

RENT-TO-OWN PROGRAM
TERMS AND CONDITIONS

Effective Date: April 7, 2026

1. INTRODUCTION AND APPLICATION OF THESE TERMS

- 1.1. These Terms and Conditions (these "**Terms**") govern the Rent-to-Own Program (the "**Program**") offered and administered by Truman Homes 1995 Inc. ("**Truman**") together with the Participating Vendors and Participating Landlords designated by Truman from time to time in connection with particular Participating Property, Eligible Leases, Units, or Purchase Agreements and described on renttruman.com and any successor webpage designated by Truman (the "**Website**"). References in these Terms to "we", "us", or "our" mean Truman and, where the context requires, the applicable Participating Vendor or Participating Landlord. Each Participating Landlord and Participating Vendor is an intended third-party beneficiary of these Terms and may rely on and enforce any provision of these Terms that benefits or protects it.
- 1.2. The Program is a promotional program only. By renting or having rented a Participating Property under an Eligible Lease, submitting an inquiry through the Website, requesting or attempting to redeem Credits, or otherwise participating in the Program, each Participant acknowledges and agrees to be bound by these Terms, as amended from time to time in accordance with Section 6.
- 1.3. The Program is built in for an Eligible Lease. All accrual, retention, use, and redemption of Credits remain subject to these Terms.
- 1.4. If there is any inconsistency between these Terms and any advertisement, illustration, website copy, FAQ, example, statement, estimate, portal display, brochure, social media post, or oral representation, these Terms govern unless Truman expressly agrees otherwise in writing.
- 1.5. The Program does not create any trust, fiduciary duty, partnership, joint venture, agency relationship, lien, caveatable interest, security interest, or ownership interest in any property or project. Nothing in these Terms limits any non-waivable rights under applicable law.

2. DEFINITIONS

- 2.1. "**Credit**" or "**Purchase Credit**" means a non-cash, non-interest-bearing, revocable promotional purchase credit recorded by Truman in Canadian dollars for administrative convenience only, representing the Monthly Base Rent actually received by Truman or the applicable Participating Landlord under an Eligible Lease. A Purchase Credit has no cash value, does not constitute equity, a deposit, or any ownership or vested interest in any property, and is redeemable only in accordance with these Terms.
- 2.2. "**Credit Period**" means the period during which Credits may accrue, commencing on the first day of an Eligible Lease and ending on the earliest of: (a) the date the Maximum Credit Balance is reached; or (b) the expiry of the applicable Eligible Lease provided the term of the lease was at least twelve (12) months.
- 2.3. "**Eligible Lease**" means a written residential tenancy agreement for a Participating Property entered into between Truman or a Participating Landlord, as landlord, and one or more Participants, as tenants, for an initial term of not less than twelve (12) consecutive months, in Good Standing.
- 2.4. "**Eligible Purchase**" means the purchase and successful closing of a Unit directly from the Vendor pursuant to a Purchase Agreement, where Truman has approved the application of Credits to that transaction in writing.
- 2.5. "**Eligible Purchase Costs**" means eligible costs approved by Truman in writing in connection with an Eligible Purchase, including purchase price, upgrades and finishes, parking, storage, closing costs, and other closing adjustments approved by Truman, in each case subject to availability. For clarity, Eligible Purchase Costs do not include deposits payable under a Purchase Agreement.
- 2.6. "**Good Standing**" means, as determined by Truman, that: (a) the Eligible Lease is or was performed in accordance with its material terms; (b) the Lease Group is not in material default; (c) there is no uncured monetary default, no eviction proceeding, and no unresolved fraud, misrepresentation, or abuse of the Program; and (d) Truman has received all information and directions reasonably required to administer the Program.
- 2.7. "**Lease Group**" means all persons who are or were tenants under the same Eligible Lease.
- 2.8. "**Maximum Credit Balance**" means accrued Credits equal to no more than twenty-four (24) months of Monthly Base Rent actually received by Truman or the applicable Participating Landlord under Eligible Leases.
- 2.9. "**Monthly Base Rent**" means the recurring base rent payable solely for occupancy of the leased premises under an Eligible Lease, excluding parking charges, storage charges, utilities, pet charges, taxes, arrears, late fees, NSF charges, concessions, abatements, discounts, credits, refunds, incentives, and any similar amounts or ancillary charges.
- 2.10. "**Participant**" means a current or former tenant named in an Eligible Lease who seeks to accrue, retain, claim, or redeem Credits under the Program for the purpose of purchasing a Unit.
- 2.11. "**Participating Landlord**" means Truman and any entity designated by Truman from time to time as participating in the Program in connection with an Eligible Lease for a Participating Property, including any entity engaged with Truman in respect of the applicable Participating Property.
- 2.12. "**Participating Property**" means a Truman or Participating Landlord rental property designated by Truman, in its sole discretion and subject to availability, as participating in the Program from time to time, including as identified on the Website. Truman may add, remove, suspend, or change any Participating Property prospectively in accordance with these Terms.

