

## AGREEMENT OF PURCHASE AND SALE

1. THE UNDERSIGNED William H Mindenhall and Andrea Wallis Mindenhall  
(hereinafter called the "Purchaser") hereby agrees with VALECRAFT HOMES LIMITED, (hereinafter called the "Vendor")  
to purchase the lands and premises known as BUILDER'S LOT /UNIT: 296, being part of  
Part(s) 296 of Reference Plan 4R- 296 Part of Lot(s)  
BLOCK: of PLAN 4M-1589 SUBDIVISION RATHWELL LANDING Phase 296  
Municipal Address 163 Hickstead Way, City of Ottawa  
(herein referred to as the "Lands") together with a dwelling Model: 1020  
Elevation: C, Options: Reverse to be erected thereon - the lands and dwelling  
sometimes being collectively referred to herein as the "Real Property" at the price of \$555,077.66  
DOLLARS including net H.S.T. (Subject to Schedule "G") payable as follows:

- (a) By deposit received by the Vendor with the offer: \$1,000.00
- (b) By further deposit upon firm-up: \$24,000.00
- (c) By further deposit(s) dated: 30 days post firm-up (post dated): \$25,000.00
- Total Deposit(s): \$50,000.00  
(Any NSF cheques for Deposits or Upgrades are subject to an NSF fee of \$25.00)
- (d) The balance of the purchase price being approximately \$505,077.66 shall be payable by bank draft or certified cheque on  
the 27 day of April, 2021  
which shall be the date of closing.
- (e) Pre-move inspection will be 5 to 10 business days prior to the closing date.

2. The Vendor will erect before closing on the real property a dwelling of type 1020 C Rev Morgan  
in accordance with the plans and specifications filed with the City of Ottawa and amendments thereto. The  
specifications for the dwelling are set out in Schedule "B" annexed hereto except where they vary from the  
requirements of the City of Ottawa.
3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by the City of  
Ottawa shall constitute acceptance by the Purchaser. The Vendor shall have the right to make minor deviations  
from plans and specifications and to substitute other material for that provided for in the plans and specifications  
provided that such material is of quality equal to or better than the material in the specifications. Exterior  
illustrations are artist concept only and may not be exactly as shown. Actual useable floor space may vary from  
the stated floor area. All dimensions are approximate.
4. The Vendor warrants the dwelling erected by it on the real property as per Tarion Warranty Corporation (Ontario  
New Home Warranty Program) from the date of closing, exclusive of normal wear and tear and minor faults such  
as hair-line cracks in concrete or plaster or health of existing trees on the property (the Vendor will not remove,  
replace or treat any existing trees subsequent to the closing of the within transaction). The Vendor warrants it is a  
member of the Tarion Warranty Corporation. This warranty is extended to this home under the terms and  
conditions of the program. The Vendor further warrants and agrees that prior to the completion of the Pre-  
Delivery Inspection of the dwelling by the Purchaser, the Vendor shall provide to the Purchaser a Tarion  
Warranty Corporation Homeowner Information Package.
5. Provided title is good and free from all encumbrances except as aforementioned, and except as to any registered  
rights-of-way or other registered easements, registered restrictions or covenants that run with the land, whether  
specific or blanket, and any subdivision, site plan, development, development deferral fee or other agreements  
with any municipal, regional or governmental authority or public or private utility provided that such are complied  
with, no objection to the title shall be taken by the Purchaser on the basis of the existence of the foregoing. The  
Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in the  
possession of the Vendor. The Purchaser is to be allowed fifteen days after this agreement becomes unconditional  
or until the closing date, whichever is sooner, to investigate the title at his own expense. If, within that time, any  
valid objection to title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove,  
and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or  
negotiations in respect of such objection, be null and void, and the deposit shall be returned by the Vendor  
without interest and


