



Schedule B Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER:, and

SELLER: Donald Bruce Stanton & Karen Margaret Stanton

for the property known as ⁴⁷ Bentley Cres Picton

ON dated the day of, 20.....

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, s.O.2000,c.17

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

In accordance with the Federal Privacy Act (PIPEDA) the Buyer and Seller hereby consent and agree to permit the Listing & Selling Brokerage to distribute and use sale related information regarding the subject property on marketing materials, newsprint, website, and social media which may include the property address, list price, sale price, number of offers and photos.

The Buyer agrees to take possession of any chattel or anything else left in, on, or around the property on closing.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

In consideration of the development of the amenities centre for the use of all residents within the Port Picton development, each Purchaser/Owner of a dwelling unit within the development shall be required to enter into a membership agreement with the owner of Block 27 (formerly the Claramount Inn) from time to time, having a term of ten (10) years with an annual fee of \$2,000. After the initial ten (10)- year term, the Purchaser may renew the membership annually at the then-applicable rate, provided the Purchaser continues to reside within the Port Picton development.

The facility's operation is intended to benefit the Port Picton development and enhance the quality of life for its residents. The requirement for Buyers to enter into a membership agreement is intended to support the facility's ongoing operation.

The membership fee shall provide membership for up to two (2) adults and their children residing in the same household who are under the age of twenty-five (25), and shall grant use of the fitness centre, swimming pool, tennis court, and change rooms. The term of the membership shall commence on the closing date.

The memberships are not transferable. Upon any resale of a dwelling unit, the Seller agrees to use reasonable efforts to ensure that the Purchaser enters into a new membership agreement on or before closing. Upon the Purchaser entering into such agreement, the Seller's membership agreement shall be terminated. Notwithstanding the foregoing, the Seller shall not be responsible for any default, failure, or refusal by the Purchaser to enter into or perform under such membership agreement, and the Purchaser shall be solely responsible for all obligations and fees associated therewith from and after closing.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):