- 2.13. "Participating Vendor"** means Truman and any other entity designated by Truman from time to time as a participating vendor under the Program for the purposes of redeeming a Participant's Purchase Credits in connection with the purchase and closing of a Unit pursuant to a Purchase Agreement, including any entity engaged with Truman in respect of the applicable Unit or project.
- 2.14. "Program"** means the Rent-to-Own Program described on the Website and governed by these Terms.
- 2.15. "Purchase Agreement"** means the agreement of purchase and sale entered into by the Purchaser with the Vendor for the purchase of the Unit, together with any amendments thereto.
- 2.16. "Purchaser"** means the Participant named as purchaser under a Purchase Agreement and approved by Truman for the application of Credits.
- 2.17. "Redemption Period"** means the period of twenty-four (24) months commencing on the Participant's move-out date from the Participating Property occupied under an Eligible Lease in respect of which Credits are accrued.
- 2.18. "Unit"** means a residential property, including a condominium, townhome, duplex, or other residential product, developed, constructed, marketed, or sold by Truman or a Participating Vendor, subject to availability at the time of redemption. For clarity, the Unit need not be, and may not be, the same premises currently or previously rented by the Participant, and the Program does not give any Participant a right to purchase the rental premises currently or previously occupied by that Participant.
- 2.19. "Vendor"** means Truman or the applicable Participating Vendor identified as vendor under the Purchase Agreement.
- 2.20. "Website"** means the Program webpage and related webpages on renttruman.com, as amended or replaced by Truman from time to time.

3. CREDIT ELIGIBILITY, ACCRUAL, AND NATURE OF CREDITS

- 3.1. Eligibility Requirements.** In order to accrue or retain Credits, a Participant must at all relevant times:
- 3.1.1. be or have been a member of a Lease Group under an Eligible Lease for a Participating Property;
 - 3.1.2. satisfy the minimum lease-term requirement in Section 3.9;
 - 3.1.3. maintain or have maintained the Eligible Lease in Good Standing;
 - 3.1.4. comply with these Terms and the terms of applicable Eligible Lease;
 - 3.1.5. provide any information, authorizations, directions, and supporting documentation that Truman reasonably requires to administer the Program.
- 3.2. Credit Accrual.** Subject to these Terms, Credits accrue monthly in an amount equal to the Monthly Base Rent actually received by

Truman or the applicable Participating Landlord in finally settled funds for the applicable month. No Credits accrue for any month to the extent Monthly Base Rent is unpaid, paid late and not accepted for accrual purposes by Truman, abated, discounted, refunded, reversed, charged back, or otherwise not finally received by Truman or the applicable Participating Landlord, and no Credits accrue on any amount other than Monthly Base Rent.

