pursuant to part 111 of the development charges act, 1989, provided that such levy or charge shall not exceed that amount charged by the region in which the real property is situate. In the event that such sum may not have been charged, levied or paid by the closing date, the Vendor shall estimate the amount of same on closing and shall readjust same, if necessary, upon the actual amount of said charge or charges being ascertained.

Side door, door from house to garage, when shown on plan will be installed only where grading permits, and the purchaser acknowledges that the side hall and or laundry area may be lowered and or stairs may be installed and the stairs may encroach into the parking area in the garage. Said installation will be solely at the Vendor’s discretion, in accordance with municipal requirements.

The Purchaser agrees to reimburse the Vendor for the TARION enrollment fee for the dwelling as an adjustment on closing.

The siting of the house on the real property in accordance with a standard or reverse plan shall be at the sole discretion of the Vendor, and the purchaser agrees to accept the house as so sited.

Due to lot grading circumstances some houses are designated to have a walk-out basement in which case the patio door(s) on the main floor will have railing installed on the exterior. Also, one patio door (french door(s), per plan) and one window will be installed in the rear wall of the basement.

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