  
Purchaser

  
Purchaser

  
Vendor

neither party shall be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property. The Purchaser agrees not to register this Agreement or any notice or caution relating thereto, in breach of which the Vendor shall be entitled, in addition to and without limiting recourse to any other right, cause of action or remedy which the Vendor may have under this Agreement, at law and/or in equity, automatically and without notice to treat this Agreement as no longer binding on it and to retain any deposit, whereupon the Purchaser shall have no further right to or interest in the Property. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

6. Taxes, local improvements, water and assessment rates will be apportioned and allowed to the date of closing after which the Purchaser will assume them. The Purchaser agrees that he will reimburse the Vendor for the cost of enrolling the dwelling under the Taron Warranty Corporation and that for purposes of Land Transfer Tax, the consideration for this transaction will include the Taron Enrolment Fee. The Purchase shall pay all charges imposed upon the Vendor or the Vendor's Solicitor by the law Society of Upper Canada upon registration of a Transfer/Deed of land or Charge/Mortgage of Land or any other instrument.
7. Notwithstanding anything contained in this agreement as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the real property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the real property.
8. Any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and performed by the Vendor shall be paid for by the Purchaser at the time of signing the BIA &/or 680 for the said work and in the event that for any reason whatsoever this transaction of purchase and sale is not closed the Purchaser will be liable for payment of any work performed under the terms of this paragraph and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor. It is further agreed that in the event any extra custom work or installations have been omitted for any reason, the Vendor in its sole discretion shall be entitled to complete the extra custom work and installations after the Closing Date, or alternatively refund to the Purchaser after the Closing Date, the full amount paid by the Purchaser for such extra custom work or installations. In any event, the Vendor's liability hereunder shall be limited to the amount paid by the Purchaser for such extra custom work and/or materials and this provision shall survive the closing of this transaction. The Purchaser further agrees that if this Agreement is not completed as aforesaid and if the Vendor deems it necessary to return to the Vendor's standard colours or finishings or to remove any options and/or extras or colours or finishings specifically ordered or chosen by the Purchaser and already performed by the Vendor, then the Purchaser will pay to the Vendor, on demand, the cost of returning the said options and/or extras, or colours or finishings to the Vendor's standard.
9. The Purchaser covenants and agrees with the Vendor to execute any usual and reasonable grant or grants of easement over or under the lands herein required by any municipal authority or public utility or by the Vendor during a period of five years from the date of closing.
10. This agreement is subject to compliance by the Vendor with the Planning Act as amended, and any necessary approval of the conveyance shall be obtained by the Vendor at its expense.
11. The Purchaser shall within 14 days of this agreement of purchase and sale becoming unconditional make a selection with respect to such items as the Vendor permits the Purchaser to have a choice of colour, style or type. The Purchaser's failure to make such selection within such time shall be a cause for postponement of closing by the Vendor pursuant to this paragraph. No changes in selection shall be permitted unless authorized in writing by the Vendor and the cost of any change shall be \$300.00 plus any additional material or equipment.
  - (n) The Purchaser agrees that if any option and/or upgrade or finishings ordered by the Purchaser is not reasonably available during construction so that the Vendor, by seeking to obtain it, would be delayed in the construction of the Dwelling, the Vendor may so notify the Purchaser and, the Vendor will, provide the Purchaser with an opportunity to make an alternative selection within such time frame as the Vendor shall determine, failing which the Vendor may at its discretion choose any colours or finishings necessary to complete the construction schedule.