- 3.3. Maximum Accumulation.** No Lease Group may accrue Credits in excess of the Maximum Credit Balance. Credits cease to accrue automatically once the Maximum Credit Balance is reached, regardless of the continued duration of the Eligible Lease.
- 3.4. Nature of Credits; No Cash Value; No Application to Deposits.** Credits are non-cash promotional purchase credits only. Credits have no cash value, cannot be exchanged for currency, cannot be withdrawn, do not constitute equity, are not interest bearing, are not a savings account, are not a security deposit, are not a trust amount, and are not a guaranteed lender-recognized deposit or down payment. For greater certainty, Credits cannot be applied to satisfy any deposit payable under a Purchase Agreement and may not be used as, or represented to be a deposit or other deposit obligation under a Purchase Agreement.
- 3.5. Former Tenants.** Subject to these Terms, former tenants who move out after completing the minimum lease term requirement and while in Good Standing may retain accrued and unexpired Credits during the Redemption Period. No future Credits accrue after move-out. If accrued Credits are not redeemed within the Redemption Period, they expire automatically and cannot be used.
- 3.6. Mortgage Qualification; No Availability Guarantee.** Participation in the Program does not guarantee mortgage approval, financing eligibility, financing terms, or the availability of any specific project, unit, model, floor plan, pricing, incentive, upgrade, parking stall, storage unit, or closing date. The Participant and Purchaser are solely responsible for obtaining and maintaining all mortgage financing, approvals, and funds required to complete an Eligible Purchase. Neither Truman nor any Participating Vendor has any obligation, responsibility, or liability whatsoever for arranging, securing, supporting, assisting with, or ensuring any mortgage approval, lender consent, mortgage insurance approval, or financing commitment, or for any refusal, delay, withdrawal, expiry, or condition imposed by any lender, broker, mortgage professional, insurer, or other financing source. Truman makes no representation that any lender, mortgage insurer, or other third party will recognize Credits as cash, cash-equivalent funds, or as part of any purchaser deposit or down payment requirement..
- 3.7. Automatic Enrollment.** Subject to these Terms, the Program is built into an Eligible Lease.
- 3.8. Per-Lease Credit; Co-Tenants.** Where more than one person is named as a tenant under an Eligible Lease, Purchase Credits accrue once per Lease only and not separately for each individual

tenant. Only one Credit balance may be earned, tracked, or redeemed in connection with any Eligible Lease, regardless of the number of tenants, occupants, spouses, partners, household members, assignees, or other persons associated with that Lease. Credits may not be duplicated, multiplied, apportioned, assigned or separately claimed by co-tenants. In the event of any dispute or conflicting directions among co-tenants or former co-tenants, Truman may suspend or refuse redemption unless and until all affected parties provide written directions, releases, waivers or other documentation satisfactory to Truman.

3.9. Minimum Lease Requirement; Redemption Eligibility. Credits may accrue from the commencement of an Eligible Lease for tracking purposes only. No accrued Credits become eligible for redemption unless and until the Lease Group has completed at least twelve (12) consecutive months of occupancy under an Eligible Lease, the Eligible Lease is or was in Good Standing, and all other conditions of these Terms have been satisfied.

3.10. Renewal, Replacement Leases, Tenant Changes, and Property Transfer. If Truman approves a transfer to another Participating Property, a renewal, or a replacement Eligible Lease with substantially continuous occupancy and no gap exceeding thirty (30) days, accrued Credits may carry forward and future Credits may continue to accrue, but no duplicate Credits accrue for overlapping periods. Any assignment, sublease, novation, addition or removal of a tenant, or other change in the legal or beneficial composition of the Lease Group may suspend or end accrual and redemption unless Truman confirms otherwise in writing. If Truman, a Participating Landlord, or a Participating Vendor ceases to own, lease, manage, market, or sell a Participating Property or Unit, no future Credits accrue after the effective transfer date unless the applicable successor expressly assumes that obligation in writing. No Participating Landlord or Participating Vendor has any independent obligation to track, fund, honor, or redeem Credits except as expressly confirmed in writing by Truman or in the applicable Purchase Agreement or closing documents.

3.11. Credit Records, Statements, Corrections, and Recovery. Truman's internal books and records control the calculation, status, and application of Credits absent manifest error. Any credit summary, estimate, statement, portal display, or sales communication is provided for convenience only and may be corrected by Truman at any time before or after move-out or closing to reflect clerical, administrative, system, or calculation errors, returned payments, fraud, abuse, ineligible amounts, duplicate applications, lender or legal restrictions, or any other non-compliance with these Terms. If Credits are quoted, reserved, allocated, or applied in excess of the amount properly available, Truman may reverse the excess before closing or recover the excess as a debt immediately due and payable on written demand.

3.12. No Set-Off or Holdback. Except as expressly required by applicable law, no Participant may deduct, net, hold back, or set off any claimed or disputed Credits against rent, additional rent, damages, or any other amount payable under an Eligible Lease or Purchase Agreement.

