

#6046

## Builder Site Agreement

|                                                                        |                                 |                                  |                               |
|------------------------------------------------------------------------|---------------------------------|----------------------------------|-------------------------------|
| Full Legal Name of the Builder<br><b>Alcona Capital Properties Inc</b> |                                 | HST #<br><b>878247196 RT0005</b> |                               |
| Head Office Address<br><b>111 Creditstone Rd.</b>                      |                                 | City/Town<br><b>Concord</b>      | Postal Code<br><b>L4K 1N3</b> |
| Name of Site<br><b>Alcona Shores</b>                                   | Address<br><b>20th Sideroad</b> | City/Town<br><b>Innisfil</b>     | Postal Code                   |

In consideration of the payment of \$10.00 by each of Builder and RHC (as defined below) to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Builder hereby applies to Reliance Comfort Limited Partnership, doing business as Reliance Home Comfort ("RHC") to supply rental equipment of the kind specified on the attached Schedule A for the homes built or being built by Builder as part of the Project (the "Homes") (all of such equipment supplied from time to time by RHC to Builder for installation by Builder in the Homes being referred to herein as the "Equipment"). The Equipment supplied to Homes will initially be rented by Builder from RHC and such Equipment will continue to be rented from RHC by the purchasers of such Homes (the "Purchasers").
- The Equipment is to be supplied by RHC to Builder for installation by Builder in the Homes. At the time any Equipment is supplied by RHC for installation by Builder in a Home, Builder will rent the Equipment from RHC on, subject to paragraphs 8 and 9 below, RHC's then standard terms and conditions and at RHC's then standard rental rates (which terms, conditions and rental rates are available to Builder from RHC at Builder's request). At all times (whether or not the applicable Equipment is being rented by Builder or by a Purchaser and whether or not Builder is required to pay any rent in respect of such Equipment) until such time as a Purchaser has purchased the applicable Equipment in accordance with the applicable RHC's terms and conditions, RHC retains title to, ownership of and property in all of the Equipment and all proceeds thereof. Neither Builder nor any Purchaser shall have any right, title or interest in and to any of the Equipment, except as expressly set forth in RHC's applicable terms and conditions.
- Builder shall specify in the agreement of purchase and sale relating to each of the Homes that the Equipment located in the relevant Home is rental equipment supplied by RHC and Builder shall require each Purchaser of a Home to accept a rental arrangement, to assume Builder's obligations with respect to the Equipment in accordance with RHC's then standard terms and conditions and at RHC's then standard rental rates applicable to the Project and to acknowledge RHC's title to and ownership of such Equipment. Builder agrees to refund the Installation Allowance (defined below) and, unless the Equipment is recovered by RHC in the same condition as it was when it was originally supplied by RHC, RHC's capital cost of the Equipment in respect of any Home for which the Purchaser does not accept the rental arrangement with RHC within 120 days following the closing of the sale of such Home to the Purchaser.
- RHC will deliver the Equipment Monday to Friday during normal business hours to the basement of the Home for which the Equipment is ordered or to another location agreed by Builder and RHC, acting reasonably. The notice required by RHC for delivery is as follows:
  - in the case of water heaters, 5 business days' notice; (ii) in the case of furnaces and air conditioners, 10 business days' notice; and (iii) in the case of air handlers and all other types of equipment not previously mentioned, 20 business days' notice. If Equipment is to be delivered to the Homes' basement, Builder shall ensure that the Project and the Homes are accessible by reasonable means for delivery of the Equipment. Such reasonable access will include, but not be limited to, installation of stairs leading to the basement of each Home, no interfering scaffolding and a concrete floor having been prepared upon which the Equipment will be installed in each Home. In addition, prior to scheduling delivery, all Homes must have completely installed roofing, doors and windows. If access to either the Project or any Home is unattainable or is not convenient as determined by RHC in its absolute and sole discretion, RHC shall be entitled to charge, and Builder shall pay, RHC's then standard delivery charge.
- Builder shall not be the agent or representative of RHC for purposes of installation of the Equipment. Builder shall be solely responsible for the installation of the Equipment and shall immediately rectify any faults in the operation of the Equipment which are a result of the installation of the Equipment. The Builder shall at no cost affix, or shall arrange for the affixation, to the Equipment of any stickers, labels or notices of RHC's ownership that RHC may require. The Builder shall be solely responsible for start-up of the Equipment and for any problems relating to such start-up. In addition, Builder shall be solely responsible to ensure that the Equipment is installed in strict compliance with all manufacturers' instructions and all laws and codes and that the Equipment is operational for the end use customer. Builder shall indemnify and save RHC harmless against any loss, costs, expenses, claims, demands, damages, actions, suits or proceedings relating to any fault in installation or any installation of any of the Equipment, any of the Equipment not being operational for the end use customer or any fault in installation not complying with all manufacturers' instructions, laws and codes or the failure of Builder to perform or observe any of its other duties or obligations hereunder. In addition, when back-flow prevention devices are installed (either as required by authorities or otherwise), Builder will supply a relief type device (i.e. an expansion tank) to ensure the safe and continued operation of any water heater Equipment.