  
Purchaser

  
Purchaser

  
Vendor



12. This Agreement of Purchase and Sale shall be completed on the date of closing (or "closing") as specified in Paragraph 1d hereof, on which date vacant possession of the Real Property is to be given to the Purchaser. In the event that the completion of the dwelling is delayed by any reason or cause beyond the control of the Vendor, the Vendor shall be permitted a postponement or postponements of the date of closing not exceeding 365 days in total. Provided that the Vendor, in accordance with the Tarion Warranty Corporation, may exclude from the 365 day period extensions reasonably required as a result of a strike, a fire, a flood, an act of God or a civil insurrection. If the Vendor should be unable to substantially complete the dwelling for occupancy or close within the extended time, failing agreement in writing by both the Vendor and the Purchaser to further extend the closing date in accordance with the provisions of Tarion Warranty Corporation then this contract shall be at an end and the deposit returned to the Purchaser without interest and the Vendor shall not be liable to the Purchaser for any damages. In the event that the dwelling being erected on the land is substantially completed for occupancy by the date of closing, or any extension thereof, the sale shall be completed on that date and the Vendor shall complete any outstanding details of construction required by this agreement within a reasonable time thereafter, having regard to weather conditions and the availability of supplies.
13. The Vendor or persons authorized by the Vendor shall have free access at all reasonable hours to the real property in order to make inspections and do any work or repairs thereon.
14. The Purchaser covenants and agrees not to erect a fence or fences on the real property for a period of one year from date of closing. In the event that the Purchaser erects a fence or fences on any portion of the real property prior to one year from date of closing the Vendor shall be relieved from all warranty obligations relating to landscaping and grading and the Vendor shall not thereafter be obliged to amend, alter or repair the grading or any part thereof. This covenant shall not merge with the closing of this transaction.
15. In the event that either before or after the Closing Date any dispute arises out of this transaction, the Vendor shall have the option to terminate this Agreement, or if after closing to require a reconveyance of the Real Property, upon payment to the Purchaser by certified cheque of the total amount of all sums paid by the Purchaser pursuant to this Agreement and on account of taxes. The said option may be exercised by the Vendor giving notice to the Purchaser or their Solicitor by prepaid registered mail or personal service at any time before the Closing date and thereafter within three hundred and sixty-five (365) days of the date the Vendor determines that the dispute arose. If the said option is exercised by the Vendor after closing the Purchaser shall vacate the Dwelling and shall reconvey the Real Property to the Vendor both within thirty (30) days of the notice being given and shall pay to the Vendor on account of his period of possession a sum calculated at a yearly rate of ten percent (10%) of the purchase price. The Purchaser covenants, acknowledges and agrees that in such event he shall be responsible for any damage caused to the Dwelling during the period of possession, reasonable wear and tear excluded and further acknowledges and agrees that no claim for damages, compensation or other relief will accrue to or be pursued by him and hereby constitutes these presents as a full release, waiver and estoppel of any such claim. This schedule shall not apply to any matter governed by Tarion Warranty Corporation during the period of time that any such matter may be subject to the dispute resolution mechanisms established under the Tarion Warranty
16. The deed or transfer shall be prepared by the Vendor's solicitor, at a cost to the Purchaser of \$225.00 payable on closing, and the Affidavit of Value of the Consideration pursuant to the Land Transfer Tax Act shall be completed by the Purchaser or his solicitor, and the deed or transfer shall contain, or shall be subject to such covenants and restrictions as the Vendor shall require in order to comply with the provisions of any subdivision or other agreement entered into by the Vendor, or any predecessor, with the relevant municipality or municipalities. If required, the Purchaser agrees to execute the deed or transfer. Without limiting the foregoing, the Purchaser agrees that the deed or transfer may contain the covenants and restrictions set forth in Schedule "A" hereto.

The parties hereto agree that if the electronic registration system (the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Real Property is situate, then, the following provisions shall prevail, namely:

- (a) both parties shall each be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society, to represent them in connection with the completion of this transaction, and shall authorize such solicitor to enter into an escrow closing agreement in the Law Society Of Upper Canada's standard form (the "Document Registration Agreement"), establishing the procedures and timing for completing this transaction;
- (b) the delivery and exchange of documents, monies and keys to the Real Property, and the release thereof to the Vendor and the Purchaser, as the case may be, shall not occur at the same time as the registration of the transfer/deed (and other registrable documentation) and shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving any documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Documentation Registration Agreement;
- (c) if either party's solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provision contemplated under the Document Registration Agreement, then said solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the other party's solicitor, at such time on the scheduled Closing Date as may be directed by the other party's solicitor, in order to complete this transaction via TERS utilizing the computer facilities in the other party's solicitor's office;