3.13. Illustrations and Examples. Any illustrations, examples, or sample calculations appearing on the Website or in marketing materials are illustrative only and do not guarantee any particular amount of accrued Credits, savings, mortgage outcome, or purchase result.

4. FORFEITURE, SUSPENSION, REDUCTION, AND EXPIRY

4.1. Automatic Forfeiture or Cancellation. Accrued or unaccrued Credits may be reduced, suspended, cancelled, or forfeited, without compensation, upon the occurrence of any of the following events: (a) the Participant is evicted pursuant to a lawful order of a court; (b) the Eligible Lease is lawfully terminated by Truman or the applicable Participating Landlord as a result of the Participant's substantial breach or other material default; (c) Truman determines that the Participant engaged in fraud, misrepresentation, falsified documents, abuse of the Program, or an attempt to manipulate or circumvent the Program; (d) the Participant attempts to sell, assign, pledge, transfer, encumber, caveat, or otherwise deal with Credits except as expressly permitted by these Terms; (e) the Purchaser defaults under a Purchase Agreement after Credits have been accrued and allocated to that transaction; (f) the Participant fails to close under the Purchase Agreement; (g) the Participant fails to redeem Credits within the Redemption Period; or (h) the Eligible Lease is not in Good Standing.

4.2. Partial Reduction. Where returned payments, payment reversals, concessions, calculation errors, or other circumstances affect only a portion of the recorded Credit balance, Truman may reduce or cancel only the affected Credits rather than the entire balance.

4.3. No Obligation Upon Forfeiture or Expiry. Upon forfeiture, cancellation, reduction, or expiry of Credits for any reason permitted by these Terms, Truman has no obligation, financial or otherwise, to the Participant in respect of those Credits, and the Participant has no claim against Truman arising solely from that forfeiture, cancellation, reduction, or expiry except to the extent prohibited by law.

4.4. Chronic Nonpayment. Credits may be suspended, reduced, or forfeited if a Participant engages in chronic nonpayment. For these Terms, "chronic nonpayment" means: (a) on more than two (2) occasions in any rolling twelve (12)-month period, Truman or the applicable Participating Landlord does not receive the full Monthly Base Rent when due; or (b) any rent payment is dishonoured, reversed, or charged back.

4.5. Suspension Pending Review. Truman may suspend the accrual, retention, redemption, or use of Credits while investigating suspected fraud, error, nonpayment, returned payments, default, conflicting co-tenant instructions, death or incapacity of a Participant, estate or family-law claims, tenant changes, or other non-compliance with these Terms.

4.6. No Waiver. Truman's acceptance of any late payment, partial payment, or other non-conforming performance on one or more

occasions does not waive Truman's right to deny, suspend, reduce, cancel, or forfeit Credits under these Terms.

5. PURCHASE PROCESS AND CREDIT REDEMPTION

5.1. Initiation of Redemption; Notice of Participant Status. A

Participant wishing to redeem Credits must contact Truman's sales team directly and provide any information and documents reasonably requested by Truman, including proof of identity, tenancy history, Lease Group authority, credit balance inquiries, mortgage pre-approval or proof of funds (if requested), and any written directions, waivers, releases, or other documents required by Truman. If a Participant enters into a Purchase Agreement without first contacting Truman, the Participant must promptly, and in any event before the Closing Date, notify Truman in writing that the Participant is or was a tenant under an Eligible Lease and wishes to redeem Credits. Truman may verify the Participant's identity, tenancy history, lease status, payment history, Credit balance, Lease Group authority, and overall eligibility under the Program, and Truman has no obligation to recognize, reserve, allocate, or apply any Credits unless and until that verification is completed to Truman's satisfaction.

5.2. Availability. Credits are redeemable only toward an Eligible

Purchase and only subject to availability of Units at the time of redemption. Availability includes, without limitation, inventory, release schedules, location, product type, model, floor plan, pricing, construction status, closing date, incentive availability, lender requirements, and Truman's then-current sales policies.

