

SCHEDULE “HST REBATE MATTERS”

1. The Ontario new housing rebate exists to help offset some of the 8% Provincial part of the HST on qualifying purchases of new homes, the maximum amount of said new housing rebate being \$24,000.00 (the “ **Existing Provincial HST Rebate**”).
2. The Ontario first-time home buyers' rebate (the “**Provincial FTHB Rebate**”) was enacted by the Ontario government's *HST Relief Implementation Act (Residential Property Rebates)*, 2026, S.O. 2026, c. 5. The Federal first-time home buyers' rebate (the “**Federal FTHB Rebate**”) was enacted by the Federal government's *Making Life More Affordable for Canadians Act* (Bill C-4).
3. The Ontario Enhanced New Housing Rebate (the “**ENHR**”) and the Ontario New Home Affordability Payment (the “**ONHAP**”) have been created pursuant to Provincial legislation (the *HST Relief Implementation Act (Residential Property Rebates)*, 2026, S.O. 2026, c. 5) and certain changes to Provincial and Federal regulations.
4. The Purchaser and the Vendor acknowledge, accept and agree that, notwithstanding any provisions of this Agreement to the contrary and, without limiting the foregoing, despite any provision in this Agreement that indicates that the Purchase Price includes any portion of the HST payable thereon:
 - (a) HST is in addition to the Purchase Price and the Purchase Price described in this Agreement does not include any portion of the HST payable with respect to the purchase of the Unit; and
 - (b) on the Unit Transfer Date, the Purchaser shall pay to the Vendor the full amount of HST payable with respect to the purchase of the Unit, in addition to the Purchase Price and all other amounts payable pursuant to this Agreement.
5. All references to “Rebate” in Schedule “G” of this Agreement are hereby replaced with “Assigned Rebate(s)”.
6. The “**Assigned Rebate(s)**” means exclusively the rebate(s), payment program(s) and/or incentive(s) listed below identified by an “X” in the box opposite their respective names, as selected by the Purchaser:

- ☐ Existing Provincial HST Rebate
- ☐ Federal FTHB Rebate
- ☐ Provincial FTHB Rebate
- ☐ ENHR
- ☐ ONHAP

The rebates, payment programs and/or incentives listed above which are not identified with an “X” in the box opposite their respective names (collectively, the “**Other Rebates**”) are not being assigned to the Vendor. The Purchaser shall not claim (or attempt to claim), apply for (or attempt to apply for), or otherwise obtain the benefit of any Other Rebates that may or will conflict with, deny, disqualify, prohibit, delay, or hinder the Vendor's entitlement to, benefit of and ability to recover the Assigned Rebate(s). This paragraph shall not merge and shall survive the closing of the transaction contemplated by this Agreement.

7. The Purchaser hereby warrants and represents that the Purchaser currently qualifies for all of the Assigned Rebate(s) and, further, shall qualify for all of the Assigned Rebate(s) on the Unit Transfer Date and shall continue to qualify after the Unit Transfer Date for such period of time as is required by the Government of Canada, the Government of Ontario and/or any other governmental and/or tax authority (collectively, the “**Government**”). If, for any reason whatsoever, there is a change in circumstances prior to or after the Unit Transfer Date such that the Purchaser no longer qualifies for the Assigned Rebate(s) (or any one of them, as applicable), the Purchaser or the Purchaser's solicitor shall immediately advise the Vendor or the Vendor's solicitor that the Purchaser is not entitled to the Assigned Rebate(s) (or any one of them, as applicable) and in any event within 5 days of being disqualified for the Assigned Rebate(s).
8. If the Vendor is satisfied that the Purchaser qualifies for the Assigned Rebate(s) and that the Assigned Rebate(s) are applicable to this transaction, then, notwithstanding anything hereinbefore or hereinafter provided to the contrary:
 - (a) on the Unit Transfer Date, the Purchaser shall assign to the Vendor (or to such other party as the Vendor may otherwise require or direct) in a manner that the Vendor and/or the Government may require in order to successfully effect such assignment, all of the Purchaser's right, title and interest in and to the Assigned Rebate(s). In connection with such assignment, the Purchaser shall deliver to the Vendor (or to such other party as the Vendor may otherwise require or direct), forthwith upon request by the Vendor, prior to, on or after the Unit Transfer Date, such documentation, materials, applications, schedules, affidavits, statutory declarations and the like, as may be required by the Vendor and/or the Government to establish the Purchaser's eligibility for and entitlement to the Assigned Rebate(s); and
 - (b) on the Unit Transfer Date, the Purchaser shall receive a credit in the amount of the Assigned Rebate(s) on the statement of adjustments for the herein transaction.

If, at any time on or prior to the Unit Transfer Date: (a) the Purchaser or the Purchaser's solicitor advises the Vendor or the Vendor's solicitor that the Purchaser is not entitled to any of the Assigned Rebate(s) for any reason whatsoever, (b) any of the Assigned Rebate(s) are reduced or withdrawn by the Government and not replaced with equivalent incentives, (c) any of the Assigned Rebate(s) are not or cannot be assigned to the Vendor (or to such other party as the Vendor may otherwise require or direct), (d) the Vendor believes (in the Vendor's sole, absolute, subjective and unfettered discretion) that the

Purchaser does not qualify for the Assigned Rebate(s) (or any one of them, as applicable) for whatever reason, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, (e) the Purchaser has purchased more than one residential unit in the project; (f) the Purchaser is an assignee pursuant to a permitted assignment of this Agreement; and/or (g) the construction and/or the substantial completion of the home purchased pursuant to this Agreement has not occurred by the applicable cutoff date with respect to the Assigned Rebate(s) (or any one of them, as applicable) then, notwithstanding anything hereinbefore or hereinafter provided to the contrary, on the Unit Transfer Date the Purchaser shall pay to the Vendor (or to such other party as the Vendor may otherwise require or direct) an amount equal to the Assigned Rebate(s) that will not or cannot be assigned to the Vendor.