  
Purchaser

  
Purchaser

  
Vendor



- (d) the Purchaser expressly acknowledges and agrees that it will not be entitled to receive the transfer/deed to the Real Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transferred to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;
- (e) documents to be registered on title to the Real Property may be delivered to the other party hereto by telefax (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party (by overnight courier sent the day of closing) within 7 business days of closing, if same has been so requested by the recipient party;
17. All buildings and equipment upon the real property shall be and remain at the risk of the Vendor until closing. In the event of damage to the buildings or equipment the Vendor may either repair the damage and finish the dwelling and complete the sale, or may cancel the agreement and have all monies paid by the Purchaser returned to the Purchaser without interest.
18. It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an assignment by the Purchaser of the within agreement, or part or parts thereof, the Vendor will not be required to comply with a direction delivered to it on the completion of the transaction directing it to convey the lands to a person, persons or corporation other than the Purchaser.
19. The Purchaser acknowledges that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Land other than as expressed in writing in this agreement. Without limiting the foregoing, the Purchaser hereby releases the Vendor from any and all obligations to perform or comply with any warranty, promise or representation which may have been made by any sales representative or in any sales brochure which may be inconsistent with this agreement.
20. Time is in all respects the essence of this agreement provided that if the date of closing falls on a Saturday, Sunday or holiday the closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.
21. Subject to the provisions of paragraph 22 hereof, this agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of seven days from the date of execution and upon acceptance by the Vendor shall constitute a binding agreement of purchase and sale. If not accepted within such time, this offer shall be null and void. If the Vendor makes a counter offer to the Purchaser's offer to purchase then this counter offer shall be open for acceptance by the Purchaser for a period of 48 hours after the delivery of the counter offer to the Purchaser after which time the counter offer shall be null and void.
22. This offer is signed by the Purchaser on the understanding that he may withdraw it within two days, exclusive of Saturdays, Sundays or holidays, by delivering to the Vendor a letter from his solicitor disapproving the offer on legal grounds. In such event the deposit will be refunded.
23. The parties hereby waive personal tender and agree that tender shall be validly and effectively made if the tendering party shall attend at the Registry Office in which title to the real property is recorded at 3:00 p.m. on the date of final closing and for a period of one half hour is ready, willing and able to close; alternatively, tender may be validly and effectively made upon the designated solicitors for the party being tendered. Payment may be made or tendered by certified cheque drawn on any Canadian chartered bank or trust company.
24. The Purchaser acknowledges that a rental water heater will be supplied. The purchaser appoints the Builder as his/her agent for purposes of entering the supplier's standard water heater rental agreement, if required. The rental agreement will take effect between the Purchaser and the supplier on the closing date. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided either at or prior to the time of closing or with the first rental bill.
25. The Vendor hereby represents that it is not a non-resident company as defined in Section 116 of the Income Tax Act.
26. The approximate location and dimensions of the real property are shown on Schedule "D" attached hereto (the property is outlined in red).
27. The Vendor agrees to furnish the Purchaser at least five (5) days prior to the Closing Date a plan of survey prepared by an Ontario Land Surveyor at the Vendor's expense, showing the location of the unit on the real property and specifying all front, side and rear setbacks.