5.3. Application of Credits. Credits may be applied only once toward

one Eligible Purchase and only to Eligible Purchase Costs approved by Truman in writing and reflected in the Purchase Agreement, statement of adjustments, or another closing document. Credits may not be applied to deposits under the Purchase Agreement. Truman may determine, in its sole discretion, the order and category of application of Credits and may reallocate, limit, delay, or deny the proposed application of Credits. Credits may not be split across multiple purchases, transferred to another Participant except as expressly approved by Truman within the same Lease Group, or applied toward any resale, assignment sale, or property not sold by the Vendor.

5.4. Redemption Period. Credits must be redeemed within the

Redemption Period. To preserve the possibility of redemption, the Participant must, before the expiry of the Redemption Period, submit a written request and enter into a Purchase Agreement. If the Purchase Agreement does not actually close as required by Section 0, the Credits are not redeemed and expire immediately or at the end of the Redemption Period, whichever occurs first, unless Truman expressly agrees otherwise in writing.

5.5. Purchase Agreement. Redemption of Purchase Credits requires

the Participant to enter into a Purchase Agreement with the Vendor for an Eligible Purchase and to complete the purchase by closing in accordance with the terms of that Purchase Agreement and Section 0. Purchase Credits may be reserved or conditionally allocated by Truman for administrative purposes prior to closing; however, no Purchase Credit shall be finally redeemed unless

and until the Participant has entered into a Purchase Agreement approved by Truman for an Eligible Purchase and the transaction has closed in accordance with Section 0. The Participant acknowledges and confirms that they are not currently, and will not on the closing date under the Purchase Agreement be, a "Non-Canadian" as defined in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (S.C. 2022, c. 10, s. 235).

5.6. Closing Required; Failure to Close. Credits are deemed

redeemed and applied only if the Purchase Agreement actually closes on the closing date set forth in the Purchase Agreement. If the Purchaser defaults, fails to waive or satisfy conditions, terminates the Purchase Agreement, fails to close, or otherwise does not complete the transaction, all Credits allocated to that transaction are automatically cancelled unless Truman expressly agrees otherwise in writing. No cash refund, rebate, substitute payment, or restoration of Credits is required unless Truman expressly agrees otherwise in writing.

5.7. No Obligation to Purchase or Sell. Nothing in these Terms

obligates a Participant to purchase a Unit, and nothing in these Terms obligates the Vendor to sell a Unit to any Participant except on the terms of a fully executed Purchase Agreement.

5.8. Other Incentives, Taxes, Financing, and Third-Party

Restrictions. The Program, the Credits, and any benefits available under the Program are not combinable with any other promotion, incentive, rebate, discount, special offer, broker program, referral arrangement, commission arrangement, or similar offer unless Truman or the Participating Vendor expressly agrees otherwise in writing in the applicable Purchase Agreement or other written closing documentation. Credits may be redeemed only in connection with a direct sale by the Vendor to the Purchaser under a Purchase Agreement approved by Truman. No realtor commission, broker commission, co-operating commission, referral fee, lead-generation fee, marketing fee, or other third-party compensation shall be payable by Truman, any Participating Vendor, or any Participating Landlord in connection with a transaction in which Credits are applied, unless Truman expressly agrees otherwise in writing. Any tax consequence arising from the use of Credits is the Participant's responsibility. Truman does not provide legal, tax, financial, mortgage, or investment advice. The Participant further acknowledges and agrees that Truman is not responsible for the Participant's tax obligations with respect to the Credits.

5.9. Lease Group Directions and Releases. Where Credits accrued

under a Lease Group, Truman may require written directions, releases, waivers, or other evidence satisfactory to Truman before allocating Credits to an Eligible Purchase. Truman may refuse to process a redemption until conflicting claims are resolved to its satisfaction. Truman has no obligation to investigate the merits of competing claims among tenants, former tenants, spouses, estates, creditors, trustees, or any other persons. Where Credits have accrued under a Lease Group, Truman may require such written directions, releases or other evidence as Truman considers necessary or appropriate before permitting any redemption or allocating such Purchase Credits to

an Eligible Purchase. However, if all tenants under the applicable Lease Group agree in writing that the Purchase Credits are to be used by one tenant only, Truman may permit that tenant to redeem such Purchase Credits, provided all such tenants execute and deliver to Truman a written direction and release in form and substance satisfactory to Truman. Any such redemption shall remain subject to these Terms and Conditions. Truman may refuse to process any redemption unless and until all competing or potentially competing claims have been resolved to Truman's satisfaction, and Truman shall have no obligation to investigate or determine the merits of any dispute among tenants, former tenants, or any other persons.