9. The Purchaser covenants and agrees to indemnify and save the Vendor, its related, affiliated or associated corporations and partnerships, and their respective directors, officers, partners, employees and agents, and the legal representatives, successors and assigns of each (collectively the "**Indemnified Parties**"), harmless from and against any loss, cost, damage and/or liability (including, without limitation, an amount equivalent to the Assigned Rebate(s), plus penalties, losses, damages, legal fees, collection costs and interest thereon) which the any one, more or all of the Indemnified Parties may suffer, incur or be charged with, as a result of: (a) the Purchaser's failure to qualify for the Assigned Rebate(s) or any portion thereof; (b) the Purchaser having qualified initially but being subsequently disentitled to the benefit of the Assigned Rebate(s) (or any one of them, as applicable) or any portion thereof (as determined by the Vendor and/or Government); (c) the Purchaser's inability to credit, pay or assign the benefit of the Assigned Rebate(s) (or any one of them, as applicable) to the Vendor; (d) any breach by the Purchaser of any provisions of this schedule; and/or (e) the ineffectiveness of the documents purporting to assign the Assigned Rebate(s) (or any one of them, as applicable) to the Vendor. The Purchaser shall forthwith upon demand pay to the Vendor (or such other party identified by the Vendor), in addition to any other amounts stipulated in this Agreement, the full amount of the Assigned Rebate(s) (or any one of them, as applicable) that the Purchaser attempted to assign to the Vendor (but that the Purchaser was not qualified for, or was subsequently disentitled to) and that had been credited to the Purchaser on the Unit Transfer Date, together with all applicable penalties, losses, damages, fees, costs and interest incurred by the Vendor, and until so paid, such amounts shall form a charge against the Unit which charge shall be recoverable by the Vendor (or by such other party identified by the Vendor) in the same manner as a mortgage in default. This paragraph shall not merge and shall survive closing of the transaction contemplated by this Agreement.
10. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's lien, a charge and/or a notice against the Unit at any time following the Unit Transfer Date to secure the Vendor's entitlement (or the entitlement of such other party as may be identified by the Vendor) to the amount of the Assigned Rebate(s) credited by the Vendor to the Purchaser with respect to the purchase of the Unit.
11. The Purchaser acknowledges and agrees for any matter related to HST that is applicable to this transaction, including, without limiting the generality of the foregoing, any of the Assigned Rebate(s), that the Vendor may designate another person (including any party for which the Vendor was acting as the disclosed or undisclosed agent when it entered into this Agreement) to be listed as a party to any documentation related or pertaining to the HST as well as the Assigned Rebate(s) and the Purchaser agrees to execute such documentation notwithstanding that a party other than the Vendor may be the recipient, addressee or beneficiary of the Assigned Rebate(s). Where the Vendor determines that such documentation is incomplete, incorrect or insufficient for the Assigned Rebate(s) to be assigned, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor (and any other party as may be directed by the Vendor) as its duly authorized attorney, agent and representative to amend, correct and complete, as applicable, such documentation including without limitation, any forms or applications related to the Assigned Rebate(s).
12. Regardless of whether or not the Purchaser is a registrant under the *Excise Tax Act*, the Purchaser shall not be entitled to self-assess the HST payable in respect of this transaction.
13. The Purchaser acknowledges that the Vendor shall not, under any circumstances whatsoever, be liable for, and the Purchaser hereby fully and completely releases, indemnifies and saves harmless the Indemnified Parties from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any one, more or all of the Indemnified Parties, or which they may sustain by reason of the Purchaser not qualifying for, being entitled to, or not receiving the benefit (in whole or in part) of, any of the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP for any reason whatsoever including, without limitation:
 - (a) any acts or omissions of the Purchaser and/or the Vendor;
 - (b) the cessation, alteration, modification and/or expiry of any of the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP, or any of the legislation, regulations and/or other frameworks enacted by the Government in order to give effect to same, including, without limitation, any successor legislation, regulations and/or other frameworks thereto; and
 - (c) the rejection, refusal or failure of the Government to accept, approve, review or process the documentation, materials, applications, schedules, affidavits, statutory declarations and the like (collectively, the "**Rebate Forms**") required for the Purchaser to be entitled to, or receive the benefit of and/or assign to the Vendor any of the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP for any reason, including, but not limited to, errors and/or omissions made in, and/or a failure to complete any of the Rebate Forms, the use and/or submission of outdated or incorrect Rebate Forms, the failure to submit such Rebate Forms within the time limits permitted for doing so, the date this Agreement was entered into, and/or the dates of commencement of construction and/or substantial completion of the home purchased pursuant to this Agreement.

The aforementioned provisions shall not merge and shall survive closing of the transaction contemplated by this Agreement and may be pleaded as an estoppel against any and all claims and demands that the Purchaser may attempt to make against any one, more or all of the Indemnified Parties.

- 14. The Vendor makes no representation or warranty whatsoever that the Purchaser, this transaction or the home purchased pursuant to this Agreement will qualify for the Existing Provincial HST Rebate, the Provincial FTHB Rebate, the Federal FTHB Rebate, the ENHR and/or the ONHAP and/or any other rebates or incentives.
- 15. In the event that there is any inconsistency or conflict between the provisions contained in this Schedule and the provisions contained in this Agreement, the provisions of this Schedule shall have priority over and shall override the provisions contained in this Agreement to the extent of the inconsistency or conflict.

Vendor

Initials: _____
Purchaser