6. All Equipment, once delivered to Homes or to another location mutually agreed by Builder and RHC, shall be at the risk of Builder. Builder shall be liable for any damage and/or theft of the Equipment after delivery by RHC and until such time as the Purchaser of the Home has acquired legal title to the Home and has entered into a rental arrangement with RHC.
7. Builder shall not use, and shall not allow any of Builder's contractors, employees, agents or trades to use, the Equipment during construction of any Home for the purpose of supplying heating, cooling or ventilation during the construction of such Home.
8. Rental billing in respect of each item of Equipment shall begin and be due and payable by Builder ~~90 days~~ <sup>365 days</sup> after delivery of such item of Equipment to the Home or to another location mutually agreed by Builder and RHC, unless the applicable Purchaser takes title to the Home within such time.
9. RHC will not bill Builder for any water heaters installed in bona fide "model homes". Builder agrees to provide home owner information to RHC in a commercially timely manner upon sale of any model home so that RHC may begin billing such Purchaser. The Builder specifically acknowledges that this Section 9 shall not apply to any Equipment other than water heaters, as RHC will be entitled to commence billing in accordance with Section 8 above for any such non-waterheater Equipment in such "model homes".
10. Builder agrees to provide RHC with an order for the Equipment using RHC's then standard order process when ordering and requesting delivery of Equipment for each Home, which process may include submitting a "Rental Equipment Delivery Request Form" or using an electronic ordering process approved by RHC. Such order shall include all information reasonably required by RHC, including without limitation, the name of the Purchaser, new address of the Purchaser, lot number, city, postal code and closing date. Such information must be supplied to RHC prior to any Equipment being delivered. RHC shall be under no obligation to deliver Equipment unless such order and such information are provided to RHC.
11. RHC shall pay to Builder an installation allowance (the "Allowance") for each item of Equipment delivered to Builder. The amount of the Allowance shall be as set out on Schedule A. Notwithstanding the foregoing, no Allowance will be payable unless and until Builder has provided RHC with any information concerning the installation of the Equipment (including, without limitation, the location and serial number of each piece of Equipment) as RHC may require, acting reasonably.
12. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement shall ensure to the benefit of, and be binding on, each of the parties and their respective successors and assigns. For greater certainty, no party may delegate any of its performance obligations hereunder without the prior written consent of the other party; provided that (i) Builder may delegate, without such consent, some or all of its obligations hereunder to one or more of its wholly-owned affiliates but, notwithstanding any such delegation, Builder shall remain liable for the performance of the obligations so delegated and (ii) RHC may delegate, without such consent, some or all of its obligations hereunder to one or more of its wholly-owned affiliates and any appropriately qualified contractors but, notwithstanding any such delegation, RHC shall remain liable for the performance of the obligations so delegated.

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|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--|
| Dated<br><br>06/17/21                      | <b>2035881 ONTARIO INC. as trustee for<br/>GP WATERHEATER TRUST</b><br><b>as general partner for<br/>RELiance COMFORT LIMITED PARTNERSHIP</b> |  |
| Per: <i>Tricia Martinello</i>              | Per:                                                       |  |
| Name: Tricia Martinello                    | Name: Andy Minatel                                                                                                                            |  |
| Title: Key Account Manager                 | Title: Manager                                                                                                                                |  |
| Per:                                       | I have authority to bind the Corporation                                                                                                      |  |
| Name: Dan Murphy                           |                                                                                                                                               |  |
| Title: Director, Builder Markets           |                                                                                                                                               |  |
| We have authority to bind the Corporation. |                                                                                                                                               |  |