5.10. No Right to Purchase Current Rental Unit or Specific Product. The Participant acknowledges and confirms that, while the Program may apply with respect to the rental unit leased by the Participant, such unit may not be available for purchase when the Participant seeks to enter into a Purchase Agreement. The Participant further acknowledges and agrees that Purchase Credits may not be capable of being applied toward the purchase of that specific rental unit and may instead be redeemable only upon final closing of the purchase of another eligible Unit, in each case subject to these Terms. For greater certainty, the Unit to which Purchase Credits are applied need not be, and may not be, the Participant's current or former rental unit. Nothing in the Program grants the Participant any right or expectation to purchase a specific unit, project, building, community, model, or product, and all redemption is subject to availability and the Participating Vendor's acceptance of the applicable Purchase Agreement.

6. PROGRAM CHANGES, WEBSITE TERMS, PRIVACY, AND COMMUNICATION

6.1. Right to Amend. Truman reserves the right, in its sole discretion, at any time and from time to time, without notice, to amend, modify, suspend, withdraw, restrict, discontinue, or terminate the Program, these Terms, the Website and any information, materials, features, or content made available in connection therewith. Truman shall not be liable to any person for any unavailability, restriction, suspension, withdrawal, discontinuance, or termination of all or any part of the Program or the Website, whether temporary or permanent. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WE MAY UNILATERALLY AMEND THESE TERMS, IN WHOLE OR IN PART (EACH, AN "AMENDMENT"), BY POSTING NOTICE OF SUCH AMENDMENT ON THE WEBSITE. UNLESS OTHERWISE INDICATED BY US, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE SUCH AMENDMENT IS POSTED ON THE WEBSITE. YOUR CONTINUED USE OF THE PROGRAM FOLLOWING ANY SUCH AMENDMENT CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS CHANGED. The Program and its features, including Credits, may be unavailable, inaccurate, or interrupted from time to time for reasons beyond Truman's control. The Program is provided on an "as is" and "as available" basis, without warranties of any kind, express or implied, to the fullest extent permitted by applicable Canadian law.

6.2. Privacy and Program Administration. The Participant acknowledges and agrees that Truman may collect, use, disclose, verify, and retain the Participant's personal information to the extent reasonably necessary to administer the Program, determine and verify eligibility, calculate, track, and apply Purchase Credits, resolve disputes or claims, facilitate and coordinate an Eligible Purchase, communicate with the Participant, and otherwise carry out Truman's rights and obligations under the Program. Without limiting the foregoing, the Participant acknowledges and agrees that Truman may share such personal information, where reasonably necessary for the purposes of the Program, with Participating Landlords, Participating Vendors, property managers, sales teams, legal advisors, lenders, mortgage professionals, insurers, and other service providers. The Participant further acknowledges and agrees that Truman may collect, use, disclose, verify, and retain such personal information as required or permitted by applicable law. All such collection, use, disclosure, verification, and retention of personal information shall be in accordance with applicable privacy laws and Truman's privacy policy, as amended from time to time.

7. GENERAL LEGAL TERMS

7.1. Governing Law and Venue. These Terms are governed by the laws of Alberta and the federal laws of Canada applicable therein, without regard to its conflicts of law rules. The courts of Alberta, Canada have exclusive jurisdiction for any claim or action arising out of or relating to the Program or these Terms.

7.2. Assignment by Truman. Truman may assign, transfer, subcontract, or delegate the Program, these Terms, or any related rights or obligations to a Participating Landlord, Participating Vendor, purchaser of a Participating Property, or other successor without further consent, provided that such assignment does not retroactively reduce accrued and unexpired Credits except as otherwise permitted by these Terms.

7.3. No Assignment by Participant. No Participant may assign, transfer, sell, pledge, charge, encumber, or otherwise dispose of these Terms, any Credits, or any claimed interest in Credits except as expressly permitted in writing by Truman.