  
Purchaser

  
Purchaser

  
Vendor



28. The Purchaser acknowledges that the pre-occupancy inspection is the only opportunity the Purchaser will have to inspect the dwelling prior to closing and that if the Purchaser is arranging independent mortgage financing, any applicable lenders or their appraisers, inspectors or authorized representatives will not have access to the dwelling other than at the time of the pre-occupancy inspection. Except only for such right of inspection for the Purchaser at the time of the pre-occupancy inspection, the Purchaser, and the Purchaser's agents, invitees and licensees shall not enter on, upon or into the Land prior to closing, or do, or permit to be done, any work and/or supply any material to the Land before closing. The Purchaser shall indemnify and save harmless the Vendor and those for whom it is in law responsible, from any action, cause of action, claim, suit, cost, demand, damage and/or loss which may be caused and/or contributed to by the Purchaser, or any of the Purchaser's friends, relatives, invitees, workers, and/or agents who enter into or on the Land whether with or without the express or implied authorization of the Vendor.
29. Schedules "A", "B", "D", "E", "G", "T" B1-A, C-1, H, O  
attached form part of this Agreement of Purchase and Sale.
30. The Purchaser acknowledges that he has been advised to direct roof leaders to pervious areas where sufficient areas are available and grassed areas receiving roof-run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services of the City of Ottawa.
31. (a) Each Purchaser consents to the Vendor collecting his or her personal information in accordance with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act, as it may be amended from time to time, (the "Act") and further consents to the Vendor using and disclosing the personal information in the manner required of it under the Act;
- (b) The Transfer to the Lands shall only be in the name of the Purchaser unless the Purchaser provides the Vendor with a Direction as to Title and all other information and documentation on the new Purchaser required to enable the Vendor to comply with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act.
- (c) The Purchaser warrants that the information contained in Schedule "T" is true and accurate, that any changes to the information will be promptly given to the Vendor as they become known, that the Purchaser will permit the Vendor to see the original documentation necessary to verify the details on Schedule "T" and that the Purchaser will provide the Vendor with copies of the Identity Verification Documentation listed in the Schedule "T".
- (d) No deposits or other payments will be made to the Vendor in cash and the Vendor will not be required to make any payments to the Purchaser or any other person or Organization except full disclosure and compliance with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act.

NOTICE: By providing personal information to Valecraft Homes Limited on this form, you are consenting to its use for the purpose of sharing it with Valecraft Homes Limited's Solicitor and Mortgage Company for the purpose of providing (or wishing to provide) mortgage financing, and with your Solicitor in order to facilitate the final closing of this transaction.

32. The purchase price shall be increased or adjusted as of closing by any increase in existing or newly imposed levies, development charges, education development charges or any impost or other charges imposed by an approving authority or public utility corporation regarding the real property from the date this agreement is first executed until a building permit is issued for the dwelling.
33. Unless you advise us in writing to the contrary, we may give your name, address and telephone number to the providers of cable television, telephone, alarms, hydro, gas or similar services or utilities. These providers may use your personal information for the purpose of contacting you to offer you their services and products and to communicate to you, regarding services and products that may be of interest to you and the Privacy Policies, Terms and Conditions of these utility and service providers will then govern your relationship with them. Valecraft Homes Limited makes no assurances or representations to you about such Policies, Terms or Conditions.

  
Purchaser

  
Purchaser

  
Vendor

IN WITNESS WHEREOF the Purchaser has hereunto set his hand and seal

this 17 day of May, 20 20

Ashley J.  
Witness

Ashley J.  
Witness

[Signature]  
Purchaser

Birth Date: MAY 14, 1950

[Signature]  
Purchaser

Birth Date: MAY 18, 1956

IN WITNESS WHEREOF the Vendor has executed the agreement

this 29 day of May, 20 20

VALECRAFT HOMES LIMITED

[Signature]  
Per

I HAVE THE AUTHORITY TO BIND THE  
CORPORATION

Purchaser's Address:

293 Reis Place

Milton On

L9E 0A9

Telephone Number(s):

Home: 905 203-2167

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

Solicitors Info:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Vendor's Address:

1455 Youville Drive Suite 210

Orleans, Ontario K1C 6Z7

Phone: 613-837-1104

Fax: 613-837-5901

Vendor's Solicitor:

Lawrence Silber

Kelly Santini LLP

2401-160 Elgin Street

Ottawa, Ontario, K2P 2P7

Phone: 613-238-6321

Fax: 613-233-4553