7.4. No Registration or Encumbrance. Under no circumstances shall any Participant register or attempt to register any caveat, lien, certificate of pending litigation, notice, encumbrance, charge, security interest, or other instrument against any Participating Property, Unit, project, lands, title, or other property of Truman, any Participating Landlord, or any Participating Vendor arising from, relating to, or in connection with the Program or any Purchase Credits. The Participant expressly acknowledges that the Program does not give rise to any legal or beneficial interest in land or any other registrable interest of any kind. Any such registration or attempted registration shall constitute a material breach of these Terms, and Truman, the applicable Participating Landlord, and/or the applicable Participating Vendor may immediately take all steps to remove

it, with all resulting costs, expenses, and damages being recoverable from the Participant.

- 7.5. Severability.** If any provision of these Terms is found invalid, illegal, or unenforceable, the remaining provisions remain in full force to the maximum extent permitted by law, and the invalid, illegal, or unenforceable provision will be severed or read down only to the extent necessary.
- 7.6. No Waiver; Cumulative Rights.** No failure or delay by Truman in exercising any right or remedy constitutes a waiver. All rights and remedies under these Terms are cumulative and in addition to rights and remedies available at law.
- 7.7. Limitation of Liability.** To the fullest extent permitted by applicable law, Truman, each Participating Landlord, each Participating Vendor, and each of their respective its affiliates, officers, directors, employees, representatives, and agents (the "**Released Parties**") shall not be liable for any damages of any kind arising from or related to participation in the Program. IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE PROGRAM, THESE TERMS AND CONDITIONS, OR TRUMAN' OPERATION OF THE PROGRAM.
- 7.8. Force Majeure.** Truman is not liable for delay or failure to perform the Program to the extent caused by events beyond its reasonable control, including acts of God, pandemics, flood, fire, labour disruption, supply chain interruption, governmental order, lender requirement, utility interruption, system outage, cyber incident, construction delay, inventory shortage, or market unavailability.
- 7.9. Entire Agreement; No Reliance.** These Terms govern the Program and, together with any written Purchase Agreement and any written closing documents applicable to an Eligible Purchase, govern the rights and obligations of the parties with respect to the subject matter hereof. These Terms constitute the entire agreement between the parties with respect to such subject matter and supersede all prior and contemporaneous agreements, representations, negotiations, discussions,

understandings, and communications, whether written or oral. No leasing representative, property manager, salesperson, broker, or employee has authority to amend, vary, waive, or supplement these Terms except pursuant to a written instrument issued or expressly approved by Truman. Each Participant acknowledges and agrees that they have not relied on any statement, representation, promise, or assurance inconsistent with these Terms.

- 7.10. Survival and Interpretation.** Any provision of these Terms which, by its nature or express terms, is intended to survive the suspension, withdrawal, restriction, discontinuance, termination, or expiry of the Program, an Eligible Lease, or a Purchase Agreement shall so survive, including all provisions relating to forfeiture, redemption, privacy, limitation of liability, governing law, dispute resolution, indemnities, releases, and title or registration matters. Except as otherwise expressly stated in these Terms, the parties' rights and remedies are cumulative and not exclusive. The words "include" and "including" mean, respectively, "include without limitation" and "including without limitation." Section headings are inserted for convenience only and do not affect the meaning or interpretation of these Terms. Any reference in these Terms to Truman's "consent" or "discretion" means Truman may grant, withhold, condition, or exercise the same in its sole and absolute discretion, arbitrarily, and without any duty to act reasonably or to provide reasons except to the extent such duty cannot lawfully be excluded. Subject to applicable law, all interpretations, determinations, calculations, and decisions made by Truman in connection with the Program or these Terms are final and binding absent manifest error.
- 7.11. Independent Advice.** Participants are encouraged to obtain independent legal, tax, financial, and mortgage advice before entering into any Purchase Agreement or relying on the Program in connection with a home purchase.

8. PROGRAM INQUIRIES

- 8.1. Contact Information.** Each Participant is responsible for reading, reviewing and understanding these Terms and the Program so that they are fully informed of their rights, responsibilities, and status under the Program. Any questions regarding the Program or these Terms may be directed to Truman Homes 1995 Inc. at info@renttruman.com, 587.893.RENT (7368), or renttruman.com.